



Town of Paradise Town Council Meeting Agenda 6:00 PM – January 14, 2020

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

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

Town Manager, Lauren Gill
Town Attorney, Dwight L. Moore
Town Clerk, Dina Volenski
Community Development Director, Susan Hartman
Administrative Services Director/Town Treasurer, Gina Will
Public Works Director/Town Engineer, VACANT
Division Chief, CAL FIRE/Paradise Fire, John Messina
Chief of Police, Eric Reinbold
Disaster Recovery Director – Laura Page

- I. The Mayor is the Presiding Chair and is responsible for maintaining an orderly meeting. The Mayor calls the meeting to order and introduces each item on the agenda.
- II. The Town staff then provides a report to Council and answers questions from the Council.
- III. Citizens are encouraged to participate in the meeting process and are provided several opportunities to address Council. Any speaker addressing the Council is limited to three minutes per speaker - fifteen minutes per agenda item
 - A. If you wish to address the Council regarding a specific agenda item, please complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the meeting. This process is voluntary and allows for citizens to be called to the speaker podium in alphabetical order. Comments and questions from the public must be directed to the Presiding Chair and Town Council Members (please do not address staff.) Town staff is available to address citizen concerns Monday through Thursday at Town Hall between the hours of 8am and 5pm.
 - B. If you wish to address Council regarding an item not on the agenda, you may do so under Item 4, "Public Communication." Again, please fill out a card and give it to the Town Clerk before the meeting. State Law prohibits Council action on items not listed on a public agenda.

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

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
 - 1e. Presentation - Red Cross Recovery Update - Amanda Ree
 - 1f. Presentation - PG&E Vegetation Management Program- Dan Blair
 - 1g. Presentation - CalOES Tree Update - Dena Wilson
 - 1h. Presentation - Town of Paradise Hazard Mitigation Tree Program - Greg Eaton

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. p4 Approve minutes of the October 22, 2019 Special Town Council meeting.
- 2b. p12 Approve December 2019 cash disbursements in the amount of \$1,359,533.06.
- 2c. p19 Review and file the 1st Quarter Investment Report for the Fiscal Year ending June 30, 2020.
- 2d. p24 Accept Ray Morgan Company donation of \$20,000 to the Town of Paradise. The donation will be used to purchase 2 printers and an interactive whiteboard for the Building Resiliency Center (BRC).
- 2e. p25 1. Waive second reading of the entire Town Ordinance No. 589 and approve reading by title only; and, 2. (Adopt Town Ordinance No. 589, "An Ordinance Rezoning Certain Real Property From "AR-1" (Agricultural Residential, 1-Acre Minimum) to a "RR-1/2" (Rural Residential, 1/2-Acre Minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (MCAFEE: PL19-00227)".
- 2f. p28 Adopt Resolution No. 20-01, A Resolution of the Town Council of the Town of Paradise Authorizing Destruction of Certain Town Records Maintained in the Finance Division 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. p33 Receive and file the 2019/20 NCCSIF annual report.
- 2h. p60 1. Approve the USDA Community Facilities Program grant award; and, 2. Authorize town staff to commence with the process to purchase a Type 3 fire engine in accordance with Paradise Municipal Code Chapter 2.45; and, 3. Authorize the Town Manager to award a contract to purchase same up to \$427,942.
- 2i. p69 Receive and file update on emergency culvert repairs.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

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

5. PUBLIC HEARINGS - None

6. COUNCIL CONSIDERATION

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

6a. p71 1. Consider concurring with staff's recommendation of HDR Engineering to perform preliminary engineering and environmental services for the Paradise Sewer Project at a cost of \$1,252,444 and, 2. Approving the attached Professional Services Agreement for the Phase 1 Scope of Work for the Paradise Sewer Project with HDR Engineering and authorize the Town Manager to execute. 3. Approving the attached Professional Services Agreement for the Phase 2 Scope of Work for the Paradise Sewer Project with HDR Engineering and authorizing the Town Manager to execute, contingent on the receipt of additional state funds discussed below. (ROLL CALL VOTE)

6b. p109 1. Consider approving job classification descriptions and the salary pay plan for Assistant to the Town Manager and Grants Administrator; and, 2. Approve recommended budget and position control adjustments. (ROLL CALL VOTE)

6c. p120 Consider waiving the reading of entire Town of Paradise Urgency Ordinance No. 591 and adopting Town of Paradise Urgency Ordinance No. 591, "An Amendment to Urgency Ordinance No. 578 Relating to Interim Housing and Accessory Building(s) Inside the Camp Fire Area. (ROLL CALL VOTE)

7. COUNCIL INITIATED ITEMS AND REPORTS

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

8. STAFF COMMUNICATION

- 8a. Town Manager Report
 - Community Development Director

9. CLOSED SESSION - None

10. ADJOURNMENT

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

MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 9:00 AM – October 22, 2019

1. OPENING

Following the Pledge of Allegiance to the Flag of the United States of America the Special Meeting of the Town Council of the Town of Paradise was called to order in the Town Council Chambers located at 5555 Skyway, Paradise, California at 9:00 a.m. by Mayor Jones.

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

COUNCIL MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Town Clerk Dina Volenski, Town Manager Lauren Gill, Town Attorney Dwight Moore, Disaster Recovery Director Laura Page, Acting Community Development Director Susan Hartman, Senior Management Analyst Colette Curtis and Administrative Services Director Gina Will.

2. COUNCIL CONSIDERATION - ACTION CALENDAR

2a. Disaster Recovery Director Laura Page provided Council with information regarding the proposed Urgency Ordinance No. 587 establishing the requirements of a Mandatory Hazard Tree Removal Program. Ms. Page discussed what has been approved by FEMA to remove Hazardous Trees on Public Property threatening the public right of way.

Ryan Buras, Director of Recovery for California Office of Emergency Services (CalOES) stated that the letter, sent by the Town on October 11, 2019, was received last week and a response generally takes two-three weeks. An assessment was being done to determine dangerous trees and there were trees already falling down. Mr. Buras stated that trees remain a priority; there are anticipated to be 150,000 trees for the FEMA approved program. CalOES will let 2 contracts, one being a monitoring contract with foresters evaluating the trees and the second with contractors removing the trees. He hopes to have contracts in place by December and will be working out of the DROC with a new team for the tree removal program.

Dena Wilson, CalOES, provided a brief overview of the Tree Removal process and explained that it is similar to the debris removal process; that once the Right of Entry (ROE) is received, a team will access the property, evaluate for a threat/hazard, identify and mark the tree, then the contractor will remove the tree where it will be taken to a staging area/laydown yard, then moved to a designated facility. There will then be a final site walk of the property to make sure all the hazardous trees have been removed. CalOES will work with Butte County and the Town of Paradise as partners to ensure that things run smoothly.

A representative from Caltrans provided a brief overview of how trees are identified and evaluated. Lisa shared that staying in compliance with Forest Practice Law requires a registered professional forester to identify that a tree is a threat to the public right of way. She said they look at burned trees as a spherical threat, double the height of the tree and if the tree falls in any direction, that's the threat zone.

Mayor Jones asked which Property owners must submit an ROE form, since this is only on public roads.

Dena Wilson stated that individuals that live on, or are adjacent to, a public road are the individuals required to complete the ROE or hire a private contractor to remove trees.

Mayor Jones asked about the wording on page 17, section 2.8, line 23 stating, "Any Town building permit application, including issued permits, in the Town with Hazard Trees shall be held in abeyance" Asked if this means we are going to stop people who have already started building houses, this will cost them a lot of money.

Attorney Moore stated that we can strike out that section on pg. 17 line 22 including issued permits.

Mayor Jones, suggested adding language, that if they have applied for a permit they will be a priority to have the trees removed.

Ryan Buras stated that if someone has a permit or applied for a permit they will be prioritized for tree removal. Also, if someone lives on their property in a travel trailer CALOES will work with Town Manager Gill to get the hazardous trees removed.

Vice Mayor Bolin asked if they are only looking at trees on properties that are hazardous or looking at trees that could hit another house or are adjacent to the property.

Dena Wilson stated that currently they are only looking at hazardous trees that will impact the public right of way (ROW).

Council Member Crowder stated that the building process cannot be held up, he understands the need to be safe, but wants the trees removed as quickly as possible.

Vice Mayor Bolin asked for clarification about the size of the tree.

Ryan Buras stated that if a tree has any possibility of hitting the road or sidewalk, the tree will be considered hazardous, with the trees being removed and only the stump remaining. Mr. Buras stated that the internal timeline to have the project completed is nine months.

Council Member Zuccolillo asked the timing and ability to get permits. He wanted clarification that a resident could obtain a building permit if they submitted an ROE,

Dena Wilson stated that would be a decision made by the Town Council and would not impact the tree removal eligibility process.

Ryan Buras stated that the program will start around December 15, trees will be marked and the removal process will begin after that.

Council Member Schuster stated that people can still apply for a permit, just have to show that they have entered the ROE program, the permit process can go forward, but a final can't happen until the trees are removed.

Council Members asked how quickly the County can get the ROE application to the government for removal, how this program is being coordinated with PGE, how are trees marked and how is the information getting out to the public so that everyone knows what that means.

Ryan Buras stated that he is in close coordination with PGE daily and is planning to put up a video to address the tree markings.

Council Member Zuccolillo asked about trees are on private roads that need to be removed and if the tree ROE is the same as debris removal where the home owners have to provide their insurance information

Ryan Buras stated that the CalFIRE estimate is 280,000 trees that will potentially fall in a public ROW, (windshield survey) and is confident that there are a lot of trees on private roads that will be addressed too and the tree ROE is the same process as debris.

After discussion and concurrence of the Town Attorney, Council made changes to Section 2.8, to read as follows:

Section 2.8. Town Development Permits. No application for a Town Development permit with Hazard Trees shall be considered complete until the applicant has entered into a Government Hazard Tree Removal Program or a Private Hazard Tree Removal Program. This section shall not apply to permits relating to power, sewer or other utilities for temporary dwellings.

Cathy Grams, Butte County, discussed ROE program and community outreach Ms. Grams stated they are ready to open three collection centers tomorrow for ROE forms which can be downloaded from the buttecountyrecovers.org Website and submitted by email. There are going to be the following community outreach meetings:

- November 4 – Chico Elks Lodge
- November 5 - Town of Paradise Update
- November 6 - Spring Valley School
- November 12 - Southside Community Center in Oroville,
- November 16 - Terry Ashe Recreation Center Resource Fair
- November 19 - at CMA Church in Paradise.

Ms. Grams stated that they will be able to reference the ROE with people that have building permits; they will be doing social media outreach, Facebook live, two mass mailings and staff at the processing center will be making calls to follow up with property owners. The deadline to submit forms is December 20, 2019. There will also be a map that will interface with citizens property allowing them to see if they are required to complete an ROE and that if FEMA approves tree removal on private property, the applications will then be opened up to the additional private properties.

1. Bruce Lawrence asked that there be good oversight on the trees cut to make sure that good trees are not cut down and what about properties in range of right of ways that could fall on a home, how is that going to be dealt with. Are we going to rely on foresters to oversee the cutting of trees?

Mayor Jones stated that the Town is applying for a grant to address trees on private property.

Dena Wilson stated that once a tree has been identified and marked a safety monitor will oversee the process to make sure the trees are removed safely and correctly.

2. Carrie Max heard that when trees are cut they will be taken to a staging area and asked if money is being made during the process. Asked what is the definition of a hazardous tree? Stated that it would be beneficial to sign an ROE to get validation if a tree is good or needs to be removed and asked if it was in place with the County?

Dena Wilson stated that there are a few ways the trees will be processed and that no money will be made during this process.

Council Member Zuccolillo asked what was going to be done to avoid log decks?

Ryan Buras stated that the County has 15 processing facility permits that will be used for the tree removal and there may be some logs that are stacked up.

Vice Mayor Bolin stated that there is not much value to the trees at this point because there are so many and that the trees can not be used to build a home.

Ryan Buras stated that there are a lot of trees, that this program is not cheap and will cost approximately \$1,500-\$2,500 per tree for removal and there is also the alternative program if someone believes there is a lot of value in their trees.

MOTION by Schuster, seconded by Crowder, adopted Urgency Ordinance No. 587, with corrections, an Urgency Ordinance of the Town Council of the Town of

Paradise Establishing the Requirements of a Mandatory Hazard Tree Removal Program. Roll call vote was unanimous.

2b. Consider authorizing the Town Manager to enter into a license agreement with The Hope Plaza Memorial Committee, to use the Town-owned property located at 6148 Skyway for a Camp Fire Memorial - "Hope Plaza".

Town Manager Gill stated that the idea came from citizens in the community asking if the Town was going to do some kind of memorial. A group of citizens stepped forward to work on a memorial in the triangle in honor of the Camp Fire

1. Dana Gajda, presented to the Town Council the proposal of Hope Plaza at the August meeting. Ms. Gajda stated that no tax payer money will be involved in the design or construction of the Plaza, it will be funded by donations or in-kind contributions. She stated that parking has been considered an issue since it is in a highly visible area, she parked in the park and ride area and it took three minutes to walk to the site.
2. Chuck Rough commended the Council on their work and leadership over the past year. Mr. Rough has been working on endorsements for the project and stated that Charles Brooks has worked out an agreement with NVCF to set up a separate fund for the Hope Plaza project. The goal of the capital campaign is to work on final design, final engineering, construction and long-term maintenance fund for the plaza. There is no financial burden for the Town. NVCF has urged the group to apply for \$50,000 capacity grant and community grant to assist with funding for the project. Mr. Rough asked Town Council to consider approving the agreement.
3. Greg Melton, Architect, stated that the project is to inspire and pay respects, provides elements that allows people to reflect in their own way and that it is an opportunity to embrace the murals that were painted after the fire and help people understand what Paradise went through and that the design can be changed.
4. Kelley Connor, Paradise Citizens Alliance (PCA), also stated that there is no cost to citizens, privately funded, synergy to downtown area will inspire people, will be a benefit and shared the PCA group unanimously supported the project. The group also felt that it is important to move forward now and not wait.
5. Bill Hartley, 38-year resident of Paradise, thinks that this is an important issue, that it is paid for and maintained by people at no cost to the town, that the spirit and hope given to citizens to move forward is critical at this time and hopes the Town will move forward with the project.

Council Member Crowder stated that it is a great project, but has had comments from constituents about placement and parking. Understands need to get done now, if done in this location, thinks input is needed from residents if put at this location. Not against project, just not sure about this location.

Council Member Zuccolillo is also concerned with this location; likes the design, understand the need to do something to honor fallen citizens, would like public input, the Town hasn't looked at other locations, that this will be with us forever,

our 911 memorial to the Town, would like to see in a spot that the community agrees with.

Council Member Schuster sees as a special gift to the Town, it is a shovel ready project with a beautiful design for the space, encompasses ways to honor those who perished as well as heroes, gives space to reflect, not a park/gathering spot, it is an art piece and beautiful, important for Council to make statement to those considering moving to Paradise and being a part of the community recovery. She doesn't see the downside to allow the group, at their own expense, to beautify a space in town that has been an eyesore for many years, citizens have asked for this, need to come together and say yes.

Vice Mayor Bolin is excited about the project, this is the right place, has been nothing since gas station years ago, wonder how ended up with piece of property and believe that this is what it's for. Stated it is beautiful and this is a good place, the property is available, in center of Town and supports the project.

Mayor Jones also thinks this is a gift, that it is the right place, enhances the downtown, doesn't think you question a gift, if someone wants to do something somewhere else, that's fine, doesn't think there will be a question with parking, supports the project.

MOTION by Schuster, seconded by Bolin, to enter into a license agreement with The Hope Plaza Memorial Committee/Rebuild Paradise a 501(c)3 to use the Town-owned property located at 6148 Skyway for a Camp Fire Memorial – "Hope Plaza". Ayes of Bolin, Schuster and Mayor Jones. Noes of Crowder and Zuccolillo.

2c. **MOTION by Zuccolillo, seconded by Crowder**, authorized the Mayor to Sign a Letter of Support for Butte County's regional composting Organics Grant Proposal to CalRecycle. Roll call vote was unanimous.

2d. **MOTION by Zuccolillo, seconded by Schuster**, accepted a donation of \$49,976.20 from Direct Relief to fund an After-Action Report prepared by Constant Associates and authorize the Town Manager to take all actions to implement the After-Action Report. Roll call vote was unanimous.

3. CLOSED SESSION

At 10:35 a.m. Mayor Jones announced that the Town Council would adjourn to closed session for the following item:

3a. Pursuant to Government Code Section 54957(b)(1), the Town Council will hold a closed session with the Town Manager concerning the appointment of a Community Development Director.

At 10:48 a.m. Mayor Jones announced that the Town Council unanimously agreed to appoint Susan Hartman as the Community Development Director.

4. ADJOURNMENT

Mayor Jones adjourned the Special Council meeting at 10:48 a.m.

Date Approved:

By: _____
Jody Jones, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

**FOR THE PERIOD OF
DECEMBER 1, 2019 - DECEMBER 31, 2019**

December 1, 2019 - December 31, 2019

Check Date	Pay Period End	DESCRIPTION	AMOUNT
12/13/19	12/08/19	Net Payroll - Direct Deposits & Checks	\$104,851.12
12/27/19	12/22/19	Net Payroll - Direct Deposits & Checks	\$106,939.86
TOTAL NET WAGES PAYROLL			\$211,790.98

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$229,713.13
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$918,028.95
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$1,147,742.08</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$1,359,533.06</u></u>

APPROVED BY: _____
LAUREN GILL, TOWN MANAGER

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

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 12/1/2019 - To Payment Date: 12/31/2019

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>									
75085	12/02/2019	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
75086	12/02/2019	Open			Accounts Payable	LYNCH, VALERIE	\$393.37		
75087	12/02/2019	Open			Accounts Payable	MOORE, DWIGHT, L.	\$18,579.00		
75088	12/02/2019	Open			Accounts Payable	Santander Leasing LLC	\$43,842.21		
75089	12/02/2019	Open			Accounts Payable	SBA Monarch Towers III LLC	\$142.32		
75090	12/02/2019	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$906.47		
75092	12/04/2019	Open			Accounts Payable	Aflac	\$146.92		
75093	12/04/2019	Open			Accounts Payable	Met Life	\$5,726.05		
75094	12/04/2019	Open			Accounts Payable	OPERATING ENGINEERS	\$825.00		
75095	12/04/2019	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$1,501.90		
75096	12/04/2019	Open			Accounts Payable	SUN LIFE INSURANCE	\$3,599.99		
75097	12/04/2019	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$454.78		
75098	12/04/2019	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$105.00		
75099	12/05/2019	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$108.98		
75100	12/05/2019	Open			Accounts Payable	AT&T MOBILITY	\$308.48		
75101	12/05/2019	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$296.45		
75102	12/05/2019	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$22.05		
75103	12/05/2019	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$3,834.48		
75104	12/05/2019	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,113.66		
75105	12/05/2019	Open			Accounts Payable	Belfor USA Group, Inc.	\$52,988.00		
75106	12/05/2019	Open			Accounts Payable	Big O Tires	\$25.00		
75107	12/05/2019	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$15,857.76		
75108	12/05/2019	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$1,108.00		
75109	12/05/2019	Open			Accounts Payable	Chico State Enterprises	\$12,500.00		
75110	12/05/2019	Open			Accounts Payable	COMCAST CABLE	\$437.16		
75111	12/05/2019	Open			Accounts Payable	COUNTY OF BUTTE	\$750.00		
75112	12/05/2019	Open			Accounts Payable	COVANTA STANISLAUS, INC.	\$501.93		
75113	12/05/2019	Open			Accounts Payable	DEPPE, RICK	\$67.55		
75114	12/05/2019	Open			Accounts Payable	Eagle Security Systems	\$193.50		
75115	12/05/2019	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$1,092.00		
75116	12/05/2019	Open			Accounts Payable	Ernst & Young US LLP	\$136,047.00		
75117	12/05/2019	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$184.49		
75118	12/05/2019	Open			Accounts Payable	Ferguson Waterworks #1423	\$419.69		
75119	12/05/2019	Open			Accounts Payable	FRANKLIN CONSTRUCTION COMPANY	\$56,335.00		
75120	12/05/2019	Open			Accounts Payable	FRANKLIN CONSTRUCTION COMPANY	\$11,527.50		
75121	12/05/2019	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
75122	12/05/2019	Open			Accounts Payable	Herc Rentals Inc.	\$5,325.70		
75123	12/05/2019	Open			Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$3,840.00		
75124	12/05/2019	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV	\$14,760.39		
75125	12/05/2019	Open			Accounts Payable	SVCS/US BANCORP INLAND BUSINESS MACHINES	\$43.51		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 12/1/2019 - To Payment Date: 12/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
75126	12/05/2019	Open			Accounts Payable	INTERSTATE SALES	\$6,461.82		
75127	12/05/2019	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$850.00		
75128	12/05/2019	Open			Accounts Payable	JOHNNY ON THE SPOT	\$1,025.15		
75129	12/05/2019	Open			Accounts Payable	PORTABLES LES SCHWAB TIRE CENTER - MOTORPOOL	\$40.17		
75130	12/05/2019	Open			Accounts Payable	Mark Thomas & Company Inc	\$3,123.94		
75131	12/05/2019	Open			Accounts Payable	Mark Thomas & Company Inc	\$361.58		
75132	12/05/2019	Open			Accounts Payable	Mark Thomas & Company Inc	\$14,050.54		
75133	12/05/2019	Open			Accounts Payable	Mark Thomas & Company Inc	\$361.58		
75134	12/05/2019	Open			Accounts Payable	Mark Thomas & Company Inc	\$985.44		
75135	12/05/2019	Open			Accounts Payable	Mark Thomas & Company Inc	\$136.78		
75136	12/05/2019	Open			Accounts Payable	Mark Thomas & Company Inc	\$17,259.01		
75137	12/05/2019	Open			Accounts Payable	Mark Thomas & Company Inc	\$532.79		
75138	12/05/2019	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$600.00		
75139	12/05/2019	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$14.09		
75140	12/05/2019	Open			Accounts Payable	Murphy, Rick	\$36.67		
75141	12/05/2019	Open			Accounts Payable	NORMAC INC	\$851.39		
75142	12/05/2019	Open			Accounts Payable	NORTH VALLEY BARRICADE, INC.	\$2,036.47		
75143	12/05/2019	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$322.78		
75144	12/05/2019	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$6,687.22		
75145	12/05/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	\$21.54		
75146	12/05/2019	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$339.45		
75147	12/05/2019	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$4,298.13		
75148	12/05/2019	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$1,445.35		
75149	12/05/2019	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$1,933.84		
75150	12/05/2019	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$1,415.00		
75151	12/05/2019	Open			Accounts Payable	PLATT ELECTRIC SUPPLY	\$45.21		
75152	12/05/2019	Open			Accounts Payable	Ridge Roofing	\$1,200.00		
75153	12/05/2019	Open			Accounts Payable	Riebes Auto Parts-Motorpool	\$12.37		
75154	12/05/2019	Open			Accounts Payable	Riebes Auto Parts-Public Works	\$174.69		
75155	12/05/2019	Open			Accounts Payable	SIRCHIE FINGERPRINT LABORATORIES	\$416.89		
75156	12/05/2019	Open			Accounts Payable	SKYWAY TOOL CENTER	\$87.92		
75157	12/05/2019	Open			Accounts Payable	Spherion Staffing	\$9,244.77		
75158	12/05/2019	Open			Accounts Payable	Stratti	\$3,769.04		
75159	12/05/2019	Open			Accounts Payable	Tahoe Pure Water Co.	\$45.00		
75160	12/05/2019	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$975.91		
75161	12/05/2019	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$72.02		
75162	12/05/2019	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$144.10		
75163	12/05/2019	Open			Accounts Payable	Thompson, Joe	\$356.42		
75164	12/05/2019	Open			Accounts Payable	Tri Flame Propane	\$67.34		
75165	12/05/2019	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$86.00		
75166	12/05/2019	Open			Accounts Payable	UNITED RENTALS, INC.	\$2,049.73		
75167	12/13/2019	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
75168	12/19/2019	Open			Accounts Payable	4LEAF, Inc	\$202,387.08		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 12/1/2019 - To Payment Date: 12/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
75169	12/19/2019	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$54.36		
75170	12/19/2019	Open			Accounts Payable	ACI ENTERPRISES, INC.	\$463.32		
75171	12/19/2019	Open			Accounts Payable	American River Benefit Administrators	\$16.80		
75172	12/19/2019	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,041.78		
75173	12/19/2019	Open			Accounts Payable	Bear Electric Solutions	\$1,755.00		
75174	12/19/2019	Open			Accounts Payable	Bennett, Cheryl	\$31.05		
75175	12/19/2019	Open			Accounts Payable	Biometrics4ALL, Inc	\$9.00		
75176	12/19/2019	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$14,000.00		
75177	12/19/2019	Open			Accounts Payable	BROWER'S TOW SERVICE, INC.	\$1,100.00		
75178	12/19/2019	Open			Accounts Payable	Bug Smart	\$83.00		
75179	12/19/2019	Open			Accounts Payable	Bunch Electrical	\$620.00		
75180	12/19/2019	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	\$27,844.00		
75181	12/19/2019	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$358.00		
75182	12/19/2019	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$165.00		
75183	12/19/2019	Open			Accounts Payable	CHUCK PATERSON TOYOTA	\$159.51		
75184	12/19/2019	Open			Accounts Payable	COMCAST CABLE	\$243.16		
75185	12/19/2019	Open			Accounts Payable	COMCAST CABLE	\$388.16		
75186	12/19/2019	Open			Accounts Payable	COPWARE, INC.	\$615.00		
75187	12/19/2019	Open			Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$373.84		
75188	12/19/2019	Open			Accounts Payable	CSFEWBC-VFLSA	\$700.00		
75189	12/19/2019	Open			Accounts Payable	EXPRESS LUBE & OIL, ,	\$163.25		
75190	12/19/2019	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$5,177.09		
75191	12/19/2019	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$1,301.18		
75192	12/19/2019	Open			Accounts Payable	INTERSTATE SALES	\$759.32		
75193	12/19/2019	Open			Accounts Payable	JAM SERVICES, INC.	\$495.65		
75194	12/19/2019	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$2,125.00		
75195	12/19/2019	Open			Accounts Payable	JEFF'S TRUCK SERVICE & POWER, INC.	\$40.15		
75196	12/19/2019	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$1,025.15		
75197	12/19/2019	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$500.00		
75198	12/19/2019	Open			Accounts Payable	Koff & Associates	\$804.00		
75199	12/19/2019	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$12,804.56		
75200	12/19/2019	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$2,309.62		
75201	12/19/2019	Open			Accounts Payable	LIFE ASSIST INC	\$118.70		
75202	12/19/2019	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$54.90		
75203	12/19/2019	Open			Accounts Payable	Merck Animal Health	\$256.73		
75204	12/19/2019	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$141.35		
75205	12/19/2019	Open			Accounts Payable	NORTHSTATE AGGREGATE, INC.	\$1,939.50		
75206	12/19/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	\$7.19		
75207	12/19/2019	Open			Accounts Payable	Page, Laura	\$64.80		
75208	12/19/2019	Open			Accounts Payable	PARADISE ALLIANCE CHURCH	\$95.00		
75209	12/19/2019	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$4,771.62		
75210	12/19/2019	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,955.00		
75211	12/19/2019	Open			Accounts Payable	RENTAL GUYS - CHICO	\$95.45		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 12/1/2019 - To Payment Date: 12/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
75212	12/19/2019	Open			Accounts Payable	Riebes Auto Parts-Public Works	\$15.54		
75213	12/19/2019	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$415.00		
75214	12/19/2019	Open			Accounts Payable	Spherion Staffing	\$5,034.98		
75215	12/19/2019	Open			Accounts Payable	Stratti	\$29,648.92		
75216	12/19/2019	Open			Accounts Payable	Tahoe Pure Water Co.	\$7.50		
75217	12/19/2019	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$236.71		
75218	12/19/2019	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$184.00		
75219	12/19/2019	Open			Accounts Payable	VERIZON WIRELESS	\$756.90		
75220	12/19/2019	Open			Accounts Payable	Ward, Wayne	\$42.86		
75221	12/23/2019	Open			Accounts Payable	BROSHEARS, JAMES	\$50.00		
75222	12/23/2019	Open			Accounts Payable	HARTLEY, WILLIAM, E	\$50.00		
75223	12/23/2019	Open			Accounts Payable	JOHN SIMON	\$50.00		
75224	12/23/2019	Open			Accounts Payable	Kay, Thomas	\$50.00		
75225	12/23/2019	Open			Accounts Payable	LARRY E. TOVANI	\$50.00		
75226	12/23/2019	Open			Accounts Payable	VASQUEZ, FRANK, R	\$50.00		
75227	12/23/2019	Open			Accounts Payable	Voya Financial	\$250.00		
75228	12/27/2019	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
Type Check Totals:					143 Transactions		\$807,747.26		
<u>EFT</u>									
945	12/04/2019	Open			Accounts Payable	CALPERS	\$96,404.75		
946	12/13/2019	Open			Accounts Payable	CALPERS - RETIREMENT	\$26,919.89		
947	12/13/2019	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$5,969.88		
948	12/13/2019	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$7,898.62		
949	12/13/2019	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$19,907.61		
950	12/27/2019	Open			Accounts Payable	CALPERS - RETIREMENT	\$28,162.51		
951	12/27/2019	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$5,458.97		
952	12/27/2019	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$7,848.62		
953	12/27/2019	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$18,393.12		
954	12/30/2019	Open			Accounts Payable	CALPERS - RETIREMENT	\$123,030.85		
Type EFT Totals:					10 Transactions		\$339,994.82		

AP - US Bank TOP AP Checking Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	143	\$807,747.26	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	143	\$807,747.26	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$339,994.82	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	10	\$339,994.82	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	153	\$1,147,742.08	\$0.00

TOWN OF PARADISE

From Payment Date: 12/1/2019 - To Payment Date: 12/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	153	\$1,147,742.08	\$0.00	
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	143	\$807,747.26	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	143	\$807,747.26	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	10	\$339,994.82	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	10	\$339,994.82	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	153	\$1,147,742.08	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	153	\$1,147,742.08	\$0.00



**Town of Paradise
Council Agenda Summary
Date: January 14, 2020**

Agenda Item: 2(c)

Originated by: Gina S. Will, Administrative Services Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: Quarterly Investment Report

Council Action Requested:

Review and file the 1st Quarter Investment Report for the Fiscal Year Ending June 30, 2020.

Alternatives:

Give alternative direction for investment or reporting.

Background:

Attached is a report on the Town's cash and investments for the quarter ended September 30, 2019.

A US Bank checking account is currently being used for payroll, accounts payable and other operating purposes. Most accounts payable disbursements are drawn through checks, and most payroll disbursements are processed through direct deposit. Deposits are fully collateralized and after reserve requirements, provide an earnings credit rate of 0.50% up to the amount of monthly fees.

The Town received a \$5 million cash advance from CalOES in December 2018 for projects and restoration that will be funded through FEMA's public assistance grant program. As FEMA eligible expenses and/or projects are completed, funds are transferred to the Town operating checking account to fund those activities. The remaining advance funds are required to be held in a non-interest bearing account. A US Bank non-interest bearing checking account was established to track the funds.

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

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

The Town establishes escrow funds at the start of each new lease. The escrow fund is drawn down to zero through the process of purchasing equipment against the lease. Interest is

accrued on any unspent escrow balance. The “other” investment type represents these available escrow funds as well as petty cash balances. As of September 30, 2019, there were no available escrow funds.

Discussion

With cash advances from CalOES, insurance, and Housing Program payoffs, there was a \$18.2 million increase in cash/investment balances as of September 30, 2019 as compared to September 30, 2018. Staff is carefully monitoring cash balances of major funds as certain funds are restricted from “loaning” cash to other funds. For example, of the \$20.1 million in cash balances as of September 30, 2019, \$3.4 million is the CalOES advance and \$4.2 million is for Business and Housing programs. \$1.7 million is from donations and recovery grants, most of which come with specific spending requirements. Finally, the \$5.7 million in advances received from insurance must be carefully planned and budgeted in order to repair or replace items destroyed in the fire.

The GASB 45 trust investment managed by SISC experienced a 0.27% return on investment during the 1st quarter of 2019/20. Long term, SISC has been successful with its allocation model of approximately 60% equity and 40% fixed income.

Fiscal Impact Analysis:

Isolating the gain from the GASB 45 trust, the Town earned \$98,770.32 for the quarter ended September 30, 2019. That is compared to \$6,980.14 for the quarter ended September 30, 2018. Again, isolating the GASB 45 return, over 78 basis points more in average yield was realized compared to a year ago. About \$15.1 million more average balances were available for investment.

TOWN OF PARADISE
QUARTERLY SUMMARY OF INVESTMENTS
For Quarter Ended September 30, 2019

Investment	Type	For Quarter Ended Sept. 30, 2019			For Quarter Ended Sept. 30, 2018			Net Change
		Yield	Book Value	Market Value*	Yield	Book Value	Market Value*	
US Bank	Checking	0.50%	1,123,565.23	1,123,565.23	0.50%	499,205.15	499,205.15	624,360.08
US Bank - Cal OES Advance	Checking	0.00%	3,390,386.42	3,390,386.42		-	-	3,390,386.42
Local Agency Investment Fund (LAIF)	Various	2.33%	15,393,983.32	15,419,272.82	2.00%	1,196,025.33	1,193,432.83	14,197,957.99
SISC GASB 45 Trust B	Various	0.27%	219,884.02	219,884.02	3.01%	212,899.95	212,899.95	6,984.07
Fiscal Agents & Petty Cash	Other	0.00%	1,350.00	1,350.00	0.00%	1,350.00	1,350.00	-
	Totals		20,129,168.99	20,154,458.49		1,909,480.43	1,906,887.93	18,219,688.56
Total Quarterly Earnings on accrual basis			99,354.76			13,157.12		
Total Annual Earnings (July 1st - September 30th)			99,354.76			13,157.12		

* Market Value determined by LAIF

Reserve Funds Invested

Pension Obligation Bond \$ 1,047,014.54

Issuer	FDIC Number	Yield	Settlement Date	Maturity Date	Type	Investment	Earnings
Government Agency Bond	N/A	1.800%	08/07/19	05/28/20	Treasury	1,047,014.54	15,232.10

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

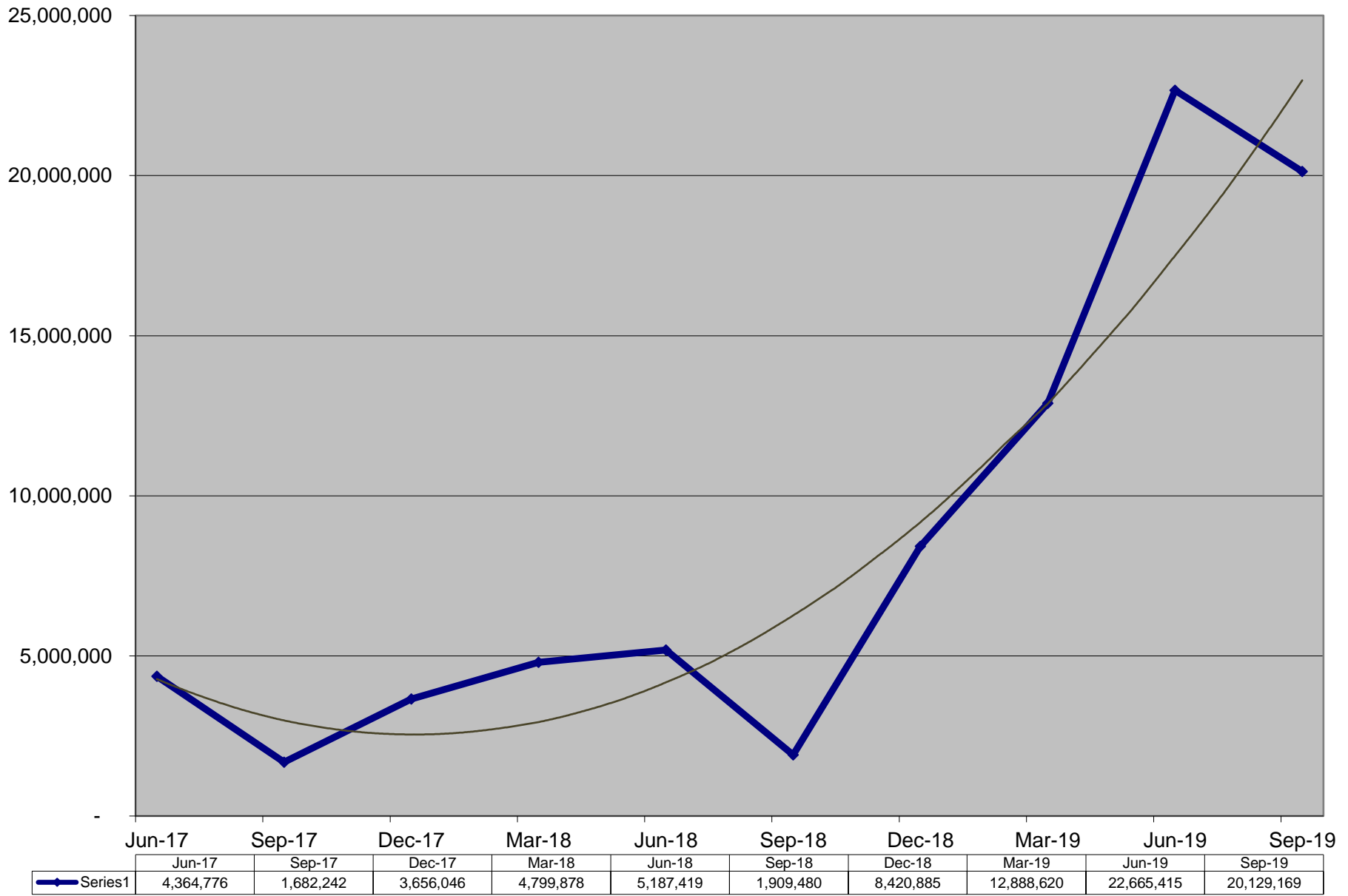
Investments in the report meet the requirements of the Town of Paradise's adopted investment policy.

Respectfully submitted,

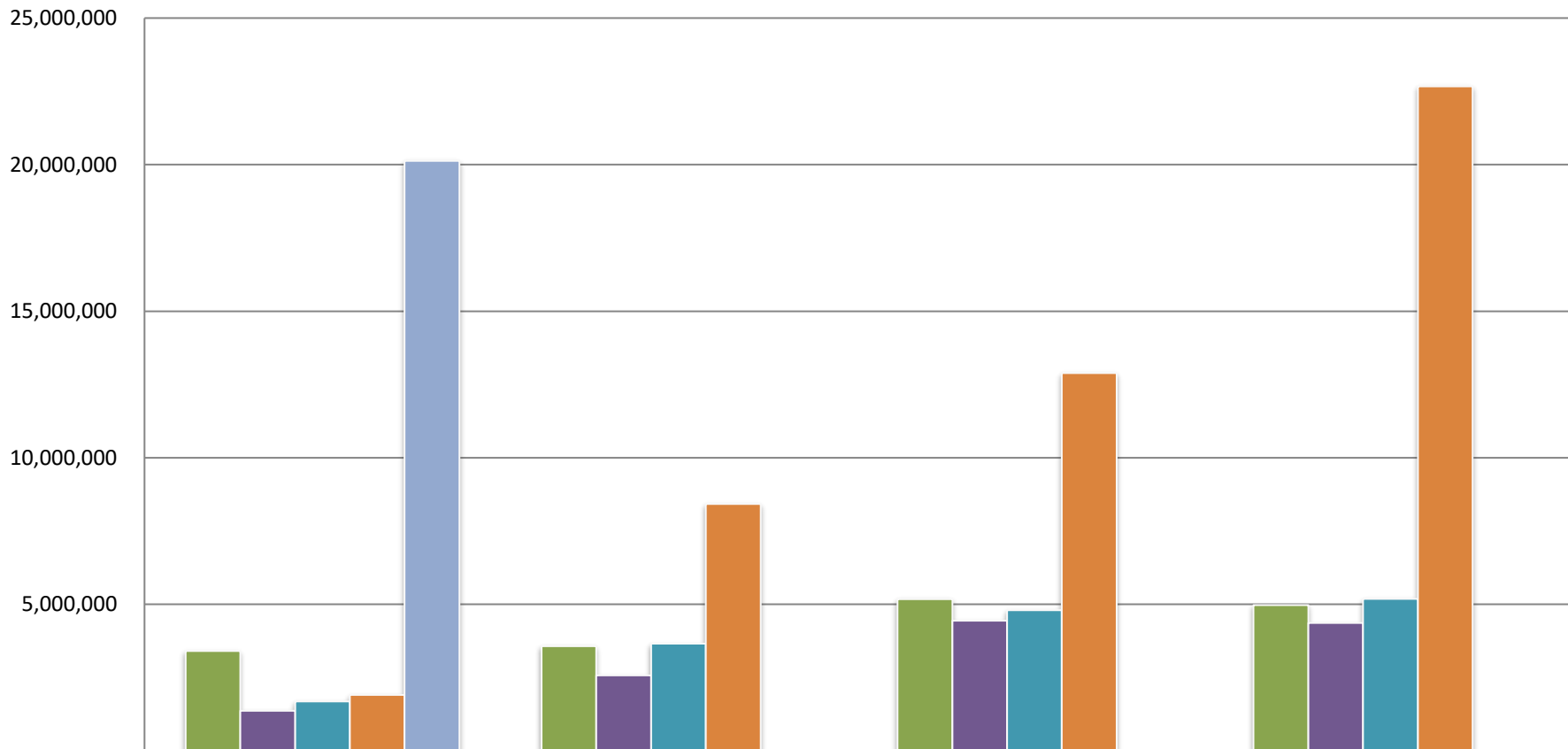
/s/

Gina S. Will
Finance Director/Town Treasurer

**Town of Paradise
Investment Balances
September 2017 - September 2019**



Town of Paradise Investment Balances 2015/16 - 2019/20



	Sept. 30th	Dec. 31st	March 31st	June 30th
2015/16	3,406,433	3,575,188	5,178,404	4,973,367
2016/17	1,368,222	2,571,507	4,442,724	4,364,776
2017/18	1,682,242	3,656,046	4,799,878	5,187,419
2018/19	1,909,480	8,420,885	12,888,620	22,665,415
2019/20	20,129,169			



**TOWN OF PARADISE
Council Agenda Summary
Date: January 14, 2020**

Agenda No. 2(d)

ORIGINATED BY: Laura Page, Disaster Recovery Director

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Accept donation of \$20,000 from Ray Morgan Company

COUNCIL ACTION REQUESTED: Accept Ray Morgan Company donation of \$20,000 to the Town of Paradise. The donation will be used to purchase 2 printers and an interactive whiteboard for the Building Resiliency Center (BRC).

Background: On November 8, 2018 Town of Paradise experienced the most destructive fire in our California's history, the Camp Fire killed 85 people, many who lived in Paradise and damaged or destroyed 14,888 structures (10,764 single family residential) within the Town of Paradise.

The improvements to the BRC, equipment and furniture are funded through a grant from USDA and generous donations from AT&T, North Valley Community Foundation-The Butte Strong Fund and this donation from Ray Morgan Company.

Discussion: A Town Council resolution provides for the formal presentation and acceptance of donations made to the Town of Paradise. 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).

As such, the Council is requested to accept the \$20,000 from Ray Morgan Company to be used towards the purchase of two printers and one interactive whiteboard.

Fiscal Impact Analysis: The donation of \$20,000 will provide a portion of the total projects matching grant funding so that the Town of Paradise General Fund is not impacted.



Town of Paradise
Council Agenda Summary
Date: January 14, 2020

Agenda Item: 2(e)

ORIGINATED BY: Susan Hartman, Community Development Director
REVIEWED BY: Lauren M. Gill, Town Manager
SUBJECT: Adoption of Town Ordinance No. 589

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

1. Waive second reading of the entire Town Ordinance No. 589 and approve reading by title only (roll call vote); **AND**
2. Adopt Town Ordinance No. 589, "An Ordinance Rezoning Certain Real Property From "AR-1" (Agricultural Residential, 1-Acre Minimum) to a "RR-1/2" (Rural Residential, 1/2-Acre Minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (MCAFE: PL19-00227)".

BACKGROUND:

On December 10, 2019, the Town Council adopted a Paradise General Plan land use map amendment and introduced Town Ordinance No. 589 for purposes of eventual adoption. The intent of the ordinance is to implement the adopted General Plan land use map amendment and to facilitate a conditionally approved lot line adjustment application by rezoning a portion of residential property from Agricultural Residential 1-acre minimum to Rural Residential ½-acre minimum.

DISCUSSION:

Town staff recommends that the Town Council waive the second reading of this entire ordinance; read it by title only; and formally adopt Town Ordinance No. 589 (copy attached). Once adopted, the provisions of this ordinance will be in legal effect thirty days thereafter.

FINANCIAL IMPACT:

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

Attachment

**TOWN OF PARADISE
ORDINANCE NO. 589**

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY FROM “AR-1” (AGRICULTURAL
RESIDENTIAL, 1-ACRE MINIMUM) TO A “RR-1/2” (RURAL RESIDENTIAL-1/2 ACRE
MINIMUM) ZONE PURSUANT TO PARADISE MUNICIPAL CODE SECTIONS 17.45.500 ET.
SEQ. (MCAFEE: PL19-00227)**

The Town Council of the Town of Paradise, State of California, does hereby
ORDAIN AS FOLLOWS:

SECTION 1. The hereinafter described real property situated in the Town of Paradise, State of California, shall be and is hereby zoned “RR-1/2” (Rural Residential 1/2-Acre Minimum) as described in Chapter 17.12 of the Paradise Municipal Code and such land area shall be subject to the restrictions, restricted uses and regulations of such chapter. The real property so zoned is located at 5218 Foster Road in the Town of Paradise, and more particularly identified as a portion of AP No. 055-130-026, as described in Exhibit “A” and attached hereto.

SECTION 2. This ordinance shall take effect thirty (30) days beyond the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance shall be published in a newspaper of general circulation and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 14th day of January 2020, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Greg Bolin, Mayor

ATTEST:

By: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM:

By: _____
Dwight L. Moore, Town Attorney

EXHIBIT "A"
REZONE
(MCAFEE)

All that certain real property situate in the Town of Paradise, County of Butte, State of California, described as follows:

A portion of Lot 4, as shown on that certain map entitled, "Map of Roes Subdivision of the S.E. Diagonal $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of Section 27, Township 22 North, Range 3 East, M.D.M.", which map was recorded in the Office of the Recorder of the County of Butte, State of California on December 9, 1908, in Book 6 of Maps at Page 42, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 4, said point being on the centerline of Foster Road;

Thence South $45^{\circ}26'28''$ East, along the North line of said Lot 4, a distance of 197.00 feet;

Thence leaving said North line, South $44^{\circ}26'00''$ West and parallel with the Northwesterly line of said Lot 4, a distance of 147.00 feet;

Thence North $45^{\circ}26'28''$ West, a distance of 197.00 feet to a point on the Northwest Lot line and said centerline of Foster Road;

Thence North $44^{\circ}26'00''$ East, along said Lot line and said centerline, a distance of 147.00 feet to the POINT OF BEGINNING;

Containing 0.665 acres, more or less

The Basis of Bearing of the above described property is the Northwesterly line of said Lot 4.



**Town of Paradise
Council Agenda Summary
Date: January 14, 2020**

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 Division in keeping with the principles of an effective and cost efficient Records Management Program

Council Action Requested: Adopt Resolution No. 20-___, A Resolution of the Town Council of the Town of Paradise Authorizing Destruction of Certain Town Records Maintained in the Finance Division 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 be 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 (original 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 Division already contracts for regular shredding service and any documents not containing confidential or sensitive information will be recycled.

**TOWN OF PARADISE
RESOLUTION NO. 20-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING DISPOSAL OF CERTAIN TOWN RECORDS MAINTAINED IN
STORAGE FOR THE FINANCE DIVISION 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 Division 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 14th day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Greg Bolin, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

EXHIBIT "A"

**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 Exhibits B attached to Resolution No. 20-__.

DATED:

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 + 4 years	
Accounts Payable "A-C"	07/01/12 – 06/30/13
Accounts Payable "D- IMPAC"	07/01/12 – 06/30/13
Accounts Payable "ICMA – PG&E"	07/01/12 – 06/30/13
Accounts Payable "Paradise Dive Center – U"	07/01/12 – 06/30/13
Accounts Payable "V-Z" Payment Batch Registers	07/01/12 – 06/30/13
Accounts Payable "A-B"	07/01/13 – 06/30/14
Accounts Payable "C-H"	07/01/13 – 06/30/14
Accounts Payable "I-L "	07/01/13 – 06/30/14
Accounts Payable "M-P"	07/01/13 – 06/30/14
Accounts Payable "Q-Z"	07/01/13 – 06/30/14
Accounts Payable Edit Lists/Check Logs	07/01/13 – 06/30/14
Capital Lease Documents – Paid Off	10/01/06 – 10/31/11
Deposits	07/01/11 – 09/30/11
Deposits	10/01/11 – 01/31/12
Deposits	02/01/12 – 04/30/12
Deposits	05/01/12 – 08/31/12
Deposits	09/01/12 – 11/30/12
Deposits	12/01/12 – 02/28/13
Deposits	03/01/13 – 05/31/13
Deposits	06/01/13 – 08/31/13
Deposits	09/01/13 – 11/30/13
Deposits	12/01/13 – 02/28/14
Deposits	03/01/14 – 05/31/14
Grants & CIP Accounting (CALHome, CDBG, CSO)	07/01/02 – 06/30/12
Journal Entries & Budget Adjustments	04/01/10 – 07/30/11
Journal Entries & Budget Adjustments	08/01/11 – 06/30/12
Payroll Liability Payments (PERS, Dues, Insurance)	2011
Payroll Liability Payments (PERS, Dues, Insurance)	2012
Payroll Tax Records	2005-2007
Receipts by Type (County, AVA, Doc Transfer, Mandate)	07/01/09 – 06/30/13
W2 Reporting	2005-2012
Finance – Audit + 5 years	
Bond Bank Statements & BHS Receivables	07/01/06 – 06/30/12
Bond Bank Statements	12/01/06 – 06/30/12
Lease Bank Statements, Street Reports, TDA Claims	07/01/97 – 06/30/13

**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**

Reviewed by:

Gina Will, Administrative Services Director/Town Treasurer



**Town of Paradise
Council Agenda Summary
Date: January 14, 2020**

Agenda Item: 2(g)

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

Reviewed by: Lauren Gill, Town Manager

Subject: Northern California Cities Self Insurance Fund (NCCSIF) Annual Report

Council Action Requested:

1. Receive and file the 2019/20 NCCSIF annual report.

Background:

“The Northern California Cities Self Insurance Fund (NCCSIF) is an association of municipalities joined together in 1979 to protect Member resources by stabilizing risk costs in a reliable, economical and beneficial manner while providing members with broad coverage and quality services in risk management and claims management.” There were eight founding members, and today the membership is twenty-two strong with its newest addition in 2013.

Each member has a representative and an alternate that serves on the JPA Board. The Administrative Services Director/Town Treasurer and the HR/Risk Manager are the Town’s current representatives. Members take turns rotating through the executive committee.

The Town of Paradise joined the NCCSIF Liability Program in 1985 and the Workers Compensation program in 1987. Today, the Town participates in the following NCCSIF programs:

Liability Program

“The Liability Program provides coverage for losses Member Entities become legally obligated to pay as damages because of bodily injury, property damage, employment practices liability, personal injury and public officials’ errors or omissions.” Coverage is provided through three layers:

Banking Fund	\$0 - \$50,000
Shared Risk	\$50,001 - \$500,000
Excess Coverage	\$500,001 - \$40,000,000

Workers' Compensation

"California Workers' Compensation laws require every employer to provide benefits to employees for injury and/or illness arising out of, or in the course of, employment. Statutory benefits prescribed by law include:

- Medical Treatment
- Temporary Disability Payments
- Permanent Disability Compensation
- Rehabilitation
- Death Benefits

Coverage is provided through three layers:

Banking Fund	\$0 - \$100,000
Shared Risk	\$100,001 - \$500,000
Excess Coverage	\$500,001 – Statutory Limit

Property Program

"NCCSIF continues to offer coverage through the Alliant Property Insurance Program. This group purchase program provides:"

- Broad Replacement Cost coverage
- \$5,000 deductible per claim
- Rental Income and Tax Interruption
- Course of Construction (Builder's Risk)
- Increased Cost of Construction (Code Upgrade)
- Boiler & Machinery Coverage at a \$100,000,000 limit per occurrence and \$2,500 deductible per claim
- Auto Coverage with optional Replacement Cost
- Pollution Liability
- Cyber Liability

Crime Program

"The NCCSIF Crime Program provides for coverage of employee theft through the National Union Insurance Company, A.M. Best Rated A XV." It covers theft, forgery and computer fraud up to \$3,000,000 and has a \$5,000 deductible.

Motor Vehicle Program

This program designed especially for public agencies and rural cities, provides vehicle and mobile equipment protection. It replaces property less than three years old on a

replacement cost basis and everything else at market value. The Town covers vehicles still obligated under lease purchase agreements, fire engines and equipment and other large and expensive vehicles and equipment.

Identity Fraud Protection

Member employees receive protection from the impact of identity fraud with a limit of up to \$25,000 to reimburse many of the costs and expenses associated with identity recovery.

Employee Assistance Program

“The EAP assists City employees and all of their family members in identifying and resolving personal concerns, including health, marital, family, financial, alcohol, drug, legal, stress, or other personal issues that may affect job performance.”

Discussion:

NCCSIF, celebrating 40 years of coverage, is a well managed and fiscally conservative JPA. For several years the JPA released over \$15 million in dividends to members to help ease the strain of the recession. The Town received over \$1.1 million in dividends from 2008/09 through 2012/13. Even with such release of dividends, the JPA has maintained healthy cash reserves and equity.

“The Liability Program continues to improve and maintain assets in excess of the pool’s target benchmarks, allowing for a refund in the banking layer for most members and continued growth in Net Position in the Shared Layer.” This year the pool is able to maintain funding at an 80% confidence level with a 2.3% increase in rate.

“The Workers’ Compensation program continues to deliver better than expected results, allowing members to maintain the funding confidence level at 80% with a 3% decrease in the rate.”

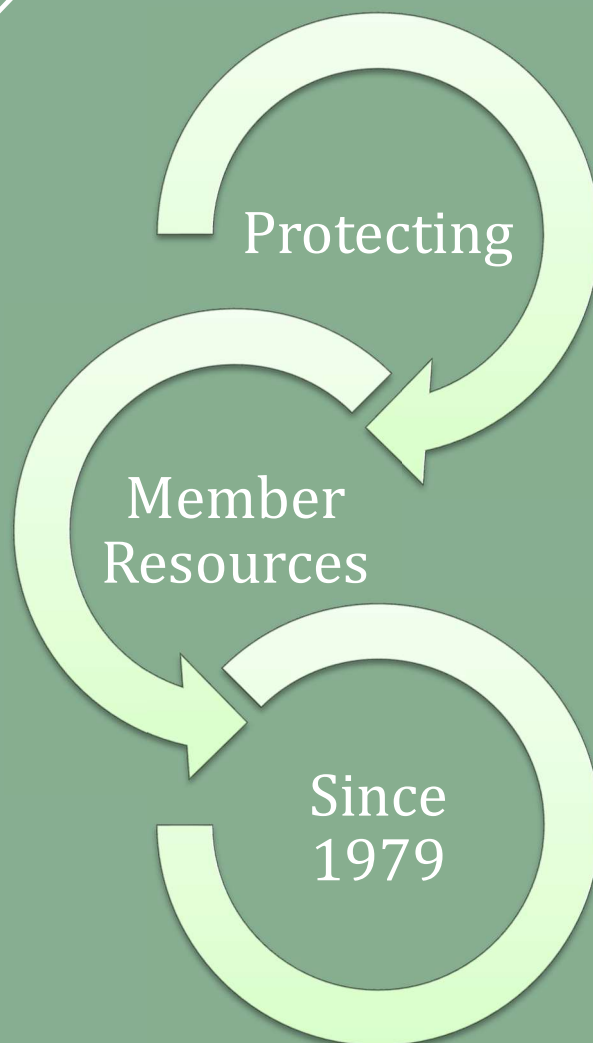
Due to an extreme number of losses, including California wildfires, storms in the central U.S, and hurricanes here and overseas, the property program rates increased almost 46%, from \$0.094 to \$0.137 per \$100 in value. This program remains competitively priced compared to other options.

Fiscal Analysis:

There is no fiscal impact to receiving this report.

NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND

Celebrating 40 Years





40th Anniversary Luncheon Photos



LETTER TO OUR MEMBERS

Dear Members,

The 2019/20 Annual Report celebrates the 40th anniversary of NCCSIF with a new logo that recognizes the group's history while "rebranding" as NorCal Cities SIF to confirm a commitment to facing the changes and challenges of the next 40 years and beyond.

As evidence of the commitment to facing what may look like unsurmountable obstacles, last year the Town of Paradise was almost completely leveled by the Camp Fire and the community faced an uncertain future. NCCSIF members and service providers have and will continue to assist in recovery, and today the Town is preparing to rebuild, with a special "Building Resiliency Center" opening to process the thousands of building permits being requested.

NorCal Cities members continue to expand risk management training and services that contribute to the group's financial stability. **Net Position increased \$6,210,546, after payment of dividends totaling \$1,544,747.** Total assets increased by almost \$6 million; liabilities decreased by \$265,000. Net cash from operations increased by \$551,869 due to increased member contributions and less paid to vendors.

The Workers' Compensation Program continues to deliver better than expected results, allowing members to **maintain the funding confidence level at 80% with a (-3%) decrease in the rate.** During the same period the program returned over \$1.7 million in dividends to its members. This continues to buck the trend of rate increases seen by other groups and is the result of continued focus on risk and claims management that includes ergonomic and return to work programs as well as partnering with doctors and therapists to provide prompt diagnoses and effective treatment.

The Liability Program continues to improve and maintain assets in excess of the pool's target benchmarks, allowing for a refund in the Banking Layer for most members and continued growth in Net Position in the Shared Layer. This growth in assets allowed the members to forego a planned assessment last year and instead **increase the annual funding confidence level from 75% to 80%.** Members agreed to maintain that funding level this year with only a 2.3% increase in the rate, again very modest in light of increasing premiums for excess liability coverage due to the increasing severity of claims and a resulting reduction of insurance capacity.

In addition to increasing liability risks, members and their communities continue to face extreme challenges in dealing with wildfires and a lack of affordable insurance. One member joined the Property Program this year after having their coverage non-renewed, just one example of NCCSIF continuing to provide resources to assist in managing the ever-changing risk landscape we face here in Northern California. The group is committed to ongoing innovation of its programs and services to address the traditional and emerging risk exposures facing its members. I am proud to serve as NCCSIF President and support the continued success of the group in providing exceptional service and sound risk management practices to our members now and into the future.

Sincerely,



Liz Ehrenstrom

NCCSIF President

Human Resources Director - City of Oroville



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HISTORY OF THE JPA

NCCSIF was **founded in 1979** as the Northern California Cities **Workers' Compensation Fund**.

Formed as a Joint Powers Authority (JPA), it is **one of the first pooled municipal programs in California**.

In 1981, members formed the Liability Program to apply the same concepts of pooling coverage for comprehensive coverage designed for municipalities.

In 1987, the Joint Powers Authority's name was changed to **Northern California Cities Self Insurance Fund (NCCSIF)**.

The same year NCCSIF began to offer group purchase of:

- Property,
- Crime, and
- Employee Assistance Program (EAP) coverage.

In 1991, the pool **began shared risk programs** for Liability and Workers' Compensation.

The group has grown to **twenty-two cities** that **pool coverage to \$500,000** for both Workers' Compensation and Liability.

In 1993, NCCSIF joined CJPRMA for Excess Liability Coverage.

The same year NCCSIF became one of the first pools to achieve **CAJPA Accreditation with Excellence**.

In 2003, NCCSIF joined CSAC-EIA for Excess Workers' Compensation Pooled Coverage.

Since 2008 NCCSIF has expanded coverage and increased the number and variety of risk management services and resources for members, including:

- **Cyber and Pollution Liability Coverage** through the Property Program
- Online training and risk management resources through TargetSolutions
- **Sewer operations risk management** through DKF Solutions
- Police Policy updates and training through Lexipol
- Body-worn camera grants for police agencies
- **Risk Management Best Practices and Scorecard** to benchmark and improve member operations
- Comprehensive Risk Assessments, training and consultation from Sedgwick Risk Services
- Deadly Weapons Response Coverage to assist members in responding to such incidents.

The JPA also piloted a half-day information packed workshop on **Risk Management 101 for Supervisors and Managers**, a collaborative effort by Alliant and Sedgwick Claims and Risk Control consultants. The workshop provides a better understanding of how a City manages their risks, tools and techniques to mitigate loss exposures, and the resources available through NCCSIF to help them reduce their losses.

MISSION STATEMENT

The Northern California Cities Self Insurance Fund (NCCSIF) is an association of municipalities joined together to *protect Member resources* by stabilizing risk costs in a reliable, economical and beneficial manner while providing members with broad coverage and quality services in risk management and claims management.



GOVERNANCE

NCCSIF operates under the direction of its 22 Member Cities, with each member represented on the Board of Directors. The Executive Committee consists of seven to eleven members that rotate on a geographical basis, with the President, Vice President and Treasurer elected by the Board. Four other committees review and make recommendations regarding risk management, claims, or financial issues.

BOARD OF DIRECTORS

The Board of Directors of NCCSIF is composed of a representative appointed by the City Council of each member agency. An Alternate Representative is also appointed to serve and may vote in the Board Member's absence. Current Board Members and Alternates are listed below.



Member	Board Director	Alternate
City of Anderson*	Liz Cottrell	Jeff Kiser
City of Auburn	Cristina Shafer	Vacant
City of Colusa	Toni Benson	Vacant
City of Corning*	Kristina Miller	Tom Watson
City of Dixon	Rachel Ancheta	Kim Stalie
City of Elk Grove	Brad Koehn	Kara Redding
City of Folsom*	Jim Francis	Kristine Haile
City of Galt*	Joanne Narloch	Tom Haglund
City of Gridley	Vacant	Elisa Arteaga
City of Ione	Jon Hanken	Lori McGraw
City of Jackson*	Yvonne Kimball	Dalacie Blankenship
City of Lincoln	Veronica Rodriguez	Ruthann Codina
City of Marysville	Jennifer Styczynski	Karen Peters
City of Nevada City	Loree McCay	Catrina Olson
City of Oroville	Elizabeth Ehrenstrom	Vacant
Town of Paradise	Gina Will	Crystal Peters
City of Placerville*	Dave Warren	Cleve Morris
City of Red Bluff	Sandy Ryan	Anita Rice
City of Rio Vista*	Jose Jasso	Jen Lee
City of Rocklin	Kimberly Sarkovich	Andrew Schiltz
City of Willows*	Tim Sailsbery	Vacant
City of Yuba City	Vacant	Robin Bertagna

**Founding Members*



GOVERNANCE



EXECUTIVE COMMITTEE

The Executive Committee is a standing committee of the Board that acts as a steering committee for overall operation of the JPA and has been delegated certain duties in the Bylaws. The President of the Board serves as the Chair of the Committee, with the Vice President and Secretary as voting members. Remaining voting seats are selected on a rotating geographical basis. The Treasurer and CJPRMA Board Representative are non-voting members of the Committee.

Member	Name	Position
City of Oroville	Elizabeth Ehrenstrom	President
City of Folsom	Kristine Haile	Vice President
City of Willows	Tim Sailsbery	Treasurer
Town of Paradise	Gina Will	Secretary
City of Galt	Joanne Narloch	Member-at-large
City of Gridley	Elisa Arteaga	Member-at-large
City of Lincoln	Veronica Rodriguez	Member-at-large CJPRMA Board Representative
City of Nevada City	Loree McCay	Member-at-large
City of Rio Vista	Jen Lee	Member-at-large



GOVERNANCE

CLAIMS COMMITTEE

The Claims Committee reviews claims in the Shared Risk Layer, authorizes settlements and makes determinations on coverage. The Claims Committee has settlement authority from a Member's Banking Layer up to \$250,000, and the Executive Committee has authority to settle claims in excess of that amount for both Liability and Workers' Compensation. The Committee also reviews NCCSIF's claims management practices, claim audits, litigation management and approved attorney lists and makes recommendations as needed. The Executive Committee appoints members to the Claims Committee from their ranks.



FINANCE COMMITTEE

The NCCSIF Board of Directors has delegated financial investment authority and other duties to the Executive Committee. The Executive Committee delegates these duties to the Finance Committee on an as-needed basis. The Treasurer is appointed annually by the Board and serves as the Chair of the Finance Committee.

RISK MANAGEMENT COMMITTEE

NCCSIF established a Risk Management Committee in 1991, comprised of at least one member from each City. Over the years it has been enriched by participation from employees from Public Works, Finance, Human Resources, Police, Fire, and City Management who have contributed a broad range of ideas and best practices to the members.

The Committee's goal is to foster member risk management programs to reduce the frequency and severity of accidents and claims for loss or damage. Recognizing this goal, the Committee annually recommends and administers a budget to provide each member hands-on risk management consultation and training. For FY 19/20 the risk management budget is \$488,214, or 37% of the pool's total administration expenses.

POLICE RISK MANAGEMENT COMMITTEE



Given the importance of managing public safety risks and the unique nature of their operations, members formed a separate Police Risk Management Committee, and all members with police departments are encouraged to participate. Members meet quarterly to share risk management tips, keep abreast of legislative and case law changes, and attend a training session at each Committee meeting.

The Committee also reviews major claims for risk management practices that can be shared or improved and evaluates equipment to prevent or minimize losses. In the last five years, members have approved a **total of \$300,000 in grant funds to purchase body-worn cameras** and storage. Each meeting includes feedback on how effective the cameras have been in **reducing the number of claims and their severity**.

FY 19/20 MEMBERS PARTICIPATING IN EACH PROGRAM

MEMBER	POOLED PROGRAMS		GROUP PURCHASE						INDIVIDUAL PURCHASE						Alliant Special Events Program
	WORKERS' COMP	LIABILITY	APIP PROPERTY	APIP Auto Physical Damage	APIP FLOOD	ACIP CRIME	ID FRAUD Expense Reimbursement	ADWRP	AMVP Auto Physical Damage	AIRPORT	POLLUTION	DIC-Earthquake	Fiduciary Liability	EAP through ACI	
City of Anderson	✓	✓	✓			✓	✓	✓	✓					✓	✓
City of Auburn	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓
City of Colusa	✓	✓	✓			✓	✓	✓	✓					✓	✓
City of Corning	✓	✓				✓	✓							✓	
City of Dixon	✓	✓	✓			✓	✓	✓	✓					✓	✓
City of Elk Grove	✓						✓								✓
City of Folsom	✓	✓	✓	✓			✓	✓					✓	✓	✓
City of Galt	✓	✓	✓	✓		✓	✓	✓							
City of Gridley	✓	✓	✓			✓	✓	✓	✓					✓	
City of Ione	✓	✓	✓	✓	✓	✓	✓	✓			✓			✓	✓
City of Jackson	✓	✓	✓				✓		✓					✓	✓
City of Lincoln	✓	✓	✓	✓		✓	✓	✓		✓	✓			✓	
City of Marysville	✓	✓	✓		✓	✓	✓	✓	✓					✓	
City of Nevada City	✓						✓								✓
City of Oroville	✓	✓	✓	✓		✓	✓	✓		✓					
Town of Paradise	✓	✓	✓			✓	✓	✓	✓					✓	✓
City of Placerville	✓						✓								✓
City of Red Bluff	✓	✓	✓	✓		✓	✓	✓		✓		✓		✓	
City of Rio Vista	✓	✓				✓	✓		✓	✓				✓	✓
City of Rocklin	✓	✓	✓			✓	✓	✓	✓						✓
City of Willows	✓	✓				✓	✓								
City of Yuba City	✓	✓	✓	✓	✓	✓	✓	✓							

APIP = Alliant Property Insurance Program

ADWRP = Alliant Deadly Weapon Response Program

Special Events serviced by Penny DeWitt in Newport Beach office

ACIP = Alliant Crime Insurance Program

AMVP = Alliant Mobile Vehicle Program



Celebrating 40 Years

LIABILITY PROGRAM

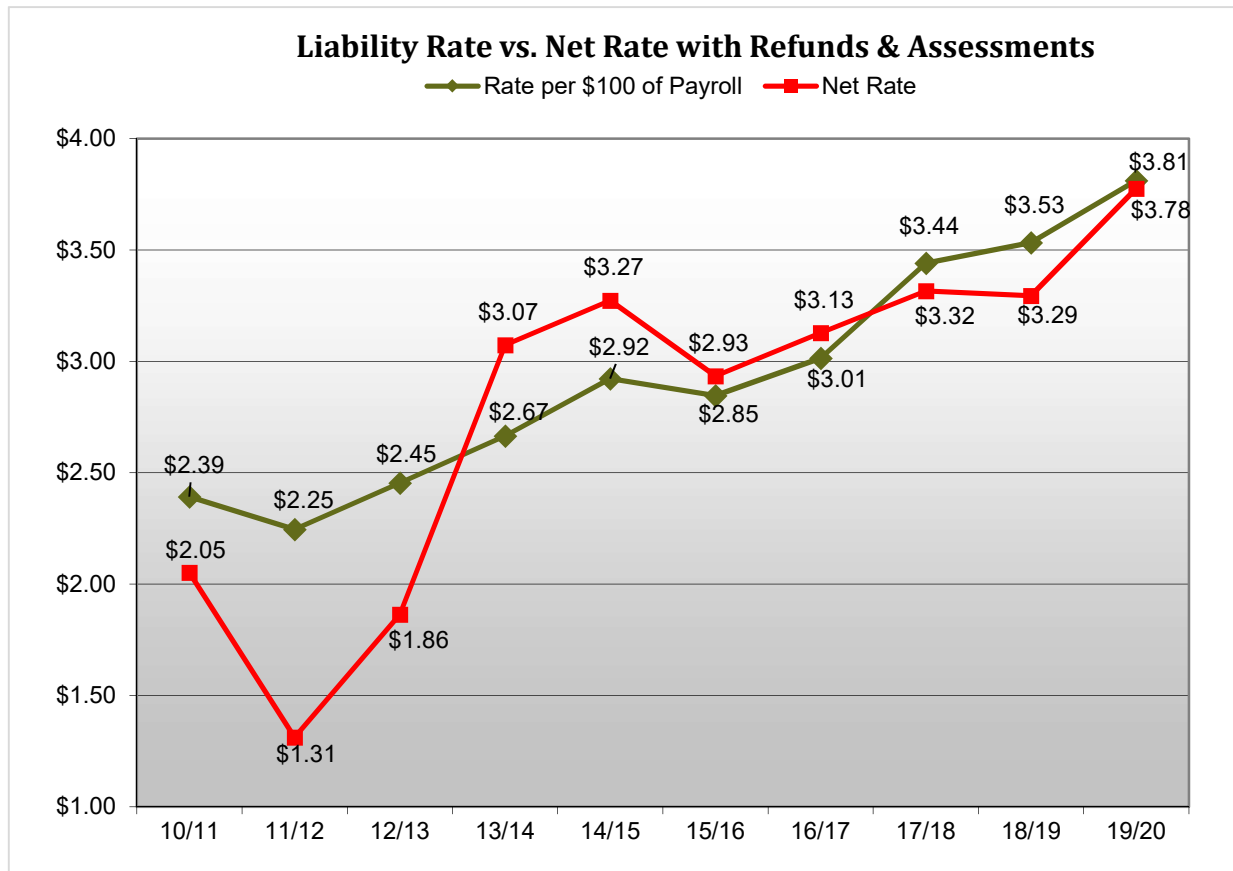
FINANCIAL HIGHLIGHTS

Total FY 19/20 funding for the Liability Program is \$6,549,555. Members agreed to **maintain the funding Confidence Level at 80%**, in spite of a total premium increase of 11%. Member payroll accounted for 3% of the increase, with the base rate for the NCCSIF coverage increasing by 2.3% and the excess coverage by 4%. Favorable loss development and the impact of increasing the confidence level contributed to a Shared Layer **increase of \$1,130,443 (75%) in Net Position**, continuing to exceed target benchmarks.

PROGRAM HIGHLIGHTS

The Board of Directors annually reviews the Banking and Shared Risk financial status to evaluate the appropriateness of declaring either a refund or an assessment. **The Banking Fund returned net dividends of \$234,280** to Members who exceeded their target funding levels. The Shared Risk Layer continues to increase without the need for assessments now that funding levels again exceed target benchmarks. The following chart shows the historical rates with and without the impact of refunds and assessments.

Nine years ago the Liability Program **net rates reached historic lows due to large dividends** that continued for several years. The gross rate hit a low of \$2.25 in 2012 before climbing to \$3.44 in 2018, in part due to increased losses during a period when the Shared Layer was \$1 million. The rate has also increased due to an **increase in the funding Confidence Level over the last five years**, from 65% in 14/15; 67.5% in 15/16; 70% in 16/17; 75% in 17/18; and 80% in 18/19. The increase in the net rate is due to Shared Risk Layer Assessments over four years from 13/14 to 16/17.



WORKERS' COMPENSATION PROGRAM

COVERAGE HIGHLIGHTS

California Workers' Compensation laws require every employer to provide benefits to employees for injury and/or illness arising out of, or in the course of, employment. Statutory benefits prescribed by law include:

- **Medical Treatment**
- **Temporary Disability Payments**
- **Permanent Disability Compensation**
- **Rehabilitation**
- **Death Benefits**



Like the Liability Program, coverage is divided into three separate layers, Banking, Shared Risk and Excess as illustrated in the chart to the right.

All three coverage layers include self-insurance. The Banking Layer is funded to pay for each Member's own claims, similar to a deductible. The Shared Risk Layer is funded to pay for claims that are shared by all NCCSIF Members. **The Excess Layer is funded through the CSAC Excess Insurance Authority (CSAC EIA).**



<p><u>Excess Layer</u></p> <p>Excess Insurance: \$5,000,000 to Statutory CSAC-EIA Members: \$500,000 - \$5,000,000 Including Employer's Liability</p>
<p><u>Shared Risk Layer</u></p> <p>Banking Layer Limit to \$500,000</p>
<p><u>Banking Layer</u></p> <p>All Members: \$0 to \$100,000</p>

CSAC-EIA is a risk-sharing pool of most of the counties and many cities and special districts in California. Since 2003, NCCSIF has participated in the EIA, currently providing coverage from \$500,000 to \$5 Million and purchasing excess reinsurance to provide Statutory limits. The program also provides Employer's Liability Coverage up to \$5 Million. CSAC-EIA provides a variety of risk management resources, including online training, consulting and monthly webinars on a variety of topics.

FINANCIAL HIGHLIGHTS

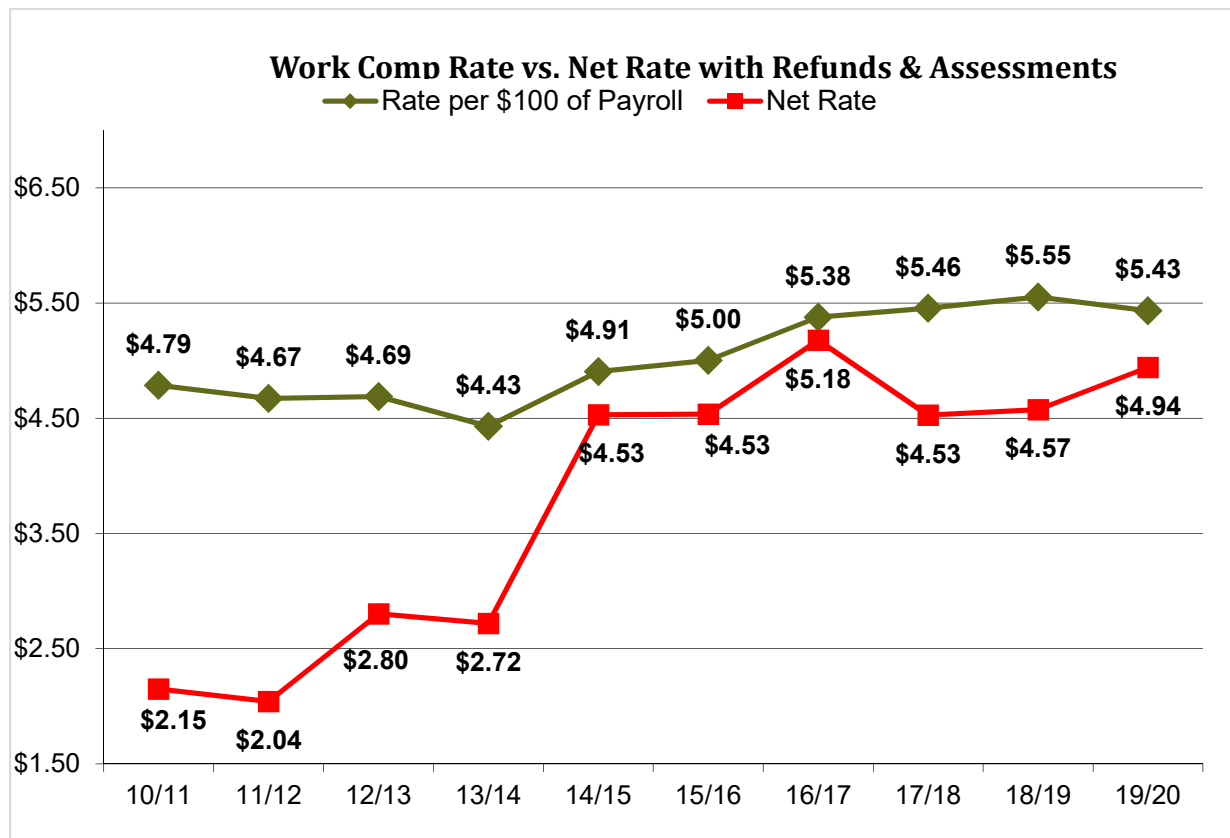
The total cost of the program for FY 19/20 is \$12,576,571, before dividends, an increase of 3% over the prior year due to a 5% increase in payroll. **The underlying rate decreased (-3%)** while maintaining the funding confidence level at 80%. Over the last five years members have increased the annual funding confidence level from 60% to 80%, a funding increase that has provided a consistently high margin for maintaining budget stability and meeting or exceeding financial benchmarks.

The Board of Directors annually reviews the Program's financial status to evaluate the appropriateness of declaring either a refund or an assessment. In 2019 NCCSIF **returned \$889,000 in Shared Layer dividends** to its members and **\$888,546 in dividends in the Banking Layer.**

WORKERS' COMPENSATION PROGRAM

PROGRAM HIGHLIGHTS

The following chart shows the historical rates with and without the impact of refunds and assessments. Rates were relatively low and stable from 09/10 to 13/14, largely due to the last regulatory reforms, but they have been increasing since then, though members have also **increased the Confidence Level from 60% to 80% over the last few years, increasing the financial stability of the pool**. Factoring in the refunds and assessments over the years results in a net rate that has dipped as low as \$2.04 per \$100 of payroll.



These results are due to a combination of NCCSIF cost containment strategies, including return to work modified duty placement for injured workers, increased loss control training for the members, and quality claims management from Sedgwick. They provide a “Fall into Education” Training Conference available to all NCCSIF members free of cost designed to enhance knowledge about the Workers’ Compensation claims process and increase risk management and return to work efforts.

Looking Ahead

Members will continue to receive hands-on training and assistance regarding Workers’ Compensation claims, including regular claim reviews, Work Comp 101. Sedgwick will also work with members in identifying qualified medical providers closer to member cities.



PROPERTY PROGRAM

COVERAGE HIGHLIGHTS

NCCSIF continues to offer coverage through the Alliant Property Insurance Program (APIP). This group purchase program provides the following coverages:

- **Broad Replacement Cost valuation**
- \$5,000 All Risk Deductible per claim
- **Rental Income and Tax Interruption**
- Course of Construction (Builder's Risk)
- **Auto Coverage with optional Replacement Cost**
- **Increased Cost of Construction (Code Upgrade)**
- Boiler & Machinery Coverage: \$100,000,000 limit per occurrence & \$5,000 deductible per claim
- **OPTIONAL Flood coverage** with deductible of \$100,000, or \$250,000 for Flood Zones A & V



The APIP Property Program *automatically includes coverage for Pollution Liability as well as Cyber Liability.*

POLLUTION LIABILITY

- Shared limit of \$2M between all NCCSIF members that participate in APIP
- New Pollution Conditions or Indoor Environmental Conditions Coverage: First-party and third-party coverage for **claims arising out of a pollution condition on, at, under or migrating from a covered location, or an indoor environmental condition** at a covered location
- Transportation Coverage: First-party and third-party coverage for claims arising out of a pollution condition resulting from transportation
- Non-Owned Disposal Site Coverage: Third-party coverage for claims arising out of a pollution condition on, at, under or migrating *from a non-owned disposal site*
- **Coverage for catastrophe management costs and emergency response costs** (first-party remediation costs incurred within seven (7) days following the discovery of a pollution condition) included, **provided that the claim is reported to the insurer within seven (7) days.**

CYBER LIABILITY

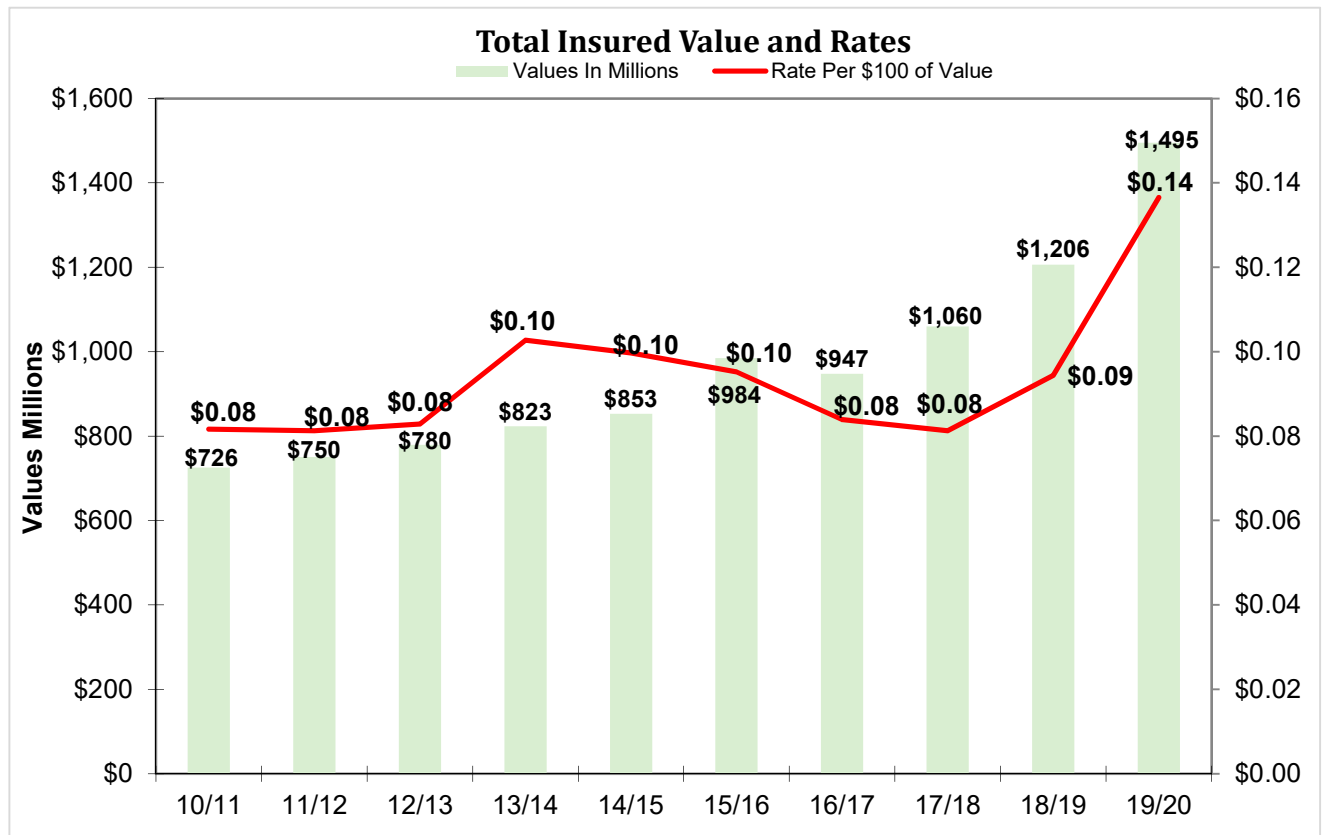
- Information Security & Privacy Liability – each member in APIP has a \$2 Million limit, with higher limits available
- **Privacy Notification Costs** limit of \$500,000 (limit is increased to \$1M if Beazley Vendor Services are used)
- **Cyber Extortion Loss**
- Data Protection Loss and Business Interruption
- **Fraudulent Instruction** resulting directly from an Insured having transferred, paid, or delivered any Money or Securities as a direct result of Fraudulent Instructions.



PROPERTY PROGRAM

FINANCIAL HIGHLIGHTS

For FY 19/20 NCCSIF total insurable values increased 24%, to almost \$1.5 Billion. The rate increased almost 46%, from \$0.094 to \$0.137, due to the extremely hard insurance market brought about a number of losses, including the CA wildfires, convection storms in the central U.S., and hurricanes along the coast and overseas. In spite of the increase, the Program remains the most competitive option as witnessed by a new member joining this year to obtain broader coverage and avoid a doubling of their premium.



LOOKING AHEAD

The APIP Program provides Real Property Appraisals based upon Real Property Replacement Cost for scheduled locations (Appraisals do not include Personal Property/Contents). Property Appraisals of scheduled buildings are conducted every five years to maintain accurate valuations. Buildings valued over \$5 Million are appraised at no cost to the member. Appraisals for properties below \$5 million are available at reduced group rates, and **members received property appraisals** prior to the FY 19/20 renewal.

Updated appraisals of all buildings are especially important in this period of rising rates, particularly in California, with the cost and availability of coverage a major issue for many member communities.



CRIME PROGRAM

COVERAGE HIGHLIGHTS

The ACIP Crime Program provides coverage for employee theft, robbery, fraud, forgery, and other types of crimes through the National Union Fire Insurance Company, A.M. Best Rated A (XV). The **per occurrence limit has remained at \$3,000,000** since FY 17/18, with a \$5,000 deductible, with higher limits available for members to obtain separately.

The ACIP policy also covers Faithful Performance of Duty and deletes typical exclusions for Treasurers, Tax Collectors, and Bonded Employees. Therefore, **there is no need for the city to purchase individual bonds** for city officials who are required by law to give bonds for the faithful performance of their duties. To assure coverage **the City must pass a resolution authorizing the use of a Master Crime Policy.**

The ACIP Coverage contains the following:

- Employee Theft
- Robbery or Safe Burglary
- Computer Fraud
- **Faithful Performance of Duty**
- Funds Transfer Fraud
- **Investigative Expenses – Sublimit of \$75,000**
- Forgery or Alteration including Credit, Debit or Charge Card Forgery
- Includes chairperson and members of committees as employees
- **Includes volunteer workers other than fund solicitors as employees**
- Includes specified directors and trustees on committees as employees
- **Deletes Treasurer/Tax Collector and Bonded Employees exclusions**
- Includes specified non-compensated officers as employees
- Specified City Officials Coverage Endorsement (for cities that are required by their city charter to individually bond certain employee or officer positions)



Sixteen of the twenty-two NCCSIF members participate in the ACIP Crime program: Cities of Anderson, Auburn, Colusa, Corning, Dixon, Galt, Gridley, Ione, Lincoln, Marysville, Oroville, Red Bluff, Rio Vista, Rocklin, Yuba City and Town of Paradise.

LOOKING AHEAD

As crime incidents are increasing in frequency and more commonly through computer fraud members could benefit from the added security a higher limit of insurance affords—NCCSIF members are always **encouraged to explore a higher limit of insurance in the ACIP program.** Members who do not currently participate in the ACIP Crime Coverage but would like additional information should contact the Program Administration for assistance with a quote.



OTHER PROGRAMS

ALLIANT MOBILE VEHICLE PROGRAM (AMVP)



Select Members of NCCSIF are enrolled in the Alliant Mobile Vehicle Program (AMVP), initially designed specifically for public agencies with a limited number of higher-valued vehicles or special equipment. The program has expanded to include all types of vehicles and mobile equipment. It provides All Risk Equipment Coverage **including earthquake and flood for scheduled equipment**. Claims valuation is on a replacement cost basis for vehicles or equipment less than three years old, otherwise the policy pays to repair or replace damaged property on a like kind and quality basis (not new for old). Currently ten of the twenty-two NCCSIF Members are enrolled in this program. The deductible varies for each member as selected.

Identity Fraud Protection

Member employees receive protection from the impact of identity fraud with Identity Fraud Reimbursement Coverage and Resolution Services through Travelers Insurance Company, with a **limit of up to \$25,000 to reimburse many of the costs and expenses associated with identity recovery**, including lost wages, attorney fees, and document replacement fees.



Employees as well as their immediate family members have 24/7 access to an expert fraud specialist to provide unlimited assistance in restoring a victim's identity. They also have access to online educational resources providing tips, information and steps to avoid becoming a victim of identity theft. NCCSIF members will receive step-by-step guidance through the resolution process, 3-in-1 credit reporting, as well as one year of free credit, cyber and fraud monitoring in the event of a fraud incident.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Thirteen NCCSIF members participate in the group purchase of an Employee Assistance Program (EAP). An EAP is a worksite-based program designed to assist City employees in identifying and resolving personal concerns, including, but not limited to, health, marital, family, financial, alcohol, drug, legal, emotional, stress, or other personal issues that may affect job performance.



ACI's program includes employees and ALL of their family members – whether or not they live in the home.

The program features a benefit package which includes:

- Counseling and training
- Critical Incident Stress Debriefing (CISD)
- Childcare and eldercare resources
- Legal and financial consultation

SERVICES

PROGRAM ADMINISTRATION

Alliant Insurance Services provides overall program administration, including meeting agendas, underwriting, and management of governing documents and policies. In addition, Alliant provides consultation and advice regarding:

- **Insurance requirements in contracts**
- Certificates of insurance and endorsements
- **Best Practices for Municipal Risk Management**
- Safety Grant administration



CLAIMS MANAGEMENT

Sedgwick provides **claims management for both the Liability and Workers' Compensation Programs**. The Sedgwick claims examiner is responsible for advising the member on the merits of each claim and the appropriate action to be taken, as well as providing for necessary investigation of claims and oversight of legal defense. Sedgwick manages litigated claims **based on NCCSIF's Litigation Management Guidelines** using a group of select attorneys chosen for their skill in public entity defense of Liability and Workers' Compensation claims.



RISK MANAGEMENT

NCCSIF hired Bickmore Risk Services in 2012 as their Risk Control Services provider to perform a Hazard and Risk Assessment for each member and **recommend policies, procedures, and training to address their individual needs**. As a result, members are receiving more direct assistance in managing their operations in ways that reduce the frequency and severity of claims. In 2018 Bickmore was purchased by York Risk Services and in 2019 Sedgwick purchased York, *without an interruption in service to NCCSIF*.

Consulting by Sedgwick includes:

- Hotline Services – call with any safety question
- **Program/Policy Development**
- Safety Materials
- **Training Matrix** – details the type and frequency of training required for member employees
- **Hazard & Safety Assessments**
- On-site Training
- Webinars – on a variety of Risk Management Topics



TARGETSOLUTIONS (PROVIDED BY CSAC-EIA)

NCCSIF members have access to a comprehensive online training platform to ensure compliance with OSHA, fire safety training, and ethics requirements. Target Solutions offers an **online based training platform** which members can access remotely and helps track training completed by employees.

LEXIPOL

NCCSIF law enforcement agencies are provided Lexipol policy and training services. Lexipol provides comprehensive, defensible public safety policy content and integrated policy training. The **Daily Training Bulletins (DTB) bring the manual into practice through real-life, scenario-based training exercises** emphasizing high-risk, low frequency events. DTBs often qualify for continuous training certification.



SERVICES

MEMBER TRAINING FUND

For FY 19/20, **members are allotted \$4,000 training fund towards risk management related training** and/or attendance to annual CAJPA, PARMA, CalPELRA, or other Risk Management Conferences. Attendance at Risk Management Conferences helps educate members on claim reduction strategies and other cost control mechanisms.



SEMINARS AND REGIONAL WORKSHOPS

Selection of topics determined annually by the Board and Members, including:

- **Sedgwick:** on-site sessions covering ergonomics, OSHA compliance, customized training and email communications.
- **Regional Workshops:** NCCSIF conducts regional workshops on pertinent safety topics. Topics for 2019 consisted of Heat Illness Prevention Train the Trainer, Temporary Traffic Control and Flagging, Homeless Encampment Clean-up and Workplace Violence Prevent and Active Shooter.
- **General Liability and Police Risk Management** related trainings provided through CJPRMA on a wide variety of topics.

WEBSITE

NCCSIF website resources include a Risk Management tab where members can access Risk Management information, including **recommended policies, procedures and best practices**. Please take a moment to visit our website at: www.nccsif.org.

ALLIANTCONNECT



AlliantConnect is a web based portal that provides a secure way for NCCSIF members to access coverage information online as well as the **JPA governing documents, agendas and other important documents**. AlliantConnect offers NCCSIF members access to the documents on the go via a **mobile app**. The mobile app version provides the same 24/7 access to the documents and coverage information through a secure platform. The app is available on iOS and Android devices.

FINANCIAL SERVICE PROVIDERS AND CONSULTANTS



Accounting Services
James Marta & Company



Investment Consultants
Chandler Asset Management, Inc.



Independent Financial Auditing Services
Crowe Horwath LLP



FINANCIAL OVERVIEW

STATEMENT OF NET POSITION

NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND COMBINING STATEMENT OF NET POSITION June 30, 2019

	<u>Liability</u>	<u>Workers' Compensation</u>	<u>Total</u>
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 2,284,340	\$ 4,775,419	\$ 7,059,759
Investments maturing within one year	866,550	3,005,432	3,871,982
Member receivable	55,629	156,777	212,406
Excess insurance receivable	599,683	481,708	1,081,391
Interest receivable	82,635	270,563	353,198
Prepaid expenses	-	140,234	140,234
Total current assets	3,888,837	8,830,133	12,718,970
Investments, less portion maturing within one year	10,605,883	39,936,465	50,542,348
Total assets	14,494,720	48,766,598	63,261,318
LIABILITIES			
Current liabilities:			
Accounts payable	36,299	36,785	73,084
Unearned revenue	89,960	681,517	771,477
Current portion of unpaid claims and claim adjustment expenses	2,800,000	5,760,000	8,560,000
Total current liabilities	2,926,259	6,478,302	9,404,561
Unpaid claims and claim adjustment expenses	5,227,722	26,799,499	32,027,221
Total liabilities	8,153,981	33,277,801	41,431,782
NET POSITION			
Unrestricted	\$ 6,340,739	\$ 15,488,797	\$ 21,829,536

SUMMARY OF RESULTS

- Total assets increased by \$5,945,960 million, and total liabilities decreased by \$265,000, resulting in an increase in Net Position of \$6,210,546, compared to a decrease of \$377,089 in FY 2018. **Without dividends of \$1,544,747 the net position would have increased by \$7,755,293.**
- Net cash from operations increased by \$551,869, from \$2,016,729 to. \$2,534,112. Results reflect increased cash received from members of \$1.6 million, less increased cash paid for claims of \$1.6 million and less (-\$600,000) paid to vendors.



FINANCIAL OVERVIEW

STATEMENT OF REVENUES AND EXPENSES

NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET POSITION For the Year Ended June 30, 2019

	<u>Liability</u>	<u>Workers' Compensation</u>	<u>Total</u>
Operating revenues:			
Banking layer deposit	\$ 2,133,997	\$ 6,432,999	\$ 8,566,996
Shared risk layer deposit	2,096,001	3,402,998	5,498,999
Other deposits/fees	2,865,361	2,370,141	5,235,502
Banking layer assessment	101,785	245,862	347,647
Other income	<u>150,840</u>	<u>115,657</u>	<u>266,497</u>
Total operating revenues	<u>7,347,984</u>	<u>12,567,657</u>	<u>19,915,641</u>
Operating expenses:			
Provision for claims and claim adjustment expenses	2,708,917	6,634,684	9,343,601
Dividends	162,726	1,382,021	1,544,747
Insurance premiums	2,394,656	1,582,868	3,977,524
Claims administration	20,902	822,547	843,449
Program administration	220,357	192,213	412,570
Safety services	261,582	226,639	488,221
Other expenses	<u>201,599</u>	<u>35,823</u>	<u>237,422</u>
Total operating expenses	<u>5,970,739</u>	<u>10,876,795</u>	<u>16,847,534</u>
Operating income	<u>1,377,245</u>	<u>1,690,862</u>	<u>3,068,107</u>
Non-operating revenues:			
Net change in the fair value of investments	462,138	1,404,307	1,866,445
Investment income	<u>315,724</u>	<u>960,270</u>	<u>1,275,994</u>
Total non-operating revenues	<u>777,862</u>	<u>2,364,577</u>	<u>3,142,439</u>
Change in net position	<u>2,155,107</u>	<u>4,055,439</u>	<u>6,210,546</u>
Net position, beginning of year	<u>4,185,632</u>	<u>11,433,358</u>	<u>15,618,990</u>
Net position, end of year	<u>\$ 6,340,739</u>	<u>\$ 15,488,797</u>	<u>\$ 21,829,536</u>

SUMMARY OF RESULTS

- Total operating revenues for fiscal year 2019 were \$18,370,893, net of refunds, and increase of 13.5% or \$2,187,978 as compared to 2018, largely due to decreases in claim liabilities and dividends.
- NCCSIF earned \$6,210,546 in 2019 compared to a loss of (-\$377,089) in 2018. This is largely due to an increase of \$3.1 million in Investment Income and a decrease of (-\$1.2 million) in the provision for unpaid claims and claim adjustment expenses.



PROGRAM ADMINISTRATION CONTACT INFORMATION

PROGRAM ADMINISTRATION CONTACT INFORMATION



NCCSIF Program Administrators

Alliant Insurance Services, Inc.

2180 Harvard Street, Suite 460

Sacramento, California 95815

(916) 643-2700 Main

(916) 643-2750 Fax

www.alliant.com

Corporate License No. 0C36861



Michael Simmons
Vice Chairman, Public Entities
(415) 403-1425 Office
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msimmons@alliant.com

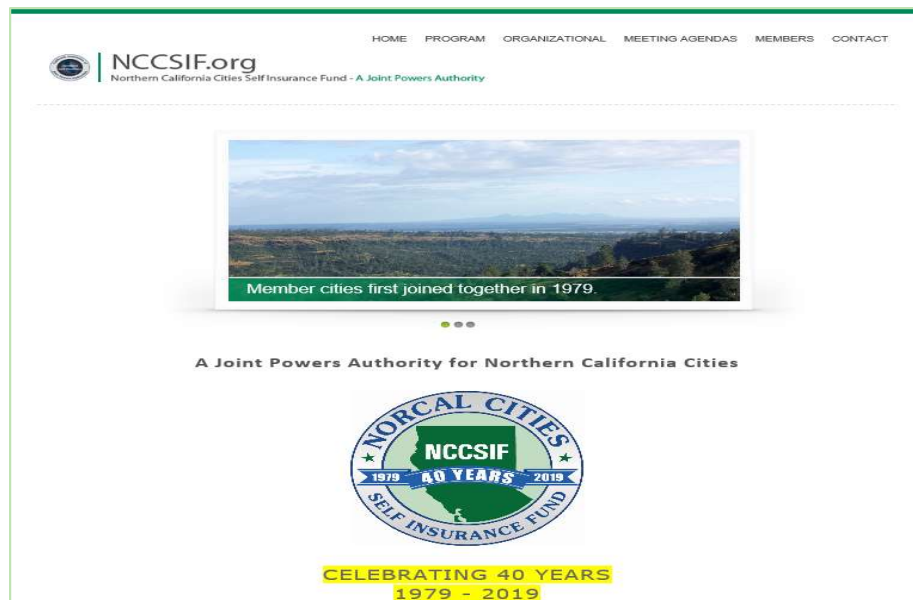


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Please visit our website at www.nccsif.org



***Special thanks to the City of Rocklin for hosting all
of NorCal Cities Board and Committee Meetings!***



Celebrating 40 Years

Page 18



Protect Member Resources

Reliable

Economical

Stable

Broad Coverage

Quality Services



Risk and Claims Management



Northern California Cities Self Insurance Fund

A California Joint Powers Authority



**TOWN OF PARADISE
Council Agenda Summary
Date: January 14, 2020**

Agenda No. 2(h)

ORIGINATED BY: John Messina, Division Chief

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Acceptance of USDA Grant Award and Purchase of a Type III Fire Engine

COUNCIL ACTION REQUESTED:

1. Approve the USDA Community Facilities Program grant award and authorize town staff to commence with the process to purchase a Type 3 fire engine in accordance with Paradise Municipal Code Chapter 2.45 and authorize the Town Manager to award a contract to purchase same up to \$427,942.

Background: On November 8, 2018 Town of Paradise experienced the most destructive fire in our California's history, the Camp Fire killed 85 people, many who lived in Paradise and damaged or destroyed 14,888 structures (10,764 single family residential) within the Town of Paradise. After the Camp Fire, an internal review of the fire department's response capabilities identified the need for an additional Type 3 fire engine to enhance wildland fire protection in the town.

On Dec 3rd, 2019, the Town of Paradise Fire Department submitted a grant application to the USDA's Community Facilities Program grant for funding to purchase a new fire engine in the amount of \$427,942. On Dec 20th, 2019, the Town was notified the grant application had been approved for funding. Acceptance of the grant requires 40% matching funds by the Town or some other donor. The 40% matching funds requirement has been generously met by the Tri Counties Bank donation of \$171,182 which was acknowledged and accepted by the Council during the Dec 10th, 2019 council meeting. If approved, the remaining cost of \$256,760 will be funded by the USDA grant.

Discussion: The new Type 3 fire engine will increase the fire department's response capabilities throughout the Town. Type 3 fire engines are traditionally smaller than standard fire engines and are primarily designed for wildland fires but can be used for all types of emergencies. Its smaller size makes it more maneuverable than the larger fire engines and will allow firefighters to quickly reach areas that have restricted access because of narrow or steep driveways. The four-wheel drive capability will allow firefighters fires to access open terrain within the Town during wildland fires.

Fiscal Impact Analysis: All costs associated with the fire engine purchase will be covered by the USDA Community Facilities grant award and funds from the Tri Counties Bank donation that the Council acknowledged and accepted at the December 10th, 2019 council meeting.



December 20, 2019

Lauren Gill
Town Manager
Paradise, Town of
5555 Skyway Road
Paradise, CA 95969

Subject: Letter of Conditions for a Community Facilities Program Grant to Purchase type III engine.

Dear Ms. Gill:

This letter, with attachments, establishes conditions that must be understood and agreed to by the applicant before further consideration may be given to their application. Any changes in project cost, source of funds, scope of services, or any other significant change in the project or applicant must be reported to and approved by USDA Rural Development by written amendment to this letter. Any change not approved by USDA Rural Development will be cause for discontinuing processing of the application.

This letter is not to be considered as grant approval or as representation to the availability of funds. The application can be processed on the basis of a USDA Rural Development grant not to exceed \$256,760. Funds for this project are provided by the Rural Housing Service (RHS).

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," and Form RD 1940-1, "Request for Obligation of Funds," within the next ten (10) days, if you desire that we give further consideration to your application. The execution of these and all other documents required by USDA Rural Development must be authorized by appropriate resolutions of the applicant's governing body.

The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is mailed by USDA Rural Development.

Project Budget—Based on Standard Form 424, “Application for Federal Assistance,” the project cost and funding will be as follows:

a.	<u>Project Cost</u>	<u>Total</u>	<u>USDA Grant</u>	<u>Applicant</u>
	Equipment	\$427,942	\$256,760	\$171,182
	TOTAL:	\$427,942	\$256,760	\$171,182
b.	<u>Source of Funds</u>			
	USDA Grant	\$256,760		
	Applicant	\$171,182		
	TOTAL:	\$427,942		

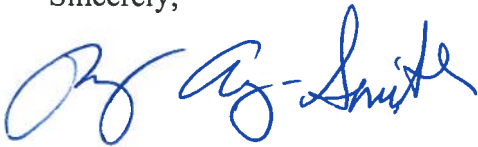
Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the borrower may be necessary.

Section I of the attached conditions (Items 1—16) must be satisfied prior to grant closing or before construction begins, whichever occurs first, in either case not later than twelve (12) months from the date of this letter.

“The applicant should not make any announcement on being selected for this funding until this selection has been announced by the Agency. If a prior announcement is necessary, approval from the Agency will be obtained.”

If you have any questions, feel free to contact this office.

Sincerely,



Reef Atwell-Smith
Community Programs Specialist

Cc: Pete Yribarren, Community Programs Director, USDA Rural Development, Santa Maria

ATTACHMENT TO LETTER OF CONDITIONS

SECTION I. CONDITIONS TO BE SATISFIED PRIOR TO GRANT CLOSING OR BEFORE CONSTRUCTION BEGINS, WHICHEVER OCCURS FIRST

1. Disbursement of Funds

- a. The applicant will provide evidence that funds from other sources will be made available for the project cost in the amount of \$171,182. This evidence should include a copy of the loan/grant award that addresses how funds will be disbursed.
- b. The applicant's contribution of funds toward the project cost shall be considered the first funds expended and must be deposited in its project account before construction is started.
- c. Butte Strong will be paying the janitorial and PG&E services.
- d. Agency funds will not be used to pre-finance funds committed to the project from other sources

2. Security Requirements

- a. The applicant will be required to complete and execute Form RD 3570-03, "Community Facilities Grant Agreement" prior to grant closing.
- b. The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified.
- c. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified.

3. Insurance and Bonding Requirements—The applicant must provide evidence of adequate insurance and fidelity bond coverage by loan closing or start of construction, whichever occurs first. Adequate coverage, in accordance with USDA Rural Development's regulations, must then be maintained for the life of the loan. It is the responsibility of the applicant and not that of USDA Rural Development to assure that adequate insurance and fidelity bond coverage is maintained. Applicants are encouraged to review coverage amounts and deductible provisions with their attorney, consulting engineer, and/or insurance provider(s).

- a. Property Insurance—Fire and extended coverage will be required on all above-ground structures, including applicant-owned equipment and machinery housed therein.

Provide USDA Rural Development with proof of coverage and attach Lender's Loss Payable Endorsement (438 BFU or equivalent) naming the UNITED STATES OF AMERICA as lender.

- b. Workers' Compensation Insurance—The applicant will be required to carry workers' compensation insurance for all employees in accordance with California law. Provide USDA Rural Development with proof of coverage.
 - c. General liability and vehicular coverage must be maintained—Provide USDA Rural Development with proof of coverage..
4. **Civil Rights & Equal Opportunity**— The grantee has received an award of Federal funding and is required to comply with U.S. statutory and public policy requirements, including but not limited to:
- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance. The Standard for compliance is the Architectural Barriers Act Accessibility Standards (ABAAS).
 - b. **Civil Rights Act of 1964** – All recipients are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
 - c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
 - d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - e. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or

understand English. These individuals may be entitled to language assistance, free of charge. The recipient must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information the recipient provides. These protections are pursuant to Executive Order 13166 entitled, "Improving Access to Services by Persons with Limited English Proficiency" and further affirmed in the USDA Departmental Regulation 4330-005, "Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA."

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. The recipient must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor the recipient's compliance with these requirements during regular compliance reviews.

The applicant is subject to a pre-loan closing civil rights compliance review by USDA Rural Development.

As a recipient of Rural Development funding, you are required to post a copy of the Non-Discrimination Statement listed below in your office and include in full, on all materials produced for public information, public education, and public distribution both print and non-print.

Non-Discrimination Statement

"This institution is an equal opportunity provider and employer."

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov."

If the material is too small to permit the full statement to be included, the material at a minimum includes the statement in print size no smaller than the text that "This institution is an equal opportunity provider and employer."

5. **Environmental Reviews**— The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and or permits may apply or be required. During any stage of project development, including construction, should environmental issues develop which require mitigation measures, USDA Rural Development applicants are required to notify USDA

Rural Development and comply with such mitigation measures. Failure by an applicant to implement mitigation measures may disqualify the project from Agency funding. Mitigation measures identified or prepared as part of the CEQA and NEPA environmental process must be implemented. If the project or any project element deviates from or is modified from the originally-approved project, additional environmental review may be required.

N/A.

6. **Electronic Funds Transfer**—All loan funds will be transferred to borrowers via Electronic Funds Transfer/Automated Clearinghouse Systems (EFT/ACH). Normal transfers will be ACH, with money being placed in Borrower's account two business days after the USDA processing office approves the pay request. The applicant must submit the Electronic Funds Transfer Form containing the banking (ACH) information to the USDA Servicing Office at least 45 days prior to the date of loan closing. Failure to do so could delay grant closing.
7. **Central Contractor Registration and Universal Identifier Requirements**—You as the recipient must maintain the currency of your information in the Central Contractor Registration (CCR) until you submit the final financial report required under this award and all grants funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Recipients can register on-line at (<https://www.sam.gov>) You as the recipient may not make a sub-award to an entity unless the entity has provided its Data Universal Numbering System (DUNS) number to you. Sub-recipients with sub-awards of \$25,000 or more must also have and maintain a current CCR registration.

SECTION II. GRANT CONDITIONS TO BE SATISFIED DURING CONSTRUCTION

1. **Disbursement of Grant Funds**—USDA Rural Development funds will be advanced as they are needed in the amount(s) necessary to cover the Rural Development proportionate share of obligation due and payable to the Grantee. Interest earned on grant funds in excess of \$250 for Nonprofits and \$100 for Public Bodies per year will be submitted to Rural Development at least quarterly, as required in 2 CFR part 200 as applicable.
2. **Monthly Reporting**— The applicant must monitor and provide a monthly reports to USDA Rural Development on actual performance for each project financed, or to be financed, in whole or in part with USDA Rural Development funds. For construction projects, include Forms RD 1924-18, "Partial Payment Estimate"; RD 1924-7, "Contract Change Order"; SF-271, "Outlay Report and Request for Reimbursement for Construction Programs"; and Project Daily Inspection Reports for construction projects. For non-construction projects, Form SF-270, "Request for Advance or Reimbursement," will be submitted with paid invoices.

2. **Final Inspection**—A final inspection will be made by USDA Rural Development on the component USDA is financing before final payment is made.
3. **Excess Funds**—Any remaining funds must be utilized for approved purposes within 60 days following the final inspection or the funds will be canceled without further notification from USDA Rural Development.

SECTION III. GRANT CONDITIONS TO BE SATISFIED AFTER PROJECT COMPLETION

1. **Financial Statements**—To be submitted on an annual basis in accordance with the following:
 - a. A borrower that expends \$750,000 or more in federal financial assistance per fiscal year shall submit an audit performed in accordance with the requirements of OMB Circular A-133. As described above, the total federal funds expended from all sources shall be used to determine federal financial assistance expended. For Community Facility Projects in years after the funds are expended, principal and interest balances are not considered as federal funds. Projects financed with interim financing are considered federal expenditures. OMB Circular A-133 audits shall be submitted no later than 9 months after the end of the fiscal year.
 - b. For local governments and Indian tribes, an audit in accordance with State or local law or regulation or regulatory agency requirements must be submitted when you expend less than \$750,000 in Federal financial assistance per fiscal year. These audits shall be submitted to USDA no later than 150 days after the end of the borrower's fiscal year.
 - c. All borrowers exempt from USDA audit requirements and who do not otherwise have annual audits, will within 60 days following the end of the borrower's fiscal year furnish USDA with annual financial statements, consisting of a verification of the organization's balance sheet and statement of income and expenses. The recipient may use Form RD 442-2, "Statement of Budget, Income and Equity," and 442-3, "Balance Sheet," or similar format to provide the financial information.
2. **Audit agreement**—If you are required to obtain the services of a licensed Certified Public Accountant (CPA), you must enter into a written audit agreement with the auditor. The audit agreement may include terms and conditions that you and auditor deem appropriate.



**Town of Paradise
Council Agenda Summary
Date: January 14, 2020**

Agenda Item: 2(i)

Originated by: Mike Houdek, Public Works Manager
Reviewed by: Lauren Gill, Town Manager
Subject: Emergency Culvert Repairs Update

Council Action Requested:

Receive and file update on emergency culvert repairs.

Alternatives:

Request additional information on the repairs.

Background:

On November 2018, the Camp Fire swept through the Town of Paradise destroying homes and businesses and also damaged or destroyed public infrastructure. Many culverts were damaged or destroyed as burning debris melted pipes and burned through storm drains. Burned and weakened culverts were further damaged or destroyed by heavy trucks used during debris removal operations.

Nine culverts have been identified as needing permanent repairs as soon as possible. The first big rainstorm of the season which occurred during Thanksgiving week 2019, intensified the urgency to repair the culverts quickly. Roads became dangerous and, in some cases, impassable during heavy rain. Until the repairs are complete, each subsequent storm will further deteriorate roads and present unsafe driving conditions.

At the Council meeting of December 10, 2019, the Town Council declared an emergency and authorized repair or replacement of the nine culverts without observance of public bidding requirements. Three local vendors capable of completing the work were contacted for bids.

Discussion:

Visinoni Brother Construction was low bidder and is now under contract on 8 of the 9 culverts. All materials have been received, and as of finalization of this report, Visinoni has replaced the Pentz at Sterns Rd #1 and #2 culverts. They should be complete with Pentz and Vineyard by June 14th. They are mobilized to begin the others in quick succession.

Emergency Culvert Repairs Update
January 14, 2020



1 Merrill Road	5 Pentz at Sterns Rd #1
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2 Parkwood Way	6 Pentz at Sterns Rd #2
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3 Pearson at Recreation	7 Pentz at Vineyard
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4 Pentz at Stark	8 Pentz at Whitaker
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Omni Pipelines decided not to sign the contract to complete the Valley View Drive Culvert. As there is such a big dollar increase to the next bid, and as Visinoni Brother Construction will be busy completing the other culverts, staff will need to locate other construction companies to bid that project.

Fiscal Analysis:

The cost of these repairs will be accounted for in fund 2090 Camp Fire Recovery. The funding source will be insurance or FEMA public assistance. Any matching requirements will come from the Gas Tax/Street Maintenance Fund.



**TOWN OF PARADISE
Council Agenda Summary
Date: January 14, 2020**

Agenda No. 6(a)

ORIGINATED BY: James Pangburn, Public Works Director/Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Contract 19.10 Paradise Sewer Project – Preliminary Engineering and Environmental Services

COUNCIL ACTION REQUESTED:

1. Consider concurring with staff's recommendation of HDR Engineering to perform preliminary engineering and environmental services for the Paradise Sewer Project at a cost of \$1,252,444 and,
2. Approve the attached Professional Services Agreement for the Phase 1 Scope of Work for the Paradise Sewer Project with HDR Engineering and authorize the Town Manager to execute.
3. Approve the attached Professional Services Agreement for the Phase 2 Scope of Work for the Paradise Sewer Project with HDR Engineering and authorize the Town Manager to execute, contingent on the receipt of additional state funds discussed below.

Background:

Since its incorporation in 1979, the Town of Paradise has sought a formal wastewater treatment solution for various zones and boundaries, all of which primarily focused on commercial and densely populated residential areas – the portions of Paradise most vulnerable to groundwater degradation and economic stagnation due to sewer limitations.

Professional studies from industry experts in every decade since 1980 have been completed and all essentially come to the same conclusion: The Town is running out of time. It is inevitable that the continual degradation of groundwater quality and exceedance of soil capacities to absorb and treat high volumes of wastewater will require action on behalf of the Town and its constituents.

On April 12, 2016, Town Council awarded a contract to Bennett Engineering to analyze the Town's wastewater challenge and to draft an Alternatives Analysis and Feasibility Report. The report analyzed several options as detailed below, including a no project option and recommend the most feasible solution and next steps. The Town was fortunate to have been awarded a grant from the State Water Resources Control Board, funded through Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014, in order to pay for the feasibility report.

On July 11, 2017, the Sewer Feasibility Study was formally accepted by the Town Council.

On May 14, 2019, the Town Council approved the localized treatment option, in lieu of a regional option in cooperation with the City of Chico. This critical decision allowed staff to pursue grant funds from state and federal agencies.

On September 10, 2019, the Town Council concurred with the staff's recommendation to proceed with releasing a Request for Proposal for preliminary engineering and environmental services.

Through the efforts of staff and members of Town leadership, grant funding has awarded to the Town for the sewer project. The funds include \$800,000 from the State of California, and \$172,000 from the US Department of Agriculture (USDA). The purpose of the grant funding is to assist the Town in achieving environmental clearance for the project. Town staff has been informed that the state water quality control board may be able to provide additional funding if needed.

Analysis:

The Paradise Sewer Project is a high priority project that is critical to the long-term recovery of the Town. While the economic, environmental, and community benefits have been well documented in the past, the benefits of moving forward with this project with urgency are clear. The Town must take advantage of this opportunity to construct a sewer system while the recovery effort is on-going the funding sources are available.

The Town of Paradise is seeking professional services to perform preliminary engineering and environmental services. The general scope of services to be provided is as follows:

- Develop Waste Water Treatment Plant Site Locations
- Perform Environmental Constraints Mapping and Analysis
- Coordination with Permitting Agencies
- Preliminary Engineering Design (Once preferred site is selected)
- Prepare Environmental Document as required by the California Environmental Quality Act.
- Provide Public Outreach Support
- Project Management of Engineering and Environmental Processes

Staff received three (3) consultant submittals from Provost & Pritchard Consulting Group, Jacobs and HDR Engineering. The submittals were evaluated and ranked based on the requirements of the RFP, technical competency, and understanding of the Town's unique needs. Once the submittals were evaluated and ranked, the fee proposal for the #1 ranked firm was opened for review. After review of the submittals from the three consultants, the evaluation committee selected HDR Engineering as the highest ranked firm. Staff recommends Council award Contract 19-10 to HDR Engineering in the amount of its quotation of **\$1,252,444**. The fee has been separated by phases as follows:

- Phase 1 - \$401,490
- Phase 2 - \$850,954

If awarded, staff expects work to begin in January 2020.

Financial Impact:

The professional services agreement and respective services will require **\$1,252,444** in funding to complete.

The required fee to complete this work exceeds the currently available grant funding. Staff will work with the state water board to bridge the required funding gap.

Upon completion of the preliminary engineering and environmental clearance phase, the Town will need to review further funding options for final design, construction, and operation of the Waste Water Treatment Plant.

Attachments:

1. Attachment A – Professional Services Contract Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES FOR
PARADISE SEWER PROJECT**

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of ____, 2020, by and between Town OF PARADISE (“Town”), a municipal corporation and HDR Engineering (“Consultant”). The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference. The consultant is hereby authorized to proceed with the “Phase 1” scope of services specified in Exhibit “A”. The consultant shall not proceed with the “Phase 2” scope of services without written authorization from the Town. As a material inducement to Town entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the preliminary civil engineering and feasibility services and environmental review work and services relating to the proposed Paradise Sewer Project as required by the California Environmental Quality Act (Pub Res. Code §21000-21178.1) (“CEQA”). Consultant covenants that Consultant shall use Consultant’s best efforts in performing the work and services required hereunder and that all work product will be of good quality, fit for the purpose intended.

1.2 Consultant’s Proposal. The Scope of Services shall include Consultant’s proposal (“Proposal”) submitted to Town on December 5, 2019, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All Consultant’s services rendered under this Agreement shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of Town and any federal, state, or local governmental agency having jurisdiction at the time service is performed.

1.4 Licenses, Permits, Fees & Assessment. Consultant and Consultant’s subconsultants shall obtain at their sole cost and expense any licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant and Consultant’s subconsultants shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for their performance of the services required by this Agreement.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the proposed planning entitlements, difficulties, and restrictions associated with Consultant’s performance of the services under this Agreement. If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services under this Agreement. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the services under this Agreement, Consult

shall immediately inform Town of such fact and shall not proceed, except at Consultant's risk until written instructions are received from the Town Manager or his or her designee.

1.6 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to use their best efforts to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the services of the other.

1.7 Additional Services. Town shall have the right at any time during the Consultant's performance of the services, without invalidating this Agreement, to order extra work or make changes by altering, adding to or deducting from Consultant's services. No such extra work may be undertaken unless a written order is first given by the Town Manager or his or her designee to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any change in compensation of the Contract Sum, or in the time to perform, shall be first approved in writing by the Town Manager. It is expressly understood by Consultant that the provisions of this section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time-consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor except for additional meetings at Town's request.

2.0 COMPENSATION.

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference. Total compensation of Consultant shall not exceed One Million, Two Hundred Fifty-Two Thousand, Four Hundred Forty-Four Dollars (\$1,252,444) (the "Contract Sum"), except as provided in Section 1.7. The Consultant shall receive no compensation for the Phase 2 Scope of Services until authorized by the Town.

Consultant's compensation and Consultant's subconsultants' compensation shall not exceed the amounts set forth in Exhibit "B" for each task. Consultant shall submit a monthly status report and billing to Town Community Development Director.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from Town and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C" and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended as a result of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of nature or of the public enemy, fires, earthquakes, flood

epidemics, quarantine restrictions, riots, wars, litigation, and/or acts of any governmental agency, including Town only if Consultant shall within ten (10) days of the commencement of such delay notify Town in writing of the causes of the delay. Town shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the reasonable judgment of Town such delay is justified. Town's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against Town for any delay in the performance of this Agreement, however caused, Consultant's sole remedy shall be an extension of the Agreement pursuant to this Section 3.3.

3.4 Term. Unless earlier terminated in accordance with Section 7.6 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, but in no event exceeding Two (2) years from the date of this Agreement.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Consultant shall use only the persons or entities designated in Exhibit "A" to perform the services described with their names. Such persons or entities shall not be replaced by Consultant without the prior written approval of Town.

4.2 Contract Officers. The Contract Officers shall be the Town Manager or his or her designee. It shall be Consultant's responsibility to assure that the Contract Officers are kept informed of the progress of the performance of the services, and Consultant shall refer any decisions which must be made by Town to the Contract Officers.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Consultant, Consultant's principals, and employees and subconsultants were a substantial inducement for Town to enter into this Agreement. Therefore, Consultant shall not contract with any other person or entity, other than those shown in Exhibit "A", to perform in whole or in part the services required under this Agreement without the prior written approval of Town. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Town. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall, at Town's sole election, be void. No approved transfer shall release Consultant of any liability hereunder without the prior written approval of Town.

4.4 Independent Consultant. Consultant shall perform all services required herein as an independent contractor of Town and shall remain at all times as to Town an independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents, employees or subconsultants are agents or employees of Town. Town shall not in any way or for any purpose become or be deemed to be a partner of Consultant in Consultant's business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. In accordance with Exhibit “D”, Consultant shall procure and maintain insurance, at Consultant’s sole cost and expense, in a form and content satisfactory to Town, during the entire term of this Agreement.

5.2 Indemnification. Consultant agrees to indemnify Town, its officers, volunteers, agents, and employees against, and shall hold them and each of them harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein “claims or liabilities”) that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the misconduct, omissions or negligent acts of Consultant, Consultant’s agents, employees, subconsultants, or invitees relating to this Agreement, or arising from the misconduct, negligent acts or omissions of Consultant hereunder, whether or not there is concurrent passive negligence of Town, its officers, agents or employees, who are directly responsible to Town and in connection with such indemnification:

(a) Consultant shall defend any legal action or actions filed in connection with any of such claims or liabilities and shall pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection with such defense.

(b) Consultant shall promptly pay any court judgment against Town, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations, or activities of Consultant hereunder; and Consultant agrees to save and hold Town, its officers, agents, and employees harmless therefrom.

(c) In the event Town, its officers, agents, or employees are made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work operation, or activities of Consultant hereunder, Consultant agrees to pay to Town, its officers, agents or employees any and all costs and expenses incurred by Town, its officers or employees in such action or proceeding.

(d) Although Town has a duty to the public to independently review any consultant prepared mitigated negative declaration or environmental impact report (EIR), that duty to the public, or the breach thereof, shall not relieve Consultant of the warranties set forth in Section 1.1.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall prepare and submit to the Contract Officers a monthly report concerning the performance of the services required by this Agreement or more often if the Contract Officers deem it necessary. Consultant acknowledges that Town is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances or events that may or will materially increase or decrease the cost of the work or services under this Agreement, Consultant shall promptly notify the Contract Officers in writing of such fact, circumstance or event.

6.2 Records. Consultant shall keep, and require subconsultants to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officers to evaluate the performance of such services. The Contract Officers and Town attorneys shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit, and make records and transcripts from such records. Su

records shall be maintained for a period of three (3) years following completion of the services hereunder, and Town shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, Consultant's employees, subconsultants, and agents in the performance of this Agreement shall be the property of Town and shall be delivered within fourteen (14) calendar days to Town upon request of the Contract Officers or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership of the documents and materials hereunder. Any use of such complete documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant shall be at Town's sole risk and without liability to Consultant. Consultant and Consultant's subconsultants may retain copies of such documents for their own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All subconsultants shall provide for assignment to Town of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify Town for all damages resulting therefrom.

6.4 Release of Documents. The drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officers.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Butte, State of California, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes Town to retain from any amount payable to Consultant (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Consultant's negligence, acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to retain or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Town as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of the right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default shall be in writing and shall not be a waiver of any other default concerning the same and any other provision of this Agreement.

7.4 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights and remedies shall not preclude the exercise

by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.5 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.6 Termination Prior to Expiration of Term. This section shall govern any termination of this Agreement except as specifically provided in the following section for termination for cause. Town reserves the right to terminate this Agreement at any time, with or without cause, upon seven (7) days written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be a shorter time as may be determined by the Contract Officers provided that Town will not issue notice of termination for cause without providing Consultant written notice of the breach and a reasonable opportunity to cure. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder, except as may be specifically approved by the Contract Officers. Consultant shall be entitled to compensation for all completed services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officers thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officers.

7.7 Termination for Default of Consultant. If termination of this Agreement is due to the failure of the Consultant to fulfill Consultant's obligations under this Agreement, Town may take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that Town shall use reasonable efforts to mitigate such damages), and Town may withhold any payments to the Consultant for the purpose of setoff or partial payment of the amounts owed Town.

7.8 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation.

8.0 TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-Liability of Town Officers and Employees. No officer or employee of Town shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by Town or for any amount that may become due to the Consultant or to Consultant's successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of Town shall have any financial interest, director or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation

of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of Town, to the Town Manager, TOWN OF PARADISE, 5555 Skyway, Paradise, CA 95969, phone number (530) 872-6291, ext. 112, and in the case of Consultant to John Buttz, HDR Engineering, 2365 Iron Point Road, Suite 300, Folsom, CA 95630, (916) 817-4700. Either party shall notify the other party of any change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section 9.1.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration: Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended only by the prior mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its validity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of such party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which such party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as the date first written above.

TOWN OF PARADISE
A Municipal Corporation

Consultant

By: _____
Lauren M. Gill, Town Manager

By: _____
Name:
Title:
Address:

APPROVED AS TO FORM:

ATTEST:

By: _____
Dwight L. Moore, Town Attorney

By: _____
Dina Volenski, Town Clerk

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”

**SCHEDULE OF
COMPENSATION**

EXHIBIT “C”

SCHEDULE OF PERFORMANCE

EXHIBIT “D”

INSURANCE

EXHIBIT “D”

INSURANCE REQUIREMENTS

Insurance Requirements for Consultant. The Consultant shall obtain 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, Consultant’s 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 covering Automobile Liability, Code 1 (any auto)
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance for Consultant’s employees, if any
4. Professional 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) Professional Liability	\$2,000,000 per claims made

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Town of Paradise.

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

Town, its officers, officials, employees and volunteers are to be covered as insureds 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.

For any claim related to this project Consultant insurance coverage shall be primary insurance as respects Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Town, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after prior written notice by certified mail, return receipt requested, has been given to Town.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII or Standard and Poor's rating of BBB unless otherwise acceptable to Town.

Verification of Coverage

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

Scope of Work - Phase 1

We have prepared a Scope of Work to accomplish the goals set out by the Town. We will build on the years of discussions and studies completed to date while bringing a complete look at both needs and opportunities. Our HDR team includes Bennett Engineering, whose history and familiarity with Paradise will help speed delivery of our work. HDR will work the Town as a partner, completing these first few phases in a timely, cost-effective manner while providing the framework and record of decision-making needed for future phases.

Phase 1 – WWTP Site Selection and Environmental Constraints Analysis

The purpose of the Phase 1 work is to determine the preferred site location or narrow the list of potential locations for the proposed WWTP. Given that the land for potential treatment site locations along the four opportunity corridors is currently privately held, an initial screening of landowners' willingness to sell the needed acreage to support the treatment facility is recommended during the early stages of the work. HDR will advance the project by synthesizing the wastewater treatment and management design criteria recommended from prior work. Projected average dry weather flow at buildout will be used to determine ultimate sizing and minimum acreage needed for the wastewater treatment facilities including wet weather equalization, wastewater treatment, treated effluent storage and land application end-use, including biosolids disposal or reuse. The estimated acreages can then be used for identifying parcels of land currently for sale that can potentially be developed for the Town's intended use, or to approach landowners that may be interested in selling acreage.

HDR's proposed approach to assisting the Town with selecting a preferred site location or developing a list of up to three potential WWTP sites and operational/management scenarios, follows. With this completed, the contract for Phase 2 will be initiated.

Task 1.1 Phase 1 Project Management

The Town Engineer will serve as the contract manager and direct liaison between the HDR team and the Town. HDR will coordinate and be responsible for scheduling meetings, preparing and distributing minutes, tracking action items for the Town and consultant subcontractors, and preparing all submittals and deliverables to the Town.

HDR will develop a baseline schedule of work; develop monthly progress reports to support invoicing; schedule and coordinate HDR team staff and resources to execute the work; and coordinate the quality assurance/quality control (QA/QC) effort.

QA/QC reviews of project documents and analyses will be undertaken prior to their submittal to the Town. QA/QC will be implemented in accordance with HDR's Quality Management System.

HDR will develop a Health and Safety (H&S) Plan as needed to perform field work. The H&S Plan will be updated as needed for changing field conditions.

HDR will prepare and maintain a Project Decision Log (PDL). The PDL will record Project decisions made by the Town in the presence of HDR (or communicated in writing by the Town) and will be updated monthly and submitted as part of the project status report.

HDR will conduct a Kickoff Meeting with Town staff. The Kickoff Meeting (up to two hours in duration) will be used to introduce the team members (up to five HDR staff), verify the goals and objectives of the work, review the anticipated schedule, discuss data requirements, and plan for communication.

Deliverables:

- Monthly invoices and project status reports in PDF format and transmitted by email
- Project schedule
- PDL
- H&S Plan (if needed)
- Initial data request
- Kickoff Meeting agenda, materials, minutes

Assumptions:

- Unless otherwise specified herein, all deliverables will be provided in electronic format.
- Technical Memoranda (TMs) will not exceed 15 pages.
- The Town will provide the data that HDR requests, in electronic format, as available. Scope and level of effort estimate may need to be adjusted based on data availability.
- Kickoff Meeting will be scheduled to allow sufficient time prior to the meeting for the preparation of the initial data request to the Town, so discussions of data availability to HDR can be conducted during the meeting as well.
- Services (Phase 1) will be performed within a four-month period beginning in January 2020 and completed in May 2020.

Task 1.2. Develop Alternative WWTP Site Locations

HDR will perform an alternatives analysis to assist the Town with selecting three potential WWTP sites that will be further assessed under the Phase 2 scope of work. In parallel, HDR will work with the Town to create up to three wastewater management system operating scenarios that can be used to support site selection and define a clear path forward with phased wastewater infrastructure installation that will ultimately be developed for maximum water reuse.

Identifying candidate sites for the alternatives analysis will be performed in a stepwise manner as follows:

- Step 1: HDR will review background information and document its understanding of the current project definition and confirm this understanding with the Town.
- Step 2: HDR will check the original wastewater collection and treatment plant design criteria, including projected flows, to confirm they are adequate based on the current project definition and establish effluent quality and flows and loads design criteria.
- Step 3: HDR will develop conceptual WWTP designs, including equalization and storage (conceptual level of design) based on three defined wastewater management scenarios (see Step 4), as well as determine the acres potentially needed for treatment plant effluent and stabilized biosolids management. The results of this work will be a summary of the acreage needed for wastewater equalization, treatment and storage; the acreage needed for treatment plant effluent management; and the acreage needed for biosolids management.
- Step 4: HDR will compile potential WWTP siting options and perform an alternatives analysis.
- Step 5: HDR will prepare the Project Narrative to support preparation of the environmental documents. The Project Narrative will include up to three of the top-ranked WWTP sites and potential operating scenarios.

Task 1.2.1 – Review Background Information and Update Project Definition

HDR will review available background information and prepare a summary of its understanding of the project.

A data request will be prepared and issued to the Town for its action (if needed). As part of the background information review, Bennett Engineering will support HDR in developing information on potential WWTP sites and provide information collected during the previous sewer study.

HDR will issue a TM defining its understanding of the current project and then meet (up to one hour) with the Town to discuss and update the project definition as needed.

Deliverables:

- Data Request
- TM1 – Project Definition (draft)

Assumptions:

- The Town will provide all requested information (as available) in a timely manner.
- Meeting to discuss project definition will be up to one hour in duration.
- The Town will approve project definition within three (3) business days of receipt for use in performing HDR's scope of work.

Task 1.2.2 – Establish WWTP Design Criteria (Flows, Loads, Effluent Quality)

A brief TM will be developed that will:

- Summarize the design criteria from prior work, including projected flows and loads;
- Summarize the anticipated flows and low-pressure collection system and how it will function for the Town, prepared by Bennett Engineering;
- Verify the design criteria are adequate based on current project definition and wastewater engineering practice;
- Establish WWTP effluent quality requirements assuming a goal of maximum water reuse; and
- Provide a summary of applicable current water quality regulations.

The TM will be issued to the Town in draft format. The TM will then be finalized incorporating Town comments as part of Task 1.2.5.

Deliverables:

- TM2 – Project Flows and Loads (draft)

Assumptions:

- The design criteria cited for the options analysis presented in the Town of Paradise Sewer Project Alternatives Analysis and Feasibility Report (Sewer

Project Report; June 21, 2017) will be used as the basis for preliminary sizing of facilities and determination of acreage needed for the wastewater treatment and management system. Facility sizing will use recommended average dry weather flow (ADWF) of 0.98 mgd with the assumption that flow equalization ponds will be employed to attenuate peak wet weather flows (PWWF) of up to 1.86 mgd as recommended in the Sewer Project Report.

- Projected ADWF will be used to establish loading to treatment plant for purpose of preliminary facility sizing. Projected ADWF is based on sewer service area shown on Figure 4.1, "Town of Paradise Proposed Sewer Service Area," of Sewer Project Report.
- Effluent quality will be that required to meet Title 22 of the California Code of Regulations for water reuse.

Task 1.2.3 – Develop WWTP Footprint/Needed Operational Acreage

HDR will develop up to three (3) concept level WWTP designs, including equalization and storage, as well as determine the acres potentially needed for treatment plant effluent and stabilized biosolids management. The results of this work will be a summary of the acreage needed for wastewater equalization, treatment and storage; the acreage needed for treatment plant effluent management; and the acreage needed for biosolids management. The summary will be provided to the Town as a brief draft TM.

Deliverables:

- TM3 – Summary of Acreage Needs for Wastewater Management (draft)

Assumptions:

- Estimated acreage for the proposed WWTP will include that needed for equalization of raw influent/ wet weather flow, as well as storage of treated effluent and biosolids.
- Operating/management scenarios will not consider surface water discharge.
- Biosolids will be required to be stabilized to meet Class B regulatory requirements (if Class A is not met).

Task 1.2.4 – Siting Alternatives Analysis

HDR will assess the land for sale in Paradise and surrounding areas for potential wastewater treatment facilities siting options, including equalization and storage, as well as sites for treated effluent and biosolids management. HDR will work with a realtor to identify parcels for sale that could meet the acreage requirements

developed under Task 1.2.3. As part of the assessment, HDR will:

- Prepare a list of property characteristics needed/ desired.
- Work with realtor to compile a list of potential properties.
- Perform cursory desktop screening of properties based on the CEQA Initial Checklist and property characteristics needed/desired.
- Prepare a TM summarizing the work.

HDR will then work with the Town to establish site evaluation criteria and perform an alternatives analysis of siting options based on the defined three potential operating scenarios and WWTP concept designs. As part of the alternatives analysis, HDR will:

- Establish draft evaluation criteria and issue to the Town in advance of workshop.
- Conduct workshop (Workshop No. 1) to present recommended evaluation criteria.
- Finalize TM establishing evaluation criteria (incorporating Town comments).
- Perform siting alternatives analysis, including constraints analysis.
- Prepare and issue draft Alternatives Analysis TM, ranking up to three potential sites.
- Conduct workshop (Workshop No. 2) to present alternatives analysis and recommended ranked sites.

Deliverables:

- TM4 – Siting Evaluation Criteria (draft and final)
- TM5 – Siting Alternatives Analysis (draft)
- Workshop agendas, materials, and minutes for Workshop No. 1 and Workshop No. 2

Assumptions:

- HDR will work with a local realtor to identify potential parcels for siting facilities. HDR will not conduct meetings or communicate with land owners. If a local realtor is not available, HDR will use available information from real estate listing web services.
- Tie-in of plant effluent or plant bypass to other nearby sewerage facilities will not be considered as part of the evaluation.
- Prior studies related to geotechnical and hydrogeology will be considered in performing the work; no additional studies associated with characterizing the sites is included.

Task 1.2.5 – Prepare Project Narrative with Top 3 Ranked Sites and Operating Scenarios

A Project Narrative will be prepared for use in preparing the environmental documents.

Deliverables:

- TM6 – Project Narrative (draft and final)

Assumptions

- Potential locations for the proposed WWTP for inclusion in the environmental documentation work will be limited to three (3) sites.
- Major factors for siting of WWTP will include proximity and availability of additional land for management of treated plant effluent and stabilized biosolids.

Task 1.3. Environmental Constraints Analysis

HDR will begin the environmental constraints analysis by reviewing available information provided by the Town staff and project team as well as other public sources on environmental resources and issues in the project area. HDR will complete a preliminary desktop review of each of the proposed WWTP locations, as discussed in Task 1.2, to define land uses and ownership, and to identify potential and known locations of sensitive wetlands, waters, plants, wildlife resources, and cultural and historic resources. As part of this desktop review, HDR will prepare a high-level assessment of both the CEQA and NEPA considerations to identify key resource impacts and issues for comparison by alternative.

HDR will follow the desktop review with a general field assessment to delineate vegetation communities using available aerial imagery in and adjacent to the proposed WWTP locations, and the suitability of those communities to support sensitive resources identified in the desktop review. Potential wetlands would also be identified during a field assessment.

HDR will not conduct protocol level surveys for wildlife and plants or aquatic resources in this phase. Because the CEQA/NEPA analysis and early agency coordination can be completed with desktop findings, the need for protocol-level surveys can be defined in coordination with early consultation efforts and deferred until the permitting phase.

For cultural resources analysis, HDR will identify a preliminary area of potential effect (APE) for each proposed WWTP location. In addition to the Town's historic atlas of the resources in the area, which may have been compromised in the 2018 fire, HDR will complete a historic records search from the Northwest Information Center to identify documented historic resources at the proposed WWTP locations. The intent of this records search is to identify any documented historic and cultural resources that might inform design, tribal and agency coordination, and the Phase 2 environmental review.

The data collected during the desktop analysis and supporting field assessments will be incorporated into a draft environmental constraints analysis report. The report will include a regulatory framework that lists the environmental permits and agency consultations necessary to develop the WWTP at each proposed location. If possible, environmental constraints will be documented geospatially.

Assumptions

- The biological field assessment and delineation will be conducted by two qualified biologists.
- It is assumed field verification of cultural resources is not needed for the environmental constraints analysis.
- A historic records search will be isolated to the selected sites plus a negotiated buffer for each alternative carried forward for detailed environmental review. Protocol level surveys for wildlife and plants or aquatic resources will not be conducted in this phase of work.

Deliverables:

- Environmental Constraints Analysis TM (draft and final)
- Geospatial data depicting environmental constraints

Task 1.4. Agency Coordination

In parallel with the Task 1.2 and 1.3 efforts, HDR will coordinate contact with a number of agencies. HDR will identify key topics for discussion with each agency and offer resolution options to make the most of these engagements. HDR will participate in meetings with these agencies to gain early input in resource analyses and to develop regulatory relationships that will carry through into Phase 2. As requested in the RFP, we have prepared a preliminary list of agencies we believe require meetings during Phase 1 and Phase 2, along with the recommended schedule for those meetings (see Table 6-1).

TABLE 6-1: PROBABLE AGENCY MEETINGS DURING PHASE 1 AND 2

Agency	Topics	Target Schedule
Central Valley Regional Water Quality Control Board	Probable regulatory requirements for: <ul style="list-style-type: none"> • Effluent recycling • Effluent land application • Biosolids land application 	At start of Phase 1 and again prior to final recommendation of WWTP site
US Department of Agriculture and Rural Development (USDA)	Confirm reporting requirements for their grant programs – Community Facilities (CF) and Water & Environmental Program (WEP). Discuss potential future grants and timing for applications for planning, design, and construction.	At start of Phase 1 and again at start of Phase 2
California Water Commission staff	Confirm reporting requirements for the Prop. 1 grant. Discuss potential future grants and timing for applications for planning, design, and construction.	At start of Phase 1 and again at start of Phase 2
State Water Resources Control Board, Division of Financial Assistance	Discuss SRF status and other available funding sources. Discuss Small Community Wastewater Funding. Discuss Water Recycling Funding Program. Prop 1. – Groundwater Sustainability Funding.	At start of Phase 1 and again at start of Phase 2
California Department of Housing and Community Development (HCD)	Community Development Block Grant (CDBG) Program. Discuss opportunity to apply and receive CDBG funding. Determine Notice of Financial Assistance (NOFA) timing and requirements for application.	At start of Phase 1 and again at start of Phase 2
US Bureau of Reclamation	Discuss Agriculture Water-Use Efficiency Grants. Discuss WaterSMART Program.	At start of Phase 1 and again at start of Phase 2
State Historic Preservation Officer (SHPO)	Section 106 Consultation per the National Historic Preservation Act.	Phase 2 during environmental review
Tribes**	Per Assembly Bill 52, HDR will on the Town's behalf initiate tribal notification within 14 days of issuance of the NOP. Tribes have 30 days to respond with interest. HDR will initiate consultation at that point.	Phase 2, shortly after NOP
California State Lands Commission (CSLC)	If a State Lands Amendment is required for work crossing streams, CSLC would be a Responsible Agency.	Confirmed during Phase 1 Environmental Constraints Analysis; Initiated in Phase 2 NOP.

Notes:

*It is assumed that coordination or consultation with USACE (S404), Central Valley RWQCB (S401), and the wildlife agencies would not commence until after Phase 2 and is not included in this scope of work. However, if preliminary design identifies notable impacts that cannot be avoided, it might be advisable to initiate this coordination during Phase 2.

** The Town may have a list of interested Tribes. If not, HDR will coordinate on the Town's behalf with the Advisory Council on Historic Preservation (ACHP).

Assumptions:

- As a basis of cost, this scope of work includes coordination with only those agencies shown in the table above.
- The HDR team will meet with each agency up to two times.
- With the exception of the SHPO and tribal meetings, HDR will have two engineers and up to two environmental scientists at each meeting, depending on the agency.
- The Town will lead consultation with SHPO and the Tribes. Up to two HDR team members will attend those meetings to support the Town and process.

Deliverables:

- Agendas and minutes from each meeting.

Scope of Work - Phase 2

Phase 2 – Preliminary Engineering and Environmental Document

The primary purpose of Phase 2 is to complete the environmental document and perform preliminary engineering for the new WWTP, to position the Town for obtaining additional funding.

Task 2.1. Phase 2 Project Management

The Town Engineer will serve as the contract manager and direct liaison between the HDR team and the Town. HDR will coordinate and be responsible for scheduling meetings, preparing and distributing minutes, tracking action items for the Town and consultant subcontractors, and preparing all submittals and deliverables to the Town.

HDR will develop monthly progress reports to support invoicing; schedule and coordinate HDR team staff and resources to execute the work; and coordinate the quality assurance/quality control (QA/QC) effort.

QA/QC reviews of project documents and analyses will be undertaken prior to their submittal to the Town. QA/QC will be implemented in accordance with HDR's quality management system.

HDR will develop an H&S Plan as needed to perform field work. The H&S Plan will be updated as needed for changing field conditions.

HDR will prepare and maintain a PDL that will record decisions made by the Town in the presence of HDR (or communicated in writing by the Town) and will be updated monthly and submitted as part of the project status report.

Deliverables:

- Monthly invoices and project status reports in PDF format and transmitted by email
- Project schedule
- PDL
- H&S Plan (if needed)
- Updated Data Request (if needed)

Assumptions:

- Unless otherwise specified herein, all deliverables will be provided in electronic format.
- TMs will not exceed 15 pages.

- The Town will provide the data that HDR requests, in electronic format, as available. Scope and level of effort estimate may need to be adjusted based on data availability.

Task 2.2. Engineering Design Support

Based on the results of Phase 1, the preferred alternatives will be more fully analyzed, including the WWTP location and layout, effluent use/reuse, and biosolids use. This effort will be summarized in an Alternatives Analysis report as described in Subtask 2.2.4.

HDR will provide planning and design for the preferred option from the Feasibility Study (2017) and perform alternatives analysis for different treatment trains/technologies (e.g., membrane bioreactor versus secondary treatment with granular media filtration; cloth filtration at head of WWTP) to produce tertiary treated water based on "Option D: Localized Wastewater Treatment Plant with Beneficial Reuse" from the 2017 Feasibility Study. The wastewater management system alternatives analysis will be expanded to include the three potential sites selected in Phase 1 and outlined in the Project Narrative produced under Task 1.2.5.

The following issues of concern will be considered in this task:

- Vulnerable degradation of groundwater quality, and exceedance of soil capacities to absorb and treat high volumes of wastewater;
- Numerous septic systems have already failed, and will fail in the next 5 to 10 years;
- Businesses have failing septic systems with inadequate leach field capacity and there is a lack of land area to correct the situation;
- Businesses within the Town cannot afford the high cost of septic system repairs and replacement;
- There is a lack of viable sewer infrastructure to serve the commercial and populated residential areas; and
- The impact on the area's economy and on the environment.

Conceptual drawings will be developed using available resources such as Google Earth and/or other aerial mapping software. Using this information, a matrix will be developed to identify advantages and disadvantages associated with each wastewater management option (e.g., collection, treatment, storage, disposal/reuse) such as:

- Right-of-Way impacts/acquisition;
- Environmental impacts;
- Public impacts;
- Utility conflicts/impacts;
- Access impacts to residents/businesses;
- Groundwater depths;
- Permits;
- Construction schedule; and
- Construction costs (order of magnitude only).

This effort will include working with the Town, affected agencies, and development representatives as directed by the Town staff to define the issues. This will include reviewing and gathering pertinent data and requesting additional information so that the issues can be identified.

Evaluation findings and recommendations will be reported in a TM7, which will include recommended wastewater treatment system configuration (including equalization, treatment, storage, and final disposition of treated plant effluent and stabilized biosolids).

Assumptions:

- No more than three top WWTP sites will be selected to continue to conceptual design.
- No additional alternatives will be introduced for analysis beyond those selected in Phase 1.
- AACE International Class 5 cost estimates will be prepared.
- Above-listed issues would be considered in the analysis for the three potential WWTP sites identified during Phase 1 and as described in the Project Narrative.
- WWTP unit operations will consider relevant above-listed issues and be formulated to ultimately meet effluent water quality objectives.

Deliverables:

- TM7 – WWTP system Engineering and Planning Evaluation (draft and final)

Task 2.3.1 - Notice of Preparation / Notice of Intent

HDR will develop a Notice of Preparation (NOP) and Notice of Intent (NOI) based on the project description, project objectives, purpose and need, alternatives, and environmental constraints analysis. In this way, the NOP and NOI will disclose potential issues and impacts to be explored during scoping. HDR will coordinate with the lead agencies to identify Responsible, Cooperating, and Coordinating agencies and Tribes that might play

a role in the CEQA or NEPA process. HDR will revise both the NOP and NOI based on comments received from the lead agencies. HDR will prepare the transmittal documentation, distribution list and reproduction for distribution of both the NOP and NOI.

Concurrently, HDR will work with the Town to complete consultation under Assembly Bill 52 (AB52). This includes drafting letters to elicit information regarding Tribal Cultural Resources (TCRs), to assess the potential for impact to these resources. These letters will be distributed by the Town to interested Tribes within 14 days of the NOP. Subsequently, HDR will assist the Town in follow-up discussions with Tribes responding with interest in the project to focus the discussion of impacts to those TCRs that are critical to the ongoing practice of traditional life ways.

Assumptions

- The federal lead agency will be defined during this task to bring consistency and efficiency to the environmental review process.
- HDR will distribute the NOP to the State Clearinghouse on behalf of the Town.
- The federal lead agency will be responsible for publishing the NOI in the Federal Register.
- The Town will be responsible for sending letters to interested Tribes.

Deliverables:

- Notice of Preparation (draft and final)
- Notice of Preparation – distribution of up to 25 copies via certified mail
- Notice of Intent (draft and final)
- Notice of Intent – distribution of up to 25 copies via certified mail
- Tribal Notification Letters (draft and final)
- Tribal Notification Letters – printed for distribution of up to 5 copies via certified mail by the Town

Task 2.3.2 - Public Scoping Meeting and Scoping Support

Several activities will be conducted by HDR to support the Scoping Meeting; they are described below.

Noticing: HDR will prepare one administrative and one final draft of the newspaper notices.

Stakeholder List: HDR will obtain from the Town the agencies, organizations, and individuals that have previously indicated interest in the project. This list will be reviewed by the Town and supplemented by

HDR, if additional stakeholders are identified. After the scoping process has been completed, the stakeholder list will be modified by HDR. The stakeholders list will be modified by HDR once again after the end of the public review process.

Scoping Meeting Support: HDR will support the Town in conducting and facilitating the public scoping meeting. For the purpose of this scope of work, it is assumed that up to two open house style scoping meetings would be hosted with a 30-minute presentation about the project.

HDR will prepare a draft and final presentation for the meeting and up to three one-page handouts describing project elements. For the scoping meetings, HDR will be responsible for:

- Preparation, printing, and distribution of the meeting notice, including newspaper copy (Town will be responsible for publication)
- Preparation of meeting support materials, including sign-in sheets, handouts, presentation slides, flip charts, and posters
- Meeting facilitation
- Collecting written comments

HDR will provide draft copies of all meeting materials to the Town to review prior to finalizing.

Assumptions:

- The Town will be responsible for posting, filing, and publishing of public notices associated with the Scoping Meeting.
- The Town will coordinate logistics for meeting location(s), dates, and booking. HDR will provide necessary equipment such as laptops or projectors to show HDR presentation.
- This scope of work does not include a stenographer or transcriber at the public meetings to record public comments.

Deliverables:

- One meeting notice (draft and final)
- Meeting materials (sign-in, hand-outs, up to 6 poster boards)
- One Electronic Copy of the Administrative Draft/Final notes to District offices

Scoping Report: HDR will prepare a scoping report (draft and final) documenting the process, comments received, and issues raised in the scoping process that may affect the alternatives to be discussed or that may be incorporated into the documents.

Assumptions:

- The scoping report will include a TM summary of scoping activities, materials, and comments received.

Deliverables:

- One Electronic Copy of the Administrative Draft/Final Scoping report to District

Task 2.3.3 - Prepare Project Description

HDR will prepare the project description section of the EIR/EIS. This will include the project objectives, and purpose and need statements developed in Phase 1. Building off of the development of the project objectives, purpose and need statements, and the alternatives screening process in Task 2.2, HDR will identify the alternative technologies, systems, and locations reviewed, including their environmental impacts, feasibility, and constructability. The alternatives section of the EIR/EIS will describe which alternatives meet the project objectives, purpose, and need, and will therefore be evaluated fully in the EIR/EIS, and which alternatives will not be carried forward and why. For the purpose of this scope of work it is assumed that the alternatives section will include the No Project/No Action Alternative, the Proposed Action/Proposed Project Alternative, and up to two additional alternatives.

One draft of the project description and alternatives sections will be prepared by HDR and submitted to the lead agencies for review. These sections will be revised based on comments received from the lead agencies and redistributed for final review, with responses to individual comments. Outstanding comments or disagreements will be resolved through an In Progress Review Meeting held in person at the Town offices with the intent of having a final project description section and a final alternatives section that can be directly rolled into environmental review by the end of the meeting.

Assumptions

- The project objectives, purpose, and need will be developed in Phase 1 and Task 2.2 above.
- Selection of alternatives will be completed in Phase 1, Task 2 above and will include the Proposed Action/Proposed Project and two alternatives: the No Project/No Action Alternative and up to two additional action alternative within the boundaries of the localized treatment option.
- Following submittal of a first draft of the project description, the lead agencies will provide HDR with a consolidated set of comments. HDR will update the

document per the comments received and transmit a revised second draft of the project description with response to those comments. HDR will host an In Progress Review meeting with the lead agencies to review responses and address outstanding conflicts. Final revisions will be made real time with the project review team.

- The project description and alternatives description chapter will be agreed upon by the lead agencies as well as any Cooperating/Responsible agencies prior to initiating the environmental impact analysis (Phase 2, Task 3.4).

Deliverables:

- Project Description (draft and final)
- Alternatives description of the EIR/EIS (draft and final)

Task 2.3.4 - Administrative Draft CEQA / NEPA Document Outline

As noted, for the purpose of this scope of work, to align with the RFP, HDR will assume the development of an EIR/EIS¹ and will draft an annotated outline for the entire document including:

- An executive summary outline
- A definition of terms to streamline the CEQA/NEPA cross-cut review
- A description of the project to meet both CEQA and NEPA content requirements
- Project Objectives, Purpose, and Need
- A description of the alternatives screening process including alternatives to be described fully and carried forward in the CEQA and NEPA analysis as well as a description of those alternatives found not to meet the project objectives, purpose, and need
- Identification of all CEQA and NEPA environmental resource topics to be evaluated completely for the Proposed Action/Proposed Project, the No Project/No Action Alternative, and up to two additional alternative within the boundaries of the localized treatment option
- Environmental setting of each resource topic effectively addressing the Existing Conditions (CEQA) and Affected Environment (NEPA)
- Regulatory setting for each resource topic
- Impact analysis for each resource topic for the three alternatives noted above

- Cumulative effects analysis
- Other required CEQA considerations
- Other analysis required per NEPA
- Summary of findings for both CEQA and NEPA
- References
- List of preparers
- Appendices

As part of the annotation for the resource identification and impact analysis outline, HDR will draft technical evaluation guidelines to clearly discuss both the CEQA and NEPA impact conclusions. HDR will provide, or otherwise make recommendations for, adjustment to the CEQA Thresholds of Significance for each topical area that will be used in the finding of significance both before and after mitigation is proposed.

The outline will recommend a layout to clearly conclude and compare CEQA conclusions between the proposed project and alternatives and the NEPA conclusions across alternatives.

HDR will host a working session in HDR's Sacramento office to develop guiding principles and a review process for preparing a readable and understandable document that meets both CEQA and NEPA requirements for the each decision-making and approving agency. A final outline will be kept in the record and provided to both technical subject matter experts preparing the analysis and the review team for reference.

Assumptions

- An in-person working session will be hosted in HDR's Sacramento office including the HDR team and the project review team.

Deliverables:

- Draft Annotated Outline
- Technical Evaluation Guidelines

ENVIRONMENTAL ANALYSIS SECTIONS

The following section describes the approach to prepare the Environmental Setting, Impact Assessment Methodology, Environmental Consequences, Mitigation Measures sections of the EIR/EIS. Resource topics are defined based on both the CEQA and NEPA requirements and anticipated impact areas of the proposed activities.

¹ If the federal lead agency decides to take a CEQA-Plus approach, the same scope and approach will be implemented and much of the same content will be carried forward. The difference would be in certain terminology and in the explanation of approach in the document.

- **Aesthetics** – HDR will complete a qualitative analysis based on the CEQA thresholds of significance. HDR assumes a visual simulation and viewshed analysis are not necessary at this time but, if determined necessary through scoping or other public input, HDR could conduct (as a separate scope and fee) a viewshed analysis using key observation points and facility renderings, or a simulation of operations.
- **Agriculture and Forestry Resources** – Based upon our current understanding of the proposed activities, it is not anticipated that there will be a notable impact to prime agriculture and forestry resources that cannot be avoided. Given the rural conditions, however, this resource would be considered through the initial review and retained in the EIR/EIS if issues are raised during the initial study or concerns noted during scoping.
- **Air Quality** – HDR will quantitatively analyze construction and operational emissions using the CalEEMod model and calculations using MOVES2014b. Because Butte County is in nonattainment for the federal 8-hr ozone standard, the de minimis thresholds for General Conformity would apply.
- **Biological Resources** – HDR will build from the initial investigation and field survey at the alternative siting locations completed under Phase 1 (Environmental Constraints Analysis) for presence of sensitive plant and animal species, including federally listed species like vernal pool crustaceans and foothill yellow-legged frog which is a state candidate for threatened/endangered. With a design footprint for each alternative site, HDR will conduct general wetland delineations and stream crossing surveys (protocol level surveys are not included).
- **Cultural Resources** – HDR will build from the initial historic records search completed during Phase 1 (Environmental Constraints Analysis) and analyze the potential physical impacts on historic, pre-historic, archaeological and cultural resources that could result from proposed construction activities.
- **Energy** – HDR will calculate the energy associated with construction and operation of the new facility based on best available information.
- **Greenhouse Gas Emissions** – Construction will be the main source of GHG emissions. HDR will calculate construction emissions through the CalEEMod model.
- **Hazards/Hazardous Materials** - HDR will assess existing conditions of known hazardous waste and materials sites based on database review to identify land acquisition concerns and the potential for construction activities to encounter contaminated materials.
- **Surface Hydrology and Water Quality** – Surface water discharge is not included. Water quality impacts will be described based on qualitative assessment of construction.
- **Land Use and Planning** – The WWTP is expected to change an existing land use. The EIR/EIS will characterize the change and address whether indirect changes would occur to surrounding land uses based on discussions with the Town and similar projects in other communities.
- **Mineral Resources** - Based upon our current understanding of the proposed activities, it is not anticipated that there will be a notable impact to mineral resources that cannot be avoided.
- **Noise** – Noise associated with construction will be the primary impact and many of these activities might traverse residential or other sensitive land uses. Operational noise could affect adjacent land uses. A quantitative assessment of noise and vibration impacts associated with each phase will be conducted for comparison between alternatives.
- **Population/Housing** – This project could lead to new opportunities for population and housing in the service area. The potential impacts to population and housing will be analyzed under Growth Inducing Impacts. The EIS/EIR will consider the balance of current housing against WWTP capacity and how the Town is positioned to grow. It is not anticipated that siting of the project would lead to housing displacement.
- **Public Services** - Based upon our current understanding of the proposed activities, it is not anticipated that there will be a substantial change to public services.
- **Recreation** - Based upon our current understanding of the proposed activities, it is not anticipated that there will be a substantial change to recreational resources.
- **Transportation** – For each alternative location (assuming the proposed project and up to two alternatives), HDR will identify up to 8 study intersections and 8 roadways where traffic associated with construction of the WWTP could affect mobility and cause traffic delays. HDR will establish the existing conditions of these study intersections and roadways to develop baseline models and develop the trip generation for construction of the WWTP (e.g., workers, equipment, deliveries). A comparison between the baseline and construction conditions

on the study intersections and roadways would be the basis of characterizing transportation impacts of the WWTP. Operations of the WWTP will most likely involve too few vehicles (e.g., <50 employees) to have a noticeable impact. The impact analysis for construction would consider roadway closures needed, multiple day closures, and seasonal changes.

- **Tribal Cultural Resources** – HDR will assist the Town in follow-up discussions with Tribes to focus the discussion of impacts to those TCRs that are critical to the ongoing practice of traditional life ways and document such issues in the EIR/EIS.
- **Utilities/Service Systems** – This project will introduce a new utility and service system, which will be analyzed. Construction will also require consideration of waste streams and related capacity. Construction and operation will both raise demands on water supply and power utilities.
- **Wildfire** – The construction and operation of the WWTP is not expected to result in an increase in wildfire for the area. The analysis will note the emergency response and evacuation plan for the WWTP.
- **Socioeconomic Effects** – Although people were displaced in the 2018 fires and previous demographic information is no longer useful, the public outreach processes included in this project will provide valuable input to the development of the socioeconomic effects analysis. HDR will use data collected from the Town to characterize current conditions and anticipated impacts of the WWTP.
- **Environmental Justice** – Using best available population information, HDR will identify minority and low-income populations that may experience disproportionate high and adverse effects from the project. Identifying EJ populations will be a focus area of public outreach as well.
- **Growth Inducement** – It is recognized that this project could lead to new growth in the area as well as retention. The design of the facility, and overall system, will consider that growth potential and the EIR/EIS will analyze the related impacts, adverse and beneficial, that could result.
- **Cumulative Effects** – The EIR/EIS will analyze the past, present, and reasonably foreseeable actions that have affected or will affect the same resources potentially affected by the proposed WWTP. The effects of the WWTP project will be considered in the context of these projects. It is important to note that since this project is part of a much broader

restoration of the Town of Paradise, the cumulative impact analysis is anticipated to be robust and comprehensive. HDR will develop the scope of this analysis at the kickoff meeting by identifying the temporal and geographic boundaries of the analysis. It is assumed that the cumulative effects analyses will be conducted qualitatively.

For each of the resources identified, HDR will:

- Identify potential policies, laws, facilities, and projects that could potentially influence or be influenced by the Proposed Project or alternatives
- Characterize the environmental setting and regulatory framework
- Review public scoping and resource agency comments received on the NOP/NOI, and during the public scoping meeting to ensure substantive and relevant concerns are addressed in the EIR/EIS, as appropriate
- Identify impact indicators and significance criteria for use in the assessment of potential impacts.
- Quantitatively and qualitatively (as appropriate for the resource) describe the methodology for assessing impacts
- Explain environmental consequences and levels of significance utilizing the technical evaluation guidelines and significance criteria
- Propose mitigation measures if warranted

As required under NEPA, each alternative will also be analyzed at the same level of detail as the proposed action. As such, the same process will be repeated for each alternative.

Assumptions

Other CEQA Considerations Sections

Other required sections (e.g., short-term vs. long-term, irreversible and irretrievable, issues found not significant, references, acronyms and appendices) will be prepared. It also is assumed that the EIR/EIS will include a section for addressing those effects that have no substantially (significant) adverse effect.

Other Required NEPA Analysis

Per the NEPA requirements, HDR will evaluate the proposed activities associated with the Town of Paradise WWTP System Project with regard to (a) the relationship between local short-term uses of the environment and long-term productivity; (b) irreversible or irretrievable commitment of resources; and (c) incomplete or unavailable information.

Assumptions

- The Proposed Action/Proposed Project and two alternatives: No Project/No Action Alternative and up to two additional alternatives within the boundaries of the localized treatment option, will be analyzed in this EIR/EIS.
- No further field or supplemental studies are proposed during this subtask.
- Technical appendices will be limited to detailed technical data used to develop the impact analysis. No stand-alone technical reports will be prepared. All analyses will be incorporated into the main body of the EIR/EIS.
- No visual renderings will be required to assess the impacts on aesthetic resources. If found necessary during public scoping or otherwise, HDR will negotiate scope with the Town.
- The CalEEMod model will be used to assess the anticipated air quality and greenhouse gas emissions. No other field surveys or measurements will be conducted.
- No noise measurements or traffic counts will be collected.
- No modeling is required to assess effects of the alternatives on hydrology or water quality.
- For the purpose of this scope of work and basis of cost, it is assumed that the document will be reviewed as a complete set; however, as a time-saving strategy, HDR can work with the Town to develop a staggered review process optimizing data and reviewer availability around project milestones.

Deliverables:

- Administrative Draft EIR/EIS for collective review by the project review team.

Task 2.3.5 - 2nd Administrative Draft EIR / EIS

Each lead agency will provide HDR with a consolidated set of comments on the First Administrative Draft EIR/EIS. Once comments have been received from the project team and reviewed by HDR, HDR will host an In Progress Review to review comments, resolve conflicts, or gain clarity. HDR will make the revisions to the document per the comments received and transmit a revised Second Administrative Draft EIR/EIS to the project team.

In line with this iteration, factoring in the input received from the project team during the First Administrative Draft EIR/EIS review, HDR will prepare a Mitigation Monitoring and Reporting Program (MMRP) in compliance with CEQA Guidelines Section 15097

documenting each of the mitigations required to minimize or avoid impacts to the environment, responsible party, and timeframe for implementation.

Assumptions

- No substantive new analysis or additional technical studies will be warranted to revise the EIR/EIS.
- The Second Administrative Draft EIR/EIS In Progress Review will be in person at the Town offices. It is assumed this meeting will be a full day and attended by up to two HDR team members.

Deliverables:

- Second Administrative Draft EIR/EIS for collective review by the project review team.

Task 2.3.6 - Public Draft EIR / EIS

HDR will finalize the Public Review Draft EIR/EIS. HDR will draft the Notice of Completion (NOC) and Summary Document for transmittal to the State Clearinghouse. HDR will draft the Federal Register notice of the availability of the Draft EIR/EIS. HDR will revise the NOC, Summary Document, and Federal Register notice based on one consolidated round of comments by the project review team.

HDR will draft the legal ad and coordinate with one publication in up to two local newspapers about the availability of the Draft EIR/EIS and about upcoming public meetings. HDR will provide a hard copy to one local library.

Assumptions

- The Town will retain 5 copies of both the hardcopy and CD versions of the Public Review Draft EIR/EIS.
- HDR is responsible for printing hard copy documents and producing CDs of the Public Review Draft EIR/EIS.
- HDR will mail up to 30 paper copies and 30 CDs of the environmental documents using non-priority mail service with return receipt verification or similar verification process. HDR will transmit, on behalf of the Town, an additional 15 copies to the State Clearinghouse.
- No special delivery is required for mailing documents/CDs, only return receipt verification.
- The NEPA Lead Agency will be responsible for publishing the Federal Register Notice.

Deliverables:

- Draft and final NOC and Summary Form
- Draft and final Federal Register notice
- 30 paper copies of Public EIR/EIS
- 30 CDs of Draft EIR/EIS

Task 2.3.7 - Public Meetings

HDR will provide the following support for up to two public meetings held during the Draft EIR/EIS public review period. HDR will attend and participate in a public hearing style meeting and include a brief overview of the meeting's purpose, ground rules, and agenda at the beginning of the meeting. A brief presentation will be made by HDR regarding the environmental process, a summary of the range of alternatives analyzed the public comment procedure, and the process to produce the Final EIR/EIS. HDR will draft a presentation, up to four handouts, and four posters for the meetings. HDR will participate in up to two two-hour preparation teleconferences and one dry run in-person meeting held before the first meeting.

Assumptions

- The Town is responsible for coordinating the meeting venue(s) and timing.
- Verbal comments will be received but will not be documented or collected by a court reporter.
- Public meetings will occur on the same or consecutive days and will be attended by up to four (4) HDR staff to register, facilitate, lead discussion, answer questions.
- Only written comments will be accepted for inclusion in the EIR/EIS; however, HDR will work with the Town to determine if an open house or public hearing is the best approach.
- This scope of work does not include a stenographer or transcriber at the public meetings to record public comments.

Deliverables:

- Public meeting PowerPoint presentation
- 30 copies of up to 4 handouts
- 1 copy of up to 4 posters

Task 2.3.8 - Final EIR / EIS

HDR will prepare a responses to comments received document on the Public Review Draft EIR/EIS to incorporate into the Final EIR/EIS. Due to the uncertainties associated with the magnitude and extent of the comments, HDR will review the comments received

and confirm that the level of effort is consistent with the expectations in our cost assumptions. HDR will host one Comment Response Workshop with the project team to discuss and allocate comments received.

HDR will prepare and provide to the project review team a tracked version of the Administrative Final EIR/EIS and complete response to comments for review. Based on a consolidated set of comments from the project team, HDR will provide a final EIR/EIS, including the response to comments and revisions to the Public Draft EIR/EIS in strike out and delete markup format for publication.

HDR will draft the Notice of Determination and Summary Form for filing with the State Clearinghouse. HDR will further draft the Federal Register notice of the availability of the Final EIR/EIS. HDR will revise both sets of documents based on comments received from the Town and Federal Lead Agency, respectively.

Assumptions

- Assume no more than 500 individual comments are received requiring detailed response.
- HDR will lead the effort of responding to comments, seeking input from lead agencies as needed.
- Only minor revisions to the EIR/EIS will be needed.
- No new modeling, studies, or analysis will be conducted.
- No new alternatives will be required.

Deliverables:

- 30 paper copies Administrative Final EIR/EIS
- 30 CDs of Administrative Final EIR/EIS
- 2 electronic copies (MS Word and PDF) of Administrative Final EIR to the project review team.
- Draft and Final NOD and Summary Form
- Draft and Final Federal Register notice

Task 2.3.9 - Resolution, Findings and Statement of Overriding Considerations

HDR will draft a Findings and Statement of Overriding Considerations for the Town to review. This statement will specify reasoning supporting the Town's analysis, based wholly on substantial evidence² and decision-making process. HDR will revise both documents based on any Town comments on the Administrative Draft Findings and Statement of Overriding Considerations.

²Substantial evidence includes facts, reasonable assumptions predicated upon facts, and expert opinions supported by facts [Public Resources Code §21081(b)(e)(1)].

HDR will work with the Town to draft a resolution, per CEQA, for when the final EIR/EIS is brought to the Town Council for vote and certification. The resolution will include an objective summary of the findings of the EIR/EIS, mitigations, permits and approvals required along with responsibilities, a summary of the planning and decision making process, including public and stakeholder meetings and any meetings held with technical groups, the Town Council or tribal entities to date, a summary of public outreach efforts, a summary of comments received and how comments were addressed, and reference to the MMRP, Findings, and Statement of Overriding Considerations. A resolution statement noting the objectivity and independent consideration by the council of the environmental review and decision making process along with a statement of decision will be documented and signed. A draft Resolution will be compiled with team input and provided to the Town for review. HDR will revise and finalize the Resolution based on team input prior to the agenda deadline for the Town Council meeting.

Assumptions

- Development of the Resolution will be in coordination with the Town.

Deliverables:

- Draft and Final CEQA Findings and Statements of Overriding Considerations in PowerPoint format.

Task 2.3.10 - Environmental Project Management and Meetings

While the Environmental Lead will be closely integrated with HDR's Management Team, this task addresses the specific management and meetings proposed to facilitate the Task 3 environmental review. This task does not include the full project kickoff meetings, other design integration meetings, or other meetings already noted under Phase 2, Task 1.

HDR will host a Task 3 Environmental Review Kickoff Meeting with the environmental team. The project manager, design manager, GIS manager, and Town Project Manager will also be invited to this meeting. The objective of this meeting is to set the vision of the environmental review process; clearly define the project for the interdisciplinary technical experts; identify uncertainties, potential areas of change during the planning process, and technical risk areas; and ultimately gain a common understanding and endorsement by the team. During this meeting, HDR will present the results of Phase 1 of the project including an overview of the project and

alternative and historic decision-making that bring us up to date. We will review the results of the constraints analysis and provide an overview of the required agency coordination. We will use a GIS format for some of this meeting to facilitate a hands-on and tactical discussion of issues.

For this meeting, HDR will have project instructions documenting guidance, milestones, deliverables, schedule, and responsibilities. We will provide a project outline, style guide, file naming conventions, communication plan, and QA/QC plan. We will answer questions and set a framework for consistent communication through the planning process.

HDR will then host up to 12 monthly project teleconferences with the leads of each resource area. During these meetings, the project instructions and schedule will be reviewed. Data needs will be collected and project updates will be shared. A primary purpose of these meetings is to maintain the connection between resource topics and the environmental review and other discussions from design, public engagements, and Town planning.

As noted under Task 2.3.4 (Administrative Draft EIR/EIS), an in-person working session will be hosted to review the technical approach to each resource analysis with key members of the project review team. The value of this session is to make adjustments together with regard to our approach and focus of each section before we move into the ultimate analysis. Under Tasks 2.3.3 (Project Description) and 2.3.5 (Second Administrative Draft EIR/EIS), HDR will host in-person In Progress Review meetings with the project team at specific points of the planning process. And lastly, under Task 2.3.8 (Final EIR/EIS), HDR will host a comment resolution workshop to discuss, assign, and respond to comments from the draft public review period. These are each noted here, but are included in the noted scopes and budgets above.

HDR will help prepare, attend, and participate in public scoping (defined under Task 3.2) and Draft EIR/EIS public hearings (defined under Task 3.7).

The Town will conduct a public hearing to certify the Final EIR portion of the EIR/EIS. This hearing will likely be held at a regularly scheduled Town Council meeting. HDR will prepare a PowerPoint presentation to be given at the meeting by Town staff. Additionally, HDR will draft the

CEQA Resolution, as defined under Task 3.9. Up to three HDR staff will be in attendance at the meeting to respond to comments.

Finally, HDR will draft an administrative record index for discussion at the project kickoff meeting. This record will be maintained throughout the environmental review process. Instructions to the interdisciplinary team as far as file naming, content, and filing will be included as part of the project instructions. HDR will provide an electronic preview, which will be a record in draft form after the Draft EIR/EIS milestone. HDR will then provide an electronic record within 30 days following conclusion of the environmental review process.

Assumptions

- The Task 3 Environmental Review Kickoff Meeting will be held in HDR's Sacramento office in person and will include up to 10 HDR team members.
- HDR will provide meeting notes from the Task 3 Environmental Review Kickoff Meeting.
- Subsequent meetings (up to 12) will be hosted via teleconference including the technical resource leads (up to 10 HDR team members). Due to their informal nature, meeting notes will not be generated during these meetings.
- In Progress Review meetings and working sessions are noted here; however, the scopes and budgets are defined under subsequent tasks.
- Likewise, public meetings are noted here; however, the scopes and budgets are defined under Tasks 3.2 and 3.7.
- The administrative record will be maintained and submitted in electronic format. While an index will be used to organize the record, indexing coding will not be warranted.

Deliverables:

- Task 3 Environmental Review Kickoff Meeting Notes
- Project Instructions for the environmental interdisciplinary team
- Task 3 Environmental Review Project Schedule (up to three iterations through project)

Task 2.3.11 – Public Outreach

At the start of Phase 2, we will work with Town staff to create a Public Involvement Plan for the project. This plan will set forth desired outcomes, messaging, strategies by audience, tools and materials, tactical action steps, schedules, and success measurement methodology. A

media relations strategy and digital communications approach are also included in this important guiding document.

We will then implement ongoing outreach activities, including:

- Develop public outreach materials, including a flyer/handout, FAQ sheet, or other appropriate materials
- Provide materials for upload to the Town website
- Facilitate two public scoping meetings and two public hearings during the CEQA/NEPA process including preparation of team ahead of these meetings
- Facilitate two public workshops outside of the CEQA/NEPA process to review the project with the public and agency representatives
- Develop and maintain a mailing list to support public outreach and CEQA/NEPA processes

Assumptions:

- The Town will be responsible for posting, filing, and publishing of public notices associated with the public meetings.
- The Town will coordinate logistics for meeting location(s), dates, and booking. HDR will provide necessary equipment such as laptops or projectors to show HDR's presentation.
- The public outreach manager will be responsible for team preparation, facilitation, and general management of the public meetings.
- This scope of work does not include a stenographer or transcriber at the public meetings to record public comments.

Deliverables:

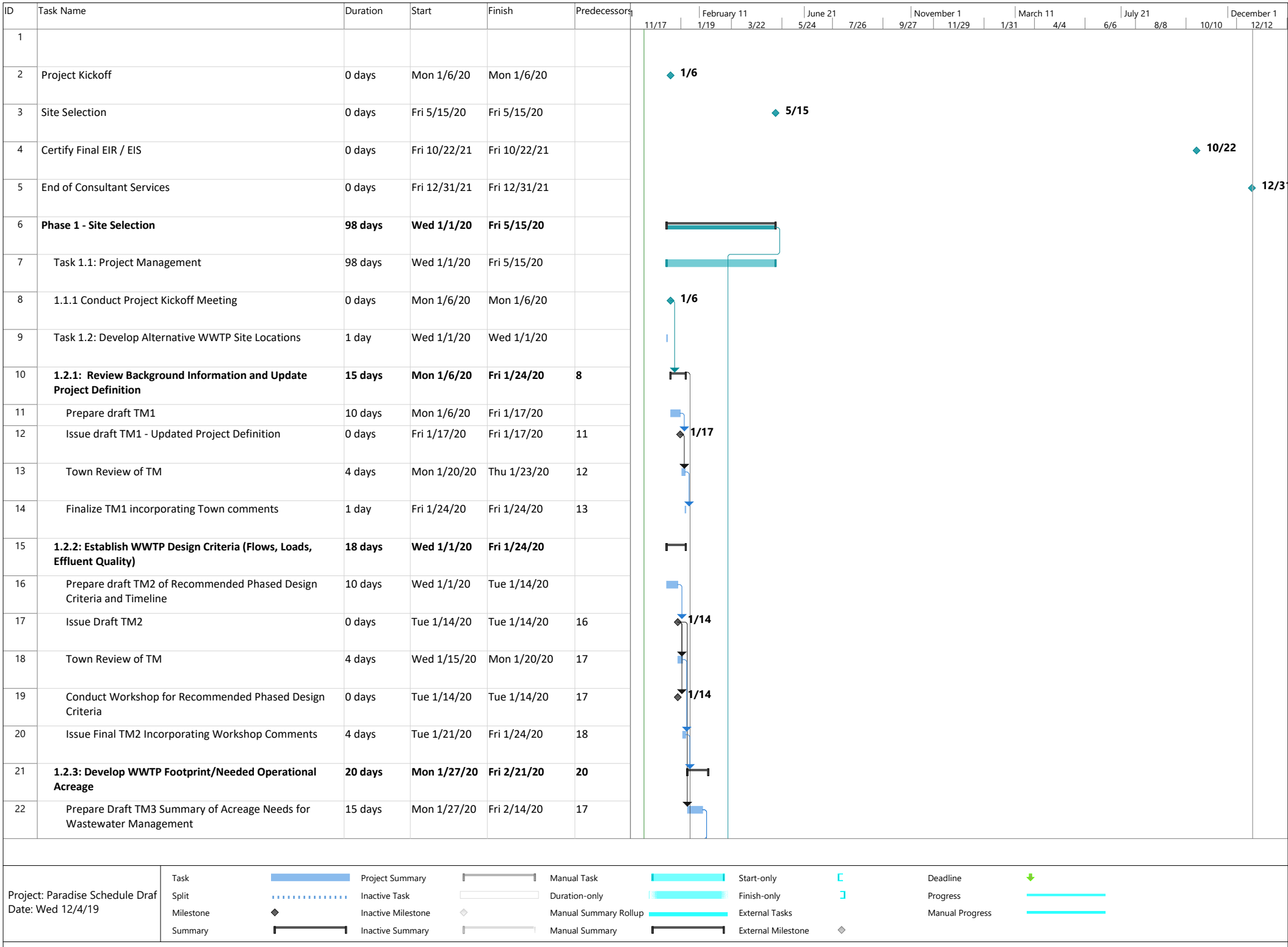
- Draft and Final Public Involvement Plan
- Website materials
- Agenda and presentation materials for two scoping meetings and two public hearings
- Agenda and presentation materials for two public workshops
- Mailing list

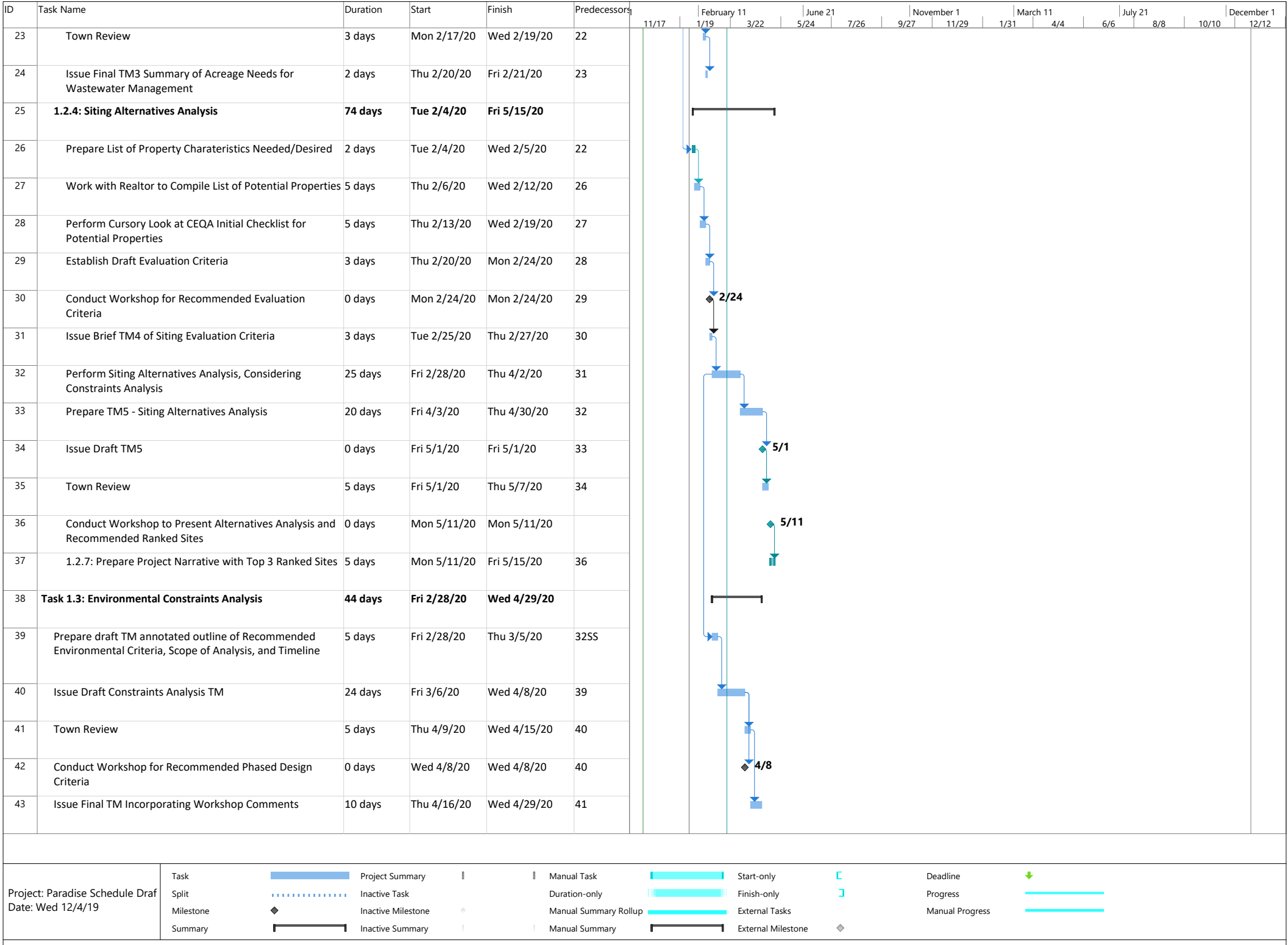
Town of Paradise Sewer Project Preliminary Eng and Env Services Proposal	LABOR																				Subconsultant Total				Expenses Total	Total
	Project Manager	Engineering Lead	Environmental Lead	Principal in Charge	QA/QC	Engineer V	Engineer II	Environmental IV	Environmental III	Environmental II	Environmental I	Public Outreach	Funding	GIS Technician	CAD Technician I	Technical Editor	Project Controller	Project Coordinator	HDR Labor Hours	HDR Labor Total	Bennett Engineering		RBI			
																					Labor Hours	Total	Labor Hours	Total		
	John Buttz	Jenny Skrell	Leslie Tice	Holly Kennedy	Rob Williams Betty Dehoney	Mary Martis		Summer Pardo Josh Peabody				Heleana Galvan	Anthony Hernandez													
	\$ 379.49	\$ 325.47	\$ 274.90	\$ 362.87	\$ 400.52	\$ 355.50	\$ 143.12	\$ 230.03	\$ 177.78	\$ 136.64	\$ 113.39	\$ 172.99	\$ 328.96	\$ 137.16	\$ 158.55	\$ 127.67	\$ 158.19	\$ 107.29	Total	Total					Total	Cost
PHASE 1 - WWTP SITE SELECTION																										
Task 1.1 - Project Management	56	16	16	6	0	128	24	0	0	0	0	8	1	0	0	0	4	4	151	\$44,933	0	0	0	0	567	\$45,500
Project Management & Coordination	32	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	4	4	42	\$13,931	0	\$0	0	\$0	\$0	\$13,931
Kickoff Meeting	16	8	8	4	0	8	16	0	0	0	0	8	1	0	0	0	0	0	69	\$19,173	0	\$0	0	\$0	\$284	\$19,457
Project Meetings	8	8	8	0	0	8	8	0	0	0	0	0	0	0	0	0	0	0	40	\$11,828	0	\$0	0	\$0	\$284	\$12,111
Task 1.2 - Develop WWTP Site Localitons	26	192	24	20	24	112	136	0	0	0	0	0	0	48	16	12	0	0	610	\$166,450	159	\$29,218	64	\$16,248	\$86.25	\$212,783
1.2.1 Review Background Information and Update Project Definition	2	16	4	0	4	8	8	0	0	0	0	0	0	0	0	2	0	0	44	\$13,028	0	\$0	0	\$0	\$142	\$13,170
1.2.2 Establish WWTP Design Criteria (Flows, Loads, Effluent Quality)	4	40	0	4	4	32	16	0	0	0	0	0	0	0	0	2	0	0	102	\$31,627	159	\$29,218	64	\$16,248	\$142	\$77,235
1.2.3 Develop WWTP Footprint/Needed Operational Acreage	8	40	0	8	4	32	32	0	0	0	0	0	0	24	0	2	0	0	150	\$40,178	0	\$0	0	\$0	\$221	\$40,399
1.2.4 Siting Alternatives Analysis	8	56	12	4	8	32	40	0	0	0	0	0	0	24	16	4	0	0	204	\$52,888	0	\$0	0	\$0	\$221	\$53,108
1.2.5 Prepare Project Narrative with Top 3 Ranked Sites	4	40	8	4	4	8	40	0	0	0	0	0	0	0	0	2	0	0	110	\$28,729	0	\$0	0	\$0	\$142	\$28,871
Task 1.3 - Constraints Analysis	12	4	52	2	4	0	0	144	36	132	0	0	0	20	0	14	0	0	420	\$83,221	0	\$0	0	\$0	\$14,970	\$98,190
Reference Information	4	4	24	0	0	0	0	40	0	16	0	0	0	0	0	0	0	0	88	\$20,981	0	\$0	0	\$0	\$368	\$21,349
Biological Field Assessment	0	0	0	0	0	0	0	40	0	40	0	0	0	0	0	0	0	0	80	\$13,786	0	\$0	0	\$0	\$1,635	\$15,420
Historic Records Search	0	0	0	0	0	0	0	8	36	0	0	0	0	0	0	0	0	0	44	\$8,417	0	\$0	0	\$0	\$12,600	\$21,017
Draft Constraints Analysis	2	0	8	2	4	0	0	24	0	60	0	0	0	12	0	8	0	0	120	\$21,381	0	\$0	0	\$0	\$0	\$21,381
Environmental Constraints Review - Workshop #8	4	0	16	0	0	0	0	24	0	0	0	0	0	4	0	2	0	0	50	\$11,713	0	\$0	0	\$0	\$368	\$12,080
Final Constraints Analysis	2	0	4	0	0	0	0	8	0	16	0	0	0	4	0	4	0	0	38	\$6,944	0	\$0	0	\$0	\$0	\$6,944
Task 1.4 - Agency Coordination	0	36	21	0	0	0	54	36	0	48	0	0	7	0	0	0	0	0	202	\$42,449	0	\$0	8	\$2,568	\$0	\$45,017
Central Valley RWQCB	0	4	1	0	0	0	6	4	0	6	0	0	0	0	0	0	0	0	21	\$4,087	0	\$0	8	\$2,568	\$0	\$6,656
USDA and Rural Development	0	4	1	0	0	0	6	4	0	6	0	0	1	0	0	0	0	0	22	\$4,416	0	\$0	0	\$0	\$0	\$4,416
California Water Commission	0	4	1	0	0	0	6	4	0	6	0	0	1	0	0	0	0	0	22	\$4,416	0	\$0	0	\$0	\$0	\$4,416
State Water Resources Control Board	0	4	1	0	0	0	6	4	0	6	0	0	1	0	0	0	0	0	22	\$4,416	0	\$0	0	\$0	\$0	\$4,416
Tribes (various)	0	4	4	0	0	0	6	16	0	0	0	0	0	0	0	0	0	0	30	\$7,293	0	\$0	0	\$0	\$0	\$7,293
CA Department of Housing and Community Development	0	4	4	0	0	0	6	0	0	6	0	0	1	0	0	0	0	0	21	\$4,409	0	\$0	0	\$0	\$0	\$4,409
US Bureau of Reclamation	0	4	4	0	0	0	6	0	0	6	0	0	1	0	0	0	0	0	21	\$4,409	0	\$0	0	\$0	\$0	\$4,409
State Historic Preservation Officer (SHPO)	0	4	1	0	0	0	6	4	0	6	0	0	1	0	0	0	0	0	22	\$4,593	0	\$0	0	\$0	\$0	\$4,593
California State Lands Commission	0	4	4	0	0	0	6	0	0	6	0	0	1	0	0	0	0	0	21	\$4,409	0	\$0	0	\$0	\$0	\$4,409
Phase 1 Subtotal	94	248	113	28	28	240	214	180	36	180	0	8	8	68	16	26	4	4	1,383	\$337,053	\$159	\$29,218	\$72	\$18,816	\$16,403	\$401,490

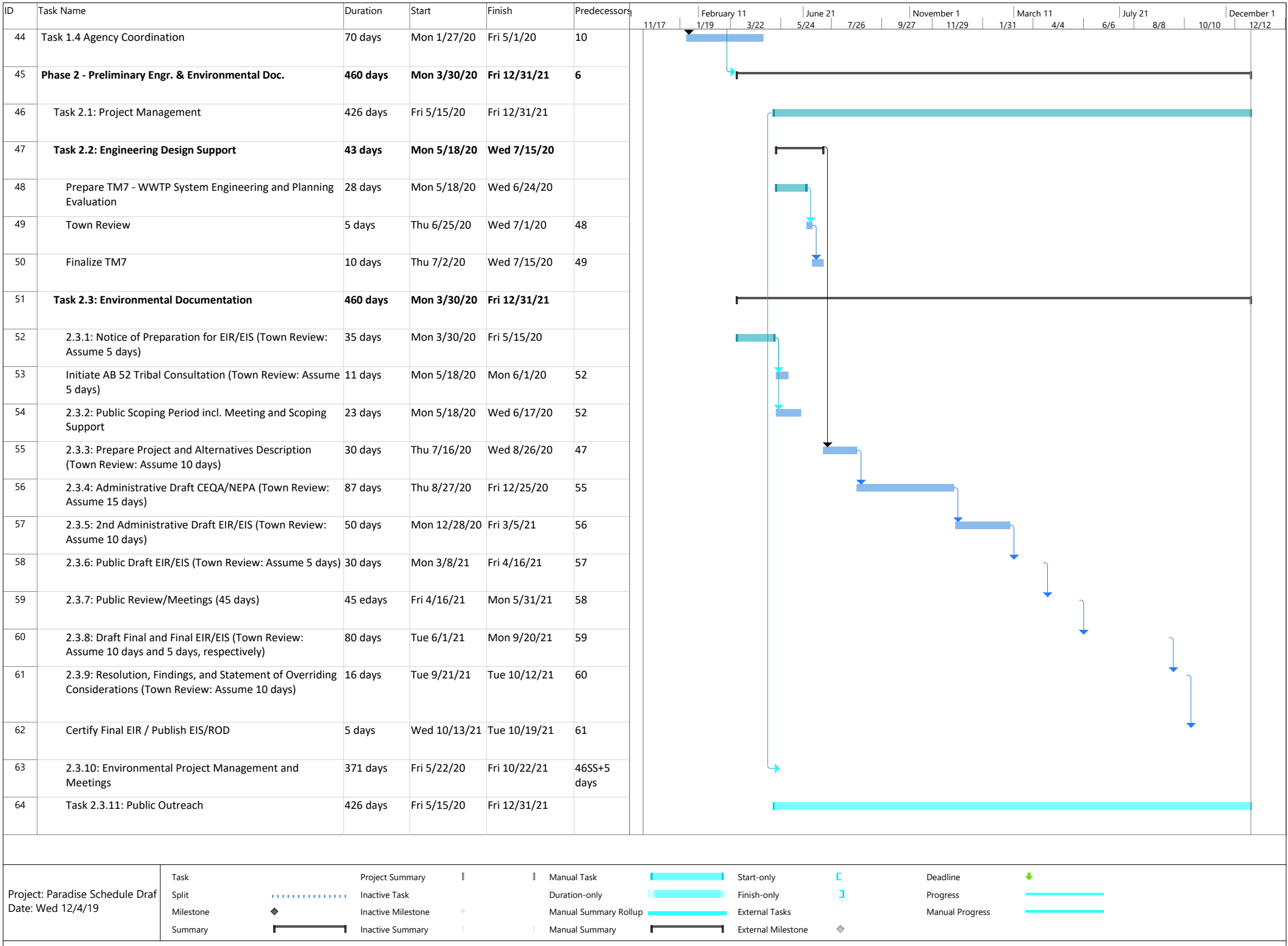
Town of Paradise Sewer Project Preliminary Eng and Env Services Proposal	LABOR																		Subconsultant Total				Expenses Total	Total		
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																					Labor Hours	Total			Labor Hours	Total
	John Buttz	Jenny Skrell	Leslie Tice	Holly Kennedy	Rob Williams Betty Dehoney	Mary Martis		Summer Pardo Josh Peabody				Heleana Galvan	Anthony Hernandez													
	\$ 379.49	\$ 325.47	\$ 274.90	\$ 362.87	\$ 400.52	\$ 355.50	\$ 143.12	\$ 230.03	\$ 177.78	\$ 136.64	\$ 113.39	\$ 172.99	\$ 328.96	\$ 137.16	\$ 158.55	\$ 127.67	\$ 158.19	\$ 107.29	Total	Total					Total	Cost
PHASE 2 - PRELIMINARY ENGINEERING & ENVIRONMENTAL DOCUMENTATION																										
Task 2.1 Project Management (for all of Task 2)	180	18	36	0	0	18	18	0	0	0	0	0	0	0	0	0	18	18	306	\$100,214	25	\$4,533	0	\$0	\$0	\$104,747
Project Management & Coordination	144	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	18	180	\$60,882	13	\$2,130	0	\$0	\$0	\$63,012
Project Meetings	36	18	36	0	0	18	18	0	0	0	0	0	0	0	0	0	0	0	126	\$39,333	12	\$2,402	0	\$0	\$0	\$41,735
Task 2.2 Engineering Design Support	24	124	0	6	10	60	120	0	0	0	0	0	0	12	24	4	0	0	384	\$102,864	232	\$41,723	0	\$0	\$4,155	\$148,741
Treatment Technology Alternatives Analysis	4	80	0	2	4	40	72	0	0	0	0	0	0	0	0	0	0	0	202	\$55,860	232	\$41,723	0	\$0	\$2,770	\$100,352
Develop Conceptual Drawings	4	12	0	2	2	0	8	0	0	0	0	0	0	12	24	0	0	0	64	\$13,937	0	\$0	0	\$0	\$0	\$13,937
WWTP System Engineering and Planning Evaluation TM	16	32	0	2	4	20	40	0	0	0	0	0	0	0	0	4	0	0	118	\$33,067	0	\$0	0	\$0	\$1,385	\$34,452
Task 2.3 - Environmental Documentation	2	6	462	0	74	0	0	750	252	360	710	108	0	160	0	286	0	0	3170	\$585,202	0	\$0	0	\$0	\$12,264	\$597,466
2.3.1 Notice of Preparation for EIR/EIS	0	0	10	0	4	0	0	16	0	0	60	0	0	0	0	10	0	0	100	\$16,388	0	\$0	0	\$0	\$630	\$17,018
Notice of Preparation	0	0	4	0	2	0	0	4	0	0	40	0	0	0	0	4	0	0	54	\$7,910	0	\$0	0	\$0	\$263	\$8,173
Notice of Intent	0	0	4	0	2	0	0	4	0	0	20	0	0	0	0	4	0	0	34	\$5,587	0	\$0	0	\$0	\$263	\$5,850
Tribal Notification Letters; follow up coordination	0	0	2	0	0	0	0	8	0	0	0	0	0	0	0	2	0	0	12	\$2,891	0	\$0	0	\$0	\$105	\$2,996
2.3.2 Public Scoping Meetings & Scoping Support	0	0	40	0	6	0	0	36	0	0	86	0	0	40	0	18	0	0	226	\$39,188	0	\$0	0	\$0	\$4,211	\$43,398
Newspaper notices	0	0	4	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	12	\$2,056	0	\$0	0	\$0	\$525	\$2,581
Stakeholder List	0	0	2	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	4	\$796	0	\$0	0	\$0	\$0	\$796
Scoping Meeting (up to 2)	0	0	24	0	0	0	0	24	0	0	24	0	0	40	0	12	0	0	124	\$21,852	0	\$0	0	\$0	\$3,686	\$25,538
Draft Scoping Report	0	0	8	0	4	0	0	8	0	0	40	0	0	0	0	4	0	0	64	\$10,651	0	\$0	0	\$0	\$0	\$10,651
Final Scoping Report	0	0	2	0	2	0	0	4	0	0	12	0	0	0	0	2	0	0	22	\$3,833	0	\$0	0	\$0	\$0	\$3,833
2.3.3 Prepare Project Descriptions	0	4	56	0	8	0	0	48	0	0	80	0	0	12	0	20	0	0	228	\$43,976	0	\$0	0	\$0	\$284	\$44,260
Draft Project Description	0	2	16	0	4	0	0	16	0	0	40	0	0	8	0	8	0	0	94	\$16,923	0	\$0	0	\$0	\$0	\$16,923
2nd Draft Project Description + In Progress Review Mtg	0	0	16	0	0	0	0	8	0	0	0	0	0	0	0	4	0	0	28	\$6,734	0	\$0	0	\$0	\$284	\$7,018
Draft Alternatives Description	0	2	16	0	4	0	0	16	0	0	40	0	0	4	0	4	0	0	86	\$15,838	0	\$0	0	\$0	\$0	\$15,838
2nd Draft Alternatives Description	0	0	8	0	0	0	0	8	0	0	0	0	0	0	0	4	0	0	20	\$4,481	0	\$0	0	\$0	\$0	\$4,481
2.3.4 Administrative Draft CEQA/NEPA	0	0	92	0	20	0	0	192	136	192	144	0	0	64	0	88	0	0	928	\$165,487	0	\$0	0	\$0	\$389	\$165,876
Annotated Outline + Technical Working Session	0	0	24	0	4	0	0	40	0	0	0	0	0	0	0	0	0	0	68	\$16,806	0	\$0	0	\$0	\$389	\$17,195
Admin Draft Env Setting Section	0	0	16	0	4	0	0	48	40	48	48	0	0	24	0	40	0	0	268	\$45,165	0	\$0	0	\$0	\$0	\$45,165
Admin Draft Impact Sections	0	0	36	0	8	0	0	80	96	96	96	0	0	40	0	40	0	0	492	\$84,606	0	\$0	0	\$0	\$0	\$84,606
Admin Draft Cumulative Impacts, CEQA/NEPA Considerations, Other Required	0	0	16	0	4	0	0	24	0	48	0	0	0	0	0	8	0	0	100	\$18,909	0	\$0	0	\$0	\$0	\$18,909
2.3.5 2nd Administrative Draft EIR/EIS	0	0	56	0	0	0	0	112	44	80	68	0	0	8	0	24	0	0	392	\$72,459	0	\$0	0	\$0	\$914	\$73,372
In Progress Review Meeting	0	0	16	0	0	0	0	24	8	8	8	0	0	0	0	0	0	0	64	\$13,488	0	\$0	0	\$0	\$914	\$14,401
2nd Administrative Draft EIR/EIS	0	0	40	0	0	0	0	88	36	72	60	0	0	8	0	24	0	0	328	\$58,971	0	\$0	0	\$0	\$0	\$58,971
2.3.6 Public Draft EIR/EIS	0	0	32	0	8	0	0	58	8	40	56	0	0	4	0	30	0	0	236	\$42,827	0	\$0	0	\$0	\$788	\$43,615
Public Draft EIR/EIS	0	0	24	0	8	0	0	48	8	40	0	0	0	4	0	24	0	0	156	\$31,153	0	\$0	0	\$0	\$0	\$31,153
NOC and Summary Form (draft, final)	0	0	2	0	0	0	0	0	0	0	8	0	0	0	0	2	0	0	12	\$1,754	0	\$0	0	\$0	\$0	\$1,754
Federal Notice filing (draft, final)	0	0	2	0	0	0	0	8	0	0	24	0	0	0	0	4	0	0	38	\$5,579	0	\$0	0	\$0	\$0	\$5,579
Distribution of Public Draft EIR/EIS	0	0	4	0	0	0	0	2	0	0	24	0	0	0	0	0	0	0	30	\$4,341	0	\$0	0	\$0	\$788	\$5,128
2.3.7 Public Meetings	0	0	48	0	0	0	0	48	0	0	0	32	0	16	0	8	0	0	152	\$32,713	0	\$0	0	\$0	\$3,738	\$36,451
Preparation for Public Meetings	0	0	24	0	0	0	0	24	0	0	0	16	0	16	0	8	0	0	88	\$18,004	0	\$0	0	\$0	\$0	\$18,004
Public Meetings (up to 2)	0	0	24	0	0	0	0	24	0	0	0	16	0	0	0	0	0	0	64	\$14,709	0	\$0	0	\$0	\$3,738	\$18,447
2.3.8 Final EIR/EIS	0	0	76	0	8	0	0	164	16	16	112	0	0	0	0	64	0	0	456	\$86,657	0	\$0	0	\$0	\$1,050	\$87,707
Draft Final EIR/S, Response to Comments	0	0	48	0	8	0	0	96	16	16	0	0	0	0	0	40	0	0	224	\$48,130	0	\$0	0	\$0	\$263	\$48,393
Final EIR/S	0	0	24	0	0	0	0	64	0	0	80	0	0	0	0	24	0	0	192	\$32,831	0	\$0	0	\$0	\$788	\$33,618
NOD and Summary Form (draft, final)	0	0	2	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	10	\$1,493	0	\$0	0	\$0	\$0	\$1,493
Federal Register (draft, final)	0	0	2	0	0	0	0	4	0	0	24	0	0	0	0	0	0	0	30	\$4,204	0	\$0	0	\$0	\$0	\$4,204
2.3.9 Resolution, Findings, & Statement of Overriding Considerations	0	0	8	0	4	0	0	4	0	0	32	0	0	0	0	8										

07. Schedule of Work

The figure below presents the schedule that HDR anticipates to complete this project. We are able to meet the deadlines outlined in the RFP and will work with you to modify this schedule, as appropriate, to best meet your needs.









**Town of Paradise
Council Agenda Summary
Date: January 14, 2020**

Agenda Item: 6(b)

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

Approved by: Lauren Gill, Town Manager

Subject: 2019/20 Operating and Capital Budget Update

Council Action Requested:

1. Approve job classification description and salary pay plan for Assistant to the Town Manager and Grants Administrator; and;
2. Approve recommended budget and position control adjustments; or

Background:

It is a best practice of the Town of Paradise to adopt the Capital and Operating Budget for the next fiscal year prior to, June 30th, the end of the fiscal year. However, the Camp Fire of November 2018, and the financial impacts that were caused, required additional time to compile a meaningful budget by the normal deadline. The 2019/20 Budget was adopted August 13, 2019.

As the Town's personnel, finances and budget is evolving quickly, staff will prepare budget updates frequently to keep the Town Council and the community informed on the most significant changes.

Discussion:

In an effort to attract and retain the most competent and qualified personnel to maintain operations and continue recovery efforts, staff proposes the following personnel adjustments be approved:

1. Establish and recruit for a Grants Administrator. The Town anticipates receiving a grant from North Valley Community Foundation to fund this position for two years. As soon as the Town receives confirmation of this funding, staff would like to move forward with recruitment and hiring. This position will complete important grant recovery applications and assist with the labor-intensive grant administration requirements of awarded grants.
2. Reclassify Senior Management Analyst to Assistant to the Town Manager. As the workload and responsibilities continue to increase for this position, another reclassification is appropriate. This position is now tasked with high level responsible

recovery projects and oversight of many ongoing community outreach and communication efforts.

3. Begin recruitment for Administration Services Director/Town Treasurer. After 11 ½ years of service, the current director has provided notice to the Town of the intention of her and her husband to relocate to be closer to their children. Authority to begin recruitment now, should provide at least a couple weeks overlap between the outgoing and incoming director. This will provide appropriate handoff of projects and workload. The outgoing director has committed to making this transition as smooth as possible and is confident the Town will find a competent and qualified candidate to carry on the Town mission.
4. Begin timeline and recruitment plan for Town Manager replacement. The Town Manager has well and faithfully served this community for over 35 years. Her current contract expires on September 9, 2020, and her intention is to retire. In order to provide adequate time to find a qualified individual who is also a fit in terms of furthering the recovery vision set by the community and Town Council, the recruitment efforts should be underway by early March 2020.

Per our Municipal Code, the Town Council appoints the Town Manager, while the Administrative Services Director/Town Treasurer is appointed by the Town Manager with the approval of the Council. The Council has two options to consider regarding the recruitment for these two positions. One option would be to hire a professional recruiting firm to assist with the outreach and recruiting process. The Town is currently working with Koff and Associates on our classification study. The Koff firm is also assisting with some of our current position vacancies. Although it is customary for municipalities to use a recruitment firm for its top position(s), the Town Council could opt to direct staff to do the recruitment in-house. Because the Town has a very limited Human Resources department, and we are in the process of hiring several new positions, it would be helpful to use a professional recruiter to aid in the recruitment process. This is a request to consider both options and to direct staff accordingly. This is also a request to approve a budget adjustment of \$18,000 toward the recruitment of each position.

Fiscal Impact:

Staff is working on a comprehensive mid-year financial review and budget update to be presented at the February meeting. This will also kick off discussion and direction for the 2020/21 budget. In the meantime, the above recommended adjustments will have the following impact to the 2019/20 budgets and includes professional recruitment costs and accrual payouts:

1010	General Fund	\$74,952
2030	Building Safety and Wastewater	1,517
2090	Camp Fire Recovery	46,687
2110	Transportation	743
2120	Gas Tax/Street Maintenance	1,485
2160	Business & Housing	2,876

TOWN OF PARADISE
SALARY PAY PLAN FY 2019/20
EFFECTIVE JANUARY 14, 2020

Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
GRANT ADMINISTRATOR							
HOURLY	40	30.75	32.29	33.90	35.60	37.38	39.25
BIWEEKLY		2,460.00	2,583.20	2,712.00	2,848.00	2,990.40	3,140.00
MONTHLY		5,330.00	5,596.93	5,876.00	6,170.67	6,479.20	6,803.33
ANNUAL		63,960.00	67,163.20	70,512.00	74,048.00	77,750.40	81,640.00
ASSISTANT TO THE TOWN MANAGER							
HOURLY	40	39.37	41.34	43.41	45.58	47.86	50.25
BIWEEKLY		3,149.60	3,307.20	3,472.80	3,646.40	3,828.80	4,020.00
MONTHLY		6,824.13	7,165.60	7,524.40	7,900.53	8,295.73	8,710.00
ANNUAL		81,889.60	85,987.20	90,292.80	94,806.40	99,548.80	104,520.00



December 2019
FLSA: Exempt

ASSISTANT TO THE TOWN MANAGER

DEFINITION

Under general direction, provides highly responsible and complex staff assistance to the Town Manager on major Town-wide policies and planning of long-term departmental programs, activities, and operations; analyzes practices and procedures and makes recommendations for organizational, operational, policy, and procedural improvements; conducts needs analyses, feasibility studies, and program evaluation for assigned programs; plans, organizes, oversees, coordinates and reviews the work of staff related to of the public information program and activities, officials, outside agencies, and the public; fosters cooperative working relationships among Town departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to the Town Manager in areas of expertise; performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Town Manager. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Exercises general supervision over professional, technical, and administrative support staff.

CLASS CHARACTERISTICS

This is a single-position classification that plans, develops, and implements policies and procedures for assigned Town-wide programs, including program and project budget preparation, contract administration, management analysis, and program evaluation. Successful performance of the work requires knowledge of public policy, municipal functions, and activities, including the role of an elected Town Council and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and agencies. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assists in developing goals, objectives, policies, procedures, work standards, and administrative control systems.
- Conducts a variety of analytical and operational studies and surveys regarding departmental and Town-wide programmatic activities, including complex financial, budget, personnel, operational, or administrative issues or questions; evaluates alternatives, makes recommendations, and assists with the implementation of procedural, administrative, and/or operational changes after approval; prepares comprehensive technical records and reports, identifies alternatives, and makes and justifies recommendations.
- Participates in and oversees the development and administration of program budgets; analyzes and makes recommendations on budget requests; monitors revenues and expenditures; identifies and recommends resolutions for budgetary problems.

- Represents the Town Manager at meetings by making presentations to explain program or project status; answers questions or arranges for compilation of data to assist in decision-making process.
- Participates in the formulation, strategic development, implementation, and evaluation of the Town's communications, marketing, and community relations programs, projects, and activities by selecting, preparing, responding, and distributing publicity releases through all available media; arranges information news releases; performs other related duties in the distribution of information.
- Plans and oversees development of town-wide marketing materials, publications, and other outreach materials, including newsletters, general interest materials, banners, website content, and brochures.
- Participates in the development and management of the Town's image, including review of materials developed by other departments for public distribution and marketing programs, projects, and issues of importance to the Town.
- Drafts speeches, talking points, correspondence and provides other professional assistance to the Town Council and Town Manager.
- Plans, designs, develops, organizes, oversees, and administers multiple highly complex Town-wide programs and projects; develops and manages program budgets, including revenue projections, multi-year cash flow analysis, cost containment, and grant funds disbursement; directs all aspects of assigned programs, including legal and regulatory compliance.
- Serves as a liaison with employees, public, and private organizations, community groups, and other organizations on behalf of the Town Manager; provides information and assistance to the public regarding the assigned programs and services; receives and responds to complaints and questions relating to assigned area of responsibility; reviews problems and recommends corrective actions.
- Develops and implements new or revised programs, systems, procedures, and methods of operation; compiles and analyzes data, and makes recommendations regarding staffing, equipment, and facility needs.
- Provides highly complex staff assistance to the Town Manager, including conducting specific and comprehensive analyses of a wide range of municipal policies involving organization, procedures, finance, and services; prepares and presents staff reports and other necessary correspondence.
- Participates in selecting, motivating, and evaluating of assigned staff; provides or coordinates staff training; works with employees on performance issues.
- Directs the work activities of assigned clerical and technical personnel; prioritizes and coordinates work assignments; reviews work for accuracy; recommends improvements in workflow, procedures, and use of equipment and forms.
- Communicates orally, in writing, or through graphic representations and statistical summaries with colleagues, managers, employees, the public, organized employee groups, and representatives of various organizations.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Public agency budgetary, contract administration, and Town-wide administrative practices related to the functions of the assigned area.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.
- Applicable Federal, State, and local laws, codes, regulations, and policies, technical processes, and procedures.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.

- Technical, legal, financial, and public relations issues associated with the management of Town programs.
- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Record keeping principles and procedures.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and Town staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.
- Principles, practices and procedures related to media relations, reporting, and news writing.
- Legislative activities of federal, state and local governments.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Ability to:

- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for assigned programs.
- Work cooperatively with, provide staff support to, and implement the policies of the Town Manager.
- Prepare and administer program and project budgets; allocate resources in a cost effective manner.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Plan, organize, direct, and coordinate the work of supervisory, technical, and office support staff.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of programs and administrative activities.
- Effectively represent the Town in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from an accredited four-year college or university with major coursework in business or public administration, public policy, or a related field and five (5) years increasingly responsible professional administrative and analytical experience in municipal government, including experience in strategic planning, policy analysis, and organizational development, including one (1) year of supervisory experience.

Licenses and Certifications:

- Valid California class C driver's license with satisfactory driving record and automobile insurance.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various Town and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



December 2019
FLSA: Exempt

GRANT ADMINISTRATOR

DEFINITION

Under general direction, administers, manages, organizes, and monitors disaster recovery projects within the Town of Paradise; prepares grant proposals and supporting documents; provides grants administration support; develops, summarizes, and maintains administrative and fiscal records; coordinates grants programs, special projects, and studies and performs related administrative functions; fosters cooperative working relationships among Town departments and acts as liaison with various community, public, and regulatory agencies; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Disaster Recovery Director. Exercises no supervision over staff.

CLASS CHARACTERISTICS

This is a professional classification responsible for activities related to the Town's disaster recovery projects. Responsibilities include budget development, grant funding and reporting, expenditure monitoring, and grant funds disbursement. Incumbents serve as a resource for project analyses, evaluation, and reporting. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Manages and coordinates assigned disaster recovery projects, reviews, evaluates and assesses methods and procedures and administrative support systems to ensure compliance with funding.
- Coordinates and performs work in grants development, administration, and reporting, including researching grant funding opportunities, evaluating funding opportunities relative to Town policies and vision, preparing grant proposals, assisting in preparing budgets, and interpreting funding agency regulations and requirements.
- Analyzes, reviews, and ensures compliance of proposals and grant budgets with policies, regulations, funding agency requirements, and accounting protocols and procedures; facilitates documentation requirements.
- Develops and maintains specialized databases and systems for recording and tracking grant proposals, awards, and related statistical information.
- Collects, compiles, and analyzes information from various sources on a variety of specialized topics to related projects; prepares comprehensive technical records and reports to present and interpret data, identifies alternatives, and makes and justifies recommendations.
- Advises and guides staff on the application of grant funding policies, regulations, and procedures.
- Serves as a liaison with employees and grant funding organizations pertaining to grant submissions and future funding; provides information and assistance to the departments regarding research of funding opportunities; receives and responds to questions relating to assigned area of responsibility.
- Maintains accurate records and files; develops storage of records and retention schedules.

- Attends meetings, conferences, workshops, and training sessions and reviews publications and materials to remain current on grant funding policies, regulations, procedures, and new developments; prepares reports of changes to management; provides recommendations on implementation and impact of changes.
- Negotiates project contracts and agreements; determines needs and requirements for contractual services; ensures legal and contractual provisions are included to protect the Town's interests; ensures contractor compliance with contractual provisions.
- Serves as a liaison for the division with other Town departments, divisions, and outside agencies; attends meetings in various locations; provides staff support to the Town, committees, and task forces; participates in community events and workshops that provide public information regarding divisional projects and services.
- Confers with Town departments, elected officials, and outside agencies to define and develop strategies to achieve Town objectives.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in disaster recovery.
- Monitors changes in laws, regulations, and technology that may affect Town or divisional operations; implements policy and procedural changes as required.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Organizational and management practices as applied to the analysis and evaluation of projects, policies, procedures, and operational needs; principles and practices of public agency administration.
- Principles, practices, and procedures of budgeting, contract administration, and grant administration.
- Project and/or program management, analytical processes, and report preparation techniques.
- Research and reporting methods, techniques, and procedures.
- Sources of information related to a broad range of municipal programs, services, and administration.
- Applicable Federal, State, and local laws, regulatory codes ordinances, and procedures relevant to assigned area of responsibility.
- Record keeping principles and procedures.
- Techniques for effectively representing the Town in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Administrative principles and practices, including goal setting, project development, implementation, and evaluation.
- Methods and techniques for the development of presentations, business correspondence, and information distribution.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and Town staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Assist in the development of goals, objectives, policies, procedures, and work standards for grant administration.

- Coordinate and oversee departmental administrative, budgeting and fiscal reporting activities as they relate to projects funded by grants.
- Interpret, apply, and explain complex Federal, State, and local laws, codes, regulations, and departmental policies and procedures.
- Analyze, interpret, summarize and present administrative and technical information and data in an effective manner.
- Prepare clear and effective financial, statistical, narrative, informational, and educational reports, correspondence, procedures, and other written material.
- Make accurate arithmetic, financial and statistical computations.
- Analyze situations and identify pertinent problems/issues, conduct research to gather relevant information, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, setting priorities, and meeting critical time deadlines.
- Effectively administer special projects with contractual agreements and ensure compliance with stipulations.
- Conduct effective negotiations and effectively represent the Town and the assigned division in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Learn and understand the organization and operation of the Town and of outside agencies as necessary to assume assigned responsibilities.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree in in public administration, business administration, or a closely related field and five (5) years of municipal government experience including grant development and administration.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment and a satisfactory driving record.

PHYSICAL DEMANDS

The standard office position requires an employee to access their work location, attend meetings, use computerized workstations, and lift paperwork and light-weight equipment or resources (less than 20 pounds). Typically, an employee will need to walk, stand, sit, use a keyboard, see, hear, bend, lift, and twist. The employee obtains information from oral instructions, conversations, written reports, email, the Internet, and professional publications, and will process and analyze the information obtained. The employee will provide information orally or in writing, and work on numerous concurrent projects and

tasks under deadlines. Typically, an employee will need to mentally process and analyze complex information, compose complex responses, interact with others, and present information and reports.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.



Town of Paradise
Council Agenda Summary
Date: January 14, 2020

Agenda Item: 6(c)

ORIGINATED BY: Susan Hartman, Community Development Director
REVIEWED BY: Lauren M. Gill, Town Manager
SUBJECT: Town Council Adoption of an Amendment to Urgency Ordinance 578

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

1. Consider adopting Town of Paradise Ordinance No.____, "An Amendment to Urgency Ordinance No. 578 Relating to Interim Housing and Accessory Building(s) Inside the Camp Fire Area"; or
2. Direct an alternative directive to town staff.

BACKGROUND:

On May 22, 2019, the Town Council adopted Ordinance No. 578 that amended Ordinance No. 575 and established an ordinance that temporarily relaxes some building and zoning regulations to allow for additional interim housing, through the temporary placement of recreational vehicles (RVs), both inside and outside of the Camp Fire affected area for displaced persons.

DISCUSSION:

As of November 22, 2019, the interim housing urgency ordinance requires a temporary use permit to be issued for all temporary RVs whether connected to utilities or not. A mailing went out to all properties identified as having RVs without record of a temporary use permit, as noted during drive-by inspections, as of the first week of December notifying owners of the requirements of the urgency ordinance and gave a deadline of January 3, 2020 to have the temporary use permit application submitted.

In response to receiving the letter, many property owners contacted town staff to inform them that the RVs in question were only being stored on the property; not occupied. However, when the only use on a property is the storage of vehicles, it is defined as 'general equipment/vehicle storage' and is not permitted in residential zones. In addition, other property owners attempted to comply with the notice and apply for a temporary use permit only to find out their property was not zoned for residential use as required by the urgency ordinance.

To accommodate these unforeseen circumstances and meet the intent of the urgency ordinance, staff recommends amending Ordinance No. 578 to allow for the placement of up to two (2)

temporary dwellings on any eligible property that is either residentially zoned or, for those properties not residentially zoned, lost a prior existing residence due to the Camp Fire. This would capture those sites where residences existed before the fire but weren't necessarily residentially zoned (commonly referred to as 'non-conforming' uses). Additionally, staff recommends a further revision to the ordinance to allow the storage of up to two (2) unoccupied RVs on any eligible property through the issuance of a temporary use permit similar to the process for permitting temporary commercial vehicle storage yards. As a clarification, the urgency ordinance defines an 'eligible property' as one that either had no fire damage or one that has since been cleared and issued a certificate of completion.

Staff has developed the attached proposed amended ordinance that, if adopted by the Town Council, would amend Urgency Ordinance No 578 to allow for the storage of unoccupied RVs as well as the potential to secure a temporary use permit to occupy an RV on any property that previously had a residence for the duration of the urgency ordinance (added text in the attached ordinance is shown as shaded).

FINANCIAL IMPACT:

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

Attachment

TOWN OF PARADISE
Urgency Ordinance No. _____

**AN AMENDMENT TO URGENCY ORDINANCE NO. 578 RELATING TO INTERIM
HOUSING AND ACCESSORY BUILDING(S) INSIDE THE CAMP FIRE AREA**

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

Section 1. Ordinance No. 578 is hereby amended.

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

Section 2. Emergency Findings.

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

Section 3.

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

B. California Government Code Section 8630 empowers the Town Director of Emergency Services (Director) to proclaim the existence of a local emergency when the Town is affected or likely to be affected by a public calamity, subject to ratification by the Town Council at the earliest practicable

1 time.

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

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

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

22 F. On November 9, 2018, Dr. Andrew Miller, Butte County's Local
23 Health Officer, issued a Declaration of Health Emergency
24 pursuant to California Health and Safety Code section 101080.
25 Dr. Miller's declaration stated that the local health
26 emergency was a consequence of the debris resulting from the

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

21 G. On November 12, 2018, the President of the United States
22 declared the existence of a major disaster in the State of
23 California, providing assistance from many federal agencies,
24 including the Federal Emergency Management Agency (FEMA).

25 H. On November 13, 2018, the Butte County Board of Supervisors
26 ratified Dr. Miller's Declaration of Health Emergency.

1 I. On November 21, 2018, the status of the Camp Fire area was as
2 follows: firefighters had contained the Camp Fire; the
3 Sheriff had lifted evacuation orders; work crews had removed
4 fallen power lines, burned vehicles and trees blocking the
5 roads; utilities including electric power, gas and non-
6 potable water had become available; no local businesses were
7 open to serve the public; and no public services were
8 available. Further, preliminary actions had been taken to
9 mitigate the risk from animal carcasses, radioactive waste
10 and perishable foods in the Camp Fire area, however, concerns
11 regarding the threats remained. The public health hazards
12 present in the Camp Fire area included (1) the public health
13 hazards from the enormous amount of fire debris, (2) the
14 public health hazard from the hazardous materials and
15 probable radioactive materials present in the ash and debris
16 from destroyed qualifying structures, (3) the threat of
17 infectious or communicable disease and/or non-communicable
18 biologic agent due to the presence of animal carcasses,
19 perishable foods and radioactive waste and (4) the potential
20 pollution of the drinking water downstream from the Camp Fire
21 area if weather conditions caused the spread of the hazardous
22 materials in the ash and debris of burned qualifying
23 structures. At the time, the Camp Fire had destroyed thousands
24 of structures.

25 J. On November 21, 2018, Dr. Miller issued a Hazard Advisory
26 strongly suggesting residents should not reside on property

1 with qualifying structures damaged or destroyed by the Camp
2 Fire until the property had been cleared of hazardous waste,
3 ash and debris and certified clean by the County Department
4 of Public Health, Environmental Health Division. The County
5 Department of Public Health provided residents with re-entry
6 packets which included personal protective equipment and
7 information on the dangerous conditions and toxic materials
8 present in the Camp Fire area. The re-entry packets were
9 intended to improve the safety of the residents who chose to
10 visit their properties to collect valuables and not intended
11 to encourage long-term visitation or habitation. The purpose
12 of the Hazard Advisory was to address the public health
13 hazards present at the time in the Camp Fire area, including
14 (1) the enormous amount of fire debris present in the Camp
15 Fire area, (2) the hazardous materials and probable
16 radioactive materials present in ash and debris from
17 qualifying structures, (3) the lessened but still present
18 threat of infectious or communicable disease and/or non-
19 communicable biologic agents due to animal carcasses,
20 radioactive waste and perishable foods, (4) the potential
21 contamination or destruction of the residential and
22 commercial water supply in the Camp Fire area and (5) the
23 potential pollution of the drinking water downstream from the
24 Camp Fire area if weather conditions caused the spread of the
25 hazardous materials in the ash and debris of burned qualifying
26 structures.

1 K. The Camp Fire to date has consumed 153,336 acres and has led
2 to the destruction of 13,696 residences, damage to 462
3 residences, the destruction of 276 multiple family
4 residences, the destruction of 528 commercial buildings,
5 damage to 102 commercial buildings, the destruction of 4,293
6 other minor structures, and resulted in the evacuation of
7 over 50,000 people. As a result, the Camp Fire has created an
8 enormous amount of debris.

9 L. There exists the potential for widespread toxic exposures and
10 threats to public health and the environment in the aftermath
11 of a major wildfire disaster, and debris and ash from
12 residential and commercial structure fires contain hazardous
13 materials and the harmful health effects of hazardous
14 materials produced by a wildfire are well-documented.

15 M. The combustion of building materials such as siding, roofing
16 tiles, and insulation results in dangerous ash that may
17 contain asbestos, heavy metals and other hazardous materials.
18 Household hazardous waste such as paint, gasoline, cleaning
19 products, pesticides, compressed gas cylinders, and chemicals
20 may have been stored in homes, garages, or sheds that may
21 have burned in the fire, also producing hazardous materials.

22 N. Exposure to hazardous materials may lead to acute and chronic
23 health effects and may cause long-term public health and
24 environmental impacts. Uncontrolled hazardous materials and
25 debris pose significant threats to public health through
26 inhalation of dust particles and contamination of drinking

1 water supplies. Improper handling can expose residents and
2 workers to toxic materials, and improper transport and
3 disposal of fire debris can spread hazardous substances
4 throughout the community.

5 O. Standards and removal procedures are needed immediately to
6 protect the public health and environment, and to facilitate
7 coordinated and effective mitigation of the risks to the
8 public health and environment from the health hazards
9 generated by the Camp Fire disaster.

10 P. The Camp Fire has created hazardous waste conditions in the
11 Town of Paradise in the form of contaminated debris from
12 household hazardous waste/materials and structural debris
13 resulting from the destruction of thousands of structures.
14 This hazardous waste debris poses a substantial present or
15 potential hazard to human health and the environment until
16 the property is certified clean. The accumulated exposure to
17 hazardous waste debris over an extended period of time poses
18 a severe hazard to human health.

19 Q. The Town of Paradise previously approved Ordinance No. 572,
20 Ordinance No. 573, and Ordinance No. 575 as urgency measures
21 relating to the Camp Fire disaster recovery on December 12,
22 2018, The actions addressed the need for the regulation of
23 debris removal to alleviate the public health, safety and
24 welfare concerns associated with the ash and debris of
25 qualifying structures and temporary emergency housing
26 options.

1 R. As of February 4, 2019, the status of the Camp Fire disaster
2 recovery **was** as follows: (1) Phase I cleanup by the U.S.
3 Environmental Protection Agency and the California Department
4 of Toxic Substances Control is complete, which has reduced
5 the public health concerns relating to the most hazardous
6 materials present in the Camp Fire area, (2) Phase II of the
7 cleanup pursuant to the Government (CalOES) Program and the
8 Alternative Program has commenced, (3) utilities are
9 available (except for potable water), (4) numerous businesses
10 have opened to serve the public, (5) public services are
11 available, including a FEMA and CalOES jointly-operated
12 Disaster Recovery Center in Paradise, California. Current
13 threats include (1) the enormous amount of fire debris present
14 in the Camp Fire area, (2) hazardous materials and probable
15 radioactive materials present in ash and debris from
16 qualifying structures, (2) the potential pollution of the
17 drinking water downstream from the Camp Fire area if weather
18 conditions caused the spread of the hazardous materials in
19 the ash and debris of burned qualifying structures. The
20 purpose of this Ordinance is to allow residents to live on
21 properties in the Camp Fire area that do not contain fire ash
22 and debris from a qualifying structure destroyed or damaged
23 by the Camp Fire.

24 S. The Debris Removal Operations Plan for the Camp Fire prepared
25 by the CalOES/CalRecycle Incident Management Team provides
26 that the DTSC has issued reports regarding the assessment of

1 burn debris from wildfires in the past. The studies of burned
2 residential homes and structures from large scale wildland
3 fires indicated that the resulting ash and debris can contain
4 asbestos and toxic concentrated amounts of heavy metals such
5 as antimony, arsenic, cadmium, copper, lead, and zinc
6 (qualifying structures). Additionally, the ash and debris may
7 contain higher concentrations of lead if the home was built
8 prior 1978 when lead was banned from household paint in the
9 United States. The reports indicated that the residual ash of
10 burned residential homes and structures has high
11 concentrations of heavy metals that can be toxic and can have
12 significant impact to individual properties, local
13 communities, and watersheds if the ash and debris is not
14 removed safely and promptly. The plan also indicates that the
15 purpose of the structural debris removal program is to remove
16 debris that poses a risk to health and/or the environment.
17 Debris from structures smaller than 120 square feet are not
18 included in the program.

19 T. The Butte County Local Health Officer Dr. Miller has indicated
20 that the Phase II cleanup of the properties containing ash
21 and debris from a qualifying structure mitigates the public
22 health hazards of the Camp Fire. Further, failing to clean
23 properties containing ash and debris from a qualifying
24 structure can have severely negative long term consequences
25 to the public health and environment. Therefore, the focus
26 must be on accomplishment of the Phase II cleanup to address

1 the public health hazards. The standard for determining when
2 a property is clean from ash and debris from a qualifying
3 structure is when the Phase II cleanup work is complete and
4 the property is certified clean by the County Department of
5 Public Health, Environmental Health Division. Ash and debris
6 of qualifying structures is the focus of the Phase II cleanup
7 work. The significance of the public health risks is higher
8 on properties with ash and debris from a qualifying structure.
9 Given the progress the Camp Fire disaster recovery has made
10 with respect to the hazards identified in the findings above,
11 the remaining significant public health hazard is the ash and
12 debris from qualifying structures. Based on the foregoing
13 properties that contain ash and debris from qualifying
14 structures constitute a significant public health risk.
15 Therefore, those properties should be ineligible for
16 temporary emergency housing until Phase II cleanup work is
17 completed on the property and is certified clean by the
18 Department of Public Health, Environmental Health Division.
19 Properties that do not contain ash and debris from a
20 qualifying structure do not pose a significant public health
21 risk and should be eligible for temporary emergency housing.

22 U. Due to the magnitude of the destruction, there is a need to
23 provide for sufficient housing options both inside and
24 outside of the Camp Fire affected area. Thus, on February 4,
25 2019, the Town of Paradise adopted Ordinance No. 575 that
26 repealed Ordinance No. 573 and established an ordinance that

1 temporarily relaxes some building and zoning regulations to
2 allow for additional interim housing both inside and outside
3 of the Camp Fire affected area for displaced persons.

4
5
6
7 V. There exists an immediate need to provide accessory buildings
8 to accommodate storage of personal property of persons
9 displaced by the Camp Fire who own Eligible Property that has
10 been certified clean pursuant to Phase II requirements by the
11 County Department of Public Health, Environmental Health
12 Division. This Ordinance temporarily relaxes some Town zoning
13 regulations to allow for establishment of an accessory
14 building on property both inside and outside of the Camp Fire
15 affected area for the displaced persons for the storage of
16 essential equipment necessary to the recovery from the
17 damages caused by the Camp Fire. Due to the magnitude of the
18 destruction and its related and significant impacts on
19 properties, there is a need to provide displaced property
20 owners with the option of constructing accessory buildings
21 both inside and outside of the Camp Fire affected area without
22 first obtaining building permits for primary residences on
23 their properties.

24 W. It is essential that this Ordinance become immediately
25 effective (1) to mitigate the harm that could be caused to
26 the public health and safety and to the environment from the

1 improper disturbance, removal and/or disposal of debris
2 containing hazardous materials, and to facilitate the orderly
3 response to the Camp Fire disaster; and (2) to allow the
4 fastest possible transition of homeless and displaced
5 residents to interim and long-term shelter; and (3) to allow
6 displaced persons who own Eligible Property certified clean
7 pursuant to Phase II requirements an option to establish an
8 accessory building on their property to better facilitate and
9 further expedite their property maintenance and storage of
10 essential equipment required to allow for the property
11 rebuild process.

12 13 **Section 4. Purpose.**

14 13,696 homes were destroyed by the Camp Fire in the Town of
15 Paradise and surrounding unincorporated areas. This disaster has
16 created a need for housing on a scale that cannot be accommodated
17 through the existing available housing in the Town. To meet the
18 immediate need for housing, the Town relaxed some building and
19 zoning regulations in a prior Ordinance to allow for additional
20 temporary housing. However, this additional temporary housing may
21 not be sufficient to meet the large and immediate need. This
22 Ordinance relaxes some building and zoning regulations to allow
23 for additional temporary housing inside the Camp Fire affected
24 area. Persons moving back to the area do so at their own risk and
25 should make themselves aware of the health hazards of doing so.
26 The Ordinance allows persons to place temporary housing as well as

temporary recreational vehicle storage on an Eligible Property. This Ordinance also provides an option for affected property owners to establish an accessory building on their Eligible Property without first obtaining a building permit for a primary residence. The purpose of this Ordinance is to develop reasonable standards that allow persons to move back into the Camp Fire affected area while a massive debris removal program is implemented and, at the same time, provide interim shelter as well as an option of an accessory building for property maintenance equipment and rebuild materials storage for Town residents on private property during this housing crisis.

Section 5. Definitions.

Except where the context clearly indicates otherwise, the following definitions shall govern the construction of the words and phrases used in this Ordinance:

Accessory Building. Any structure having a permanent foundation and a roof supported by columns or walls designed, intended and/or used for the protection and storage of personal property associated with a permitted or conditionally permitted Principal Use on the same site.

Camp Fire. A 153,336-acre wildfire that started near the community of Pulga on November 8, 2018, destroying over 18,000 structures, which forced the evacuation of the Town of Paradise, Berry Creek, Butte Creek Canyon, Butte Valley, Centerville, Cherokee, Concow, Durham, Forest Ranch, Magalia, Pulga, Stirling City, and Yankee

Hill, and other areas near the Cities of Chico and Oroville, and proclaimed by the Town Council under Resolution 18-42, as a local emergency, and also proclaimed by then Acting Governor Gavin Newsom as a state of emergency. CAL FIRE maintains a map showing the final boundaries of the Camp Fire and the Camp Fire affected area, as of November 25, 2018 at 100 percent containment.

Cargo Storage Container. A single metal box made of steel or other similar material, which is designed for securing and protecting items for temporary storage, not exceeding three hundred twenty (320) square feet in size, without utilities, and not used for human habitation.

Director. The Town of Paradise Director of Emergency Services or his or her authorized representative.

Displaced Person(s). A Town resident or residents whose residential dwelling has been destroyed or damaged by the Camp Fire, such that the resident(s) cannot occupy the dwelling. Displaced person(s) may be required to provide verification to the county to substantiate their eligibility for uses, permits and/or approvals described in this article. Evidence may consist of verification by Federal Emergency Management Agency (FEMA) registration or damage assessment, and/or a driver's license or other government-issued identification card or utility bill, etc. with a physical address showing the resident resided on a property impacted by the Camp Fire, as determined by the Town. Such determination may be made by the Director or other town personnel.

Effective Date. The date of the Town Council adoption of this Ordinance.

Eligible Property. A property that does not contain fire debris or hazardous materials from a qualifying structure that was damaged or destroyed by the Camp Fire. Eligible Property shall include (1) parcels with no resulting damage or fire debris from the Camp Fire (2) parcels with fire debris from a structure that was not a qualifying structure that was damaged or destroyed by the Camp Fire and (3) parcels with fire debris or hazardous materials from a qualifying structure that was damaged or destroyed by the Camp Fire, only upon the issuance of a certificate that the parcel has been cleaned pursuant to Phase II requirements by the County Department of Public Health, Environmental Health Division. Temporary housing and/or establishment of an accessory building pursuant to this Ordinance shall be permitted as reflected in the table below:

	Property not damaged by Camp Fire	Property with a non-qualifying structure damaged or destroyed by Camp Fire	Property with a qualifying structure damaged or destroyed by Camp Fire
Prior to completion of Phase II cleanup	Temporary housing allowed	Temporary housing allowed	Temporary housing prohibited

Following completion of Phase II cleanup (property certified clean by the Department of Public Health, Environmental Health Division)	Temporary housing allowed Accessory Building Allowed	Temporary housing allowed Accessory Building Allowed Temporary recreational vehicle storage allowed	Temporary housing allowed Accessory Building Allowed Temporary recreational vehicle storage allowed
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FEMA. The Federal Emergency Management Agency or successor agency.

Fire Debris and Hazardous Materials. Debris, ash, metals, and completely or partially incinerated substances from structures that are located on properties that qualify under the CalOES Debris Removal Program or the Butte County's Alternative Debris Removal Program.

Movable Tiny House. For the purposes of this Ordinance, a movable tiny house is a structure utilized as living quarters by one household that is licensed by and registered with the California Department of Motor Vehicles, meets the American National Standards Institute (ANSI) 119.5 or ANSI 119.2 (NFPA 1192) requirements and is certified by a qualified third party inspector for ANSI compliance, cannot move under its own power, is not longer than allowed by State law for movement on public highways, has a total floor area of not less than 150 square feet, and has no more than 430 square feet of habitable living space.

Phase I. The hazardous waste cleanup as defined and discussed in Section 3, Debris Removal, above.

Phase II. The hazardous waste, fire debris and ash cleanup as defined in Section 3, Debris Removal, above.

Qualifying Structure. A qualifying structure as defined and discussed in Section 3, Debris Removal, above.

Recreational Vehicle. A motor home, travel trailer, truck camper or camping trailer that is: (1) self-contained with potable water and sewage tanks and designed for human habitation for recreational or emergency occupancy; (2) self-propelled, truck-mounted, or permanently towable on California roadways; and (3) a California Department of Motor Vehicles licensed vehicle, or a similar vehicle or structure as determined by the Director.

Recreational Vehicle Park. A commercial use providing space for the accommodation of more than two recreational vehicles for recreational or emergency housing, or for transient employee lodging purposes.

Temporary Dwelling. A temporary dwelling includes a recreational vehicle and a movable tiny house.

Temporary Recreational Vehicle Storage. The temporary storage of an unoccupied recreational vehicle.

Section 6. Initial use of temporary dwellings.

Residential use and occupancy of up to two (2) temporary dwellings on any Eligible Property that permits a residential use or any parcel where a prior existing residence was lost due to the Camp

Fire shall be allowed for an initial term of 180 days from the date of this Ordinance was enacted subject to the applicable requirements set forth under Section 8, Standards.

Section 7. Temporary dwellings with utility hook-ups.

Residential use and occupancy of up to two (2) temporary dwellings, including any temporary dwellings allowed under section 6, utilizing hook-ups for water, sewage disposal, and/or electricity on an Eligible Property shall be allowed during the effective period of this Ordinance subject to a temporary use permit, and subject to the applicable requirements set forth in Section 8, Standards.

Section 7(a). Temporary recreational vehicle storage.

The temporary storage of up to two (2) unoccupied recreational vehicles on an Eligible Property shall be allowed during the effective period of this Ordinance subject to the issuance of a temporary use permit and the applicable requirements set forth in Section 8, Standards.

Section 8. Standards.

All residential use of temporary dwellings and storage use of cargo storage containers and/or recreational vehicle storage shall meet the following standards.

- 1 A. At all times, the property owner or the property owner's
2 authorized agent shall obtain all Town permits for all
3 temporary dwellings that are hooked-up to utilities.
4 Written consent of the property owner is required in all
5 cases.
- 6 B. At all times, residential use of temporary dwellings is
7 limited to recreational vehicles and movable tiny houses
8 not on a permanent foundation and used to house persons
9 displaced by the Camp Fire during the effective period
10 of this Ordinance.
- 11 C. Use of temporary dwellings is contingent on proof of a
12 damaged or destroyed residence as verified by the
13 Director based on prior final building permit or
14 Assessor's records, or other documentation satisfactory
15 to the Director.
- 16 D. At all times, temporary dwellings and cargo storage
17 containers or stored recreational vehicles shall be
18 located outside the boundaries of any recorded
19 easements, roads, driveways, designated flood hazard
20 locations, or areas prone to landslide or debris flow.
- 21 E. At all times, use of a cargo storage container shall be
22 only for storage of personal and household belongings
23 for each temporary dwelling.
- 24 F. For water hook-ups, the temporary dwelling shall be
25 connected to an approved source of water meeting one of
26 the following criteria:

1. Public water supply;
2. Existing well provided that it has been approved by the Department of Public Health, Environmental Health Division as safe for domestic consumption; or
3. Other water source approved by the Town.

G. For sewage disposal hook-ups, the temporary dwelling shall be connected to an approved sewage disposal system meeting one of the following criteria:

1. Public sewer system;
2. A new or existing on-site sewage disposal system that has been approved by the Town to be intact, adequately sized, and functioning correctly;
3. Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the Town and Department of Public Health, Environmental Health Division; or
4. Other method of sewage disposal approved by the Town and the Department of Public Health, Environmental Health Division.

H. For electricity hook-ups, the temporary dwelling shall be connected to an approved source of electricity meeting one of the following criteria:

1. Permitted electrical service hook-up; or
2. Other power source approved by the Director.

1
2 **Section 9. Use of accessory residential structures for temporary**
3 **habitation.**

4 For the effective period of this Ordinance, accessory residential
5 structures on an Eligible Property, which also meets Residential
6 Group R occupancies as established by the California Residential
7 Code adopted by the Town, may be used as interim housing for
8 persons displaced by the Camp Fire. During this period, said use
9 shall not be subject to the provisions of existing deed
10 restrictions required by Butte County, but shall remain subject to
11 all other existing regulations and limitations.

12
13 **Section 10. Use of Accommodations, Farmstays, Bed and Breakfast**
14 **Inns, Resorts, Retreats, Camps or other similar uses.**

15 Notwithstanding any contrary provision in the Paradise Municipal
16 Code or any use permit conditions, use of existing promotional or
17 marketing accommodations, farmstays, bed and breakfast inns,
18 resorts, retreats, camps or other similar visitor serving uses
19 shall be allowed on an Eligible Property as interim housing for
20 persons displaced by the Camp Fire.

21
22 **Section 11. Waiver of Town Use Permit Requirement for Relocation**
23 **of Damaged Child Care and Educational Facilities.**

24 Notwithstanding any contrary provision in the Paradise Municipal
25 Code, any existing small or large child day care facility or child
26 care center, elementary school, junior high school, high school or

1 institution of higher education that was housed in premises made
2 uninhabitable by the Camp Fire may be temporarily relocated to
3 existing buildings on an Eligible Property in the Eligible
4 Property, subject to a temporary use permit and any existing
5 applicable standards, and subject to a building permit if any
6 renovations are required. Nothing in this Ordinance waives or
7 affects any State law requirements applicable to such facilities.
8

9 Section 12. Accessory Building Standards.

10 Notwithstanding any other provision of Paradise Municipal Code
11 Title 17, while this Ordinance is in effect, an accessory building
12 may be established as a permitted land use prior to the issuance
13 of a building permit for construction of a residence upon an
14 Eligible Property located within all Agricultural Residential,
15 Rural Residential, Town Residential, and Multi-Family zoning
16 districts and shall meet the following standards:

17 A. The accessory building shall not exceed a building
18 coverage area of 10% of the lot size of the affected
19 property located in any of the Agricultural-Residential,
20 Rural Residential, one-acre minimum [RR-1] and Rural
21 Residential two-third acre minimum [RR-2/3] zoning
22 districts.

23 B. The accessory building shall not exceed a building
24 coverage area of 5% of the lot size of the affected
25 property located in any of the Town Residential, Rural
26

Residential, one-half acre minimum [RR-1/2], and Multiple-Family Residential [MF] zoning districts.

C. At all times, the accessory building shall be located outside the boundaries of any recorded easements, roads, driveways, designated flood hazard locations, areas prone to landslide or debris flow, and required front, rear and side yard setback areas.

D. The accessory building shall be designed and constructed to comply with Wildland Urban Interface [WUI] standards.

E. Whenever the accessory building is to exceed a floor area of 120 square feet and/or to be connected to utilities the property owner or the property owner's authorized agent shall obtain all Town permits for subject accessory building(s). Written consent of the property owner is required in all cases.

F. Town permit applications for establishment of an accessory building shall include submittal of a subject property plot plan: 1) drawn to a common scale; 2) designed in compliance with the Town's "minimum plan standards" for residential rebuild; and 3) including either a concurrent or future residential dwelling.

G. Before the expiration of this Ordinance, all owners of accessory buildings constructed under this Ordinance shall have applied for building permits to construct a primary residence on the owners' property.

Section 13. CEQA Exemption.

Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the California Government Code.

Section 14. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 15. Effective Date and Publication.

1 This Ordinance shall be and the same is hereby declared to be in
2 full force and effect immediately upon its passage by a four-
3 fifths (4/5) or greater vote. The Town Clerk of the Town of
4 Paradise is authorized and directed to publish a summary of this
5 ordinance before the expiration of fifteen (15) days after its
6 passage. This Ordinance shall be published once, with the names
7 of the members of the Town Council Members voting for and against
8 it, in the Paradise Post, a newspaper of general circulation
9 published in the Town of Paradise, State of California. A complete
10 copy of this Ordinance is on file with the Town Clerk of the Town
11 Council and is available for public inspection and copying during
12 regular business hours in the office of the Town Clerk.

13
14 **Section 15.** This Ordinance shall expire on December 31, 2020.

15 **PASSED AND ADOPTED** by the Town Council of the Town of Paradise,
16 County of Butte, State of California, on this 14th day of January,
17 2020 by the following vote:

18 **AYES:**

19 **NOES:**

20 **ABSENT:**

21 **ABSTAIN:**

22 _____
Greg Bolin, Mayor

23 **ATTEST:**

APPROVED AS TO FORM:

24
25 _____
Dina Volenski, CMC,
Town Clerk

26 _____
Dwight L. Moore,
Town Attorney