



# Town of Paradise

## Town Council Meeting Agenda

### 6:00 PM – February 10, 2026

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

Mayor, Steve Crowder  
Vice Mayor, Steve “Woody” Culleton  
Council Member, Greg Bolin  
Council Member, Heidi Lange  
Council Member, Ronald Lassonde

Interim Town Manager, Michael O’Brien  
Town Attorney, Scott E. Huber  
Town Clerk/Elections Official, Melanie Elvis  
CDD, Planning & Onsite, Susan Hartman  
CDD, Building & Code Enforcement, Tony Lindsey  
Finance Director/Town Treasurer, Aimee Beleu  
Public Works Director/Town Engineer, Marc Mattox  
Division Chief, CAL FIRE/Paradise Fire, Jason Finney  
Chief of Police, Eric Reinbold  
Recovery & Economic Development Director, Colette Curtis  
Human Resources & Risk Management Director, Crystal Peters  
Information Systems Director, Luis Marquez

### Meeting Procedures

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

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

## 1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
- 1e. Special recognition is awarded to sworn and non-sworn police personnel and volunteers for their exemplary contributions to the department. (**Police Chief/Eric Reinbold**)

Officer of the Year:

**Officer John Newsom**

Dispatcher of the Year:

**Dispatcher Lorissa Parks**

Civilian Employee of the Year:

**Administrative Assistant Kelly Peirce**

VIP of the Year:

**Carol James**

PASH Volunteer of the Year:

**Lindy Brown**

- 1f. Presentation by Blue Avenue.
- 1g. p6 Camp Fire Recovery Updates - Written reports are included in the agenda packet.  
  
Colette Curtis, Recovery and Economic Development Director - recovery projects, advocacy, economic recovery and development, communications, emergency operations and Housing updates.  
  
Marc Mattox, Assistant Town Manager -infrastructure and sewer updates.
- 1h. p15 Paradise Sewer Project update by Assistant Town Manager Marc Mattox.

## 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. p17 Approve minutes of the January 13, 2026 Special and Regular Town Council meetings. (**Melanie Elvis/Town Clerk**)
- 2b. p25 Approve January 2026 Cash Disbursements in the amount of \$6,516,325.57. (**Aimee Beleu/Finance Director**)
- 2c. p33 Ratify the agreement with Baker Tilly US, LLP for Fiscal Year 2024/25 auditing services and authorize the Town Manager (or designee) to execute the agreement. (**Aimee Beleu/Finance Director**)
- 2d. p53 Ratify the Professional Services Agreement with Regional Government Services (RGS), previously executed by the Interim Town Manager under

existing purchasing authority, in an amount not to exceed \$99,000. (**Aimee Beleu/Finance Director**)

- 2e. p70 1. Adopt Resolution No. 2026-\_\_\_\_” A Resolution of the Town Paradise of the Town of Paradise Approving Job Classification Descriptions; and, 2. Adopt Resolution No. 2026-\_\_\_\_ "A Resolution of the Town Council of the Town of Paradise Amending the Salary Pay Plan to include an Engineering Intern – Part Time, Temporary Position to the Salary Pay Plan for Fiscal Year 2025–2026; and, 3. Authorize staff to recruit and hire a temporary Engineering Intern for the period of early June 2026 through mid-August 2026. (**Marc Mattox/Assistant Town Manager**)
- 2f. p78 Adopt Resolution No. 2026-\_\_\_\_, “A Resolution of the Town Council of Town of Paradise accepting the work performed under the Off-System Roadway Rehabilitation Project - 2024, Contract 8407.2 CON performed by Baldwin Contracting Company, Inc. dba Knife River Construction.” (**Marc Mattox/Assistant Town Manager**)
- 2g. p83 Concur with staff recommendation to file CEQA Notice of Exemptions for Maintenance Culvert Replacements on Roe and Scottwood Roads. (**Marc Mattox/Assistant Town Manager**)
- 2h. p91 Consider adopting Resolution No. 2026-\_\_\_\_, “A Resolution of the Town Council of the Town of Paradise Approving an Application for Funding and the Execution of a Standard Agreement and any Amendments Thereto, and Certain Related Loan or Grant Documents and any Amendments Thereto, Related to the Award Made Pursuant to the Application Authorized by this Resolution Submitted in Response to a Direct Award.” (**Marc Mattox/Assistant Town Manager**)
- 2i. p97 Concur with staff recommendation to file CEQA Notice of Exemption for Subsurface Investigation work to support Collection System design and Wastewater Treatment Facility site selection. (**Marc Mattox/Assistant Town Manager**)

### **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. p109 Consider adopting Resolution No. 2026-\_\_\_\_, “A Resolution of the Town Council of the Town of Paradise Making Findings Concerning a Sole Vendor for Entering into Contract with BRINC Drones as First Responders

(DFR) Services – Sole Source. (ROLL CALL VOTE) (**Eric Reinbold/Police Chief**)

6b. p116 1. Consider approving the Corrective Action Plan for the 2025 Building Division Audit with planned future updates quarterly; or, 2. Provide alternate direction. (ROLL CALL VOTE) (**Marc Mattox/Assistant Town Manager**)

6c. p141 1. Review each committee identified above using the standardized governance questions during the meeting, with staff facilitating the discussion for consistency and clarity; and, 2. Approve the recommendation to sunset the Onsite Ad Hoc Committee effective immediately; and, 3. Provide direction that the standardized governance questions (Questions 1–6) be required each time: A. A new committee is established; or B. An existing committee is reaffirmed or modified; and, 4. Direct that the full Committee Inventory be reviewed annually at the time Council assignments are considered each December. (ROLL CALL VOTE) (**Marc Mattox/Assistant Town Manager**)

6d. p172 Consider adopting Resolution No. 2026-\_\_\_\_, “ A Resolution of the Town Council of the Town of Paradise Awarding Construction Contract No. 8407.4 CON, Off-System Road Rehabilitation Project - 2026, to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid and designating authority to the Town Manager to Execute an Agreement with Baldwin Contracting Company, Inc. dba Knife River Construction and to approve contingency expenditures not exceeding 10%”. (ROLL CALL VOTE) (**Marc Mattox/Assistant Town Manager**)

6e. p178 Consider adopting Resolution No. 2026-\_\_\_\_, “ A Resolution of the Town Council of the Town of Paradise Awarding Construction Contract No. 7303.6 CON, On-System Road Rehabilitation – Misc 2026/HSIP Systemic Intersection Safety Improvement Project, to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid and designating authority to the Town Manager to Execute an Agreement with Baldwin Contracting Company, Inc. dba Knife River Construction and to approve contingency expenditures not exceeding 10%”. (ROLL CALL VOTE) (**Marc Mattox/Assistant Town Manager**)

6f. p185 Consider adopting Resolution No. 2026-\_\_\_\_ “A Resolution of the Town Council of the Town of Paradise Delegating Limited Authority to the Town Manager to Approve and Execute Final Right-of-Way Acquisition Documents for the Skyway-Pentz Intersection Improvements, Pentz Road Widening Project and Pentz Pathway Project Phase II”. (ROLL CALL VOTE) (**Marc Mattox/Assistant Town Manager**)

6g. p191 1. Consider approving staff’s recommendation to select Studio W + TSK (design team) to provide professional planning and design services for the Town of Paradise Facilities Master Plan and Corporation Yard / Fire Station 82 project; and, 2. Authorize the Town Manager to enter into negotiations and execute an Agreement for Professional Services with Studio W+TSK for an initial not-to-exceed amount of \$560,720, subject to approval by the Town Attorney; and, 3. Adopt Resolution No. 2026-\_\_\_\_ “A Resolution of the Town Council of the Town of Paradise Designating Authority to the Town Manager to execute the Agreement and Associated



Task Orders for RFQ No. 2025-004, Facilities Master Plan and Corporation Yard/Fire Station 82 Planning-Design Services in a Not-to-Exceed Amount of \$560,720.” (ROLL CALL VOTE) (**Marc Mattox/Assistant Town Manager**)

6h. p225 1. Consider approving the creation and authorization of a Workforce Development Program Coordinator position, limited to the life of the approved grant, to support day-to-day program implementation, partner coordination, outreach, and grant compliance for the Town’s grant-funded workforce development initiatives; and, 2. Adopt Resolution No. 2026-\_\_\_\_ “A Resolution of the Town Council of the Town of Paradise Approve Job Classification Descriptions”; and, 3. Adopt Resolution No. 2026-\_\_\_\_ “A Resolution of the Town Council of the Town of Paradise Adopting an Amendment to the Salary Pay Plan to Include Workforce Development Program Coordinator for the Town of Paradise Employees for the Fiscal Year 2025/2026. (ROLL CALL VOTE) (**Colette Curtis/Recovery & Economic Development Director**)

6i. p235 1. Consider reviewing and accepting the actuarial valuation of changes to the Paradise Firefighters Association retiree health benefits, as agreed in the Transitional MOU between the Town of Paradise and the Paradise Firefighters Association (PFA) approved by Town Council on September 11, 2012; or, 2. Refer the matter back to staff for further analysis and development. (ROLL CALL VOTE) (**Aimee Beleu/Finance Director**)

**7. COUNCIL INITIATED ITEMS AND REPORTS**

- 7a. Council initiated agenda items:
  - 7a1. Discuss changing the name of the Town Council Chambers to the "Doug LaMalfa Town Council Chambers". (CROWDER)
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

**8. STAFF COMMUNICATION**

- 8a. Town Manager Report

**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	



**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 1(g)**

**ORIGINATED BY:** Colette Curtis, Recovery and Economic Development Director  
**REVIEWED BY:** Mike O'Brien, Interim Town Manager  
**SUBJECT:** Monthly Recovery Update  
**LONG TERM RECOVERY PLAN:** Yes

**COUNCIL ACTION REQUESTED:**

1. None

**Background:**

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

**Analysis:**

**ECONOMIC DEVELOPMENT**

**CDBG-DR Economic Development**

- The Town of Paradise submitted an application for a Workforce Training Center, located on the Paradise High School campus.
- The project is a partnership between the Town of Paradise, Butte College, PUSD, Valley Contractors Workforce Foundation, and Alliance for Workforce Development.
- At the December meeting, Council gave direction to move forward with the project with an amended scope.
- An RFP was issued for an administrative contractor, a recommendation for award will be brought to Council at the March meeting.
- An item is on the agenda tonight to hire a term employee for the duration of the grant.

**Healthcare**

- The Town of Paradise and Adventist Health Feather River Foundation are working together to create a Strategic Healthcare Recovery Plan to assess current inventory, existing gaps, projections, and a strategic plan for filling the gaps.
- The draft plan was presented to council at the October meeting.
- Based on Council feedback, staff worked with the consultants to provide an updated draft.
- The Healthcare Committee met to review the draft and the next step will be a meeting with medical professionals to review the draft for further input.
- It is anticipated that a draft will come back to Council for review at the March 2026 meeting.

### Utility Box Mural Program

- 6 Utility boxes were wrapped with local artwork on Thursday July 31<sup>st</sup>. The locations are:
  - Skyway/Neal (artist Libby Sofer)
  - Oliver (artist Emily Wycoff)
  - Pearson (artist Jenn Ponci)
  - Elliot (artist Patti Lloyd)
  - Maxwell (artist Shelley Miller)
  - Black Olive (artist Steve Ferchaud)
- Another call to artists was issued in October, with installation expected in Spring 2025.

### Downtown Strategy Phase 3

- Council approved moving forward on Phase 3 of the downtown strategy at the March 2025 meeting.
- The working group has met several times, and has also visited several example sites such as Meriam Park, Mitote Food Park, The Barlow, and Oxbow Market.
- A roundtable discussion with developers was held in November 2025
- The working group met to wrap up the findings from our work.
- Staff is working with UDA on the findings and recommendations.
- A draft plan will come to Council for review in the Spring.

### RECOVERY

#### Community Development Block Grant Disaster Recovery Mitigation Planning Public Services (CDBG DR MIT PPS)

- Long Term Community Recovery Plan Update
  - Council approved selection of UDA to conduct the update and draft the plan.
  - Staff is planning public outreach in coordination with planned General Plan Update work.
- In Home Siren Units
  - The Standard Agreement for funding for additional in-home siren units has been received, this will extend the number of units made available to residents with another 2,800 units available.
  - Residents have begun receiving units from the FEMA funded grant, which are located at Town Hall for pickup.
  - Town staff is advertising more widely now that additional units have been secured.
- Public Services
  - Staff is working with HCD on the application for groups to become subrecipients to do mitigation work in Paradise.
  - Applications are expected to be release in summer 2026.

#### Office of Land Use and Climate Innovation Grant

- Town was awarded \$739,680 through the Extreme Heat and Community Resilience Program
- Funding will be used to create a Climate Resilience Plan which will identify prospective resiliency projects such as
  - Community Evacuation/Cooling/Heating Centers
  - Shade Tree Planting
  - Fuels Reduction Projects
  - Green space projects
- The Town is partnered with RCAC to do public outreach and complete the plan by December 2026.

- Identified projects may be eligible for future implementation funds through the same grant source.
- The partnership agreement has been signed with partners RCAC, Paradise Recreation and Park District, and Campfire Collaborative.
- A Core Project team has been formed which includes the partners listed above in addition to Fire Safe Council, Cal Fire, Chico State, and local tribes.
- The public input process started this month with an online survey, and we will hold public meetings in the coming months.

#### Overall Hazard Mitigation Project Update

Years of efforts are complete on the pre-award work on all our projects. **All projects are fully approved and funded.**

#### Category 4 Tree Removal Program

- Project implementation is complete.
- As of October, approximately 9,000 trees have been removed from 350+ parcels. 7-10 different tree removal crews are working across town in an efficient and effective partnership with property owners, local agencies, tribes, and contractors.
- Final wrap up and closeout is ongoing and a full report on the project will be provided to Council when complete.

#### Emergency Warning System

- All 21 Towers are standing and operational.
- 21 of the 21 Towers are now fully complete.
- All active construction is complete.
- EWS Project has begun the closeout process.
- In-Home Safe Units are now available for pickup at Town Hall for Paradise residents
- The February monthly test will be moved to Wednesday February 18<sup>th</sup> due to the holiday weekend on the 15<sup>th</sup> and the effort to get more Safe Units to residents for this test.

#### Residential Ignition Resistant Retrofit Program

- Project is fully funded and moving forward.
- All properties have been approved by FEMA to move forward to construction
- 65 Properties have selected their contractors and have had their "Notice to Proceed" Letters issued.
- 37 Properties have been fully completed.

#### Hazardous Fuels Reduction Program

- Project is fully funded and moving forward.
- Town staff are working with involved monitoring tribes on a plan and timeline for implementation.

#### Defensible Space Code Enforcement

- The Defensible Space Code Enforcement project was fully approved and obligated in November 2023 by FEMA and CalOES.

- Town Council approved implementation plan in January 2024.
- Grant funded staff have been hired and are in place and working in the community.
- In May a Notice of Intent was submitted to Cal OES to request an additional 3 years of funding for this program.
- Our NOI was accepted and a full application was submitted in September.
- CalOES requested additional information in January 2026 as the grant application continues to move forward.

#### EMERGENCY MANAGEMENT

- CodeRed is experiencing a nation-wide outage. As a result, the County is moving to CodeRAVE for emergency notification services. The Town is working through the process of establishing this service.
- Implementation for VEOCI, our online EOC software, is ongoing.

#### **Financial Impact:**

None.



**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 1(g)**

**ORIGINATED BY:** Nadia Alekseev, Housing Program Manager  
**REVIEWED BY:** Michael O'Brien, Interim Town Manager  
**SUBJECT:** Housing Recovery Update  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. None

**Background:**

This report provides the Town Council with an update of Housing Activities.

**Analysis:**

We have **42.37%** of our pre-disaster housing stock to-date (1,720 surviving units + **3,827 new CofOs [an increase of 49 since last month] to-date = 5,547 habitable dwellings** / 13,091 housing units before the Camp Fire). Our total number of habitable dwellings does not include the number of mobile homes replaced in mobile home parks because those permits are issued by HCD instead of the Building Dept., but mobile homes in parks are included in the total number of pre-fire housing units. An estimate from tax data shows 144 mobile homes in parks, or **5,691 housing units in Paradise**.

**Town of Paradise Owner-Occupied Rehabilitation/Reconstruction Program (\$12.5 million)**

This program helps homeowners rehabilitate or reconstruct their home. The CalHome-Disaster Assistance grant was set to expire at the end of 2025, but the Housing Department was given verbal approval to extend the deadline to finish homes under construction. New applications to rebuild homes lost in the Camp Fire are no longer being accepted because it's not feasible to complete a project before the expiration of the grant. Applications for essential home repairs on existing homes will continue to be accepted, funds for this activity are limited but do not have an expiration deadline.

- **69** homes completed
- **9** homes in construction
- **1** application in process

**Town of Paradise First-Time Homebuyer Program (\$11 million)**

Helping to make homeownership more affordable. **Applicants who were Disaster Affected can qualify under higher income limits, using 120% of Area Median Income (AMI)**. Other funding remains available to assist non-disaster affected households earning no more than 80% AMI.

- **96** households assisted
- **8** applications in process



### **CDBG-DR Multifamily Rental Housing Program (\$84.7 million)**

Affordable rental housing. Seven (7) projects are eligible for funding; a total of 292 units.

- **CHIP project-** scattered site (4 units)
  - Leased up in Spring of 2024
- **Eaglepointe-** 5975 Maxwell Dr (43 units)
  - Leased up in Spring of 2025
- **Mayer Commons-** 1561 Kay Ct (12 units)
  - Construction completed. Units are being actively leased. For leasing information contact RSC Associates Property Management Inc.
- **Northwind Senior-** 6983 Pentz Rd (21 units)
  - Leased up in Fall of 2025
- **Cypress Family-** 1633 Cypress Ln (70 units)
  - Construction completed and Certificates of Occupancy were issued in December. Units are being actively leased. Ribbon cutting is scheduled for April 10<sup>th</sup>, 2026.
- **Clark Rd-** 6480 Clark Rd (72 units)
  - Notice to Proceed was issued by HCD. Loan closing was extended to March of 2026. Construction to begin shortly after.
- **Cypress Senior (phase II)-** 1633 Cypress Ln (70 units)
  - Loan escrow closed on December 9<sup>th</sup> and construction is scheduled to begin in early 2026, weather permitting. Groundbreaking is scheduled for April 10<sup>th</sup>, 2026.

### **CDBG (2024 Annual Allocation=\$47,069; unspent funds=\$140,214.13)**

CDBG entitlement grants are on a 5-year plan cycle called the Consolidated Plan, and this year is the 5<sup>th</sup> year in the current plan. The final draft was submitted to HUD in July and is currently under review. The Town received an “untimely” designation due to an accumulation of funds greater than 1.5x the current year grant allocation. The substantial amendment was submitted and approved by HUD to reallocate \$70,000 to an energy efficiency improvement program to spend this fiscal year. Applications are now available on the housing webpage or can be picked in person at the Housing Department window.

### **HOME Infill New Construction (\$700,000)**

Create affordable housing for first-time homebuyers. The grant award letter was finally received from HCD in April of 2025. Program guidelines are complete and were adopted by Council. Staff is continuing to work-out funding logistics with HCD.

### **Permanent Local Housing Allocation (PLHA) (\$540,905)**

Allocates matching funds to North Valley Housing Trust to administer for affordable housing projects.

- A predevelopment loan of \$400,000 has been made for the Cape Cod multi-family project (\$200,000 of PLHA funds). Construction is expected to begin in early 2026.
- \$75,000 of PLHA funds was loaned to build a small, single-family home, which was finished and sold to a low-income Camp Fire survivor. Housing staff is working with North Valley Housing Trust on another similar project.
- PLHA operates on a 5-year funding cycle similar to CDBG. The NOFA for the next cycle is expected in the first quarter of 2026. PLHA allocates grant funds to CDBG entitlement cities, which the Housing staff will apply for, but will not have to compete with other communities to receive.

### **Financial Impact:**

None.



**TOWN OF PARADISE  
Council Agenda Summary  
Date: February 10, 2026**

**Agenda No. 1(g)**

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

**REVIEWED BY:** Mike O'Brien, Interim Town Manager

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

**COUNCIL ACTION REQUESTED:**

1. None, written monthly update only.

**Background:**

This report continues the Monthly Disaster Recovery Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire. Changes from the prior month's reports are shown in red underline italics.

**Analysis:**

**Road Rehabilitation**

The Town of Paradise is endeavoring to pave nearly every public road mile by the end of 2026. These projects are funded through Camp Fire Recovery Projects and are sequenced behind undergrounding of utilities and water service later replacements.

As of **February 2026**, the following paving progress can be reported:

<u><b>Status</b></u>	<u><b>Miles</b></u>
<u>Completed</u>	<u>72.10</u>
<u>Awarded/In-Progress</u>	<u>17.62</u>
<u>Planned Future</u>	<u>6.48</u>
<u><b>Total</b></u>	<u><b>96.19</b></u>

Paradise Town Council has awarded three contracts for 2025 paving efforts, listed below with brief updates:

- Clark Road (Pearson to Wagstaff) – Knife River Construction - Project is in final punchlist phase.
- On-System Road Rehabilitation – All American Asphalt - Contract work is nearly complete with most work remaining consisting of punchlist or corrective adjustments
- Off-System Road Rehabilitation – DeSilva Gates Construction - Punchlist items of work are underway with final completion expected in spring.

Engineering Division staff has successfully advertised the 2026 On- and Off-System Road Rehabilitation Projects. Council awards for both contracts are being recommended under separate agenda items.

[A map of all paving efforts completed and planned can be found on the Town's website at www.townofparadise.com](http://www.townofparadise.com) by visiting "News and Announcements" from the homepage.

## Capital Project Updates

The Public Works Department, in an effort to provide additional communications on various projects, has launched a new website under its ParadiseWORKS banner. ParadiseWORKS Engineering Resiliency now hosts individual project pages for current information, project descriptions and schedules. The website can be viewed here:

<https://www.townofparadise.com/pwe/page/paradiseworks-engineering-resiliency>

Below is an abbreviated Project List intended to show the current status of each project. More information on each project's scope and schedule can be found at. Typical project progressions and timeframes are as follows:

- (1) Environmental, 6-24 months
- (2) Design, 12 months
- (3) Right of Way, 6-12 months
- (4) Construction, 6-24 months

Project ID	Project Title	Project Phase	Anticipated Construction Completion Year
7303	On-System Road Rehabilitation	Construction	2026
7307	Neal Road Rehabilitation	Design	2028
8404	Camp Fire Hydrant Repairs	Construction	2025
8407	Off-System Road Rehabilitation	Construction	2026
9389	Pentz Pathway Project Phase II	Design	2028
9390	Paradise ATP Gateway Project (Neal Road Class I)	Environmental	2028
9391	Oliver Curve Pathway Phase I (Design Only)	Design	-
9394	Paradise Sewer Project	Design	-
9424	Skyway Link ATP (Bille to Wagstaff)	Environmental	2027
9425	Upper Skyway Widening (Bille to Wagstaff)	Environmental	2027
9426	Skyway/Pentz Intersection Improvements	Environmental	2028
9427	Pentz Road Widening	Environmental	2028
9428	Roe Road Phase 1 (Pentz to S. Libby)	Environmental	2028
9430	Pearson-Hilltop Guard Rail	Complete	2026
9433	Animal Shelter Expansion	Construction	2025
9434	Roe Road Phase 2 (S. Libby to Clark)	Environmental	2028
9438	Private Road Identification Safety Project	Environmental	2028
9439	Storm Drain Resiliency Project Phase 1	Environmental	2028
9440	Storm Drain Resiliency Project Phase 2	Environmental	2028

## Funding Pursuits

Below is a listing of active funding pursuits related to infrastructure recovery and status updates:

Program	Project Title	Amount Requested	Anticipated Award Notification	Notes
US Army Corps of Engineers	Paradise Sewer Project	\$2,000,000 of \$50,000,000 authorization	TBD	Town has started early coordination for 2027 potential appropriations
State Water Board Septic to Sewer CWSRF	Paradise Sewer Project	\$27,000,000	TBD	Work to revise the project application package is resuming with new project direction selected.
Active Transportation Project Cycle 8	Oliver Curve Pathway	\$13,000,000	TBD	Program guidelines being developed by CTC, anticipate call for projects mid-2026.



**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda No. 1(h)**

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

**REVIEWED BY:** Mike O'Brien, Interim Town Manager

**SUBJECT:** Paradise Sewer Project Update

**COUNCIL ACTION REQUESTED:**

1. None, written monthly update only.

**Background:**

This report is a monthly effort to provide additional opportunity for public engagement on the status and next steps of the Paradise Sewer Project.

**Analysis:**

Since its incorporation in 1979, the Town of Paradise has sought a centralized wastewater system to address failing septic systems that impact public health, groundwater quality, and economic development. The need for sewer service became even more urgent following the 2018 Camp Fire, when the lack of modern wastewater infrastructure emerged as a major barrier to rebuilding businesses, housing, and community resiliency.

In 2022, the Town secured \$30 million in CDBG-DR funds to begin pre-construction work, including environmental review, design, and permitting. To provide technical expertise, HDR was retained as Owner's Agent, and a progressive design-build team was selected to develop a Basis of Design Report. That effort confirmed that a locally managed, phased sewer project was necessary to achieve both affordability and long-term community needs.

In January 2025, the Town Council formed a Sewer Project Ad Hoc Committee to evaluate local treatment and collection alternatives, with strong emphasis on public engagement and cost feasibility. The Committee, working alongside staff, HDR, and the Paradise Irrigation District, conducted community meetings, stakeholder workshops, site tours of other wastewater systems, and a technical alternatives analysis.

In August 2025, the Town Council unanimously voted to concur with the Paradise Sewer Project Ad Hoc Committee's recommendation to direct a revised project description to include hybrid gravity/low pressure collection system, aerated lagoon wastewater treatment, and percolation/evaporation pond effluent discharge.

**Main Accomplishments**

- Internal Town staff review of Categorical Exemption for subsurface investigations.
- Execute professional services agreement with Carollo for Collection System and WWTF design.
- Execute task order amendments with HDR for Environmental Services and Owner's Agent design phase support.

- Complete task order scope and fee negotiations with Carollo for Collection System and WWTF design services.
- Participated in grant funding update meetings with USACE and DFA.
- Initiate AB52 Tribal consultations.
- Ongoing preparation of Administrative Draft SEIR.

#### **Key Activities (One Month Look-Ahead)**

- Execute task order agreements with Carollo for Collection System and WWTF design services.
- Initiate preliminary design of Collection System and WWTF.
- Town Council adoption of Categorical Exemption for subsurface investigations.
- Initiate right of entry agreements for WWTF property subsurface investigations.
- Internal Town staff review of Administrative Draft Subsequent EIR.
- Initiate development of Public Draft Subsequent EIR.
- Ongoing AB52 Tribal consultations.





**MINUTES  
PARADISE TOWN COUNCIL  
SPECIAL MEETING – 5:30 PM – January 13, 2026**

**1. OPENING**

The Special meeting of the Paradise Town Council was called to order by Mayor Crowder at 5:30 p.m. in the Council Chambers located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

**COUNCIL MEMBERS PRESENT:** Greg Bolin, Steve “Woody” Culleton, Heidi Lange, Ronald Lassonde, and Steve Crowder, Mayor.

**COUNCIL MEMBERS ABSENT:** None

**STAFF PRESENT:** Interim Town Manager Michael O’Brien, Town Attorney Scott E. Huber, Town Clerk/Elections Official Melanie Elvis, Assistant Town Manager Marc Mattox, and Information Systems Director Luis Marquez.

At 5:31 p.m. Mayor Crowder announced that the Town Council would adjourn to Closed Session for the following items:

**2. CLOSED SESSION**

- 2a. REAL PROPERTY. Pursuant to Gov. Code section 54956.8 the Council will meet with Real Property Negotiators, Town Manager and Town Attorney, regarding the following properties: APN 054-220-010, 050-052-052, 050-052-095, 050-052-035, 053-272-088, 054-210-085, 054-210-062, 050-052-063 054-220-077, 054-210-103, 050-052-065, 050-082-105, 050-082-104, 053-272-045, 053-240-046, 053-260-104, 053-250-009, 053-260-099, 050-082-023, 053-272-095, 053-250-008, 054-210-015, 054-210-016, 054-220-057, 053-272-059, 053-260-081, 053-260-027, 053-250-007. The negotiators for the property owner(s) are unknown at this time.
- 2b. EXISTING LITIGATION. Pursuant to Gov. Code section 54956.9(a), the Town Council will meet with the Town Manager and Town Attorney regarding existing litigation which has been initiated formally and to which the Town is a party: *Carol Sue Taylor v. Town of Paradise, et al.* Butte County Superior Court Case Number 25CV00208. (520-20-201)

After reconvening from Closed Session at 6:00 p.m., Mayor Crowder announced regarding item 2a: direction was given, no reportable action was taken.

Town Attorney Scott E. Huber announced the following action regarding item 2b: a motion was made by Council Member Bolin and seconded by Council Member Lassonde, to deny the application to submit a late claim. Roll call vote was unanimous in the affirmative to deny the application.

### 3. ADJOURNMENT

Mayor Crowder adjourned the Council meeting at 6:01 p.m.

By:

Attest:

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Steve Crowder, Mayor

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Melanie Elvis, Town Clerk



## TOWN COUNCIL Meeting Minutes

6:00 PM – January 13, 2026

### 1. OPENING

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

Mayor Crowder asked the Chambers to observe a moment of silence in remembrance of Congressman Doug LaMalfa.

**COUNCIL MEMBERS PRESENT:** Greg Bolin, Steve “Woody” Culleton, Heidi Lange, Ronald Lassonde and Steve Crowder, Mayor

**COUNCIL MEMBERS ABSENT:** None

**STAFF PRESENT:** Interim Town Manager Michael O’Brien, Town Attorney Scott E. Huber, Town Clerk/Elections Official Melanie Elvis, Community Development Director Susan Hartman, Community Development Director Tony Lindsey, Assistant Town Manager Marc Mattox, Recovery and Economic Development Director Colette Curtis, Finance Director Aimee Beleu, Project Manager Brian Solecki, Police Chief Eric Reinbold Fire Chief Jason Finney, and Information Systems Director Luis Marquez.

- 1a. Camp Fire Recovery Updates - Written reports were included in the agenda packet: Colette Curtis, Recovery and Economic Development Director - recovery projects, advocacy, economic recovery and development, communications, emergency operations and Housing updates; and Marc Mattox, Assistant Town Manager -infrastructure and sewer updates. (110-60-062)
- 1b. Assistant Town Manager Marc Mattox provided an update on the Paradise Sewer Project. (960-70-009)
- 1c. Meeder Investment's Jim McCourt presented the quarterly investment report. (360-30-006)

Mayor Crowder read the following announcement regarding item 6e. Item 6(e) related to the consideration of the Corrective Action Plan will be pulled from the agenda this evening and will come back at the next Council Meeting. The Council will receive some additional information that will help them review and assess the Corrective Action Plan so that the Council Members will have all the relevant facts in front of them to make a determination

on this item. As such, this item will be pulled from the agenda, and no action will be taken tonight on this matter. We want to ensure this item is handled as thoughtfully and thoroughly as possible. This item will return at the February Council Meeting scheduled for February 10th.

## **2. CONSENT CALENDAR**

**MOTION by Culleton, seconded by Bolin**, approved consent calendar items 2a and 2b. Roll call vote was unanimous.

- 2a. Approved minutes of the December 9, 2025 Special and Regular Town Council meetings.
- 2b. Approved December 2025 Cash Disbursements in the amount of \$10,189,845.38. (310-10-035)

## **3. ITEMS REMOVED FROM CONSENT CALENDAR - None**

## **4. PUBLIC COMMUNICATION**

- 1. Earl Adams asked how he could get a replacement street sign after it was knocked down by PG&E undergrounding efforts.

## **5. PUBLIC HEARINGS**

- 5a. Recovery & Economic Development Director Colette Curtis provided an overview of the 2026-2027 Annual Action Plan.

Mayor Crowder opened the public hearing at 6:40 p.m.

There were no public comments.

Mayor Crowder closed the public hearing at 6:40 p.m.

Council conducted the duly noticed and published public hearing to solicit comments and/or suggestions regarding the 2026-2027 Annual Action Plan funding priorities. (710-10-111)

## **6. COUNCIL CONSIDERATION**

- 6a. Assistant Town Manager Marc Mattox provided an overview of proposed Community Development Block Grant Disaster Recovery – Infrastructure Action Plan Amendment 4.

**MOTION by Culleton, seconded by Lassonde**, 1. Provided direction to assign the conditional CDBG-DR allocation of \$13.5M to the Paradise Sewer Project; and, 2. Approved the Paradise Community Development Block Grant Disaster Recovery – Infrastructure Action Plan Amendment 4; and, 3. Adopted Resolution 2026-01 “A Resolution of the Town Council of the Town of Paradise Canceling the Evacuation Route Permanent Changeable Message Sign Project Standard Agreement and Redirecting

Allocated Funds to Storm Drain Resiliency Project Phase 1". Roll call vote was unanimous. (710-10-099)

- 6b. Assistant Town Manager Marc Mattox provided an overview of the proposed Professional Services Agreement with Carollo Engineers to complete design of the Paradise Sewer Project Collection System.

**MOTION by Bolin, seconded by Lange** 1. Concurred with staff's recommendation to accept the amended and re-stated (formerly PDB contract) Professional Services Agreement with Carollo Engineers to complete design of the Paradise Sewer Project Collection System with a not to exceed amount of \$4.5M; and, 2. Delegated authority to the Town Manager to approve individual task orders under the new Professional Services Agreement so long as they stay under authorized NTE; and, 3. Adopted Resolution No. 2026-02 "A Resolution of the Town Council of the Town of Paradise to Concur with the Paradise Sewer Project Ad Hoc Committee's Recommendation to Keep Carollo Engineers as the Designer for the Phase One Reduced Collection System and Enter into a Contract with them for the Remaining Design Work Related to this Scope of Work." Roll call vote was unanimous. (510-20-490) (960-70-009)

- 6c. Assistant Town Manager Marc Mattox provided an overview of the proposed increase to HDR's Master Services Agreement for Owner's Agent services through the start of construction of the Paradise Sewer Project.

**MOTION by Lange, seconded by Culleton** 1. Concurred with staff's recommendation to increase the overall amount of the HDR Master Services Agreement from \$5M to \$9.5M for Owner's Agent services through the start of construction of the Paradise Sewer Project and extend the expiration date of the MSA to December 31, 2029; and, 2. Delegated authority to the Town Manager to approve individual task orders under the Master Services Agreement as long as they stay under the total dollar amount of the MSA and with concurrence of the Paradise Sewer Project Ad Hoc Committee; and, 3. Adopted Resolution No. 2026-03 "A Resolution of the Town Council of the Town of Paradise to Concur with the Paradise Sewer Project Ad Hoc Committee's Recommendation to Approve an Amendment to the Existing Master Services Agreement with HDR that Includes a \$4.5M Increase to the Existing Not-To-Exceed Amount and a Time Extension to December 31, 2029." Roll call vote was unanimous. (510-20-382) (960-70-009)

- 6d. Assistant Town Manager Marc Mattox provided an overview of the proposed Agreement for Professional Services with Arbor Pros for the Hazardous Fuels Reduction project.

**MOTION by Culleton, seconded by Lassonde** 1. Concurred with staff's recommendation to select Arbor Pros to enter into a one (1) year agreement with up to two (2) one (1) year extensions not to exceed three years to provide vegetation management and hazardous fuels reduction services

within the Town of Paradise right-of-way; and, 2. Directed staff to enter negotiations with Arbor Pros to reach and execute a funding-compliant agreement approved and executed by the Town Manager and Town Attorney; and, 3. Adopted Resolution 2026-04 "A Resolution of the Town Council of the Town of Paradise, Designating Authority to the Paradise Town Manager To Execute The Agreement for Professional Services and Individual Task Orders Under the Resultant Master Agreement for RFQ 7315 Hazardous Fuels Reduction Services, up to the Maximum Contract Aggregate Amount of \$1.219M." Roll call vote was unanimous. (510-20-492) (440-60-022)

6e. ITEM 6E WAS REMOVED FROM THE AGENDA.

Council Member Lange recused herself from the dais relating to item 6f for any perceived conflict of interest.

6f. Community Development Director Susan Hartman provided an overview of proposed Ordinance No. 653 relating to backyard chicken and rabbit keeping.

Council Member Lassonde made a motion to increase the set back requirement from neighboring dwellings from 50' to 75'. There was no second and the motion failed.

**MOTION by Culleton, seconded by Bolin** 1. Waived the second reading of the entire Town Ordinance No. 653 and approved reading by title only; and, 2. Adopted Town Ordinance No. 653, "An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 of the Paradise Municipal Code Relative to the Keeping of Backyard Chickens and Rabbits". AYES: Bolin, Culleton, Crowder; NOES: Lassonde; ABSENT: Lange; ABSTAIN: None (540-16-222) MOTION PASSES.

6g. Recovery & Economic Development Director Colette Curtis provided an overview of the proposed (RFP) to procure a contract with a compliance consultant to support project partners and the updated MOU with the Workforce Development project partners.

**MOTION by Bolin, seconded by Lassonde** 1. Approved a Request for Proposals (RFP) to procure a contract with a compliance consultant to support project partners with compliance and reimbursement requirements of Department of Housing and Community Development (HCD) grant program; and, 2. Approved the amended MOU with the Workforce Development project partners, as presented. Roll call vote was unanimous. (710-10-104) (510-20-450)

6h. Recovery & Economic Development Director Colette Curtis provided an overview of the Utility Box Mural Project.



Council provided direction to staff to donate the original art from Phase 1 of the Utility Box Mural Project to the Paradise Art Center. All Council concurred. (1020-10-003)

- 6i. Finance Director Aimee Beleu provided an overview of the Unexpended Development Impact Fees report.

**MOTION by Boin, seconded by Culleton**, Adopted Resolution No. 2026-05, "A Resolution of the Town Council of the Town of Paradise, California, Reporting Unexpended Development Impact Fees in Accordance with Government Code Section 66006." Roll call vote was unanimous. (740-10-013)

- 6j. Finance Director Aimee Beleu provided an overview of the Fiscal Year 2023/24 Financial Statement Audit Report.

**MOTION by Bolin, seconded by Culleton**, approved filing the Fiscal Year 2023/24 Financial Statement Audit Report, as submitted. Roll call vote was unanimous. (385-10-044)

## 7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items – None

- 7b. Council reports on committee representation:

Council Member Bolin attended the monthly LAFCo meeting and the Solid Waste Committee meeting.

Council Member Lange attended the Butte County Fire Safe Council board meeting and annual summit, and Paradise Sewer Ad Hoc committee meetings.

Council Member Lassonde attended a Town Manager recruitment meeting.

Council Member Culleton attended the Solid Waste Committee meeting and the TOP/PRPD Liaison Committee meeting.

Mayor Crowder attended the Butte County Fire Safe Council annual summit, Paradise Sewer Ad Hoc committee meetings and participated in several news interviews regarding wildfire.

- 7c. Future Agenda Items:

1. Discuss consolidating local committees as well as assigning a chair to provide direction and momentum. (LANGE)
2. Rename the Town Council Chambers the "Doug LaMalfa Council Chambers" (CROWDER)

## **8. STAFF COMMUNICATION**

- 8a. Interim Town Manager Michael O'Brien complimented staff on their hard work.

## **9. CLOSED SESSION - None**

## **10. ADJOURNMENT**

Mayor Crowder adjourned the meeting at 8:08 p.m.

Date approved:

By:

Attest:

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Steve Crowder, Mayor

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Melanie Elvis, Town Clerk

# TOWN OF PARADISE

## CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF  
**January 1, 2026 - January 31, 2026**



**CASH DISBURSEMENTS REPORT**  
**January 1, 2026 - January 31, 2026**

Check Date	Pay Period End	Description	Amount	Total
1/2/2026	12/28/2025	Net Payroll - Direct Deposits and Checks	\$ 275,716.60	
1/16/2026	1/11/2026	Net Payroll - Direct Deposits and Checks	\$ 278,876.58	
1/30/2026	1/25/2026	Net Payroll - Direct Deposits and Checks	\$ 269,327.63	
1/30/2026	1/30/2026	POA Audit	<u>\$ 30,964.77</u>	<u>\$ 854,885.58</u>

Accounts Payable

Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	\$ 504,618.15	
Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>\$5,156,821.84</u>	
TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>\$ 5,661,439.99</u>
GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 6,516,325.57</u></u>

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

APPROVED BY: \_\_\_\_\_  
Michael O'Brien - Interim Town Manager

TOWN OF PARADISE

# Payment Register

From Payment Date: 1/1/2026 - To Payment Date: 1/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP TCB - General Checking									
<u>Check</u>									
90756	01/06/2026	Reconciled		01/14/2026	Accounts Payable	ICMA 457 - MissionSquare	\$3,433.22	\$3,433.22	\$0.00
90757	01/06/2026	Reconciled		01/12/2026	Accounts Payable	STATE DISBURSEMENT UNIT	\$656.29	\$656.29	\$0.00
90758	01/07/2026	Reconciled		01/12/2026	Accounts Payable	AIRGAS SAFETY, INC.	\$50.05	\$50.05	\$0.00
90759	01/07/2026	Reconciled		01/16/2026	Accounts Payable	ALHAMBRA	\$24.98	\$24.98	\$0.00
90760	01/07/2026	Reconciled		01/07/2026	Accounts Payable	Anaya, Andrew	\$494.50	\$494.50	\$0.00
90761	01/07/2026	Reconciled		01/12/2026	Accounts Payable	AT&T	\$87.46	\$87.46	\$0.00
90762	01/07/2026	Reconciled		01/20/2026	Accounts Payable	Bidwell Truck & Auto	\$1,830.94	\$1,830.94	\$0.00
90763	01/07/2026	Reconciled		01/09/2026	Accounts Payable	Brianna Ray	\$107.03	\$107.03	\$0.00
90764	01/07/2026	Reconciled		01/14/2026	Accounts Payable	Bureau Veritas North America, Inc	\$45,425.03	\$45,425.03	\$0.00
90765	01/07/2026	Reconciled		01/21/2026	Accounts Payable	BUTTE REGIONAL TRANSIT	\$150.25	\$150.25	\$0.00
90766	01/07/2026	Reconciled		01/13/2026	Accounts Payable	Calif Dept of Tax and Fee Administration	\$43.54	\$43.54	\$0.00
90767	01/07/2026	Reconciled		01/16/2026	Accounts Payable	CHICO POWER EQUIPMENT	\$56.98	\$56.98	\$0.00
90768	01/07/2026	Reconciled		01/14/2026	Accounts Payable	Code 3 Technologies	\$4,321.85	\$4,321.85	\$0.00
90769	01/07/2026	Reconciled		01/13/2026	Accounts Payable	Cole Huber LLP	\$40,541.60	\$40,541.60	\$0.00
90770	01/07/2026	Voided	Training Cancelled	01/27/2026	Accounts Payable	Cooper, Andrew	\$68.00		
90771	01/07/2026	Reconciled		01/12/2026	Accounts Payable	Crossfire Tree & Vegetation Services	\$5,900.00	\$5,900.00	\$0.00
90772	01/07/2026	Reconciled		01/20/2026	Accounts Payable	De Lage Landen Public Finance LLC	\$781.25	\$781.25	\$0.00
90773	01/07/2026	Reconciled		01/14/2026	Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$1,254,126.22	\$1,254,126.22	\$0.00
90774	01/07/2026	Reconciled		01/27/2026	Accounts Payable	Emblem Enterprises, Inc.	\$1,250.19	\$1,250.19	\$0.00
90775	01/07/2026	Reconciled		01/13/2026	Accounts Payable	Fastrak Bay Area Toll Authority	\$8.00	\$8.00	\$0.00
90776	01/07/2026	Reconciled		01/13/2026	Accounts Payable	FOOTHILL MILL & LUMBER	\$41.92	\$41.92	\$0.00
90777	01/07/2026	Reconciled		01/13/2026	Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$145.80	\$145.80	\$0.00
90778	01/07/2026	Reconciled		01/13/2026	Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$275.52	\$275.52	\$0.00
90779	01/07/2026	Reconciled		01/14/2026	Accounts Payable	GREAT AMERICA LEASING CORP.	\$304.52	\$304.52	\$0.00
90780	01/07/2026	Reconciled		01/12/2026	Accounts Payable	GREEN RIDGE LANDSCAPING	\$8,149.97	\$8,149.97	\$0.00
90781	01/07/2026	Reconciled		01/20/2026	Accounts Payable	Hawkins Delafield & Wood LLP	\$40,875.00	\$40,875.00	\$0.00
90782	01/07/2026	Reconciled		01/13/2026	Accounts Payable	HDR Engineering, Inc	\$127,003.65	\$127,003.65	\$0.00
90783	01/07/2026	Reconciled		01/21/2026	Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$2,042.51	\$2,042.51	\$0.00
90784	01/07/2026	Reconciled		01/15/2026	Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$3.15	\$3.15	\$0.00
90785	01/07/2026	Reconciled		01/13/2026	Accounts Payable	INTERSTATE OIL COMPANY	\$383.71	\$383.71	\$0.00
90786	01/07/2026	Reconciled		01/12/2026	Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$380.25	\$380.25	\$0.00
90787	01/07/2026	Reconciled		01/16/2026	Accounts Payable	KEN'S PARADISE HITCH & WELDING	\$965.70	\$965.70	\$0.00
90788	01/07/2026	Reconciled		01/12/2026	Accounts Payable	L.N. CURTIS & SONS	\$3,276.15	\$3,276.15	\$0.00
90789	01/07/2026	Reconciled		01/15/2026	Accounts Payable	LEAF Capital Funding LLC	\$143.55	\$143.55	\$0.00
90790	01/07/2026	Reconciled		01/13/2026	Accounts Payable	LIFE ASSIST INC	\$519.20	\$519.20	\$0.00
90791	01/07/2026	Reconciled		01/16/2026	Accounts Payable	MID VALLEY TITLE & ESCROW	\$581.20	\$581.20	\$0.00
90792	01/07/2026	Reconciled		01/13/2026	Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00	\$100,000.00	\$0.00
90793	01/07/2026	Open			Accounts Payable	NAPA Auto Parts	\$102.05		
90794	01/07/2026	Reconciled		01/13/2026	Accounts Payable	NEWMAN TRAFFIC SIGNS	\$914.00	\$914.00	\$0.00
90795	01/07/2026	Reconciled		01/15/2026	Accounts Payable	Nichols-Melburg + Rossetto, AIA + Associates Inc	\$1,800.00	\$1,800.00	\$0.00

# Payment Register

From Payment Date: 1/1/2026 - To Payment Date: 1/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90796	01/07/2026	Reconciled		01/14/2026	Accounts Payable	North State Tire Co. Inc.	\$287.33	\$287.33	\$0.00
90797	01/07/2026	Reconciled		01/13/2026	Accounts Payable	NORTHGATE PETROLEUM CO	\$5,287.51	\$5,287.51	\$0.00
90798	01/07/2026	Reconciled		01/14/2026	Accounts Payable	O'REILLY AUTO PARTS	\$1,037.97	\$1,037.97	\$0.00
90799	01/07/2026	Reconciled		01/09/2026	Accounts Payable	Oakley, Matthew, Matthew, Oakley	\$494.50	\$494.50	\$0.00
90800	01/07/2026	Reconciled		01/16/2026	Accounts Payable	OFFICE DEPOT ACCT#36233169	\$126.06	\$126.06	\$0.00
90801	01/07/2026	Reconciled		01/08/2026	Accounts Payable	PARADISE IRRIGATION DIST	\$2,206.65	\$2,206.65	\$0.00
90802	01/07/2026	Reconciled		01/20/2026	Accounts Payable	PARADISE POST	\$243.88	\$243.88	\$0.00
90803	01/07/2026	Reconciled		01/14/2026	Accounts Payable	RENTAL GUYS - CHICO	\$488.66	\$488.66	\$0.00
90804	01/07/2026	Reconciled		01/15/2026	Accounts Payable	Robinson, Lisa	\$949.52	\$949.52	\$0.00
90805	01/07/2026	Reconciled		01/13/2026	Accounts Payable	Spherion Staffing	\$6,843.70	\$6,843.70	\$0.00
90806	01/07/2026	Reconciled		01/12/2026	Accounts Payable	Tahoe Pure Water Co.	\$143.70	\$143.70	\$0.00
90807	01/07/2026	Reconciled		01/13/2026	Accounts Payable	THOMAS ACE HARDWARE	\$24.38	\$24.38	\$0.00
90808	01/07/2026	Reconciled		01/13/2026	Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$172.84	\$172.84	\$0.00
90809	01/07/2026	Reconciled		01/13/2026	Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$36.28	\$36.28	\$0.00
90810	01/07/2026	Reconciled		01/13/2026	Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$4.49	\$4.49	\$0.00
90811	01/07/2026	Reconciled		01/16/2026	Accounts Payable	THRIFTY ROOTER	\$230.93	\$230.93	\$0.00
90812	01/07/2026	Reconciled		01/12/2026	Accounts Payable	Tri Counties Bank	\$450.45	\$450.45	\$0.00
90813	01/07/2026	Reconciled		01/14/2026	Accounts Payable	Tri Flame Propane	\$481.82	\$481.82	\$0.00
90814	01/07/2026	Reconciled		01/13/2026	Accounts Payable	TUCKER PEST CONTROL INC	\$95.00	\$95.00	\$0.00
90815	01/07/2026	Reconciled		01/15/2026	Accounts Payable	Utility Associates, Inc.	\$6,342.30	\$6,342.30	\$0.00
90816	01/07/2026	Reconciled		01/22/2026	Accounts Payable	Axia Solar Corp	\$203.52	\$203.52	\$0.00
90817	01/07/2026	Reconciled		01/13/2026	Accounts Payable	Dan and April Hines	\$1,185.28	\$1,185.28	\$0.00
90818	01/07/2026	Open			Accounts Payable	Deppe, Adam	\$137.80		
90819	01/07/2026	Reconciled		01/14/2026	Accounts Payable	Gonzales , Steve	\$161.03	\$161.03	\$0.00
90820	01/07/2026	Open			Accounts Payable	Hopper, Patricia	\$15.00		
90821	01/07/2026	Open			Accounts Payable	All-American Construction, Inc.	\$882,817.75		
90822	01/09/2026	Reconciled		01/20/2026	Accounts Payable	Aflac	\$57.98	\$57.98	\$0.00
90823	01/09/2026	Reconciled		01/27/2026	Accounts Payable	Met Life	\$14,178.19	\$14,178.19	\$0.00
90824	01/09/2026	Reconciled		01/20/2026	Accounts Payable	OPERATING ENGINEERS	\$1,440.00	\$1,440.00	\$0.00
90825	01/09/2026	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,643.16		
90826	01/09/2026	Reconciled		01/26/2026	Accounts Payable	SUN LIFE INSURANCE	\$8,536.75	\$8,536.75	\$0.00
90827	01/09/2026	Open			Accounts Payable	SUPERIOR VISION SVC INC	\$965.26		
90828	01/09/2026	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$120.00		
90829	01/20/2026	Open			Accounts Payable	ICMA 457 - MissionSquare	\$3,420.27		
90830	01/20/2026	Reconciled		01/27/2026	Accounts Payable	STATE DISBURSEMENT UNIT	\$656.29	\$656.29	\$0.00
90831	01/22/2026	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$371.21		
90832	01/22/2026	Reconciled		01/27/2026	Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$6.07	\$6.07	\$0.00
90833	01/22/2026	Reconciled		01/27/2026	Accounts Payable	AIRGAS SAFETY, INC.	\$933.80	\$933.80	\$0.00
90834	01/22/2026	Open			Accounts Payable	ALL STAR TOWING	\$1,473.00		
90835	01/22/2026	Open			Accounts Payable	Alvies, Sheris	\$262.86		
90836	01/22/2026	Open			Accounts Payable	AT&T	\$59,867.18		
90837	01/22/2026	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$135.94		
90838	01/22/2026	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$271.87		
90839	01/22/2026	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$102.81		



# Payment Register

From Payment Date: 1/1/2026 - To Payment Date: 1/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90840	01/22/2026	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$768.62		
90841	01/22/2026	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$196.86		
90842	01/22/2026	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$30.32		
90843	01/22/2026	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$30.37		
90844	01/22/2026	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$3,366.48		
90845	01/22/2026	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,056.72		
90846	01/22/2026	Open			Accounts Payable	Baccala, Lauren	\$187.00		
90847	01/22/2026	Reconciled		01/26/2026	Accounts Payable	Bear Electrical Systems, Inc	\$10,520.00	\$10,520.00	\$0.00
90848	01/22/2026	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$114.89		
90849	01/22/2026	Open			Accounts Payable	BOYS AND GIRLS CLUB	\$110.00		
90850	01/22/2026	Open			Accounts Payable	BPR Consulting Group	\$38,168.00		
90851	01/22/2026	Open			Accounts Payable	BUTTE CO RECORDER	\$322.00		
90852	01/22/2026	Open			Accounts Payable	Butte County Construction Inc	\$30,800.00		
90853	01/22/2026	Open			Accounts Payable	Butte County Construction Inc	\$17,250.00		
90854	01/22/2026	Open			Accounts Payable	Butte County Construction Inc	\$11,800.00		
90855	01/22/2026	Reconciled		01/27/2026	Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$617.00	\$617.00	\$0.00
90856	01/22/2026	Reconciled		01/27/2026	Accounts Payable	Chico State Enterprises	\$7,875.00	\$7,875.00	\$0.00
90857	01/22/2026	Reconciled		01/26/2026	Accounts Payable	Cleanrite, Inc	\$1,914.63	\$1,914.63	\$0.00
90858	01/22/2026	Open			Accounts Payable	Coastland	\$17,361.12		
90859	01/22/2026	Open			Accounts Payable	CONTINENTAL BATTERY COMPANY	\$1,026.32		
90860	01/22/2026	Open			Accounts Payable	Crossfire Tree & Vegetation Services	\$2,771.55		
90861	01/22/2026	Reconciled		01/26/2026	Accounts Payable	Desilva Gates Construction LLC	\$262,104.99	\$262,104.99	\$0.00
90862	01/22/2026	Open			Accounts Payable	Elam IT, Jon, Elam	\$2,027.91		
90863	01/22/2026	Reconciled		01/27/2026	Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$470.00	\$470.00	\$0.00
90864	01/22/2026	Open			Accounts Payable	Enterprise Rancheria Estom Yumeka Maidu Tribe	\$43,443.75		
90865	01/22/2026	Open			Accounts Payable	Free Style Embroidery	\$288.38		
90866	01/22/2026	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$450.00		
90867	01/22/2026	Open			Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$2,100.00		
90868	01/22/2026	Open			Accounts Payable	Howe Construction Tiger	\$34,675.00		
90869	01/22/2026	Reconciled		01/27/2026	Accounts Payable	INTERSTATE SALES	\$975.98	\$975.98	\$0.00
90870	01/22/2026	Open			Accounts Payable	Jennifer Arbuckle	\$3,750.00		
90871	01/22/2026	Open			Accounts Payable	Kimball Midwest	\$426.95		
90872	01/22/2026	Reconciled		01/26/2026	Accounts Payable	KNIFE RIVER CONSTRUCTION	\$421.53	\$421.53	\$0.00
90873	01/22/2026	Reconciled		01/26/2026	Accounts Payable	KNIFE RIVER CONSTRUCTION	\$1,001,793.57	\$1,001,793.57	\$0.00
90874	01/22/2026	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$1,200.00		
90875	01/22/2026	Open			Accounts Payable	Kozak, Ginny	\$187.00		
90876	01/22/2026	Open			Accounts Payable	KP Research Services, Inc.	\$1,250.00		
90877	01/22/2026	Open			Accounts Payable	L.N. CURTIS & SONS	\$2,211.08		
90878	01/22/2026	Open			Accounts Payable	LEAF Capital Funding LLC	\$274.05		
90879	01/22/2026	Open			Accounts Payable	Martin Construction	\$57,513.75		
90880	01/22/2026	Reconciled		01/22/2026	Accounts Payable	MATTHEW'S ROOFING	\$22,698.00	\$22,698.00	\$0.00
90881	01/22/2026	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$1,200.00		
90882	01/22/2026	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$90,240.00		
90883	01/22/2026	Reconciled		01/22/2026	Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00	\$100,000.00	\$0.00
90884	01/22/2026	Open			Accounts Payable	MIKE GOGGIA TREE SERVICE	\$1,111.11		

# Payment Register

From Payment Date: 1/1/2026 - To Payment Date: 1/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90885	01/22/2026	Reconciled		01/26/2026	Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$79.98	\$79.98	\$0.00
90886	01/22/2026	Reconciled		01/27/2026	Accounts Payable	NCCSIF TREASURER	\$33,289.75	\$33,289.75	\$0.00
90887	01/22/2026	Reconciled		01/26/2026	Accounts Payable	Norcal Food Equipment, Inc	\$222.50	\$222.50	\$0.00
90888	01/22/2026	Open			Accounts Payable	North State Construction	\$8,250.00		
90889	01/22/2026	Reconciled		01/26/2026	Accounts Payable	North State Tire Co. Inc.	\$154.00	\$154.00	\$0.00
90890	01/22/2026	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$3,375.97		
90891	01/22/2026	Reconciled		01/26/2026	Accounts Payable	NORTHGATE PETROLEUM CO	\$7,731.63	\$7,731.63	\$0.00
90892	01/22/2026	Reconciled		01/27/2026	Accounts Payable	NORTHSTAR	\$2,210.00	\$2,210.00	\$0.00
90893	01/22/2026	Reconciled		01/27/2026	Accounts Payable	O'REILLY AUTO PARTS	\$116.60	\$116.60	\$0.00
90894	01/22/2026	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$225.21		
90895	01/22/2026	Open			Accounts Payable	Pace Systems, Inc.	\$2,909.25		
90896	01/22/2026	Reconciled		01/27/2026	Accounts Payable	PARADISE IRRIGATION DIST	\$74.52	\$74.52	\$0.00
90897	01/22/2026	Open			Accounts Payable	PARADISE POST	\$758.39		
90898	01/22/2026	Open			Accounts Payable	Peters, Habib, McKenna, Juhl- Rhodes & Cardoza, LLP	\$118.00		
90899	01/22/2026	Reconciled		01/27/2026	Accounts Payable	PlaceWorks Inc	\$92,816.18	\$92,816.18	\$0.00
90900	01/22/2026	Reconciled		01/22/2026	Accounts Payable	Ridge Builders LLC	\$39,365.93	\$39,365.93	\$0.00
90901	01/22/2026	Reconciled		01/27/2026	Accounts Payable	Shelby's Pest Control, Inc.	\$110.00	\$110.00	\$0.00
90902	01/22/2026	Open			Accounts Payable	Sigler Pest Control	\$50.00		
90903	01/22/2026	Open			Accounts Payable	Spherion Staffing	\$3,417.81		
90904	01/22/2026	Open			Accounts Payable	STERICYCLE, INC.	\$569.75		
90905	01/22/2026	Open			Accounts Payable	Stratti	\$4,267.00		
90906	01/22/2026	Open			Accounts Payable	SUN RIDGE SYSTEMS, INC.	\$29,337.00		
90907	01/22/2026	Open			Accounts Payable	Sure-Close INC	\$6,960.00		
90908	01/22/2026	Reconciled		01/26/2026	Accounts Payable	T and S DVBE Inc.	\$555.90	\$555.90	\$0.00
90909	01/22/2026	Reconciled		01/26/2026	Accounts Payable	Tahoe Pure Water Co.	\$174.90	\$174.90	\$0.00
90910	01/22/2026	Open			Accounts Payable	The Ferguson Group	\$5,000.00		
90911	01/22/2026	Open			Accounts Payable	The Pape' Group INC	\$325.49		
90912	01/22/2026	Open			Accounts Payable	THOMAS ACE HARDWARE	\$70.21		
90913	01/22/2026	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$345.48		
90914	01/22/2026	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$6.82		
90915	01/22/2026	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$4.87		
90916	01/22/2026	Open			Accounts Payable	Top Notch Commercial Cleaning Inc.	\$3,800.00		
90917	01/22/2026	Open			Accounts Payable	TransUnion Risk and Alternative Data Solutions Inc	\$345.00		
90918	01/22/2026	Voided	Printer Error	01/22/2026	Accounts Payable	Tri Counties Bank	\$21,561.40		
90919	01/22/2026	Open			Accounts Payable	Tri Flame Propane	\$476.06		
90920	01/22/2026	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$585.00		
90921	01/22/2026	Open			Accounts Payable	UNICO Engineering, Inc.	\$433,980.40		
90922	01/22/2026	Open			Accounts Payable	Urban Design Associates. LTD	\$1,118.00		
90923	01/22/2026	Open			Accounts Payable	Utility Associates, Inc.	\$5,141.60		
90924	01/22/2026	Open			Accounts Payable	Voiance Language Services, LLC	\$20.01		
90925	01/22/2026	Open			Accounts Payable	Voltage Specialists	\$800.00		
90926	01/22/2026	Open			Accounts Payable	Ward, Dean	\$75.00		
90927	01/22/2026	Open			Accounts Payable	Ward , Scott	\$75.00		
90928	01/22/2026	Reconciled		01/27/2026	Accounts Payable	WITTMEIER AUTO CENTER	\$165.00	\$165.00	\$0.00

# TOWN OF PARADISE

## Payment Register

From Payment Date: 1/1/2026 - To Payment Date: 1/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90929	01/22/2026	Open			Accounts Payable	Zephyr Manufacturing	\$412.96		
90930	01/22/2026	Open			Accounts Payable	ChainBreakers Group	\$86.12		
90931	01/26/2026	Open			Accounts Payable	Meeks Lumber & Hardware	\$1,050.00		
Type Check Totals:							\$5,142,860.84	\$3,286,859.65	\$0.00
<u>EFT</u>									
388	01/06/2026	Open			Accounts Payable	CALPERS - RETIREMENT	\$70,076.25		
389	01/06/2026	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$14,775.22		
390	01/06/2026	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$7,885.22		
391	01/06/2026	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$47,618.35		
392	01/07/2026	Open			Accounts Payable	Amazon Capital Services	\$238.11		
393	01/07/2026	Open			Accounts Payable	COMCAST CABLE	\$17.17		
394	01/07/2026	Open			Accounts Payable	COMCAST CABLE	\$444.25		
395	01/07/2026	Open			Accounts Payable	COMCAST CABLE	\$184.30		
396	01/07/2026	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$1,987.56		
397	01/07/2026	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$2,438.13		
398	01/07/2026	Open			Accounts Payable	T MOBILE USA, INC.	\$2,094.31		
399	01/09/2026	Open			Accounts Payable	CALPERS	\$186,189.71		
400	01/15/2026	Open			Accounts Payable	Amazon Capital Services	\$533.07		
401	01/20/2026	Open			Accounts Payable	CALPERS - RETIREMENT	\$69,724.53		
402	01/20/2026	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$15,348.35		
403	01/20/2026	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$7,833.51		
404	01/20/2026	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$49,059.60		
405	01/22/2026	Open			Accounts Payable	Amazon Capital Services	\$123.14		
406	01/22/2026	Open			Accounts Payable	AT&T MOBILITY	\$107.00		
407	01/22/2026	Open			Accounts Payable	COMCAST CABLE	\$429.25		
408	01/22/2026	Open			Accounts Payable	COMCAST CABLE	\$444.25		
409	01/22/2026	Open			Accounts Payable	COMCAST CABLE	\$219.25		
410	01/22/2026	Open			Accounts Payable	COMCAST CABLE	\$434.25		
411	01/22/2026	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$16,569.40		
412	01/22/2026	Open			Accounts Payable	VERIZON WIRELESS	\$570.15		
413	01/22/2026	Open			Accounts Payable	VERIZON WIRELESS	\$1,673.42		
414	01/22/2026	Open			Accounts Payable	Tri Counties Bank	\$21,561.40		
Type EFT Totals:							\$518,579.15		
AP TCB - General Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$1,834,371.79	\$0.00
	Reconciled	93	\$3,286,859.65	\$3,286,859.65
	Voided	2	\$21,629.40	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	176	\$5,142,860.84	\$3,286,859.65
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	27	\$518,579.15	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	27	\$518,579.15	\$0.00

# Payment Register

From Payment Date: 1/1/2026 - To Payment Date: 1/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	108	\$2,352,950.94	\$0.00	
					Reconciled	93	\$3,286,859.65	\$3,286,859.65	
					Voided	2	\$21,629.40	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	203	\$5,661,439.99	\$3,286,859.65	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	81	\$1,834,371.79	\$0.00	
					Reconciled	93	\$3,286,859.65	\$3,286,859.65	
					Voided	2	\$21,629.40	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	176	\$5,142,860.84	\$3,286,859.65	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	27	\$518,579.15	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	27	\$518,579.15	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	108	\$2,352,950.94	\$0.00	
					Reconciled	93	\$3,286,859.65	\$3,286,859.65	
					Voided	2	\$21,629.40	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	203	\$5,661,439.99	\$3,286,859.65	



**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 2(c)**

**ORIGINATED BY:** Aimee Bealeu, Finance Director/Town Treasurer  
**REVIEWED BY:** Michael O'Brien, Interim Town Manager  
**SUBJECT:** Ratification of Agreement for Fiscal Year 2024/25 Auditing Services with Baker Tilly US, LLP

**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Ratify the agreement with Baker Tilly US, LLP for Fiscal Year 2024/25 auditing services and authorize the Town Manager (or designee) to execute the agreement.

**Background:**

The Town is required to obtain an independent annual audit of its financial statements in accordance with applicable federal and state auditing standards. The agreement before Council provides auditing services for the fiscal year ending June 30, 2025.

Pursuant to the Town's Purchasing Policy, professional service contracts with a total value under \$100,000 may be executed administratively. The attached agreement falls within this threshold; however, staff is bringing the item forward for ratification to ensure transparency and Council awareness.

**Analysis:**

The Town issued a Request for Proposals (RFP) for Fiscal Year 2024/25 auditing services on two separate occasions. In both instances, a single proposal was received from Baker Tilly US, LLP.

Baker Tilly is one of the nation's largest public-sector auditing firms and submitted a thorough and well-qualified proposal demonstrating significant governmental auditing experience and capacity. After evaluation, staff determined the proposal to be responsive, competitive, and in the best interest of the Town.

The agreement includes the option to extend the engagement for up to two additional fiscal years, subject to mutual agreement between the Town and the auditor. Any extension is not automatic and would be evaluated based on performance, cost, and the Town's operational needs. If staff and Baker Tilly US, LLP agree to pursue an extension, the proposed extension would be brought to the Town Council for consideration and approval prior to execution.

Execution of the Fiscal Year 2024/25 audit agreement occurred later than is typical due to the timing of the Fiscal Year 2023/24 audit completion. The subsequent year's agreement could not be finalized until the prior audit work was substantially complete and submitted. As a result, staff proceeded under the administrative authority provided by policy and is now requesting Council

ratification.

**Financial Impact:**

*Total Base Audit Cost: \$63,000*

- Financial Statement Audit and GANN Limit Review: \$43,700
- Single Audit (up to three major federal programs): \$15,800
- Annual State Controller Reports: \$3,500

*Additional Potential Costs*

- Additional Major Federal Programs: \$7,500 per program for each major program in excess of three
- Journal Entries: The audit includes up to ten journal entries necessary to materially state the financial statements; additional journal entries beyond ten may be billed at approximately \$400 per entry
- Travel and Lodging: Any required on-site work travel and lodging costs will be billed separately at actual cost

Costs associated with the auditing services are already budgeted in the current fiscal year for auditing services. Additional appropriations may be required as assessments are made if additional Major Federal Program reviews are needed.



Baker Tilly US, LLP  
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United States of America

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F: +1 (480) 820 8726

[bakertilly.com](http://bakertilly.com)

January 23, 2026

Honorable Mayor and Council  
Aimee Beleu, Finance Director  
[abeleu@townofparadise.com](mailto:abeleu@townofparadise.com)

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of Town of Paradise, California (the Organization, Client, you, your).

### **Services and Related Report**

We will audit the financial statements of the Organization as of and for the year ended June 30, 2025, and the related notes to the financial statements, with the right to renew our agreement for fiscal year's June 30, 2026 and 2027. Upon completion of our audit, we will provide the Organization with our audit report on the financial statements and supplementary information referred to below. If, for any reasons caused by or relating to the affairs or management of the Organization, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Combining statements and individual fund statements and schedules

The following supplementary information will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Schedule of Expenditures of Federal Awards

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. © 2024 Baker Tilly Advisory Group, LP

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) to supplement the Organization's financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the Organization's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Management's Discussion and Analysis
- > Budgetary schedules related to the General Fund and major special revenues funds
- > Schedules related to the Town's pensions and/or OPEB reporting requirements

Our report does not include reporting on key audit matters.

#### **Our Responsibilities and Limitations**

The objective of a financial statement audit is the expression of an opinion on the financial statements. The objective also includes reporting on:

- > Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*.
- > Internal control related to major federal programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to render the required reports.



As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- > Identify and assess the risks of material misstatement of the financial statements and supplementary information, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- > Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements and supplementary information that we have identified during the audit.
- > Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements and supplementary information, including the disclosures, and whether the financial statements and supplementary information represent the underlying transactions and events in a manner that achieves fair presentation.
- > Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste or abuse. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statements presentation. Our audit does not relieve management or those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the Organization and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management or those charged with governance internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards* and the Uniform Guidance.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control over compliance issued pursuant to the Uniform Guidance.

Also, if required by *Government Auditing Standards*, we will report known or likely fraud, illegal acts, violations or provisions of contracts or grant agreements, or abuse directly to parties outside of the Organization.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Organization's compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether you have complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major programs. The purpose of those procedures will be to express an opinion on your compliance with requirements applicable to each of your major programs in our report on compliance issued pursuant to the Uniform Guidance.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, *Government Auditing Standards* and Uniform Guidance, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

## Management's Responsibilities

Our audit will be conducted on the basis that the Organization's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- For identifying all federal awards received and understanding and complying with the compliance requirements;
- For the preparation and fair presentation of the financial statements and supplementary information in accordance accounting principles generally accepted in the United States of America;
- For the design, implementation, establishment, and maintenance of effective internal controls relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; and
- For the design, implementation, and maintenance of effective internal controls over compliance that provides reasonable assurance that the Organization administers federal awards in compliance with the compliance requirements; and
- To provide us with:
  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
  - Additional information that we may request from management for the purpose of the audit; and
  - Unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence

Management is responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review before we begin fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are responsible for preparation of the schedule of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) that you believe the schedule of expenditures of federal awards including its form and content, is fairly presented in accordance with the Uniform Guidance; (c) that the methods of measurement or presentation have not changed from those used in the prior year (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of federal awards.

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Organization complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit.

Management is responsible for informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time. Management is also responsible for informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time.

### **Nonattest Services**

Prior to or as part of our audit engagement, it may be necessary for either Baker Tilly US, LLP or Baker Tilly Advisory Group, LP to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we or Baker Tilly Advisory Group, LP will be providing are as follows:

- > Preparing financial statements and related notes;
- > Proposing entries affecting the financial statements;

- > Preparing the Data Collection Form on the Federal Clearinghouse website;
- > Posting adjusting journal entries related to GASB 68 / 74 using actuarial provided information from the State's actuaries or the Town's actuaries;
- > Providing management with templates for compiling the management's discussion and analysis (MD&A)

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with Baker Tilly US, LLP's or Baker Tilly Advisory Group, LP's performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge and/or experience, preferably within senior management, to oversee the services performed.
- > Evaluate the adequacy and results of the nonattest services performed.
- > Accept responsibility for the results of the nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

#### **Other Documents**

GAAS requires that we read any annual report that contains our audit report. The purpose of this procedure is to consider whether other information in the annual report, including the manner of its presentation, is materially inconsistent with information appearing in the financial statements. We assume no obligation to perform procedures to corroborate such other information as part of our audit.

If you intend to reproduce or publish the financial statements, and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The Organization may wish to include our report on these financial statements and supplementary information in a securities offering. You agree that the aforementioned audit report, or reference to Baker Tilly will not be included in such offering without our prior written permission or consent. Any agreement to perform work in connection with an offering, including an agreement to provide permission or consent, will be a separate agreement.

At the conclusion of our engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior year audit findings, auditors' reports and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include within the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) days after receipt of the auditors' reports or nine (9) months after the end of the audit period.

We will provide copies of our reports to the Organization, however, management is responsible for distribution of the reports and the financial statements. Copies of our reports are to be made available for public inspection unless restricted by law or regulation or if they contain privileged and Confidential Information.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes Confidential Information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies for purposes of a quality review of the audit, to resolve audit findings or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Baker Tilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the Organization's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the Organization hereby authorizes us to do so.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

### **Resolution of Disagreements**

In the unlikely event that differences concerning services, fees, this Engagement Letter or any services subsequently provided to Client by Baker Tilly should arise ("Dispute(s)") that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the Dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the Dispute, then the parties agree that the Dispute shall be settled by binding arbitration to be initiated by the party seeking damages or other permitted relief in any form (the "Claimant"). The arbitration proceeding shall take place in the Town in which the Baker Tilly office providing the services in Dispute is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the Arbitration Rules for Professional Accounting and Related Disputes of the AAA (the "Rules") as amended and effective February 1, 2015, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. Any issue concerning the extent to which the Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a panel of three (3) arbitrators, with experience in accounting and auditing matters or resolving accounting and auditing matters. In the thirty (30) days after the arbitration is initiated, the parties shall attempt to mutually agree on the three (3) arbitrators, including one arbitrator who will serve as chair of the panel, and all of whom may be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. If the parties cannot agree on a panel of three (3) arbitrators within the thirty (30) day period, the three (3) arbitrators shall be selected according to Rules A-16(a) and (b) of the Rules except that the AAA shall send an identical list of fifteen (15) names to the parties to the arbitration. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrators upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrators shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any Dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrators shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrators shall be empowered to interpret the applicable statutes of limitations subject to the choice of law provision set forth herein.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

#### **Limitation on Damages and Indemnification**

THE LIABILITY (INCLUDING ATTORNEY'S FEES AND ALL OTHER COSTS) OF BAKER TILLY AND ITS PRESENT OR FORMER PARTNERS, PRINCIPALS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS ENGAGEMENT LETTER SHALL NOT EXCEED THE FEES PAID TO BAKER TILLY FOR THE PORTION OF THE WORK TO WHICH THE CLAIM RELATES, EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR FRAUDULENT BEHAVIOR OF BAKER TILLY RELATING TO SUCH SERVICES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING THE NEGLIGENCE OF EITHER PARTY. ADDITIONALLY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOST DATA, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, DELAYS OR INTERRUPTIONS ARISING OUT OF OR RELATED TO THIS ENGAGEMENT LETTER EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, the Organization personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.



## Timing and Fees

Our fees for the June 30, 2025 audit reports will be \$43,700 for the financial statement audit and the GANN Limit Review Report; \$15,800 for the Single Audit, which includes up to three major programs, plus \$7,500 for each additional major program over three programs; and \$3,500 for preparation of the Annual State Controller Reports (excluding the Annual Street Report). This does not include travel and hotel costs for time required to be at the Town's location, to be billed separately at the cost agreed at the time of booking. The Town Audit and related reports fee includes up to ten journal entries necessary to materially state the financial statements. For every journal entry in excess of ten, an additional fee of approximately \$400 per entry will be charged, as agreed in our response to your request for proposal (RFP) for professional auditing services.

Our fee estimate is based on the following assumptions: adequate support, preparedness, cooperation, and timely feedback from management; organized books and records; no major changes in scope or organizational structure (including mergers or expansions); fees based on current professional standards; and the inclusion of our administrative/technology fee (5% of the total fee amount). If any of these assumptions change, we will communicate the impact on our requirements, timelines, and budgetary considerations.

This agreement includes the right to renew our services with the Town for two more years, fiscal year's 2026 and 2027 at the fee amounts quoted in the approved audit RFP.

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. Fees are payable upon presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. The Organization will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the Organization agrees to be responsible for all expenses of collection including related attorneys' fees.

Our fee estimate is based on certain assumptions. Certain circumstances may arise during the course of our audit that could significantly affect the targeted completion date or our fee estimate, and additional fees may be necessary as a result. Such circumstances include but are not limited to the following:

- Changes to the timing of the engagement initiated by the Organization, which may require the reassignment of our personnel.
- The Organization's failure to provide all information requested by us (i) on the date requested, (ii) in the form acceptable to us, (iii) with no mathematical errors, and (iv) in agreement with the appropriate Organization records.
- Significant delays in responding to inquiries made of Organization personnel, or significant changes in Organization accounting policies or practices, or in the Organization's accounting personnel, their responsibilities, or their availability.
- Significant delays or errors in the draft financial statements and necessary schedules prepared by the Organization's personnel.
- Implementation of new general ledger software or a new chart of accounts by the Organization.
- Significant changes in the Organization's business operations, including business combinations, the creation of new entities, divisions, or subsidiaries within the Organization, significant new employment or equity agreements, or significant subsequent events. Certain business transactions or changes in business operations or conditions, financial reporting, and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists.

- New financing arrangements or modifications to existing financing arrangements, or significant new federal or state funding.
- Significant deficiencies or material weaknesses in the design or operating effectiveness of the Organization's internal control over financial reporting identified during the audit.
- A significant level of proposed audit adjustments.
- Issuance of additional accounting or auditing standards subsequent to or effective for the periods covered by this Engagement Letter.
- Circumstances beyond our control.

You agree to authorize Richardson & Company, LLP. to allow a review of their audit documentation and respond to additional inquiries we consider relevant to our planning and performing of this engagement.

Any fees charged by Richardson & Company, LLP. in connection with the preceding paragraphs are your responsibility.

For new business transactions or changes in business operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists. This includes matters such as business combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

No significant SAS's are outstanding.

No significant GASB's are outstanding.

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the Taxes). All applicable Taxes shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this section.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share Confidential Information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your Confidential Information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your Confidential Information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will co-process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between the two entities. Baker Tilly Advisory Group, LP maintains custody of client files for both entities. By executing this Engagement Letter, you hereby consent to the transfer to Baker Tilly Advisory Group, LP of all your Client files, workpapers and work product. Baker Tilly Advisory Group, LP is bound by the same confidentiality obligations as Baker Tilly US, LLP. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at [dataprotectionofficer@bakertilly.com](mailto:dataprotectionofficer@bakertilly.com).

Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share Confidential Information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

Any additional services that may be requested and we agree to provide will be the subject of a separate engagement letter.

With respect to this Engagement Letter and any information supplied in connection with this Engagement Letter and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, or is information which a reasonable person would deem to be confidential based on the nature of the information and the circumstances surrounding its disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its Confidential Information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Engagement Letter; and (iii) reproduce Confidential Information only as required to perform its obligations under this Engagement Letter. This section shall not apply to information which is (a) publicly known, (b) already known to the Recipient, (c) disclosed to Recipient by a third party without restriction, (d) independently developed, or (e) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries.

We may be required to disclose Confidential Information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Organization, unless otherwise prohibited. In the event we are requested by the Organization or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Organization, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose Confidential Information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the Organization if disclosure of Confidential Information is necessary for peer review purposes.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course be happy to provide the Organization with any other services you may find necessary or desirable.

## **Other Matters**

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the Organization will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Organization violates this nonsolicitation clause, the Organization agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to Organization by Baker Tilly ("Online Offering") constitute the entire agreement between the Organization and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern Organization's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Organization's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

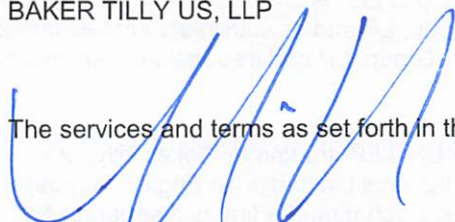
This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding the Engagement Letter, please contact Brian Hemmerle, the professional on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards. Brian Hemmerle is available at 480-752-4307, or at [Brian.Hemmerle@bakertilly.com](mailto:Brian.Hemmerle@bakertilly.com).

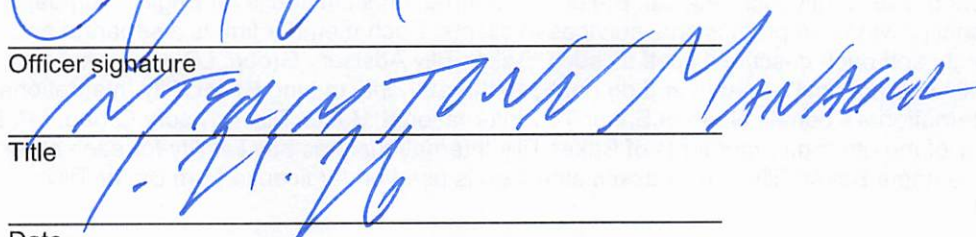
Sincerely,

BAKER TILLY US, LLP



The services and terms as set forth in this Engagement Letter are agreed to by:

Officer signature



Title

Date





## Report on the Firm's System of Quality Control

November 14, 2024

To the Partners of Baker Tilly US, LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP (the Firm) applicable to engagements not subject to Public Company Accounting Oversight Board (PCAOB) permanent inspection in effect for the year ended March 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design and compliance with the Firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2024, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Baker Tilly US, LLP has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Eide Bailly LLP  
Minneapolis, Minnesota





**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 2(d)**

**ORIGINATED BY:** Aimee Beale, Finance Director/Town Treasurer  
**REVIEWED BY:** Michael O'Brien, Interim Town Manager  
**SUBJECT:** Ratify the Professional Services Agreement with Regional Government Services (RGS)  
**LONG TERM RECOVERY PLAN:** No  
**COUNCIL ACTION REQUESTED:**

1. Ratify the Professional Services Agreement with Regional Government Services (RGS), previously executed by the Interim Town Manager under existing purchasing authority, in an amount not to exceed \$99,000.

**Background:**

The Town of Paradise is currently undergoing its annual financial audit. As part of the prior audit process, certain findings and recommendations were identified that require immediate corrective action related to year-end closing procedures, internal controls, staff training, and the allocation and documentation of journal entries.

To address these items in a timely and effective manner, the Town engaged Regional Government Services (RGS), a public-sector joint powers authority that provides specialized financial and accounting services to local agencies. The agreement was executed by the Interim Town Manager under the authority granted by the Town's Purchasing Policy, which allows administrative execution of professional services agreements within established limits when immediate operational needs exist.

Because the audit is actively underway, staff determined that delaying execution of the agreement until a future Town Council meeting would have hindered the Town's ability to implement corrective actions during the current audit cycle. The agreement allows for immediate support to strengthen year-end close procedures, implement updated accounting practices, and provide targeted training to finance staff.

This item is being brought forward to the Town Council for ratification to ensure transparency and formal Council acknowledgment of the agreement.

**Analysis:**

Ratification of the Professional Services Agreement with Regional Government Services is necessary to allow continued implementation of corrective actions associated with the Town's audit findings while the audit remains in progress. RGS is assisting staff with the development and implementation of updated financial procedures, training, and improved allocation and review of journal entries to ensure the Town's financial records are accurate, complete, and well-documented.

Immediate implementation of these services reduces the risk of audit delays, repeat findings, and compliance issues related to year-end financial reporting. Utilizing RGS allows the Town to address audit recommendations efficiently while also building internal staff capacity and strengthening long-term financial controls.

The agreement is structured as a month-to-month contract with a not-to-exceed amount, providing flexibility and cost control. Services are provided only at the Town's request, and the agreement may be terminated with notice if no longer needed. Ratifying the agreement ensures continuity of audit support while preserving fiscal oversight and accountability.

Failure to ratify the agreement could disrupt audit completion, delay implementation of corrective actions, and increase the risk of future audit findings.

**Financial Impact:**

The Professional Services Agreement with Regional Government Services (RGS) is structured on an as-needed basis, with services provided only when requested by the Town. The agreement includes a not-to-exceed amount of \$99,000, and there is no minimum service requirement or guaranteed expenditure.



**RGS Is Committed to Reducing Paper Waste by Use of Electronic Processes**

RGS requests your assistance with meeting these waste reduction goals by joining us in the use of digital signature and electronic payment methods during our collaboration to reduce mailing and paper expenses.

**Preamble:** The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

**Our Values**

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

**How RGS Does Business**

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

*RGS is a public agency (a Joint Powers Authority) dedicated to improving local government and communities by delivering exceptional consulting services.*





## AGREEMENT FOR PROFESSIONAL SERVICES

**This Agreement** for Professional Services (“Agreement”) is made and entered into as of the 29th day of December 2025, by and between the **TOWN OF PARADISE**, a municipal agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

### **RECITALS**

**THIS AGREEMENT** is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a consulting and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

### **TERMS AND CONDITIONS**

**Section 1. Services.** The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Service Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons. For the avoidance of doubt, however, RGS retains sole control as to assignment of its personnel.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

## **Section 2. Term of Agreement and Termination.**

- 2.1** Services shall commence on or about the Effective Date, and this Agreement is anticipated to remain in force to December 31, 2026, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a “not to exceed” amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to-month basis, RGS shall have the option, at its sole discretion, to terminate this Agreement on the ninety-first (91st) continuous day with no billable service hours. Should RGS elect to exercise this termination option, RGS shall provide Agency with written notice of the termination of the Agreement.
- 2.2** This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory and/or RGS has not resolved the performance issues to the satisfaction of the Agency, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of the Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

**Section 3. Compensation.** Payment for services under this Agreement shall not exceed \$99,000 and shall be as provided in the **Exhibits**.

**Section 4. Effective Date.** This Agreement shall become effective on the date first herein above written.

## **Section 5. Relationship of Parties.**

- 5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:
- 5.1.1** Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.
- 5.1.2** Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.

- 5.1.3** In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.
- 5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The RGS Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.
- 5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**. Agency confirms that RGS employees are not assuming and are not expected to assume any Agency staff position(s).
- 5.4** RGS employees may require access to Agency's computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)
- 5.5** Agency shall not have any right to discharge any employee of RGS from RGS employment.
- 5.6** The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.
- 5.7** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

**Section 6. General Liability Coverage.** RGS, pursuant to California Government Code Section 990, may satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

**6.1 Workers' Compensation Coverage.**

**6.1.1 General requirements.** RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

**6.1.2 Waiver of subrogation.** The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

**6.2 Commercial General, Automobile, and Professional Liability Coverages.**

**6.2.1 General requirements.** RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

**6.2.2 Minimum scope of coverage.** RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

**6.3 Professional Liability Insurance.** RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

**6.4 All Policies Requirements.**

**6.4.1 Coverage requirements.** Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, and agents, shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and agents.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

- 6.4.2 Acceptability of coverage providers.** All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.
- 6.4.3 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized to bind coverage on its behalf. Agency reserves the right to require complete, certified copies coverage at any time.
- 6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.5 Variation.** During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- 6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- 6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.
- 6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

## **Section 7. Legal Requirements.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.



- 7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.
- 7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

## **Section 8. Keeping and Status of Records.**

- 8.1 Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

**8.3 RGS Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

**8.4 Inspection and Audit of Records.** Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

**Section 9. Non-assignment.** This Agreement is not assignable either in whole or in part without the written consent of the other party.

**Section 10. Amendments.** This Agreement may only be amended or modified by written Amendment signed by both Parties.

**Section 11. Validity.** The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**Section 12. Disputes.** Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

**Section 13. Venue/Attorneys' Fees.** Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

**Section 14. Mediation.** Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

**Section 15. Employment Offers to RGS Staff.** Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

**Section 16. Entire Agreement.** This Agreement, including the **Exhibits**, comprises the entire Agreement.

**Section 17. Indemnification.**

**17.1 RGS' indemnity obligations.**

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to reasonable attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

**Training disclaimer**

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

**17.2 Agency's indemnity obligations.** Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action,

or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

**17.3 Obligations and indemnity related to defined benefit retirement plan participation.**

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) ("Retirement Program"), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency's Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency's employees, Agency shall inform RGS within five business days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Agency's Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments, if any.

**Section 18. Notices.** All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

**Agency:** Town of Paradise  
5555 Skyway  
Paradise, CA 95969

**RGS:** Regional Government Services Authority  
P. O. Box 1350  
Carmel Valley, CA 93924  
Email: [contracts@rgs.ca.gov](mailto:contracts@rgs.ca.gov)

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

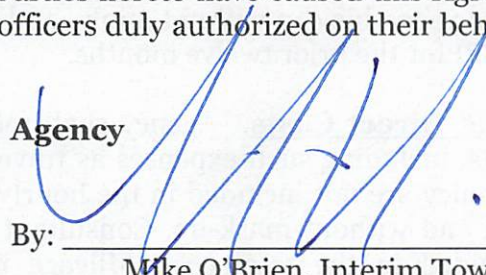
This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. In accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7, the Parties agree that this Agreement may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: 1/14/2026

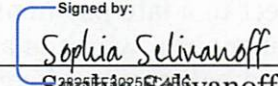
Agency

By:

  
Mike O'Brien, Interim Town Manager  
E: [mobrien@townofparadise.com](mailto:mobrien@townofparadise.com)

DATED: 1/2/2026

**Regional Government Services Authority**

Signed by:  
By:   
Sophia Selivanoff, Executive Director



## Exhibit A

### **Compensation.**

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder. The Parties further agree that adjustments to the hourly bill rate shown below for "RGS Staff" will be adjusted annually, effective July 1st. The adjustment will be based on the percentage change in the Consumer Price Index CPI (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI"), for the twelve months ending in December of the prior year. Irrespective of the movement of the CPI, RGS will not decrease its hourly rates. and any increase will be capped at 5%. However, if no rate increase had applied in the previous year, this cap will not apply, and RGS will adjust rates by the full percentage change in the CPI for the prior twelve months.

2. **Reimbursement of RGS' Direct Costs.** Agency shall reimburse RGS for direct external costs. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency are not included in the hourly bill rate and will be invoiced to the Agency when received and without mark-up. Consultant travel is charged at the regular hourly rate and not included in the total cost. Mileage reimbursement will be charged separately at the IRS reimbursement rate. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

### **Payment Process/Address.** RGS prefers invoices be paid electronically.

RGS will reach out to your invoicing contact to establish and provide electronic payment instructions.

However, should you have questions or need other payment options, please contact:

Lindsay Rice, RGSA Accounting Manager  
(650) 587-7300X12 | [lrice@rgs.ca.gov](mailto:lrice@rgs.ca.gov)

***[EXHIBIT A CONTINUES ON FOLLOWING PAGE]***

## AGENCY CONTACTS

**Agency Billing Contact.** Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Aimee Beleu, Finance Director, Town Treasurer	abeleu@townofparadise.com

**Agency Insurance Contact.** Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL
Aimee Beleu, Finance Director, Town Treasurer	abeleu@townofparadise.com

## RGS STAFF RATES

TITLE	HOURLY RATE*
Strategic Services Consultant	\$191
Senior Advisor	\$161
Advisor	\$137
Technical Specialist	\$121
Administrative Specialist	\$108

*\*NOTE: The Hourly Rate excludes external costs, which are invoiced separately without markup. Advisor travel time to and from the service location is billed at the regular hourly rate, and mileage reimbursement is charged separately at the IRS rate. All external costs, including advisor travel time, will fall outside of the not-to-exceed (if established) for services provided*

## Exhibit B

**Scope of Services.** Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign RGS employees to serve as Advisors to the Town of Paradise, hereafter “Agency.” RGS Advisors will provide finance services at the request of the Agency, following best management practices appropriate for a public agency. These services may include, but are not limited to:

- **Facilitate year-end closing activities:**
  - Project management and accounting transactions necessary to complete the audit for Fiscal Year 2025.
  - Preparation of audit schedules, worksheets, supporting documentation, and confirmations.
  - Identification of potential audit issues and recommendations for corrective action.
  - Support for single audit documentation, compliance review, and program-level analysis.
- **Federal Emergency Management Agency (FEMA) reporting and reimbursement:**
  - Project management and accounting services to bring FEMA reporting and reimbursement to current status and maximize eligible reimbursements.
  - Review and validation of invoices, payment applications, and cost eligibility for reimbursable programs.
  - Grant accounting support for other state and federal programs (e.g., HUD CDBG-DR, mitigation grants).
- **Maintain and assure the accuracy of the General Ledger.**
- **Provide strategic assistance and outsourced services to stabilize, modernize, and enhance Finance Department operations:**
  - Facilitate, on request, and within the availability of RGS advisors, timely reporting of financial information.
- **Provide budget management and development support, including analysis of budget-to-actual variances and preparation of financial status reports:**
  - Facilitate multi-year financial forecasts and long-term financial planning.
  - Recommend financial policies and procedures as requested.
  - Evaluation of internal controls with recommendations for improvements in accuracy, segregation of duties, and fraud prevention.
  - Recommendations for enhanced use of financial systems and technology.
- **Perform bank reconciliations and monitor cash flow:**
  - Accounts payable and accounts receivable support.
  - Preparation of journal entries, adjustments, and reconciliations.
  - Review of account coding, chart of accounts, and transaction accuracy.
  - Tracking and reconciliation of capital project expenditures against budgets and funding sources.
  - Facilitate cost allocation, fund transfers, and cash-flow planning for major infrastructure projects.
  - Support for payroll processing and reconciliation (as requested).



- **Facilitate the development and enhancement of finance staff capacity in public agency finance functions, as invited by the Agency.**
- **Perform other finance functions at the written request of the Agency, if appropriate and as requested in writing by Agency staff.**

The RGS team will be led by an RGS advisor, who will perform both work and direct projects or tasks to other RGS staff with equal or lower bill rates at the RGS advisor's discretion. RGS advisors/staff will be reasonably available to perform the services during the normal workweek, this work may be done onsite or remotely. RGS advisors/staff may occasionally work at Agency worksites with the pre-approval of the Lead Advisor.

RGS team members will maintain open communication lines with each other and Agency staff through written documentation, video conference calls, phone, and e-mail as needed to accomplish agreed-upon projects.

This is a time and materials project. The Agency will only be invoiced for the actual hours worked. External costs, such as postage, courier services, or other tracked, delivery confirmation fees for shipped materials, and RGS advisor travel will be invoiced at cost to the Agency with no markup. All such costs will fall outside the NTE amount for services provided.

RGS cost estimate is based on our experience with similar projects. The availability of information and data from the agency can impact the effort required. Agency and RGS mutually understand that RGS capacity and the agreement NTE can impose limitations on fulfillment on all of the items above. RGS will stay in communication with the Agency on any issues that pose a risk this estimate, which will include reporting expenditures against the NTE with each monthly invoice.

RGS employees/advisors will be supervised by RGS administrators, not by any Agency employee, and will not report to any Agency employee. No Agency employee shall have any reporting obligation to the RGS employee/advisor. RGS employees/advisors shall have no authority to execute any document on behalf of the Agency. To the extent that any RGS employee/advisor is identified in any Agency publication, agendas or minutes, the name of the RGS employee/advisor shall be noted therein as "RGS employee/advisor". RGS services are not duplicated by Agency employees and are not intended to be performed by Agency employees but are outsourced to RGS.



**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 2(e)**

**ORIGINATED BY:** Marc Mattox, Director of Public Works  
**REVIEWED BY:** Michael O'Brien, Interim Town Manager  
**SUBJECT:** Budget Adjustment for a Part Time, Limited Term Engineering Intern  
**LONG TERM RECOVERY PLAN:** Yes – Tier 1, Sewer

**COUNCIL ACTION REQUESTED:**

1. Adopt Resolution No. 2026-\_\_\_\_" A Resolution of the Town of Paradise of the Town of Paradise Approving Job Classification Descriptions; and,
2. Adopt Resolution No. 2026-\_\_\_\_" A Resolution of the Town Council of the Town of Paradise Amending the Salary Pay Plan to include an Engineering Intern – Part Time, Limited Term position to the Salary Pay Plan for Fiscal Year 2025–2026.
3. Authorize staff to recruit and hire a temporary Engineering Intern for the period of early June 2026 through mid-August 2026.

**Background:**

The Public Works/Engineering Department manages an active Capital Improvement Program and supports multiple infrastructure, transportation, and grant-funded projects. The summer months represent the Town's peak construction and project delivery season.

During this period, Engineering staff also devote substantial effort to preparing and supporting grant applications for state and federal funding programs such as the Active Transportation Program.

The Town has previously utilized a temporary Engineering Intern position to provide short-term technical and administrative assistance during this high workload period while offering a valuable professional development opportunity to a civil engineering student.

**Analysis:**

Staff recommends establishing a temporary Engineering Intern position for Summer 2026 to assist with field data collection, construction support activities, and preparation of technical documentation related to capital projects and grant applications.

This position will provide operational support during the busiest portion of the construction season and enhance the Department's capacity to meet project schedules and funding deadlines.

The proposed internship term would begin in early June 2026 and conclude in mid-August 2026.

The position would be temporary, non-benefited, and compensated at \$22.00 per hour, up to 400 hours.

If approved, staff will initiate recruitment immediately in order to complete the hiring process prior to the start of the summer construction season.

**Financial Impact:**

The total cost of the temporary Engineering Intern position will depend on the number of hours worked during the internship period, however is estimated at \$3,168 for FY 25/26 and \$6,336 for FY 26/27. Funding for this position will be from General Fund allocations for the Engineering Division – with some time being reimbursed to applicable capital projects for work performed.

**TOWN OF PARADISE  
RESOLUTION NO. 2026-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
APPROVING JOB CLASSIFICATION DESCRIPTIONS**

**WHEREAS**, it is prudent for the Town of Paradise to periodically review its job classification descriptions of the positions within the Town of Paradise; and

**WHEREAS**, to improve efficiency of certain Town functions and to appropriately reflect the duties and qualifications of its employee classifications.

**NOW, THEREFORE** be it resolved by the Town Council of the Town of Paradise as follows:

**SECTION 1.** Job class descriptions in the attached list are approved. Town staff are directed to revise Town employee Classifications based on the attached list.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 10th day of February 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

\_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

\_\_\_\_\_  
Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

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

Job Classification Descriptions
Engineering Intern



February 2026  
FLSA: Hourly

## **ENGINEERING INTERN (400 HOURS – PART-TIME, TEMPORARY)**

### **DEFINITION**

Under the direction of Engineering staff, perform a variety of engineering field related tasks.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from engineering staff including Capital Project Managers and Supervising Project Manager. Exercises no direct supervision over staff.

### **CLASS CHARACTERISTICS**

This is an internship level classification responsible for assigned activities related to the Town's Public Works Engineering Division. Responsibilities include the preparation of an update to the Town's Engineering & Traffic Surveys, including data collection and analysis. This position will provide time shadowing project managers, visiting job sites, and gaining meaningful experience with consultants. The ideal candidates will have some experience with CAD/GIS, computer skills using Microsoft Suites, ability to research online, and great oral and written communication skills.

### **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 supervisor and department staff members with a variety of support duties as assigned
- Assists in researching, compiling, and analyzing data
- Prepares and/or processes routine reports, correspondence, and records
- Performs computer data entry to record and retrieve department information
- Interacts with interdepartmental staff and other agency representatives in obtaining or providing data
- Performs routine clerical tasks as needed, including copying and filing documents, collating materials, etc.
- Performs routine field reconnaissance and inspections as needed
- Picks up and delivers documents, materials, supplies, etc., as needed
- Prepare plans and drawings as directed by supervisor and department staff members
- Performs related duties as assigned

### **QUALIFICATIONS**

#### **Knowledge of:**

Business English, spelling and grammar; modern office practices, procedures and equipment; personal computer operations; AutoCAD; Microsoft Office Suite, specifically Word and Excel; basic math principles; effective public relations/customer service principles, practices and techniques.

**Ability to:**

Utilize general office equipment such as telephone, fax, printers, copiers, and computers; learn and apply City policies, procedures, rules and regulations; conduct basic research, research, compile and analyze data and prepare accurate reports and correspondence; reason logically, draw valid conclusions and make appropriate recommendations; maintain work effectiveness and meet deadlines with frequent changes in workload and the priority of assignments; understand and carry out oral and written instructions; communicate clearly and concisely, orally and in writing; establish and maintain cooperative working relationships with those contacted in the course of work; provide quality customer service.

**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:*

Preferred: Must be currently enrolled in an Undergraduate Civil Engineering Program (Sophomore or Junior level).

Accepted: Must be currently enrolled in a collegiate program with a focus in Civil Engineering courses

**Licenses and Certifications:**

Must possess a valid US driver's license upon date of application. Must obtain California driver's license following hire date per California DMV regulations.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect Town development sites, including traversing uneven terrain, climbing ladders, stairs, and other temporary or construction access points, 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 and walking between work areas and to conduct inspections may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer 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. Employee must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

**ENVIRONMENTAL CONDITIONS**

- Office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances.
- Employees may work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, mechanical and/or electrical hazards, and hazardous physical substances and fumes.
- Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



**TOWN OF PARADISE  
RESOLUTION NO. 26-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA,  
ADOPTING AN AMMENDMENT TO THE SALARY PAY PLAN  
FOR TOWN OF PARADISE EMPLOYEES FOR THE FISCAL YEAR 2025-2026**

**WHEREAS**, the Town wishes to revise the salary pay plan; and

**WHEREAS**, the salary pay plan will incorporate all salary paid within the Town into one salary pay plan.

**NOW, THEREFORE** be it resolved by the Town Council of the Town of Paradise, that the Town of Paradise salary pay plan attached to this resolution is hereby adopted.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 10th day of February 2026, by the following vote:

**AYES:**

**NOES:**               None

**ABSENT:**           None

**NOT VOTING:**      None

\_\_\_\_\_  
Steve Crowder, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Melanie Elvis, Town Clerk

**APPROVED AS TO FORM:**

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

TOWN OF PARADISE SALARY PAY PLAN FY 2025/26 Tuesday, February 10, 2026										
Head Count	Auth FTE's	Budget FTE	Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
1.00	0.20	0.20	ENGINEERING INTERN (Temporary, up to 400 hours)			-	-	-	-	-
			HOURLY	40	22.00	-	-	-	-	-



**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 2(f)**

**ORIGINATED BY:** Jessica Erdahl, Supervising Project Manager  
**REVIEWED BY:** Michael O'Brien, Interim Town Manager  
**SUBJECT:** Accept Construction Contract – Off-System Road Rehabilitation Project - 2024  
**LONG TERM RECOVERY PLAN:** Yes, Tier 1

**COUNCIL ACTION REQUESTED:**

1. Adopt Resolution No. 2026- \_\_\_, "A Resolution of the Town Council of Town of Paradise accepting the work performed under the Off-System Roadway Rehabilitation Project - 2024, Contract 8407.2 CON performed by Baldwin Contracting Company, Inc. dba Knife River Construction."

**Background:**

Due to the ongoing recovery effort and debris removal operations within the Town and Butte County, the Town's off-system roadway infrastructure sustained heavy damage in the wake of the Camp Fire. The pavement structural sections were damaged in two ways:

1. Pavement Scarring due to Car Fires – On the day of the Camp Fire, several motorists were required to abandon their vehicles and continue evacuating on foot. The subsequent car fires damaged the pavement, justifying the need for repair.
2. Pavement structural section damage due to heavy truck traffic – Following the Camp Fire, the Town experienced a staggering level of truck traffic. During the CALOES Debris Removal effort, over 3.7 million tons of material was removed, equivalent to approximately 300,000 truckloads. During that same period, PG&E, Comcast, and AT&T restored their damaged distribution infrastructure. Additionally, PG&E removed over 92,000 trees, and an additional 100,000 trees were removed in 2020 as part of the Hazard Tree Removal Program. The volume of trucks using the Town's off-system roads has resulted in damage to the pavement structural section, justifying the need for rehabilitation.

The Town coordinated with the Federal Emergency Management Agency (FEMA) to secure Public Assistance permanent restoration funding to repair damaged off-system roads town wide. Through the Public Assistance Program, the Town of Paradise has been approved for \$38,290,000 for the off-system road rehabilitation project. The approved project is located on "Off-System" roads. Off-system roadway rehabilitation include roadways that are not on the on-system roadways and will be funded by FEMA.

On November 10, 2020, Paradise Town Council awarded master on-call contracts to Mark Thomas, Dokken Engineering, GHD, Inc., Wood Rodgers, Inc. and Dewberry Drake Haglan to perform on-call professional civil engineering services for a variety of local, state, and federally-funded projects. Subsequently, in January 2021, task orders were issued to GHD, Dokken

Engineering, and Dewberry to perform civil design services on the off-system road rehabilitation project.

The overall scope of work for the Project can be summarized as follows:

Repair Camp Fire damaged off-system roads to achieve a pre-fire condition.

On August 17, 2023 Paradise Town Council awarded Contract No 8407.1.CON, 2023 Off-System Roadway Rehabilitation (Project 1 - 12.41 miles) to Hat Creek Construction and Materials in the amount of their base bid plus additive bid #1,\$5,756,809.

On May 14, 2024 Paradise Town Council awarded Contract No 8407.2.CON, 2024 Off-System Roadway Rehabilitation (Project 2 – 13.66 miles) to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid \$7,565,944.94.

On March 11, 2025 Paradise Town Council awarded Contract No 8407.3.CON, 2025 Off-System Roadway Rehabilitation (Project 3 – 19.61 miles) to DeSilva Gates Construction LLC in the amount of their base bid \$11,520,520.

#### **Analysis:**

Construction efforts began on August 19, 2024 and the project was substantially completed on May 16, 2025.

#### **Financial Impact:**

FEMA Public Assistance funds have been authorized for construction and construction engineering phases at actual documented cost incurred.

The total estimated construction cost of the Project, including a 10% contingency, was \$8,322,539 at contract award. The actual total construction cost is \$8,988,020. Actual expenditures exceeded projected cost by \$665,480 and are due to additional driveway conforms and road rehabilitation treatment changes due to poor subgrade conditions discovered in the field during construction. Project expenditures are detailed below:

#### **Off-System Road Rehabilitation Project – 2024/Contract No. 8407.2 CON**

<b>Contract 8407.2 CON</b>	<b>Total Estimated Cost</b>	<b>Total Part. Cost</b>	<b>FEMA/ CalOES 93.75%</b>	<b>CDBG-DR Match 6.25%</b>	<b>Non-Part. Utility</b>	<b>Non-Part. LTF</b>	<b>Non-Part. BCAG</b>
Construction Project 2 - 2024	\$8,988,020	\$8,830,345	\$8,278,449	\$551,897	\$50,400	\$20,094	\$87,180
Construction Management	\$800,000	\$800,000	\$750,000	\$50,000			
<b>Total</b>	<b>\$9,788,020</b>	<b>\$9,630,345</b>	<b>\$9,028,449</b>	<b>\$601,897</b>	<b>\$50,400</b>	<b>\$20,094</b>	<b>\$87,180</b>

#### **Attachments:**

- A. Resolution
- B. Notice of Completion

**TOWN OF PARADISE  
RESOLUTION NO. 2026-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF PARADISE ACCEPTING  
THE WORK PERFORMED UNDER THE OFF-SYSTEM ROADWAY REHABILITATION  
PROJECT - 2024, CONTRACT 8407.2 CON PERFORMED BY BALDWIN  
CONTRACTING COMPANY, INC. DBA KNIFE RIVER CONSTRUCTION**

**WHEREAS**, the Town of Paradise has heretofore contracted with Baldwin Contracting Company, Inc. dba Knife River Construction for certain work performed under that certain project known as the Off-System Roadway Rehabilitation Project – 2024, being Contract No. 8407.2 CON; and

**WHEREAS**, said work of improvements, as called for by the contract between the Town of Paradise with Baldwin Contracting Company, Inc. dba Knife River Construction, referable to said project was substantially completed on May 16, 2025 to the satisfaction of the Town; and

**WHEREAS**, there has been posted a bond insuring the work of improvements from a maintenance standpoint for a period of one year from and after acceptance;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Paradise that it hereby accepts the work performed on those certain improvements, the subject of a contract between the Town of Paradise and with Baldwin Contracting Company, Inc. dba Knife River Construction, known and referred to as the Off-System Roadway Rehabilitation Project – 2024, being Contract No. 8407.2 CON.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 10<sup>th</sup> day of February 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

By: \_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

\_\_\_\_\_  
Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

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

RECORDING REQUESTED BY:

TOWN OF PARADISE

AND WHEN RECORDED MAIL TO:

TOWN CLERK  
TOWN OF PARADISE  
5555 SKYWAY  
PARADISE, CA 95969

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF COMPLETION

Notice is hereby given:

1. The undersigned is Owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is Town of Paradise, a Municipal Corporation
3. The full address of the undersigned is 5555 Paradise, California 95969
4. The nature of the title of the undersigned is: IN FEE
5. The full names and full addresses of all persons, if any, who hold such interest or estate with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

None

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

None

7. A work of improvement on the property hereinafter described was substantially completed on May 30, 2025
8. The name of the original contractor, if any, for such work of improvement is Baldwin Contracting Company, Inc. dba Knife River Construction
9. The property on which said work of improvement was completed is in the Town of Paradise, County of Butte, State of California, and is described as follows:

Off-System Road Rehabilitation Project – 2024/Contract No. 8407.2 CON

10. The street address of said property is Various Roads, Paradise, CA  
(If no street address has been officially assigned, insert "None.")

Dated: February 10, 2026

Signature of Owner  
named in Paragraph 2:  
**TOWN OF PARADISE**

By: Michael O'Brien  
Interim Town Manager, Town of Paradise

## VERIFICATION

I, the undersigned say:

I am the Town Manager for the Town of Paradise, agent for the owner of the aforesaid interest or estate in the property described in the above notice:

I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

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

Executed on February 10, 2026 at Town Hall, Town of Paradise, Paradise, California.

### TOWN OF PARADISE

\_\_\_\_\_  
Michael O'Brien, Interim Town Manager

Project Name: Off-System Road Rehabilitation Project – 2024/Contract No. 8407.2 CON





**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 2(g)**

**ORIGINATED BY:** Jessica Erdahl, Supervising Project Manager  
**REVIEWED BY:** Michael O'Brien, Interim Town Manager  
**SUBJECT:** Maintenance Culvert Replacement Project CEQA Determination

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

**COUNCIL ACTION REQUESTED:**

1. Concur with staff recommendation to file CEQA Notice of Exemptions for Maintenance Culvert Replacements on Roe and Scottwood Roads.

**Background:**

Staff identified 2 locations with deteriorated corrugated metal pipe culverts requiring in-kind replacement ahead of the 2026 Off-System Road paving operations. The locations and culvert details are as follows:

- Roe Road (east of Scottwood Rd) - 42 LF of 48-inch corrugated metal pipe culvert
- Scottwood Road (south of Roe Rd) - 35 LF of 36-inch corrugated metal pipe culvert

The culvert bottoms have rotted out, and absent repair would result in roadway damage and flooding due to the deteriorated condition of the existing culverts. Both locations convey water from a channel that may be considered waters of the United States and could have US Army Corps of Engineers Jurisdiction. Pursuant to Section 404 of the Clean Water Act (33 USC 1344) and Federal Regulations (33 CFR 323.4(a)(2)), certain discharges for Maintenance have been exempted from requiring a Section 404 permit. In order to qualify for the Clean Water Act Section 404(f) exemptions as "Maintenance Activities," the existing culvert would need to be replaced with in-kind material and capacity.

For efficiency this project will be bid and constructed with the 2026 Off-System Road Rehabilitation project.

**Analysis:**

The current phase for this project is environmental review under the California Environmental Quality Act (CEQA). The CEQA process requires the lead agency to examine the project proposal and evaluate potential impacts. Staff have evaluated the subject project thoroughly and found that the project is exempt under State CEQA Guidelines Section (c), Existing Facilities which states:

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

*“Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of “existing facilities” itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use. Examples include but are not limited to:*

*Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes).”*

The Town of Paradise proposes to complete in-kind replacements of corrugated metal pipe culverts on Roe and Scottwood Roads, ahead of the 2026 Off-System Road paving operations. Erosion and corrosion have caused pipe failure. Replacement will prevent roadway damage and flooding due to the deteriorated condition of the existing culverts, and will ensure essential evacuation routes during emergencies. The existing culverts would be replaced in-kind and with equivalent sized piping and falls within the Clean Water Act Section 404(f) exemptions as “Maintenance Activities.” The removed roadway section above the replaced culvert pipe will be restored to its original condition. The project will result in no expansion of use of an existing facility. No further environmental review is necessary for this project.

Based on CEQA Section 15301(c), staff is requesting the Council to concur with and approve for filing the Notice of Exemptions with the Butte County Recorder’s Office. If approved, the environmental phase will be completed in March 2026. Construction is anticipated to be completed with the 2026 Off-System Road Rehabilitation project, slated to start in April 2026.

A draft of the Notice of Exemption for each location is attached to this staff report.

### **Financial Impact:**

The total estimated construction cost of the project with a 10% contingency is \$52,023 and will be paid from local drainage funds. The estimated expenditure breakdown by location is shown below.

#### **Estimate Construction Cost**

<b>Location</b>	<b>Estimated Cost</b>
Roe Road	\$22,869
Scottwood Road	\$29,154
<b>Total Cost</b>	<b>\$52,023</b>

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

### **Attachments:**

- A. Roe Road CEQA Notice of Exemption
- B. Project Map Location – Roe Road
- C. Scottwood Road CEQA Notice of Exemption
- D. Project Map Location – Scottwood Road

## NOTICE OF EXEMPTION

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

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

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

### DATE RECEIVED FOR FILING

Posted: \_\_\_\_\_ through \_\_\_\_\_  
(date) (date)

Project Title: **ROE ROAD CULVERT REPLACEMENT PROJECT**

Project Location: Town of Paradise, Butte County, CA. See attached project location map.

Assessor's Parcel Number(s): Town Rights of Way, Roe Road 250 LF east of Scottwood Road.

Project Description: The Town of Paradise within Butte County, California proposes to remove and replace existing 48" corrugated metal pipe culvert in-kind and restore the roadway sections above the pipe at Latitude: 39.741188, Longitude: -121.621042.

Lead Agency: Town of Paradise

Applicant: Town of Paradise, 5555 Skyway, Paradise, CA 95969

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

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

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

*The following emergency projects are exempt from the requirements of CEQA.*

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

*(C) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes);"*

The purpose of the project is to replace in-kind an existing corrugated metal pipe culvert. The project will result in no expansion of use of an existing facility. No further environmental review is necessary for this project.

By \_\_\_\_\_  
Marc Mattox, Public Works Director  
Town of Paradise

Date \_\_\_\_\_

**DECLARATION OF FEES DUE**  
(California Fish and Game Code Section 711.4)

**NAME AND ADDRESS OF LEAD AGENCY/APPLICANT:**

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

**Project: ROE ROAD CULVERT REPLACEMENT PROJECT**

**CLASSIFICATION OF ENVIRONMENTAL DOCUMENT:**

1. **NOTICE OF EXEMPTION/STATEMENT OF EXEMPTION**  
☒ A. **Statutorily or Categorically Exempt**  
**\$50.00 (Fifty Dollars) Butte County Clerk's Filing Fee**
  
2. **NOTICE OF DETERMINATION - FEE REQUIRED**  
☐ A. **Negative Declaration**  
**\$2,968.75 State Filing Fee**  
**\$50.00 Butte County Clerk's Filing Fee**  
  
☐ B. **Mitigated Negative Declaration**  
**\$2,968.75 State Filing Fee**  
**\$50.00 Butte County Clerk's Filing Fee**  
  
☐ C. **Environmental Impact Report**  
**\$4,123.50 State Filing Fee**  
**\$50.00 Butte County Clerk's Filing Fee**
  
3. ☐ **OTHER (Specify) General Rule Exemption**  
**\$50.00 Butte County Clerk's Filing Fee**

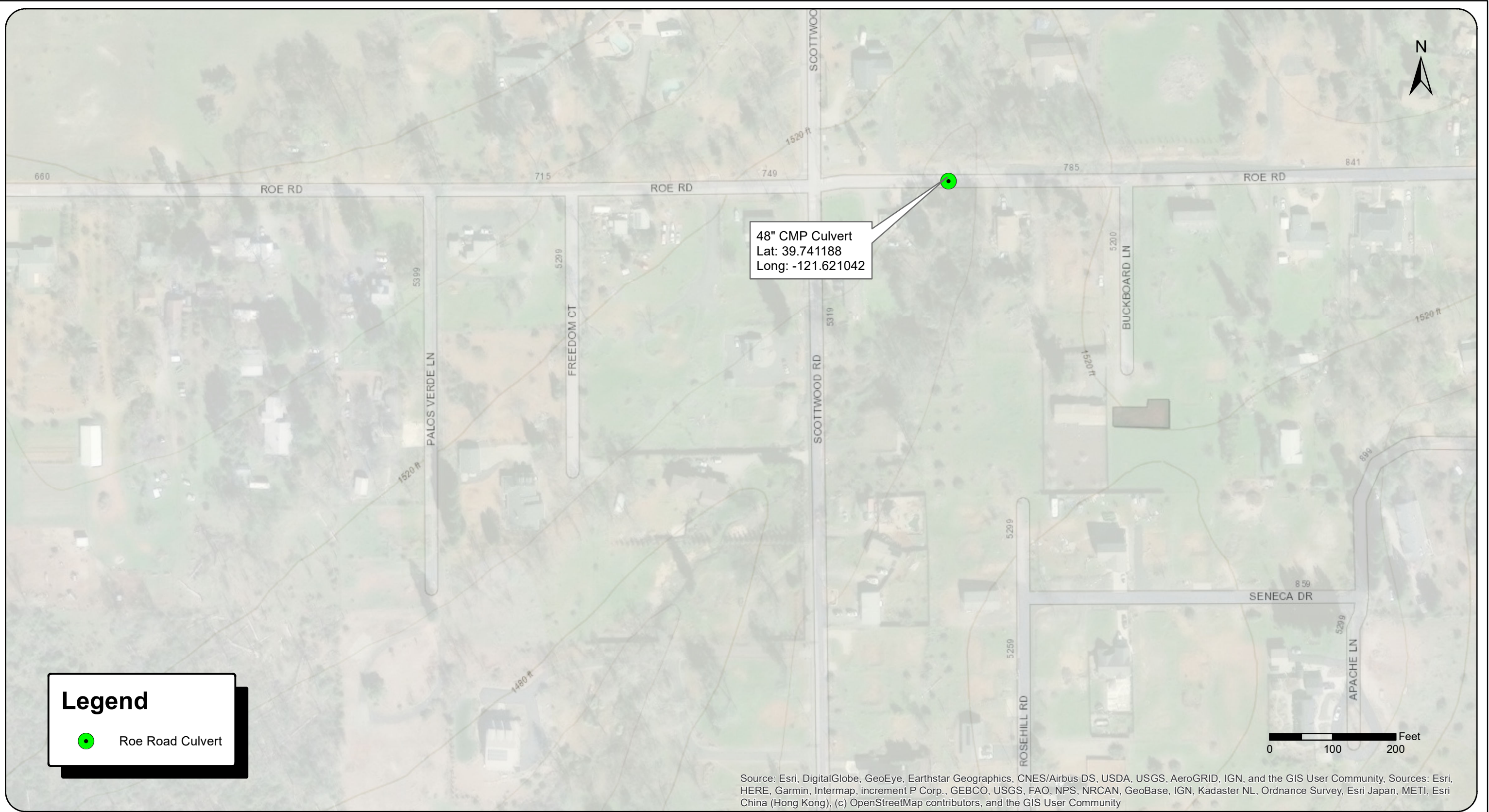
THREE COPIES OF THIS FORM MUST BE COMPLETED AND SUBMITTED WITH ALL ENVIRONMENTAL DOCUMENTS FILED WITH THE BUTTE COUNTY CLERK'S OFFICE.

ALL APPLICABLE FEES MUST BE PAID AT THE TIME OF FILING ANY ENVIRONMENTAL DOCUMENTS WITH THE BUTTE COUNTY CLERK'S OFFICE.


THE \$50.00 HANDLING FEE IS REQUIRED PER FILING IN ADDITION TO THE FILING FEE SPECIFIED IN FISH AND GAME CODE SECTION 711.4(d).

MAKE CHECKS PAYABLE TO COUNTY OF BUTTE.





**Legend**

 Roe Road Culvert



**TOWN OF PARADISE**  
PUBLIC WORKS DEPARTMENT  
5555 Skyway Road  
Paradise, California 95969

**MAINTENANCE CULVERT  
REPLACEMENT PROJECT  
ROE ROAD**

**PROJECT  
LOCATION  
MAP**  
J ERDAHL  
DECEMBER 2025

## NOTICE OF EXEMPTION

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

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

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

### DATE RECEIVED FOR FILING

Posted: \_\_\_\_\_ through \_\_\_\_\_  
(date) (date)

Project Title: **SCOTTWOOD ROAD CULVERT REPLACEMENT PROJECT**

Project Location: Town of Paradise, Butte County, CA. See attached project location map.

Assessor's Parcel Number(s): Town Rights of Way, Scottwood Road

Project Description: The Town of Paradise within Butte County, California proposes to remove and replace existing 36" corrugated metal pipe culvert in-kind and restore the roadway sections above the pipe at Latitude: 39.739944, Longitude: -121.621989.

Lead Agency: Town of Paradise

Applicant: Town of Paradise, 5555 Skyway, Paradise, CA 95969

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

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

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

*The following emergency projects are exempt from the requirements of CEQA.*

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

*(C) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes);"*

The purpose of the project is to replace in-kind an existing corrugated metal pipe culvert. The project will result in no expansion of use of an existing facility. No further environmental review is necessary for this project.

By \_\_\_\_\_  
Marc Mattox, Public Works Director  
Town of Paradise

Date \_\_\_\_\_

**DECLARATION OF FEES DUE**  
(California Fish and Game Code Section 711.4)

**NAME AND ADDRESS OF LEAD AGENCY/APPLICANT:**

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

**Project: SCOTTWOOD ROAD CULVERT REPLACEMENT PROJECT**

**CLASSIFICATION OF ENVIRONMENTAL DOCUMENT:**

1. **NOTICE OF EXEMPTION/STATEMENT OF EXEMPTION**  
☒ A. **Statutorily or Categorically Exempt**  
**\$50.00 (Fifty Dollars) Butte County Clerk's Filing Fee**
  
2. **NOTICE OF DETERMINATION - FEE REQUIRED**  
☐ A. **Negative Declaration**  
**\$2,968.75 State Filing Fee**  
**\$50.00 Butte County Clerk's Filing Fee**  
  
☐ B. **Mitigated Negative Declaration**  
**\$2,968.75 State Filing Fee**  
**\$50.00 Butte County Clerk's Filing Fee**  
  
☐ C. **Environmental Impact Report**  
**\$4,123.50 State Filing Fee**  
**\$50.00 Butte County Clerk's Filing Fee**
  
3. ☐ **OTHER (Specify) General Rule Exemption**  
**\$50.00 Butte County Clerk's Filing Fee**

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MAKE CHECKS PAYABLE TO COUNTY OF BUTTE.





**TOWN OF PARADISE**  
PUBLIC WORKS DEPARTMENT  
5555 Skyway Road  
Paradise, California 95969

**MAINTENANCE CULVERT  
REPLACEMENT PROJECT  
SCOTTWOOD ROAD**

**PROJECT  
LOCATION  
MAP**  
J ERDAHL  
DECEMBER 2025



**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 2(h)**

**ORIGINATED BY:** Marc Mattox, Director of Public Works  
**REVIEWED BY:** Michael O'Brien, Interim Town Manager  
**SUBJECT:** CDBG-DR Infrastructure Urgent Need Resolution  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Consider adopting Resolution No. 2026-\_\_, "A Resolution of the Town Council of the Town of Paradise Approving an Application for Funding and the Execution of a Standard Agreement and any Amendments Thereto, and Certain Related Loan or Grant Documents and any Amendments Thereto, Related to the Award Made Pursuant to the Application Authorized by this Resolution Submitted in Response to a Direct Award."

**Background:**

On January 27, 2020, United States Department of Housing and Urban Development (HUD) published Federal Register Notice 85 FR 4681 allocating \$1,017,399,000 in CDBG-DR funding, related to the Federal Emergency Management Agency (FEMA) Major Disaster Declarations DR-4382 from July to September 2018 and DR-4407 in November 2018. The California Department of Housing and Community Development (HCD) is the grantee responsible for administering the CDBG-DR funds allocated to the State of California. CDBG-DR supports the State of California's unmet recovery needs related to the Federal Emergency Management Agency (FEMA) Major Disaster Declaration DR-4382 from July to September 2018 and DR-4407 in November 2018.

Recognizing unmet infrastructure recovery needs, related to DR-4382 from July to September 2018 and DR-4407 in November 2018, HCD allocated \$317,428,488 of the CDBG-DR funding to the Disaster Recovery Infrastructure Program (DR-Infrastructure). DR-Infrastructure projects are funded to assist with meeting the unmet infrastructure needs of local communities. This program provides funding for FEMA Public Assistance (PA) match projects, FEMA Hazard Mitigation Grant Program (HMGP) match projects, other non-FEMA match projects, and stand-alone projects identified by local communities impacted by DR-4382 or DR-4407.

On February 8, 2022, Paradise Town Council adopted Resolution No. 2022-12, a resolution of the Town Council of the Town of Paradise declaring certain projects critical to Camp Fire recovery with unfunded needs for consideration in the CDBG-DR Infrastructure Program (DR-4407).

On August 19, 2022, the Town of Paradise was formally notified by California Housing and Community Development that of the \$317M made available for allocations, the Town would be recipients of \$199,592,735.75 for implementation of identified projects in the program.

On September 15, 2022, The Town of Paradise Town Council approved a proposed Action Plan for the allocation of funding received through the CDBG-DR Infrastructure Program.

On October 11, 2022, the Town of Paradise adopted a specific resolution relating to the \$199,592,735.75 allocation for various infrastructure projects.

On December 13, 2022, The Town of Paradise approved a proposed Action Plan Amendment 1 for the allocation of funding received through the CDBG-DR infrastructure Program.

On January 9, 2024, The Town of Paradise approved a proposed Action Plan Amendment 2 for the allocation of funding received through the CDBG-DR infrastructure Program.

On April 8, 2025, The Town of Paradise approved a proposed Action Plan Amendment 3 for the allocation of funding received through the CDBG-DR infrastructure Program.

On January 13, 2026, The Town of Paradise approved a proposed Action Plan Amendment 4 for the allocation of funding received through the CDBG-DR infrastructure Program.

**Analysis:**

Due to an increase in funding in the CDBG-DR Infrastructure program an updated authorizing resolution is required.

As a component of the administration of CDBG-DR Infrastructure funding, the Town of Paradise is required to adopt a resolution for specific items including designation of authorized staff to enter into, execute, and deliver agreements and any and all subsequent amendments, thereto, with the State of California.

**Financial Impact:**

The aggregate amount of funding allocated to the Town of Paradise has increased from \$199,592,735.75 to \$225,000,000.00.

**Attachments:**

- A. Resolution

**TOWN OF PARADISE  
RESOLUTION NO. 2026-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A  
STANDARD AGREEMENT AND ANY AMENDMENTS THERETO, AND  
CERTAIN RELATED LOAN OR GRANT DOCUMENTS AND ANY  
AMENDMENTS THERETO, RELATED TO THE AWARD MADE PURSUANT  
TO THE APPLICATION AUTHORIZED BY THIS RESOLUTION SUBMITTED  
IN RESPONSE TO A DIRECT AWARD**

**BE IT RESOLVED** by the Town Council, the “Governing Body,” of the Town of Paradise, the “Applicant,” as follows:

**SECTION 1:**

The Governing Body has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$225,000,000.00, in response to the CDBG-DR 2018 CDBG-DR Infrastructure (DR-INF) direct award issued from the California Department of Housing and Community Development (the “Department”).

**SECTION 2:**

The Applicant acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

**SECTION 3:**

The Town Council hereby authorizes and directs the Town Manager or designee, Public Works Director/Town Engineer, to enter into, execute, and deliver the Standard Agreement and any and all subsequent amendments, thereto, with the State of California for the purposes of the Grant.

**SECTION 4:**

The Governing Body hereby authorizes and directs the Town Manager (the “Application Authorized Signer”), or Designee, Public Works Director/Town Engineer (the “Application Designated Signer”) to execute and deliver all applications and act on the Applicant’s behalf in matters pertaining to all such applications.

**SECTION 5:**

If an application is approved, the Governing Body hereby authorizes and directs the Town Manager (the “Standard Agreement Signer”), or Designee, Public Works Director/Town Engineer (the “Standard Agreement Designated Signer”) to enter info, execute and deliver any and all agreements deemed necessary or appropriate by the Department, including but not limited to the Department’s Standard Agreement and any amendments thereto, and any and all other documents necessary or appropriate to evidence or secure the



funding to be received by Applicant, and any and all subsequent amendments thereto (collectively, the "Award Documents").

If the Authorized Signer in this Section 4 is not the mayor, the pursuant to Government Code 40601 and 40602, the Governing Body must attach its applicable ordinance designating that this Standard Agreement Authorized Signer has the authority on behalf of the mayor. The applicable ordinance is #2.40.070.

**SECTION 6:**

If an application is approved, the Governing Body hereby authorizes and directs the Town Manager (the "Funds Request Signer"), or Designee Public Works Director/Town Engineer (the "Funds Request Designated Signer") to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 10<sup>th</sup> day of February 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

By: \_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

\_\_\_\_\_  
Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

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

**STATE OF CALIFORNIA**  
Town of Paradise

I, Melanie Elvis, Town Clerk of the Town of Paradise, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted at a duly passed and adopted on the date stated thereon and that said Resolution has not been amended, modified, repealed, or rescinded since the date of adoption and is in full force and effect as of this date, February 10, 2026.

---

Melanie Elvis, Town Clerk of the Town of Paradise,  
State of California

By: \_\_\_\_\_  
Name and Title\*

#### **2.04.070 - Powers and duties.**

The town manager shall be the administrative head of the government of the town under the direction and control of the town council, except as otherwise provided in this chapter. He shall be responsible for the efficient administration of all the affairs of the town which are under his control. In addition to his general powers as administrative head, and not as a limitation thereon, it shall be his duty and he shall have the powers

set forth in Sections 2.04.080 through 2.04.210. (Ord. 81 § 1 (part), 1983: Ord. 58 § 8 (part), 1982)



**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 2(i)**

**ORIGINATED BY:** Colin Nelson, Capital Projects Manager  
**REVIEWED BY:** Marc Mattox, Director of Public Works  
**SUBJECT:** Paradise Sewer Project, Subsurface investigation CEQA Determination; Categorical Exemption  
**LONG TERM RECOVERY PLAN:** Yes, Tier 1, Sewer Project  
**COUNCIL ACTION REQUESTED:**

1. Concur with Staff recommendation to file CEQA Notice of Exemption for Subsurface Investigation work to support Collection System design and Wastewater Treatment Facility site selection.

**Background:**

The Town of Paradise has long sought a centralized wastewater treatment solution to address failing septic systems, protect groundwater, and support commercial and multi-family development. Following the 2018 Camp Fire, the need for essential infrastructure has become critical to the Town's recovery and long-term resilience.

In 2022, the Town secured approximately \$30 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) Planning funds to advance environmental review, design, right-of-way, and permitting for the Paradise Sewer Project. HDR was retained as the Town's Owner's Agent, and Carollo Engineers was selected as the design engineer for the collection system and the proposed Wastewater Treatment Facility (WWTF).

On January 21, 2025, Town Council directed staff to modify the project approach from a regional connection to the City of Chico to a locally operated wastewater treatment facility and to evaluate phased implementation strategies. On August 14, 2025, Council selected a preferred alternative consisting of a hybrid gravity and low-pressure collection system and a local WWTF utilizing aerated lagoons with land-based effluent disposal.

To advance final design and select a WWTF site, the project team must conduct subsurface investigations, including geotechnical testing, environmental site assessments, and utility potholing. These activities are limited to data collection and are subject to review under the California Environmental Quality Act (CEQA).

**Analysis:**

The current phase of the Paradise Sewer Project is environmental review and preliminary design development. In order to complete collection system design and select a site for the proposed Wastewater Treatment Facility (WWTF), the project team must conduct limited subsurface



investigations. These activities include geotechnical borings, test pits, percolation testing, environmental site assessments (Phase I and Phase II), seismic refraction surveys, and utility potholing within the proposed project alignment and at candidate WWTF sites.

The purpose of the subsurface investigation work is solely to collect geotechnical, environmental, and utility data to inform project design and site selection. This action does not approve construction of the sewer system or WWTF, nor does it commit the Town to a specific project alternative.

Staff has reviewed the scope of the proposed subsurface investigations and determined that the activities qualify for a Class 6 categorical exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15306. Class 6 exemptions apply to basic data collection, research, and resource evaluation activities that do not result in a serious or major disturbance to an environmental resource and are undertaken for information-gathering purposes prior to project approval.

The proposed work consists of a limited number of small-diameter borings and shallow test pits, temporary potholes to locate existing utilities, and surface soil sampling. Each investigation location would disturb only a small area, and all boreholes and test pits would be backfilled and restored upon completion. Work will be conducted within existing roadways, disturbed areas, or previously developed sites to the extent feasible, and will comply with Town encroachment permit requirements, traffic control standards, and applicable safety regulations.

CEQA Guidelines Section 15300.2 identifies exceptions under which a categorical exemption cannot be used. Staff has evaluated each exception and determined that none apply to this project for the following reasons:

- **Location (Sensitive Environmental Resources):** Environmentally sensitive areas, including biological and cultural resource locations, have been identified on the project maps. Subsurface investigation activities will avoid these areas, and no work will occur within mapped environmentally sensitive zones. Therefore, the project will not impact resources of hazardous or critical concern.
- **Cumulative Impact:** There are no other projects of the same type occurring in the same locations that would result in a significant cumulative environmental impact. The proposed investigations are limited, temporary, and not part of a series of successive similar actions.
- **Significant Effect (Unusual Circumstances):** There is no reasonable possibility that the proposed activities would result in a significant environmental effect due to unusual circumstances. The work involves minor surface disturbance, is temporary in nature, and will be restored following completion.
- **Scenic Highways:** No portion of the project is located within or adjacent to a highway designated as a State Scenic Highway.
- **Hazardous Waste Sites:** The project is not located on a site included on any list compiled pursuant to Government Code Section 65962.5.
- **Historical Resources:** The project will avoid known cultural and historical resource areas. In the event that previously unknown resources are encountered, work will cease and appropriate discovery protocols will be implemented.

Based on the limited scope of disturbance, the temporary nature of the work, and the avoidance of environmentally sensitive areas, staff finds that the proposed subsurface investigation activities meet the requirements for a Class 6 categorical exemption under CEQA and that none of the exceptions set forth in CEQA Guidelines Section 15300.2 apply.

**Financial Impact:**

The subsurface investigation work described in this action is already included within the scope of services and budget authorized by Town Council under existing agreements with Carollo Engineers for the Wastewater Treatment Facility design and the Collection System design.

All costs associated with the geotechnical investigations, environmental site assessments, and utility potholing are funded through the Town's \$30 million Community Development Block Grant – Disaster Recovery (CDBG-DR) Infrastructure Planning grant. These activities are part of the previously approved design contracts supported by this grant funding.

No additional appropriations or budget amendments are required as a result of this action.

**Notice of Exemption****Appendix E**

**To:** Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk

County of: Butte

155 Nelson Avenue

Oroville, CA 95965

**From:** (Public Agency): Town of Paradise  
5555 Skyway  
Paradise, CA 95969

(Address)

Project Title: Paradise Sewer System Geotechnical and Other Investigations

Project Applicant: Town of Paradise

Project Location - Specific:

Town of Paradise and adjacent unincorporated Butte County

Project Location - City: Paradise Project Location - County: Butte

Description of Nature, Purpose and Beneficiaries of Project:

The project would conduct geotechnical and other investigations of proposed sites for a wastewater treatment plant and collection pipelines. The investigations would include test borings at the proposed sites, along with an Initial Site Assessment, soil sampling, and utility potholing. The information obtained would be used for the design and eventual construction of a sewer system for the Town of Paradise, which currently has no such system. See attachment for project details.

Name of Public Agency Approving Project: Town of Paradise

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

Exempt Status: **(check one):**

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: Class 6, Sec. 15306

☐ Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:

The project is geotechnical and utility investigations, including test borings, soil samplings, and utility potholings, of proposed sites for a sewer system in Paradise that includes a wastewater treatment plant and collection pipelines. The borings, samplings, and potholings are part of data gathering for the design and eventual construction of the sewer system. These activities would disturb only a limited area of land, both at the activity sites and overall. Environmentally sensitive areas containing biological and cultural resources would be avoided. See attachment for description of proposed activities.

Lead Agency

Contact Person: \_\_\_\_\_ Area Code/Telephone/Extension: \_\_\_\_\_

**If filed by applicant:**

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_

## Attachment – Project Description

### Paradise Sewer Project Geotechnical and Other Investigations

The Town of Paradise (Town) proposes to construct and operate a new sewer system, which would include a new Wastewater Treatment Facility (WWTF) and a collection system within the Town. The proposed sewer project is being evaluated under a separate and comprehensive California Environmental Quality Act (CEQA) analysis; however, the Town proposes to complete necessary subsurface geotechnical investigations, along with an Initial Site Assessment (ISA) and Phase II testing and utility potholing to inform site selection and support establishing design criteria.

The geotechnical investigations, ISA, and potholing would occur in locations of the proposed facilities, including the Collection System and the WWTF. Specific activities proposed within each of these components that have potential impacts on the physical environment are described below.

#### **Collection System**

##### *Geotechnical Investigations*

Geotechnical subsurface explorations and sample testing would be performed along the pipeline alignments to characterize their soil properties. These explorations would classify soil type; determine rock hardness; measure groundwater depth, if observed; and analyze corrosiveness. These factors would inform the design of the pipeline and possible actions to implement during installation.

Prior to starting field work, a pre-investigation would include reviewing existing geotechnical/geologic information, conducting a geotechnical desktop study, and reviewing soil/rock/groundwater information obtained for the project. The exploration program would consider access, traffic control, and geologic conditions. Underground Service Alert (USA North 811) would be completed, and access to exploration locations would be determined. Permits would be obtained from Butte County Environmental Health for borings and wells, and encroachment permits for borings within/adjacent to the public right-of-way would be obtained from Butte County and the Town of Paradise, depending on the jurisdiction affected.

The Town proposes up to 30 borings to assess the subsurface soil and groundwater conditions along the alignments indicated in **Figure 1**. The borings would include:

- 25 borings along the pipeline from the downtown collection system to the WWTF location.

- 5 borings along the collection system alignment downtown.

The exploratory borings would be conducted at approximately 700- to 1,000-foot intervals along the collection system pipeline alignments, to depths of approximately 15 to 30 feet or until refusal. Soil cuttings from auger borings would be stored in 55-gallon drums and tested for soil contamination. Soil drums would be stored on Town-owned property while testing is performed. Once soil testing is complete, the soil would be legally disposed.

Up to 15 seismic refraction surveys would be conducted in areas where shallow hard rock is expected (i.e., less than 10 feet below ground surface). The seismic refraction survey measures acoustic velocity, which can be correlated to primary wave velocities, which would be used to estimate how excavatable the area would be.

Pre-investigation and permitting are anticipated to begin in the winter/spring of 2026 upon approval of this CEQA categorical exemption. Subsurface explorations are anticipated to begin in spring 2026 after the pre-investigation.

#### *Initial Site Assessment*

The ISA serves to determine if the proposed collection system pipeline footprint crosses through areas of contaminated soil that require special handling and disposal during construction. The Phase I ISA would be conducted to identify evidence of Recognized Environmental Conditions (RECs) within or adjacent to the proposed project alignment, and evaluate if these conditions have the potential to impact the project design or implementation costs. The Phase I ISA would be performed according to ASTM E1527-21 and California Department of Transportation (Caltrans) standards.

Phase II environmental soil sampling would be conducted along approximately 24,000 lineal feet of surface roadway. Soil samples would be collected from up to 27 sample locations (see **Figure 1**) and tested for the presence of hazardous materials. Sample locations would be spaced approximately 1,000 feet apart on alternating sides of the roadway. At each sample location, soil samples would be collected from approximately 0 to 6 inches, 12 to 18 inches, and 24 to 30 inches below ground surface. Samplers would collect samples using a hand auger (no power equipment) and decontaminate the sampling equipment between sample locations.

It is assumed that at least some of the existing concrete sidewalks, gutters, and curbing would be impacted by the sewer piping installation. Up to 10 samples of concrete along the project alignment would be collected and analyzed for asbestos.

It is anticipated that the Phase I ISA process would begin in winter or spring 2026 after the approval of this categorical exemption and the Phase II process would begin in summer

2026, with results feeding into the ongoing Paradise Sewer Project design and environmental clearance.

### *Utility Potholing*

Utility potholing is performed to measure vertical depth of existing utility pipelines and to record existing pipe parameters (e.g., size, material, crossing direction) where existing utilities are crossing the proposed collection system pipeline alignment. The Town would complete up to 100 utility potholes along the project alignment down to the proposed Skyway South WWTF site. Potholing would occur where existing utilities cross the proposed sewer pipeline alignment. Efforts would include identifying the utility type as marked by USA, location, depth, size, and material type. Work would be performed in batches as potholing progresses.

It is assumed that individual potholes would be no greater than 10 feet below surface. It is further assumed that average utility depth would be 5 feet. A surveyor would survey pothole locations marked by the pothole crew and record the depth indicated. Six site visits are assumed for pothole surveys.

Utility potholing is expected to begin in fall 2026.

### **Wastewater Treatment Facility (WWTF)**

There are currently two proposed WWTF sites as shown on **Figure 2**: one outside the western Town limits south of the Skyway (Skyway South), and the other partially within and partially outside of the western Town limits along the Skyway (Skyway Crossroads). Geotechnical investigations at both sites would aid in the selection of a site. The ISA and utility potholing, if necessary, would occur only at the site selected for WWTF construction. Environmentally sensitive areas would be avoided on both WWTF sites.

### *Geotechnical Investigations*

#### **Preliminary Geotechnical Investigations at Potential WWTF Sites**

Proposed geotechnical investigations at the Skyway South and Skyway Crossroads WWTF sites would each include:

- Up to 4 seismic refraction surveys to further define bedrock depths at the potential treatment facility (up to 8 total at both sites).
- Up to 6 test pits using a backhoe up to 15 feet deep or until refusal is reached to classify subsurface soils and rock (up to 12 total at both sites).
- Up to 4 percolation tests between 5 to 10 feet deep to determine infiltration rates (up to 8 total at both sites).

Underground utilities would be marked prior to field visits. The overburden soil would be classified, thickness measured, and samples collected for lab testing that would be completed on select samples. Soil cuttings from auger borings and/or soil from test pits would be stored in 55-gallon drums and tested for soil contamination. Soil drums would be stored either at the site (pending property owner approval) or on Town-owned property while testing is performed. Once soil testing is complete, soil would be legally disposed.

A prepared study would provide the results of the geotechnical investigations. The results would be incorporated directly into the Paradise Sewer Project design and environmental review processes. Upon completion of the study, a WWTF site would be selected for further investigation.

The Preliminary Geotechnical Study process, including field review observations and study preparation, is scheduled to begin in winter 2026 after approval of this CEQA categorical exemption.

#### Geotechnical Investigations at Selected WWTF Site

Upon selection of the WWTF site by Town staff, the following additional field investigations would be conducted to obtain additional site-specific design parameters:

- 8 seismic refraction surveys to further define bedrock depths.
- 6 test pits using a backhoe up to 15 feet deep or until refusal is reached to classify subsurface soils and rock.
- 4 percolation tests between 5 to 10 feet deep to determine infiltration rates.
- 5 borings between 5 and 20 feet deep near the proposed WWTF structures.

The overburden soil would be classified, thickness measured, and samples collected for lab testing (to be completed on select samples). Seismic parameters per the California Building Code would be established.

The field investigations are scheduled to begin in spring 2026.

#### *Initial Site Assessment*

As with the Collection System, the ISA would determine if the selected WWTF site contains areas of contaminated soil that require special handling and disposal during construction. The Phase I ISA would be conducted to identify evidence of RECs within the WWTF site, and evaluate if these conditions have the potential to impact the project design or implementation costs. The ISA would be performed according to ASTM E1527-21 and Caltrans standards.

Phase II environmental soil sampling would be conducted at the selected WWTF site at locations determined by the ISA.

#### *Utility Potholing*

If existing underground utilities are encountered at the selected WWTF site, up to five potholes may be completed to further characterize the utilities. Potholing on the WWTF site would be conducted in a similar manner to potholing in the Collection System area.

#### **Justification for Categorical Exemption**

CEQA Guidelines, Section 15306, describes the Class 6 categorical exemption. Class 6 consists of basic data collection, research, experimental management, and resource evaluation activities, which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.

The purpose of the project is to gather geotechnical and other information that would be used for the design of a proposed Town of Paradise sewer system. The Town has not yet adopted a final plan for this sewer system, as its final design is dependent on information to be gathered by this project. The proposed borings, soil samplings, and utility potholing would occur only at specific locations. Individually and collectively, these activities would not disturb substantial areas of land and therefore would not generate significant environmental impacts.

CEQA Guidelines, Section 15300.2(a), notes there are exceptions to the use of a categorical exemption, with one exception specific to the Class 6 exemption. These exceptions are listed below, along with the reasons why these exceptions would not apply to this Class 6 categorical exemption:

- *Location on Which a Project Is Proposed Is a Particularly Sensitive Environment.* If a project may impact an environmental resource of hazardous or critical concern, where it is designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies, then the Class 6 exemption would not apply.

Environmentally sensitive areas are identified on **Figure 2**. These are areas where initial surveys found either biological or cultural resources that should be avoided at this time, as they are potentially protected by federal, state, or local statutes and regulations. Activities associated with the project would not be conducted within these environmentally sensitive areas. Therefore, the Class 6 categorical exemption would remain applicable to this project.



- *Cumulative Impact.* All exemptions are inapplicable when the cumulative impact of successive projects of the same type in the same place is significant over time. There are no other projects of the same type that would occur in the Town of Paradise. Therefore, no cumulative impact is associated with this project.
- *Significant Effect.* A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant impact on the environment due to unusual circumstances. As noted, the project would have minimal impact at each activity site. Also, as discussed above, the project would avoid designated environmentally sensitive areas. No unusual circumstances were identified that could lead to a significant environmental impact by the project.
- *Scenic Highway.* A categorical exemption shall not be used for a project that may result in damage to scenic resources, within a highway officially designated as a State Scenic Highway. No such highways have been designated in the project area.
- *Hazardous Waste Sites.* A categorical exemption shall not be used for a project located on a site that is included on any list compiled pursuant to Government Code Section 65962.5. No such sites were identified within the project area.
- *Historical Resources.* A categorical exemption shall not be used for a project that may cause a substantial adverse change in the significance of a historical resource. As discussed above, the project would avoid designated environmentally sensitive areas, which include cultural resource sites.

### **Summary**

The project proposes to gather geotechnical and other information for the purpose of designing and ultimately constructing the Town of Paradise sewer system. Activities associated with the project, such as borings, soil sampling, and potholing, would not cause significant environmental impacts and would avoid designated environmentally sensitive areas. No exceptions to the use of this categorical exemption were identified. Therefore, this project meets the requirements for a Class 6 categorical exemption under CEQA.

**Core Collection System - Phase 1**

**Skyway Crossroads (See Figure 2)**

**Skyway South (See Figure 2)**

**Skyway North**

**Skyway Crossroads**

**Legend:**

- Proposed WWTF Sites
- Core Collection System - Phase 1
- Core Collection System
- Town of Paradise Limits
- Extended Collection System
- Areas for Potential Subsurface Investigation (Geotechnical Borings, Soil Samples, and Potholing)

**CONCEPTUAL SUBSURFACE INVESTIGATION SITE PLAN COLLECTION SYSTEM**

**PARADISE SEWER PROJECT**

**Scale:**

0 0.15 0.3 Miles

0 0.35 0.7 Kilometers

**North Arrow**

**Inset Map:**

Chico

Paradise

Butte

Magalia

99

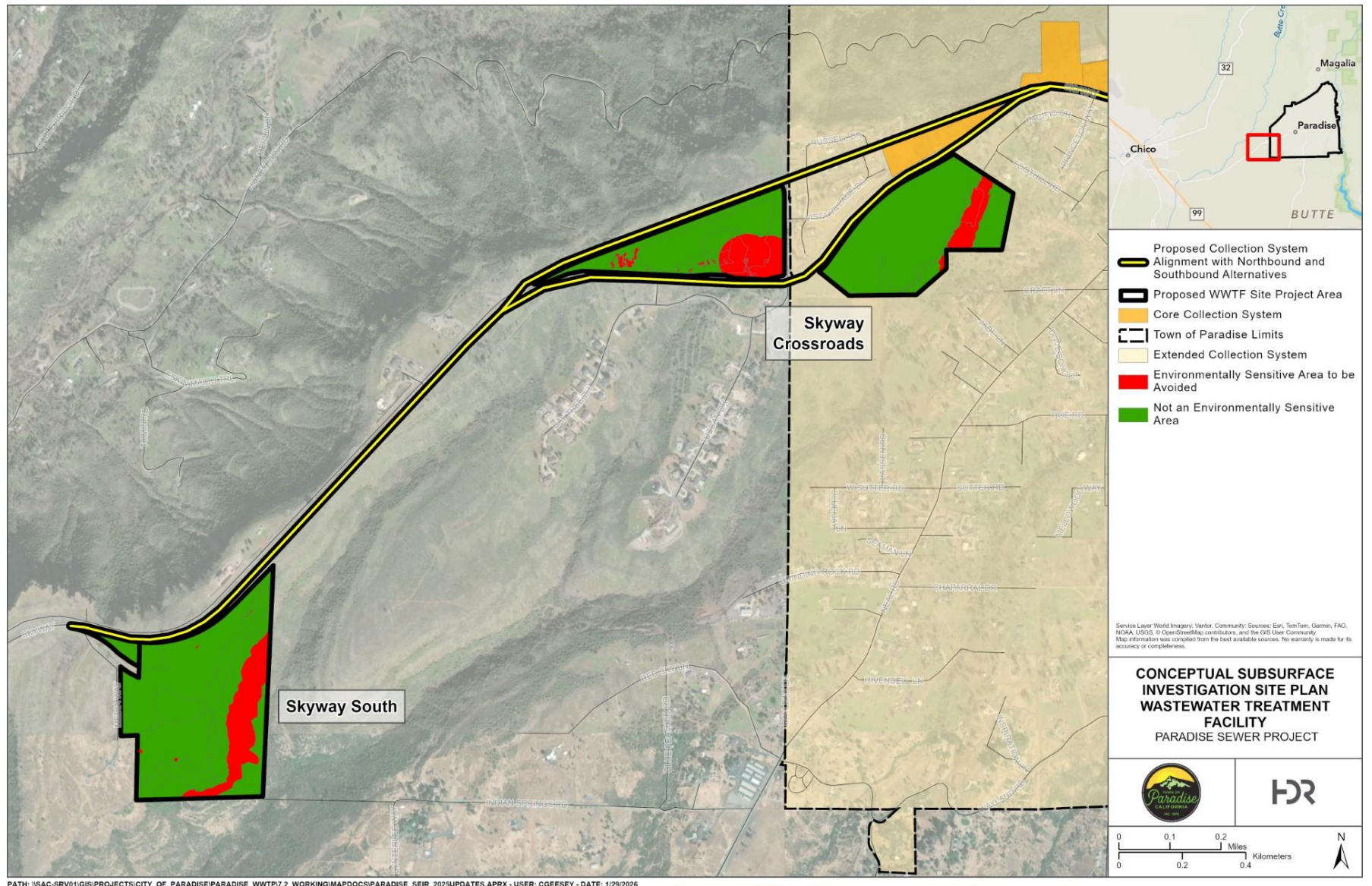
32

Butte Co.

**Source:** Large World Imagery; Vector Community; Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community. Map information was compiled from the best available sources. No warranty is made for its accuracy or completeness.



Figure 2 – Conceptual Subsurface Investigation Site Plan – Wastewater Treatment Facility





**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 6(a)**

**ORIGINATED BY:** Eric Reinbold, Police Chief  
**REVIEWED BY:** Michael O'Brien, Interim Town Manager  
**SUBJECT:** Drones as First Responders (DFR) – Sole Source  
**LONG TERM RECOVERY PLAN:** No.

**COUNCIL ACTION REQUESTED:**

1. Consider adopting Resolution No. 2026- \_\_\_\_, "A Resolution of the Town Council of the Town of Paradise Making Findings Concerning a Sole Vendor for Entering into Contract with BRINC Drones as First Responders (DFR) Services – Sole Source. (ROLL CALL VOTE)

**Background:**

The Paradise Police Department is committed to providing timely and efficient service to our citizens and guests to our community.

As our community continues to grow, the Town of Paradise police services have also increased to match the needs of its citizens. The Town of Paradise incorporates just over 18 square miles. Due to the many canyons and gullies, it can take a police officer more than 10 minutes from one end of town to the other when responding to calls for service or assisting another officer. Our current staffing levels are quickly used up on one or two incidents (depending on the level of danger and risk).

In the year 2023, the Paradise Police department logged 11,313 calls for service. In the year 2024, the Paradise Police department logged 14,710 calls for service. This past year, 2025, The Paradise Police Department Dispatch logged 16100 calls for service. This is where drones as first responders (DFR) can assist.

Within the Town of Paradise, it takes emergency resources upwards of 10 minutes to cross town. With the use of DFRs, remote observers can have eyes on an incident within two minutes, anywhere in town. That means quicker and more accurate intel for responding units. Furthermore, with this rapid intel, decision makers can better assess what resources are needed.

There are many vendors offering DFR service, but only one can deliver what our community needs. BRINC was founded by a young engineer that wanted to build lifesaving technology for first responders. Motivated by the tragic events of the 2017 Las Vegas mass casualty incident, Blake Resnick felt compelled to create tools and resources that would allow responding first responders the ability to reduce risk and increase safety. Additionally, BRINC is committed to building US made products, keeping in line with federal policies and forecasts.

Here are a few benefits the BRINC DFR program can bring:

- *Faster Response Time:* Drones can be deployed and on scene within two minutes
- *Provide Advance Situational Awareness:* Because the response time is improved, lifesaving observations can be made prior to boots on the ground
- *Promote Officer and Community Safety:* Because officers have early observations, they can proceed safer and more aware of the situation.
- *Help to De-Escalate Situations:* Due to the advanced intel, decision makers can deploy other resources and tools quicker to create a safer environment for both responding assets and community members
- *Serve as a Force Multiplier:* DFR programs allow agencies to be more efficient. It's reported that 25% of incidents in which a drone is dispatched, no ground units are needed, and freeing personnel to answer other needs.
- *Support Investigations and Prosecutions:* In many cases, the teleoperator is able to observe things prior to officers arriving on scene that support the case for prosecution.
- *Provide Cost-Effective Air Support:* It can cost millions of dollars to purchase a single police helicopter, with maintenance, fuel, and pilot costs driving the price of operating these vehicles even higher. Helicopter fuel alone costs hundreds of dollars per hour. In contrast, even small police departments can purchase and operate a drone for a relative pittance.
- *Support Beyond Policing:* DFR programs can assist with fire emergencies by providing live stream imagery of the situation. This valuable intel will equip fire commanders with the information needed to assess what type of response is needed. This can reduce costs associated with deploying large apparatuses and equipment that are not needed. Additionally, public works can take advantage of the real time video feed to determine what resources are needed for road hazards like fallen trees.

BRINC is offering the Town of Paradise a 365-day, free trial of their product. They are committed to building the system needed for our community, allowing us to test-drive it for a year, and then decide whether we want to move forward with their solution, at no-cost to the Town.

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

- B. When the commodity can be obtained from only one vendor. A commodity shall be considered obtainable only from one vendor when only one vendor offers it for sale, lease or rental, or when only one vendor is able to do so within the time frame and/or under the terms and conditions which reasonably meet the needs of the town, or when there is a sole distributor or manufacturer of a product or service such that there is no acceptable substitute within a specific geographical area
- C. When the professional services are unique and not appropriate for competitive bidding
- G. When computer software is required for a specific town service or activity and its selection is evaluated and determined by the purchasing officer based on the software being the most effective solution for the service or activity.

#### **Analysis:**

Staff propose to use a sole-source justification to accept BRINC's 365-day, free trial agreement. This agreement to the free trial also locks in a proposed cost for a five-year contract with BRINC. If, at the end of the trial period, the Town decides that this technology/resource isn't feasible, then

BRINC will hold the Town harmless and remove their system at no cost. If, on the other hand, the Town decides to move forward with BRINC, then the Town will enter into a five-year contract agreement for BRINC's DFR system.

When considering the best solution for the Paradise Police Department, and the community it serves, we analyzed the following components:

- Costs – In attempts to compare apples to apples, we received initial quotes ranging from \$50,000 - \$100,000, annually.
  - Though BRINC is at the top of these proposals, they provide the most comprehensive proposal.
- American Made – Only BRINC provided a system/package that was US made.
- Requires Certain Technology – The software used to manage this technology offers far better resources and tools to ensure that first responders have what they need, when they need it.
  - Unique to BRINC, they utilizes cell tower transmissions with an RF back haul system to ensure that their technology never loses connection, even if cell coverage is lacking.

Based on Paradise Municipal Code Section 2.45.070 B, C and G, staff propose to proceed with accepting this free trial from this vendor without competitive bids. After researching available products and services, staff is completely satisfied there are no other vendors who could provide such a robust system at this price. Secondly, this purchase is wholly necessitated by an increasing population, which increases the call for services in protecting public health, safety, and welfare.

#### **Financial Impact:**

The total cost for engaging in the one-year trial offer is \$0.

- BRINC agrees to set up the DFR system and infrastructure at no cost, allowing the Paradise Police Department to test their system for 365 days.
- At the end of the year trial:
  - If the Town determines that DFR services are not feasible, BRINC agrees to remove the DFR platform at no cost
  - If the Town determines that the DFR service is in the best interest of the community, the Town will agree to enter into an agreement with BRINC for a five-year contract.

**TOWN OF PARADISE  
RESOLUTION NO. 2026-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE MAKING  
FINDINGS CONCERNING SOLE VENDOR FOR ENTERING INTO CONTRACT WITH BRINC  
DRONES AS FIRST RESPONDERS (DFR) SERVICES – SOLE SOURCE**

**WHEREAS**, the Town of Paradise recognizes that BRINC is offering a unique solution that qualifies under Paradise Municipal Code Chapter 2.45.070 (B), (C), and (G) for sole source vendor purchase.

**WHEREAS**, the Town of Paradise to enter into contract with BRINC and services.

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

Section 1. The Town Manager of the Town of Paradise, or their designee, is hereby authorized to enter into contract with BRINC for the services outlined in Exhibit “A”.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 10<sup>th</sup> day of February, 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

By: \_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

\_\_\_\_\_  
Melenie Elvis, Town Clerk

APPROVED AS TO FORM:

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



**EXHIBIT "A"**

Services Pricing Proposal:

The total cost for implementing this project is \$0. (1 YEAR TEST/TRIAL)

- The purchase price for BRINC system is \$0.
  - If at the end of the 1-year testing period, the Town of Paradise agrees to move forward with the system and services, the contract with BRINC will transition to the following:
    - 5-year service contract for \$350,000 - \$430,000 (Depending on final contract agreement)
    - Includes unlimited repairs, on-site training on hardware and software, installation of docking station and RF infrastructure pole.
    - Includes drone upgrade to the latest class of drone system every two years of the program. Agency keeps the original drone(s).
    - This provides unlimited replacements for the duration of the program.
- All the above service inclusions will be present during the 1<sup>st</sup> year trial period.



# TOWN OF PARADISE POLICE DEPARTMENT

5595 Black Olive Drive, Paradise, CA 95969 (530) 872-6241 FAX (530) 872-4950

Eric R. Reinbold, Chief of Police



## Drones as First Responder (DFR) Program Cost-Benefit Analysis with Risk Management Justification

### Executive Summary

This Cost-Benefit Analysis (CBA) evaluates the implementation of a Drones as First Responder (DFR) program for the Paradise Police Department (PPD) in Paradise, California. The analysis incorporates finalized 2025 Calls for Service (CFS) data and a vendor proposal from BRINC Drones that includes a no-cost, no-obligation first-year pilot followed by a five-year service agreement at \$80,000 per year.

The DFR program is evaluated as a risk-mitigation and operational efficiency measure designed to address sustained increases in service demand, limited staffing capacity, and the need for enhanced situational awareness during emergency response.

### Calls for Service and Operational Demand

- 2022: 9,972 CFS
- 2023: 11,313 CFS
- 2024: 14,710 CFS
- 2025 (Final): 16,100 CFS

The data demonstrates a sustained increase in demand for police services. While growth has moderated, the department is operating at a significantly higher workload baseline than in prior years. This trend places continued pressure on response times, officer availability, and supervisory oversight.

### Risk Management and Liability Alignment

From a municipal risk-management perspective, the DFR program aligns with established best practices intended to reduce exposure to preventable risk. Early aerial assessment allows for informed deployment decisions, reducing the likelihood of unnecessary officer confrontations, improper resource allocation, and delayed response to critical incidents.

The use of DFR supports the Town's duty to reasonably deploy available technology to enhance public and employee safety. DFR provides real-time intelligence that supports defensible, well-documented operational decisions.

### Staffing Constraints and Force Multiplication

The Paradise Police Department operates with limited sworn staffing and minimum shift coverage requirements. Traditional trunk-deployed drone operations require available personnel and are therefore not scalable for routine use. A DFR system functions as a force multiplier by providing immediate aerial reconnaissance without increasing staffing levels or overtime expenditures.

### Program Cost Structure

- Year 1: Fully deployed DFR pilot program at no cost



# TOWN OF PARADISE POLICE DEPARTMENT

5595 Black Olive Drive, Paradise, CA 95969 (530) 872-6241 FAX (530) 872-4950

Eric R. Reinbold, Chief of Police



- Years 2–6: \$80,000 per year
- Total paid cost over five years: \$400,000
- Effective annualized cost over six years (including pilot): ~\$66,667

## Officer Time Savings and Financial Impact

Using conservative assumptions that approximately 25% of annual calls for service are suitable for initial DFR deployment (~4,025 calls annually), estimated officer time savings are as follows (fully burdened officer cost estimated at \$60/hour):

- Low scenario (18 minutes saved per deployment): ~\$72,480 per year
- Mid scenario (45 minutes saved per deployment): ~\$181,140 per year
- High scenario (75 minutes saved per deployment): ~\$301,860 per year

## Six-Year Net Financial Impact

Because the first year of the program is provided at no cost, savings accrue during all six years while vendor payments occur only during five years.

- Low scenario: ~\$434,880 in savings vs. \$400,000 cost (net +\$34,880)
- Mid scenario: ~\$1,086,840 in savings vs. \$400,000 cost (net +\$686,840)
- High scenario: ~\$1,811,160 in savings vs. \$400,000 cost (net +\$1,411,160)

## Additional Risk-Reduction Benefits

- Improved officer safety through pre-arrival situational awareness
- Reduced likelihood of unnecessary use-of-force encounters
- Enhanced documentation and evidentiary integrity
- Rapid intelligence sharing with CAL FIRE during fire incidents
- Reduced unnecessary vehicle responses, lowering collision and injury risk
- Demonstrated commitment to proactive, data-informed public safety practices

## Conclusion and Recommendation

With confirmed 2025 workload levels and ongoing staffing constraints, the BRINC DFR program represents a prudent and cost-effective risk-reduction strategy. The reduced annual cost further strengthens the financial case for implementation.

It is recommended that the Town authorize participation in the no-cost DFR pilot program, with continuation into the five-year agreement contingent upon demonstrated operational performance, risk reduction, and community benefit.



**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 6(b)**

**ORIGINATED BY:** Marc Mattox, Assistant Town Manager  
**REVIEWED BY:** Mike O'Brien, Interim Town Manager  
**SUBJECT:** Review of 2025 Building Division Audit Corrective Action Plan (CAP)  
**LONG TERM RECOVERY PLAN:** Yes – Building Codes and Standards  
**COUNCIL ACTION REQUESTED:**

1. Approve the Corrective Action Plan for the 2025 Building Division Audit with planned future updates quarterly; or,
2. Provide alternate direction.

**Background:**

In November 2025, the Town released the results of an independent audit of the Building Division focused on permitting and inspection practices during the post–Camp Fire rebuilding period. While the audit did not identify illegal wrongdoing, it identified deficiencies related to training, oversight, documentation, permit intake procedures, and inspection consistency, and recommended a series of organizational and operational improvements.

A Corrective Action Plan (CAP) was prepared to translate those recommendations into specific, trackable implementation actions. The item was scheduled for Council consideration on January 13, 2026; however, the agenda item was pulled prior to discussion to allow staff additional time to refine the CAP and provide further clarity before returning it to Council for review.

Staff has since prepared a revised CAP for February 10, 2026. This updated version maintains the core structure and intent of the original draft while incorporating several important refinements intended to strengthen clarity, accountability, and transparency.

**Analysis:**

The Corrective Action Plan (CAP) organizes the audit recommendations into a structured implementation framework through five functional matrix tables.

- **Table A – Community Development Administration** – Leadership structure and governance; use of interim or consulting support; organizational alignment of Code Enforcement functions; evaluation of Building and Code Enforcement leadership classifications; development of performance metrics and dashboards; advisory oversight of CAP implementation; and establishment of formal escalation protocols for elevated permitting and inspection matters requiring management review.

- **Table B – Permit Counter Process Improvements** – Training enhancements for permit staff; dedicated permit intake staffing; classroom and embedded training support; revision of permit procedures and public informational materials; evaluation of professional certification requirements; and establishment of comprehensive applicant verification and supervisory authorization controls for business entities, owner-builders, and non-contractor applicants in compliance with applicable state law.
- **Table C – Building Inspection Process Reforms** – Training enhancements for inspection staff; classroom and field-based inspection training; use of Field Training Officers and subject-matter experts; off-site professional development; certification requirements; implementation of a quality assurance function for inspection oversight; uniform inspection checklists and photo documentation; and inspection performance accountability and final inspection integrity controls.
- **Table D – Public Support & Complaint Resolution** – Establishment of an ombudsman function; improved transparency regarding complaint pathways and available resources; and publication of guidance to assist homeowners in understanding appropriate resolution pathways for building-related concerns.
- **Table E – Future Supplemental Recommendations** – Reserved for additional corrective actions identified through expanded statistical analysis, performance metrics, quality assurance reviews, and stakeholder feedback. Items added to Table E will be incorporated into Tables A–D as appropriate through future updates to the CAP.

In addition to responding directly to the audit findings, the CAP commits the Town to expanded analysis and continuous improvement informed by performance metrics and community feedback. A new community intake form and structured review process will allow homeowners and stakeholders to share concerns and experiences in a consistent and documented manner. These inputs, combined with quality assurance reviews and data tracking, will guide future refinements to the CAP and support evidence-based decision-making.

A central element of the CAP is the establishment of an ombudsman function to serve as a neutral point of contact for community members seeking assistance with building-related concerns. This role is intended to improve communication, ensure issues are directed to appropriate resolution pathways, and enhance public understanding of available resources and processes.

Implementation of the CAP will occur in phases over the coming months, with several actions already underway and others scheduled through 2026. Progress will be tracked through defined milestones and reported to the Town Council on a quarterly basis. The CAP is designed as a living document that will evolve as additional data, performance review results, and community feedback become available.

If approved, the Town will launch a new publicly accessible webpage the following day that consolidates key materials related to this effort, including the independent audit, the Corrective Action Plan, a community intake form, and new resource guides for homeowners and builders. Staff will also initiate a coordinated media engagement effort to inform the community about these resources and to encourage public participation in the next phase of implementation. Together, these actions are intended to increase transparency, improve accessibility, and mark a critical step forward in strengthening Building Division operations and restoring public confidence.

This Council review represents the first formal policy-level discussion of the CAP. Council input at this stage will help guide prioritization, reporting expectations, and any adjustments prior to full implementation and ongoing updates.

**Financial Impact:**

Implementation of the CAP will initially be supported through existing Building Division resources, reallocated staff time, and previously authorized consulting and training services. Several corrective actions—such as third-party training, field training officers, quality assurance functions, and development of performance dashboards—are already underway or anticipated within recent supplemental budget modifications.

As implementation proceeds, staff anticipates the need for additional operational and technical support to sustain quality assurance, oversight, and public interface functions established through the CAP. Accordingly, future budget adjustments and potential staffing augmentations may be required to fully implement and maintain these corrective actions.



# 2025 Building Division Audit Corrective Action Plan

*RESTORING COMMUNITY CONFIDENCE THROUGH IMPLEMENTATION*  
FOR TOWN COUNCIL REVIEW FEBRUARY 10, 2026

**Prepared by:**

Marc Mattox  
Assistant Town Manager



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## 1. Statement of Purpose and Community Commitment

The Town of Paradise recognizes that homes represent far more than structures—they reflect safety, stability, financial investment, and a sense of security for individuals and families rebuilding their lives following the 2018 Camp Fire. For a community recovering from such a profound loss, concerns raised regarding construction quality, permitting, and inspections are taken seriously because of the real and lasting impacts that deficiencies can have when expectations of safety and reliability are not met.

Responsibility for construction compliance rests with builders and design professionals; however, the Town acknowledges its essential role in administering building permits and inspections intended to promote safety, consistency, and accountability. When concerns are brought forward—whether through formal complaints, public meetings, or other channels—they provide valuable insight into how systems are functioning and where improvements may be needed, particularly in a rebuilding environment marked by urgency, complexity, and heightened community expectations.

This Corrective Action Plan responds to concerns identified to date while also recognizing the importance of continuing to surface, evaluate, and learn from additional input as implementation proceeds. Reviewing known concerns, inviting further feedback, and strengthening intake and quality assurance processes are central to identifying issues early, improving outcomes over time, and supporting confidence in the rebuilding process.

## 2. Intended Use of This Document

This Corrective Action Plan (CAP) is a foundational accountability document developed in response to the 2025 independent audit of the Building Division. It establishes a clear, traceable, and durable framework for documenting the actions the Town has taken—and will continue to take—to address organizational, procedural, and operational findings identified through the audit and subsequent efforts.

The CAP serves as a roadmap for implementation, oversight, and reporting. It is designed to support responsible governance, guide staff execution, and provide transparency to the Town Council and the public. The document will be updated periodically to reflect progress, lessons learned, and refinements as corrective actions are implemented.

### 3. Background and Context

In August 2025, following ongoing community concerns related to rebuilding timelines, permit consistency, and inspection reliability during the post–Camp Fire recovery period, the Town initiated an independent audit to evaluate Building Division permitting and inspection practices. The audit identified opportunities to improve permit intake processes, inspector training, oversight, and documentation protocols. While no illegal wrongdoing was found, the review underscored the need for clearer procedures, stronger internal controls, and more consistent application of adopted building standards in order to enhance accountability and restore public confidence.

This Corrective Action Plan translates those findings, along with subsequent organizational review by Town staff, into specific and trackable corrective actions. Its purpose is not only to resolve identified deficiencies, but also to establish a durable framework for continuous improvement, accountability, and transparency.

Community confidence in the rebuilding process depends on both technical compliance with building codes and the ability of residents to understand how concerns are evaluated and addressed. This CAP serves as a public-facing roadmap that documents corrective actions, explains how progress will be measured, and demonstrates the Town’s commitment to strengthening Building Division operations over time.

By aligning audit-driven improvements with structured reporting and community engagement, the Town seeks to reinforce trust, support homeowners and builders, and ensure that rebuilding efforts continue in a manner that is safe, consistent, and responsive to community expectations.

## 4. Post-Fire Recovery Context and 2025 Audit

### 4.1 Scale and Complexity of the Rebuild Environment

The 2025 Building Division Audit provides a helpful snapshot of issues requiring correction; however, it represents a limited view of a far larger operational environment. Since the Camp Fire in 2018, the Town of Paradise has undertaken one of the most extensive residential rebuilding efforts in California. Since the rebuild began in earnest in early 2020, the Building Division has processed 3,666 single-family residential building permit applications, resulting in 3,016 Certificates of Occupancy issued. In addition, 1,022 multi-family unit applications have been processed, with 683 Certificates of Occupancy issued to date. The rebuilding effort has created a surge of work unmatched in the Town's history, requiring constant adaptation to high-volume demand, evolving regulatory expectations, and community pressures for rapid permitting and inspection timelines.

### 4.2 Recognizing the Contributions and Challenges of Staff

Throughout this period of accelerated rebuilding activity, Building Division staff have:

- Successfully processed thousands of permits and inspection requests,
- Supported residents rebuilding under difficult personal and economic circumstances,
- Adapted to new materials and code requirements with limited precedent or training resources available at the time,
- Maintained service availability despite staffing fluctuations, procedural changes, and an unusually high volume of work.

The CAP aims to build upon these contributions, address identified process gaps and ensure the Building Division is equipped to operate effectively within a modern, resilient building environment.

### 4.3 Introduction of Fire-Resilient and Innovative Construction Methods

A unique aspect of the Town's post-fire recovery is the substantial introduction of innovative construction technologies and fire-resilient building systems—many of which had not been widely used, or used at all, in Paradise prior to 2018. These include:

- Enhanced wildland–urban interface (WUI) compliance requirements,
- Nontraditional roofing, siding, and venting assemblies,
- Advanced ember-resistant construction methods,
- New insulation and energy-performance products,
- More complex structural and foundation systems related to fire-damaged soils,
- Emerging materials promoted for enhanced fire resistance or environmental performance.

Because these systems were new to many contractors, designers, and staff, the Building Division has had to:

- Learn and interpret new product listings, installation standards, and manufacturer specifications,
- Update internal procedures to align with continuously evolving state and national codes,
- Assess building methods not previously encountered in the Town's traditional residential portfolio,

- Balance life-safety and compliance while supporting homeowners who wish to adopt innovative, resilient solutions.

This environment created a steep learning curve for the entire rebuild community—builders, design professionals, inspectors, and permitting staff alike. The Town recognizes this complexity and is committed to using the CAP not only to correct identified gaps but also to strengthen the institutional capacity necessary to support a more advanced, resilient, and fire-hardened building environment.

#### 4.4 Limitations of the 2025 Audit Sample

The 2025 Building Division Audit identified issues that warrant corrective action and organizational improvement. The Town recognizes that each concern reviewed through the audit reflects a real homeowner experience and that deficiencies—regardless of how they are identified—must be addressed thoroughly and responsibly.

The audit was initiated to promptly review a defined set of escalated concerns related to Building Division permitting and inspection practices during the post-fire rebuilding period. Its purpose was to identify potential process gaps, training needs, and near-term organizational improvements, rather than to serve as a comprehensive evaluation of all Building Division activity following the Camp Fire.

The Town accepts the audit's findings and recommendations as valid within their scope and is committed to implementing corrective actions where issues were identified. At the same time, the Town recognizes the importance of evaluating overall performance within the context of the full range of work performed and the operational environment in which rebuilding has occurred.

The Town further acknowledges that the absence of statistical representativeness does not lessen the significance of individual homeowner concerns or the need to address them carefully and transparently. These considerations underscore the importance of supplementing the audit with broader, data-driven analysis to inform ongoing corrective actions and performance evaluation.

As described in the following section, the Town will undertake expanded analysis to establish meaningful performance metrics, evaluate trends across permitting and inspection categories, and provide the community with a more complete understanding of both areas of strength and opportunities for continued improvement. It is anticipated that this broader analysis will inform future updates to the CAP and identify additional improvement actions as appropriate.

## 5. Commitment to Expanded Analysis and Data-Driven Evaluation

### 5.1 Need for Statistically Meaningful Metrics

To provide the public, Town Council, regional partners, and oversight bodies with a full understanding of the Building Division's performance, the Town will conduct broader and more systematic analysis beyond the scope of the original audit. This analysis is necessary to:

- Understand trends and volumes across all permit types,
- Identify meaningful indicators of inspection quality,
- Differentiate isolated issues from systemic gaps,
- Enhance transparency into the Town's ongoing rebuilding efforts.

### 5.2 Types of Data the Town Will Compile

The Town will compile, analyze, and publish available data sets, including, but not limited to:

- Permitting Data
- Inspection Data
- Certificate of Occupancy Data
- Contractor-Related Data

### 5.3 How the Expanded Analysis Supports Public Confidence

By establishing statistically relevant datasets, the Town can:

- Distinguish between isolated incidents and patterns of concern,
- Provide clearer context for the rate of inspection errors (if any) relative to total volume,
- Demonstrate when inspection performance is consistent with industry norms,
- Identify new areas where process improvements are warranted,
- Help homeowners understand the most appropriate pathways for their individual concerns.

### 5.4 Defining Appropriate Pathways for Homeowners with Concerns

The expanded analysis will also support the creation of a homeowner resolution framework. This framework recognizes that not all concerns identified by homeowners fall within municipal jurisdiction.

Based on statistical context and inspection records, some homeowners may be better served through:

- Contractor warranties,
- Bond claims,
- California Contractors State License Board (CSLB) actions,
- Private home inspections,
- Industry-standard defect resolution processes, or
- Ombudsman-guided navigation, as recommended in the audit.

The Town will provide clear guidance to help residents understand:

1. Whether their issue is likely related to inspection oversight,



2. Whether the issue is a workmanship or contractor performance matter,
3. What type of recourse is available under California law,
4. How to pursue resolution with the appropriate party.

This structured pathway will help ensure that homeowners receive clear, accurate information and that Building Division staff focus on matters within municipal scope.

These pathways are intended to complement—not replace—the Town’s ongoing efforts to improve early detection of deficiencies and reduce the likelihood that issues persist through final inspection and occupancy.

### **5.5 Commitment to Publishing Findings and Updating Metrics**

The Town will publish periodic reports summarizing:

- Key datasets and trends,
- Findings from expanded analysis,
- Updated metrics and evaluation tools,
- Improvement initiatives resulting from performance review.

These findings will be incorporated into future CAP updates and may inform additional corrective actions or operational reforms.

# 6. Corrective Action Framework and Implementation Matrix

This section describes the framework through which the Town translates audit findings and internally identified improvement opportunities into actionable, trackable corrective actions, and explains how implementation progress is documented, interpreted, and reviewed. The Corrective Action Matrix presented in this section serves as the primary implementation and accountability tool for this Corrective Action Plan (CAP).

## 6.1 Purpose and Scope of the Corrective Action Framework

The Corrective Action Framework establishes a structured, transparent approach for responding to the 2025 Building Division Audit and for strengthening Building Division operations over time. The framework is designed to ensure that recommendations are evaluated consistently, assigned to responsible parties, implemented through defined actions, and tracked using objective criteria. It supports responsible governance, operational accountability, and clear communication with the Town Council, staff, and the public.

## 6.2 Recommendation-to-Action Flow

Audit findings and internally identified improvement opportunities are processed through a standardized sequence: identification of the recommendation; internal assessment; assignment to a responsible division or role; development of specific corrective actions; execution with defined milestones; and documentation of implementation progress. Where alternative approaches are selected, the rationale is documented to maintain transparency and institutional clarity.

## 6.3 Tracking, Accountability, and Interpretation of CAP Progress

Implementation progress is tracked through the Corrective Action Matrix contained in this section. The matrix provides a structured, point-in-time record of each corrective action, including its lifecycle stage and a narrative summary of actions taken or underway as of the date of each update.

Each corrective action is assigned an Implementation Phase (e.g., Initiated, Ongoing, Substantially Complete, or Ongoing/Institutionalized) to communicate progress through the corrective action lifecycle. The Current Status & Actions column provides a narrative description of actions to date, which may include completed steps, activities underway, planned milestones, or explanations of alternate approaches. Because corrective actions may be implemented in phases, entries may reflect interim or evolving conditions rather than final outcomes.

For tracking and reporting purposes, a corrective action may be considered substantially complete when its core elements have been implemented, operationalized, and supported by documentation such that they function as part of standard operations rather than as temporary or pilot efforts. Substantial completion does not require that all long-term monitoring, evaluation, or continuous improvement activities have concluded.

Substantial completion is evaluated using the following criteria:

1. Implementation – The corrective action is implemented and in active use.
2. Durability – The corrective action is embedded in standard operations and not dependent solely on interim measures or individual assignments.
3. Evidence – Documentation exists to substantiate implementation and support transparency, accountability, and future review.

#### 6.4 How to Read the Corrective Action Matrix

The Corrective Action Matrix is intended to be read as a point-in-time snapshot of CAP implementation. Entries reflect conditions as of the date of each update and may describe interim steps, phased implementation, or ongoing institutional functions. Completion of individual actions or milestones within the matrix does not necessarily indicate closure of an entire corrective action unless explicitly identified as such. Readers are encouraged to consider the matrix in conjunction with the broader narrative sections of this CAP to understand sequencing, context, and longer-term improvement efforts.

#### 6.5 Corrective Action Matrix Organization and Recommendation Inventory

Corrective actions are organized by functional area to support clear reference, oversight, and reporting. The matrix includes the following tables, which together reflect the full scope of recommendations derived from the independent audit.

- **Table A – Community Development Administration** – Leadership structure and governance; use of interim or consulting support; organizational alignment of Code Enforcement functions; evaluation of Building and Code Enforcement leadership classifications; development of performance metrics and dashboards; advisory oversight of CAP implementation; and establishment of formal escalation protocols for elevated permitting and inspection matters requiring management review.
- **Table B – Permit Counter Process Improvements** – Training enhancements for permit staff; dedicated permit intake staffing; classroom and embedded training support; revision of permit procedures and public informational materials; evaluation of professional certification requirements; and establishment of comprehensive applicant verification and supervisory authorization controls for business entities, owner-builders, and non-contractor applicants in compliance with applicable state law.
- **Table C – Building Inspection Process Reforms** – Training enhancements for inspection staff; classroom and field-based inspection training; use of Field Training Officers and subject-matter experts; off-site professional development; certification requirements; implementation of a quality assurance function for inspection oversight; uniform inspection checklists and photo documentation; and inspection performance accountability and final inspection integrity controls.
- **Table D – Public Support & Complaint Resolution** – Establishment of an ombudsman function; improved transparency regarding complaint pathways and available resources; and publication of guidance to assist homeowners in understanding appropriate resolution pathways for building-related concerns.
- **Table E – Future Supplemental Recommendations** – Reserved for additional corrective actions identified through expanded statistical analysis, performance metrics, quality assurance reviews,

and stakeholder feedback. Items added to Table E will be incorporated into Tables A–D as appropriate through future updates to the CAP.

This inventory is provided for orientation purposes and does not reflect implementation status, sequencing, or completion.

## 6.6 Corrective Action Matrix

The Corrective Action Matrix translates the above recommendations into discrete, trackable action items. For each entry, the matrix documents:

- the audit-based or internally derived recommendation,
- the applicable Implementation Phase, and
- the Town’s Current Status & Actions, which may include actions taken, actions underway, planned milestones, or explanations of alternate approaches.

The matrix is intentionally designed to be dynamic. Entries will be updated periodically to reflect evolving conditions, implementation milestones, policy changes, training completion, organizational adjustments, performance measures, or other relevant outcomes. Where a recommendation is modified, deferred, or addressed through an alternative strategy, the rationale will be documented.

**Table A: Community Development Administration**

ID#	Recommendation	Implementation Phase	Current Status & Actions
A-1	Hire a dedicated Community Development Director.	Ongoing	The Town of Paradise has retained the services of temporary consultant staff while assigning the restructured Assistant Town Manager to prepare and oversee the implementation of the CAP. Supplemental staff and administrative oversight will continue as long as necessary to achieve meaningful programmatic improvements identified in this CAP and future updates to the CAP.
A-2	Consider the use of an interim CD Director via a consulting firm.	Complete	The services of Ron Beehler of BPR Consulting Group were retained to function as an interim Community Development Director. This assignment has been carried forward through the appointment of the Assistant Town Manager to prepare and oversee the CAP. In the short term, Mr. Beehler will continue to perform advisory services to summarize experiences and inform/measure corrective actions. Additional technical assistance will be secured and available through the implementation of the CAP.
A-3	Consider moving Code Enforcement under the Planning Division.	Complete	Considered and declined. The current staffing model and functional scope of Code Enforcement are better aligned with Building and Fire Prevention than the Planning Division.
A-4	Consider reclassifying the Director of Building & Code Enforcement to Building Official / Fire Marshal.	Complete	Considered and declined. Current staffing model and oversight by the Community Development Director remain sufficient. With additional oversight by the Assistant Town Manager and implementation actions through the CAP, no adjustments to this position are necessary.
A-5	Develop a performance dashboard for permits, inspections, and complaints.	Ongoing	The performance dashboard development is underway. The dashboard will augment weekly rebuild updates to include monthly comprehensive performance metrics. Updates will include total customer interactions and inspection data. Target roll-out date of February 28, 2026.
A-6	Establish formal escalation protocols for elevated Building Division matters requiring management review.	Ongoing	The Town will adopt procedures requiring that elevated matters be referred to the Assistant Town Manager for review and direction. Examples include requests for expedited processing, disputes regarding fees, permits, or inspection determinations, and potential deviations from standard procedures.

**A-7**

Establish advisory committee for CAP progress monitoring (Council-authorized).

Ongoing

Town will launch Ad Hoc Advisory Committee which would support transparency and organized stakeholder engagement by reviewing CAP implementation progress, discussing procedural clarity, and considering themes identified through the Corrective Action Matrix, performance metrics, and stakeholder feedback.

**Table B: Permit Counter Process Improvements**

<b>ID#</b>	<b>Recommendation</b>	<b>Implementation Phase</b>	<b>Current Status &amp; Actions</b>
<b>B-1</b>	Provide in-person training for permit staff on ethics, best practices, and legal requirements.	Ongoing	Effective December 1, 2025 the services of Jessie Oswald of Bureau Veritas were engaged to provide in-person oversight of all aspects of the building permitting process. Services are scheduled to continue through the end of January 2026. Additional efforts will be evaluated on an ongoing basis through implementation of the CAP.
<b>B-2</b>	Assign two dedicated permit technicians for permit intake and issuance.	Complete	Effective December 1, 2025 two dedicated Permit Technicians were assigned to handle permit intake and issuance. This approach improves efficiency, ensures consistency in application processing, reduces turnaround times, and allows other staff to focus on plan review, inspections, and customer support functions.
<b>B-3</b>	Provide classroom training for permit technicians and supervisors.	Ongoing	The services of Steve Burger of Bureau Veritas have been retained to provide two full days of onsite classroom training covering all aspects of the building permitting process. These trainings are scheduled for February 10-11, 2026.  Staff will also seek opportunities to further their ongoing professional development continuously and noted in future updates to the CAP.
<b>B-4</b>	Provide two weeks of embedded trainer support at the permit counter.	Ongoing	Effective December 1, 2025, the services of Jessie Oswald of Bureau Veritas were retained to provide in-person oversight of all aspects of the building permitting process.  Embedded support has been provided and will continue to be available through the implementation of the CAP.
<b>B-5</b>	Revise the permit procedures manual.	Ongoing	Starting December 1, 2025, the services of Jessie Oswald of Bureau Veritas were engaged to revise and update procedural guidelines. Target milestone date of February 28, 2026.
<b>B-6</b>	Require ICC Permit Technician Certification for classification.	Ongoing	Any changes to the minimum qualification requirements for employees in the Permit Technician classification trigger meet-and-confer obligations between the Town and Union representatives. Human Resources & Risk Management Director will be coordinating this process and more information will be included in future updates to the CAP.



<b>B-7</b>	Provide updated public informational materials.	Ongoing	Starting December 1, 2025, the services of Jessie Oswald of Bureau Veritas were engaged to revise and update all public informational materials. Target milestone date of February 28, 2026.
<b>B-8</b>	Establish comprehensive permit applicant verification and supervisory authorization controls for business entities, contractor, and owner-builder applicants.	Ongoing	The Town will implement standardized verification procedures for permit applications submitted by business entities, owner-builders, and non-contractor applicants. These procedures will require documentation of legal authority and compliance with Business and Professions Code section 7044 and Labor Code Section 2750, including workers' compensation declarations. These controls will be incorporated into permit procedures, training materials, and quality assurance reviews.
<b>B-9</b>	Establish a quality assurance function for permit intake oversight.	Ongoing	Starting February 2026, the Town will establish a quality assurance function for permit intake oversight to promote consistency, accuracy, and compliance with adopted procedures. This function will include periodic sampling of permit intake decisions, review of required documentation, and supervisory oversight of standardized checklists. Findings will inform training and continuous improvement efforts.

**Table C: Building Inspection Process Reforms**

<b>ID#</b>	<b>Recommendation</b>	<b>Implementation Phase</b>	<b>Current Status &amp; Actions</b>
<b>C-1</b>	Provide in-person, in lieu of existing online-only, ethics training for inspectors.	Ongoing	Town staff has finalized in-person training scheduled for March 11, 2026. Training is planned for all available staff at Town Hall and Building Resiliency Center.
<b>C-2</b>	Provide classroom training for inspection of residential buildings, plan reading, and calculation interpretation.	Ongoing	<p>Building Inspection staff will attend the 2026 Sacramento Valley Building Officials Education Week and the California Association of Building Officials Education Week.</p> <p>Staff will also seek opportunities to further their ongoing professional development continuously and noted in future updates to the CAP.</p>
<b>C-3</b>	Employ a Field Training Officer (FTO) for at least six months.	Ongoing	Starting October 27, 2025, the services of Mike Genna of BPR Consulting were retained as a Field Training Officer. The Town plans to rotate in new FTOs starting February 1, 2026 to ensure staff receives the benefit of multiple perspectives in this effort.
<b>C-4</b>	Provide off-site professional training for inspectors.	Ongoing	<p>Building Inspection staff have attended a four-hour webinar on the 2025 Significant Changes to the California Residential Code. The California Energy Commission presented significant changes to the 2025 Building Code at January 2026 Building Stakeholders meeting.</p> <p>Staff will also be attending the monthly Shasta Cascade Chapter of the International Code Council meetings, which include an educational component. In addition, staff will attend the Sacramento Valley Building Officials Education Week and the California Association of Building Officials Education Week to further support ongoing professional development.</p> <p>Staff will also seek opportunities to further their ongoing professional development continuously and noted in future updates to the CAP.</p>
<b>C-5</b>	Require Building Inspector II to obtain a second certification within 90 days of return.	Completed	Second ICC certification obtained on January 13, 2026 (ahead of 90-day recommendation).

<b>C-6</b>	Establish a quality assurance function for inspection oversight.	Ongoing	Starting February 1, 2026, Bureau Veritas will be engaged to provide a quality assurance function for inspection oversight. This effort is being developed to promote consistency, accuracy, and accountability across inspections. This function will include standardized inspection checklists, supervisory review, mentoring, and periodic audits to ensure inspections are conducted in accordance with adopted codes and best practices. Target milestone date of April 30, 2026.
<b>C-7</b>	Implement uniform inspection checklists and photo documentation.	Ongoing	Photographic inspection procedures have been implemented, and uniform inspection checklists are currently under development with Bureau Veritas.
<b>C-8</b>	Implement inspection performance accountability and final inspection controls.	Ongoing	The Town will establish formal inspection performance review protocols supported by the Quality Assurance function. Reviews will include periodic sampling of inspection records, field audits, and standardized checklists and photo documentation. Final inspection procedures will be revised to require documented verification that all prior correction notices have been resolved prior to approval. Supervisory review will be required for final approvals involving exceptions or unresolved items.

**Table D: Public Support & Complaint Resolution**

<b>ID#</b>	<b>Recommendation</b>	<b>Implementation</b>	
		<b>Phase</b>	<b>Current Status &amp; Actions</b>
<b>D-1</b>	Establish an ombudsman role to support homeowners navigating construction concerns.	Ongoing	<p>The ombudsman recommendation will be performed by the Assistant Town Manager, through which information relating to concerns will be received and researched. Property owners may rely on this role to receive information from the Town regarding their concern and potential next steps. Notably, this ombudsman role is intended to facilitate information-sharing and navigation, not adjudication or enforcement. Matters that may fall within the scope of potential remedy or formal action will be referred to the Town Manager, Town Council and Town Attorney, as appropriate. Additional support for the ombudsman function may be required as the Town collects input from the community.</p>
<b>D-2</b>	Improve transparency regarding complaint pathways and available resources.	Ongoing	<p>In coordination with the ombudsman function described in D-1, the Town will publish clear, publicly accessible information describing how building-related concerns may be raised, reviewed, and routed. This information will outline the respective roles of Town staff, contractors, and external regulatory entities, as well as the types of issues that fall within municipal oversight versus those more appropriately addressed through contractor warranties, licensing authorities, or other consumer protection mechanisms.</p> <p>Transparency materials will be posted to the Town's a dedicated page on the Town's website and updated periodically to reflect procedural changes, available resources, and lessons learned through implementation of the CAP. The goal of this effort is to ensure that property owners understand both how to engage with the Town and what pathways are available for resolution, while maintaining clarity regarding municipal authority and limitations.</p> <p>Additional support for the ombudsman function may be required as the Town collects input from the community.</p>

**Table E: Future Supplemental Recommendations**

<i>ID#</i>	<i>Recommendation</i>	<i>Implementation</i>		<i>Current Status &amp; Actions</i>
		<i>Phase</i>		
E-#	TBD	TBD	TBD	

## 7. Proposed CAP Timeline

The following timeline provides a high-level sequencing framework for implementation of the corrective actions identified in this Corrective Action Plan. It is intended to communicate the Town's anticipated approach to prioritization, coordination, and phased execution rather than to establish rigid deadlines for individual actions.

The timeline reflects the reality that corrective actions vary in complexity, resource requirements, and dependency on external factors such as recruitment, training availability, contractual services, and policy adoption. Accordingly, the phases identified below represent logical groupings of work designed to stabilize operations, strengthen institutional capacity, and integrate long-term improvements in a deliberate and sustainable manner.

As corrective actions progress, timelines may be refined to reflect actual implementation conditions, evolving priorities, or additional findings from expanded analysis. Any such adjustments will be documented in subsequent CAP updates to maintain transparency and accountability.

The Proposed CAP Timeline should be read in conjunction with the Corrective Action Matrix and the public reporting commitments described in Section 8, which together provide a comprehensive picture of how corrective actions will be implemented, monitored, and communicated.

Phase	Period	Primary Activities
Phase 1: Stabilization	November 2025 to February 2026	Staff reinstatement; FTO engagement, continued supplemental staffing, initiation of training; organizational restructuring decisions; Corrective Action Plan adoption and initiation.
Phase 2: Infrastructure Build-Out	December 2025 to March 2026	Development of revised procedures; permit and inspection procedure rollouts; adoption of new manuals; implementation of certification requirements; expanded statistical analysis of inspections, themes and programmatic needs. Initial advisory review of CAP implementation progress by Council-authorized Ad Hoc Committee.
Phase 3: Public Interface Improvements	February 2026 to September 2026	Ombudsman role implemented through the Assistant Town Manager; expanded public guidance; transparency reporting.
Phase 4: Quality Assurance Integration	April 2026 to February 2027	Long-term QA/oversight; system improvements; metrics reporting; close-out of corrective items.

## 8. Public Reporting, Transparency, and Advisory Oversight

The Town recognizes that transparency, clear reporting, and structured oversight are essential to maintaining public confidence during implementation of the Corrective Action Plan (CAP). In addition to internal management controls and reporting to the Town Council, the Town will use public reporting and advisory oversight mechanisms to provide visibility into CAP progress while preserving appropriate governance roles and operational authority.

### 8.1 Public Reporting Commitments

The Town will provide periodic public reporting on CAP implementation through Town Council agenda materials, published reports, and other appropriate public-facing communications. These updates will reflect information contained in the Corrective Action Matrix and associated performance measures as of the date of each update.

Public reporting will summarize, at a minimum:

- Changes in Implementation Phase for corrective actions,
- Notable actions completed or initiated since the prior update,
- Corrective actions that remain ongoing or require sustained implementation,
- Key performance indicators or metrics used to evaluate progress, where available, and
- Material adjustments to corrective actions or implementation approaches.

CAP updates will emphasize that reported information represents a point-in-time snapshot and that implementation progress may evolve as conditions change, additional data becomes available, or refinements are identified. Completion of individual actions or milestones does not necessarily indicate closure of an entire corrective action unless explicitly stated.

### 8.2 Adapted Ad Hoc Advisory Committee

In August 2025, the Town Council recommended the formation of a time-limited Ad Hoc Committee to provide input on improvement opportunities related to Building Division operations. With development of this Corrective Action Plan, the Town is now recommending that the Committee's purpose be adapted to provide structured advisory input focused specifically on CAP implementation.

As adapted, the Ad Hoc Advisory Committee would support transparency and organized stakeholder engagement by reviewing CAP implementation progress, discussing procedural clarity, and considering themes identified through the Corrective Action Matrix, performance metrics, and stakeholder feedback.

The Ad Hoc Advisory Committee would serve in an advisory capacity only. Responsibility for implementation of corrective actions and preparation of CAP updates will remain with Town staff, with oversight and direction provided by the Town Council through established reporting processes. Advisory input does not confer management authority, operational control, or decision-making responsibility.

The Ad Hoc Advisory Committee would be time-limited and focused on CAP implementation during the corrective action period. The Committee's role would conclude once its advisory purpose related to CAP oversight has been fulfilled, as determined by the Town Council.





**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 6(c)**

**ORIGINATED BY:** Marc Mattox, Assistant Town Manager  
**REVIEWED BY:** Michael O'Brien, Interim Town Manager  
**SUBJECT:** Town Council Request for Committees Review  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Review each committee identified above using the standardized governance questions during the meeting, with staff facilitating the discussion for consistency and clarity.
2. Approve the recommendation to sunset the Onsite Ad Hoc Committee effective immediately.
3. Provide direction that the standardized governance questions (Questions 1–6) be required each time:
  - a. A new committee is established; or
  - b. An existing committee is reaffirmed or modified.
4. Direct that the full Committee Inventory be reviewed annually at the time Council assignments are considered each December.

**Background:**

At the Town Council meeting of January 13, 2026, Council directed staff to conduct a comprehensive review of the Town's committees, including standing committees, ad hoc committees, liaison roles, and external board representations, in order to better understand their purposes, authorities, and alignment with Council's role as the Town's legislative body.

Under California law, the Town Council acts collectively as the Town's legislative authority. Government Code section 36802 provides that the city council "shall be the legislative body of the city," and Government Code section 37100 authorizes the Council to exercise legislative powers by ordinance and resolution. Committees established by the Council function as extensions of the legislative body and serve in advisory, coordination, or oversight capacities as determined by Council action.

The Ralph M. Brown Act further defines committees created by a legislative body as legislative bodies themselves in certain circumstances. Government Code section 54952(b) includes within the definition of a legislative body:

*"A commission, committee, board, or other body of a local agency, whether permanent or temporary, decision-making or advisory, created by charter, ordinance, resolution, or formal action of a legislative body."*

The Brown Act provides a limited exception for ad hoc committees created for a specific and limited purpose that dissolve once that purpose is completed (Gov. Code §54952(b)(1)). Over time, committees that were initially established as ad hoc may evolve in duration, scope, or meeting regularity such that their structure merits reconsideration by the full Council.

Internal committees are intended to support the Council by providing focused review, coordination, or oversight on defined topics. They are not substitutes for Council action, and final policy direction remains with the Council acting as a body in noticed public meetings.

To respond to Council's January 13 direction, staff prepared a standardized one-page worksheet for each non-external committee to document committee profile information and evaluate structural alignment. These worksheets are attached to this agenda item.

### **Analysis:**

#### **Overview of Assessment Approach**

In response to Council direction, staff prepared an updated Committee Inventory and completed standardized one-page worksheets for each non-external committee. The worksheets document committee administration, purpose, meeting practices, and structural alignment using a consistent format and are attached to this agenda item to support a structured, committee-by-committee discussion by the Town Council.

Each worksheet includes:

- Committee Profile:  
Committee type, method of establishment, purpose statement, meeting cadence, membership, staff support, and documentation responsibilities (agenda, minutes, and records).
- Internal Committee Structural Fit Review (screening questions):  
A standardized set of questions used to identify where additional Council direction may be needed to confirm or refine governance practices, including scope, reporting expectations, and sunset provisions.

Question 15 on each worksheet ("Should the Committee structure be reviewed by Council?") serves as a screening tool to identify committees that would benefit from Council discussion regarding their structure and continued operation.

During the meeting, staff will briefly guide the Council through the standardized governance questions for each committee identified for review in order to facilitate consistent discussion and decision-making.

#### **Committees Not Requiring Further Review at This Time**

Based on the updated Committee Inventory and responses to Question 15 on the attached worksheets, several internal and liaison committees appear structurally aligned with their intended purpose and do not require further Council review at this time. These committees generally demonstrate:

- Clear and limited scopes of work
- Liaison or coordination functions rather than policy-direction roles
- Low staff and Council time intensity
- Appropriate alignment with their designated committee type

These include:

- Paradise Irrigation District Liaison Committee
- Paradise Recreation & Park District Liaison Committee
- Paradise Unified School District Liaison Committee
- Paradise Solid Waste Committee
- Paradise Sewer Project Ad Hoc Committee

These committees will continue to be included in the annual Committee Inventory review conducted in conjunction with Council assignments each December, but no additional structural review is recommended at this time.

In addition, the Downtown Phase 3 Working Group is scheduled to sunset on Wednesday, February 4, 2026, with stakeholder participation transitioning to the Economic Development Committee. As a result, no further Council review of the Downtown Phase 3 Working Group structure is necessary.

#### Committees Identified for Council Direction

Based on the updated Inventory and responses to Question 15 on the attached worksheets, the following committees are identified for committee-by-committee Council discussion and direction:

- Building Committee
- Facilities Ad Hoc Committee
- Legislative Ad Hoc Committee
- Finance Committee
- Economic Development Committee
- Healthcare Ad Hoc Committee
- Insurance Advocacy Ad Hoc Committee

In addition, based on the assessment findings, staff recommends that the Onsite Ad Hoc Committee be sunset effective immediately, as its original purpose appears complete and ongoing activity is limited. Sunsetting this committee will reduce administrative burden and clarify that related matters should return directly to the full Council or be handled through normal staff reporting channels.

#### Standard Governance Questions for Council Review

For each committee listed above, staff will guide Council through the following standardized governance questions:

**1. Appropriate Forum and Role**

Is this topic best addressed by the full Town Council through direct staff reporting, or by a committee in an advisory role that returns recommendations or options to the full Council for direction?

**2. Purpose and Scope**

What is the clear and limited purpose statement for this committee?

What matters fall within the committee's scope, and what matters should remain with the full Council?

**3. Administration and Documentation Responsibilities**

- Who serves as Chair or convenor?

- Who prepares agendas?
  - Who prepares minutes and retains records?
  - What level of formal notice and documentation is expected?
4. **Meeting Cadence**
- Regular schedule (monthly or quarterly), or
  - As-needed, tied to defined deliverables?
5. **Reporting to the Full Council**
- Written updates, verbal reports, or scheduled agenda items?
  - What issues should trigger return to the Council for direction?
6. **Duration and Sunset**
- Completion of a defined task or milestone,
  - A fixed end date with possible reauthorization, or
  - Periodic formal Council review (e.g., annually or biennially)?

Staff recommends that the Council:

1. Review each committee identified above using the standardized governance questions during the meeting, with staff facilitating the discussion for consistency and clarity;
2. Approve the recommendation to sunset the Onsite Ad Hoc Committee effective immediately;
3. Provide direction that the standardized governance questions (Questions 1–6) be required each time:
  - A new committee is established, or
  - An existing committee is reaffirmed or modified; and
4. Direct that the full Committee Inventory be reviewed annually at the time Council assignments are considered each December, to confirm:
  - Which committees remain necessary,
  - Whether their purposes and structures remain appropriate, and
  - Whether any committees should be modified or sunset as part of the annual appointment process.

Adopting this approach will promote consistency, transparency, and efficiency in committee formation and operation and will provide a clear framework for both current and future Council actions related to committees.

**Financial Impact:**

There is no direct fiscal impact associated with this agenda item. The committee assessment focuses on governance structure, roles, and alignment rather than programmatic or budgetary decisions.

Potential indirect benefits include improved efficiency of staff time, clearer expectations for Council participation, and reduced administrative burden through better alignment of committee structure with purpose. Any future Council actions resulting from this review (such as restructuring or sunset of committees) would be brought forward separately with appropriate fiscal analysis, if applicable.

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Butte County Air Quality Management District
Type	External - Standing Committee
Date Established	N/A
Method of Establishment	N/A
Meeting Frequency & Location(s)	1x per month, BCAG Offices
Typical Meeting Length	1-2 hours
Sunset Date/Trigger	N/A
Town Budget Authority	N/A
Town Policy Authority	N/A
Representation Standard	1 Representative, 1 Alternate
Active Primary Representative(s)	Steve Crowder
Active Alternate Representative	Ron Lassonde
Staff Participants	None
External Participants	BCAQMD staff, jurisdiction elected officials
Committee Chair Responsibility	Rotating
Agenda Preparation Responsibility	BCAQMD staff
Minutes Preparation Responsibility	BCAQMD staff
Records Retention Responsibility	BCAQMD staff
Purpose Statement (if available) or Committee Description and other important notes.	The Butte County Air Quality Management District board establishes policies & approves new rules to protect people & environment from the effects of air pollution.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	N/A
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	N/A
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	N/A
4. Does the original need for the Committee still exist? (Yes/No)	N/A
5. Does the Committee overlap with another Committee or Body? (Yes/No)	N/A
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	N/A
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	N/A
9. What is the level of time intensity for Council representatives? (High, medium, low)	N/A
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	N/A
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	N/A
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	N/A
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	N/A
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	N/A

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Butte County Association of Governments
Type	External - Standing Committee
Date Established	N/A
Method of Establishment	N/A
Meeting Frequency & Location(s)	1x per month, BCAG Offices
Typical Meeting Length	1-2 hours
Sunset Date/Trigger	N/A
Town Budget Authority	N/A
Town Policy Authority	N/A
Representation Standard	1 Representative, 1 Alternate
Active Primary Representative(s)	Steve Crowder
Active Alternate Representative	Ron Lassonde
Staff Participants	None
External Participants	BCAG staff, jurisdiction elected officials
Committee Chair Responsibility	Rotating
Agenda Preparation Responsibility	BCAG staff
Minutes Preparation Responsibility	BCAG staff
Records Retention Responsibility	BCAG staff
Purpose Statement (if available) or Committee Description and other important notes.	The Butte County Association of Governments board is responsible for development of federal and state transportation plans and programs that secure transportation funding for the region's highways, transit, streets/roads, and, pedestrian and other transportation system improvements.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	N/A
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	N/A
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	N/A
4. Does the original need for the Committee still exist? (Yes/No)	N/A
5. Does the Committee overlap with another Committee or Body? (Yes/No)	N/A
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	N/A
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	N/A
9. What is the level of time intensity for Council representatives? (High, medium, low)	N/A
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	N/A
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	N/A
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	N/A
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	N/A
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	N/A

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	City Selection Committee
Type	External - Standing Committee
Date Established	N/A
Method of Establishment	N/A
Meeting Frequency & Location(s)	1x per year
Typical Meeting Length	1-2 hours
Sunset Date/Trigger	N/A
Town Budget Authority	N/A
Town Policy Authority	N/A
Representation Standard	Mayor
Active Primary Representative(s)	Steve Crowder
Active Alternate Representative	N/A
Staff Participants	N/A
External Participants	City Mayors
Committee Chair Responsibility	Unknown
Agenda Preparation Responsibility	County Clerk
Minutes Preparation Responsibility	County Clerk
Records Retention Responsibility	County Clerk
Purpose Statement (if available) or Committee Description and other important notes.	Meets once a year, and are responsible for appointing representatives of the Airport Land Use Commission, and LAFCo.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	N/A
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	N/A
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	N/A
4. Does the original need for the Committee still exist? (Yes/No)	N/A
5. Does the Committee overlap with another Committee or Body? (Yes/No)	N/A
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	N/A
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	N/A
9. What is the level of time intensity for Council representatives? (High, medium, low)	N/A
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	N/A
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	N/A
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	N/A
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	N/A
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	N/A

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	City/County Ad Hoc Committee
Type	External - Ad Hoc Committee
Date Established	N/A
Method of Establishment	N/A
Meeting Frequency & Location(s)	Unknown
Typical Meeting Length	Unknown
Sunset Date/Trigger	N/A
Town Budget Authority	N/A
Town Policy Authority	N/A
Representation Standard	One Councilmember
Active Primary Representative(s)	Steve Culleton
Active Alternate Representative	N/A
Staff Participants	N/A
External Participants	Two members of the Board of Supervisors and various staff.
Committee Chair Responsibility	County staff
Agenda Preparation Responsibility	County staff
Minutes Preparation Responsibility	County staff
Records Retention Responsibility	County staff
Purpose Statement (if available) or Committee Description and other important notes.	The City/County Ad Hoc Committee was formed to discuss issues/topics of common concern associated with the Paradise Ridge Area.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	N/A
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	N/A
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	N/A
4. Does the original need for the Committee still exist? (Yes/No)	N/A
5. Does the Committee overlap with another Committee or Body? (Yes/No)	N/A
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	N/A
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	N/A
9. What is the level of time intensity for Council representatives? (High, medium, low)	N/A
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	N/A
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	N/A
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	N/A
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	N/A
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	N/A



## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Butte Countywide Homeless Continuum of Care
Type	External - Standing Committee
Date Established	N/A
Method of Establishment	N/A
Meeting Frequency & Location(s)	1x per month, County Offices
Typical Meeting Length	2 hours
Sunset Date/Trigger	N/A
Town Budget Authority	N/A
Town Policy Authority	N/A
Representation Standard	1 Representative, 1 Alternate
Active Primary Representative(s)	Heidi Lange
Active Alternate Representative	Steve Culleton
Staff Participants	None
External Participants	Multi-jurisdiction staff, community stakeholders, other elected officials
Committee Chair Responsibility	County staff
Agenda Preparation Responsibility	County staff
Minutes Preparation Responsibility	County staff
Records Retention Responsibility	County staff
Purpose Statement (if available) or Committee Description and other important notes.	The Butte Countywide Homeless Continuum of Care (CoC) is a multi-agency planning body with the common goal of ending homelessness. This goal will be accomplished by assisting individuals and families experiencing homelessness receive rapid, adaptive, quality services which lead to the long-term stability of permanent housing and self-sufficiency.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	N/A
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	N/A
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	N/A
4. Does the original need for the Committee still exist? (Yes/No)	N/A
5. Does the Committee overlap with another Committee or Body? (Yes/No)	N/A
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	N/A
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	N/A
9. What is the level of time intensity for Council representatives? (High, medium, low)	N/A
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	N/A
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	N/A
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	N/A
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	N/A
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	N/A

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Disaster Council
Type	External - Standing Committee
Date Established	N/A
Method of Establishment	N/A
Meeting Frequency & Location(s)	
Typical Meeting Length	
Sunset Date/Trigger	N/A
Town Budget Authority	N/A
Town Policy Authority	N/A
Representation Standard	Mayor
Active Primary Representative(s)	Steve Crowder
Active Alternate Representative	N/A
Staff Participants	
External Participants	
Committee Chair Responsibility	
Agenda Preparation Responsibility	
Minutes Preparation Responsibility	
Records Retention Responsibility	
Purpose Statement (if available) or Committee Description and other important notes.	The purpose of the Disaster Council is to provide for the preparation and execution of plans for the protection of persons, the environment, and property within the County of Butte in the event of an emergency.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	N/A
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	N/A
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	N/A
4. Does the original need for the Committee still exist? (Yes/No)	N/A
5. Does the Committee overlap with another Committee or Body? (Yes/No)	N/A
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	N/A
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	N/A
9. What is the level of time intensity for Council representatives? (High, medium, low)	N/A
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	N/A
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	N/A
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	N/A
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	N/A
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	N/A

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Butte County Fire Safe Council
Type	External - Standing Committee
Date Established	N/A
Method of Establishment	N/A
Meeting Frequency & Location(s)	1x per month, Butte College Chico Campus
Typical Meeting Length	2 hours
Sunset Date/Trigger	N/A
Town Budget Authority	N/A
Town Policy Authority	N/A
Representation Standard	1 Representative, 1 Alternate
Active Primary Representative(s)	Heidi Lange
Active Alternate Representative	Steve Culleton
Staff Participants	None
External Participants	BCFSC staff
Committee Chair Responsibility	BCFSC staff
Agenda Preparation Responsibility	BCFSC staff
Minutes Preparation Responsibility	BCFSC staff
Records Retention Responsibility	BCFSC staff
Purpose Statement (if available) or Committee Description and other important notes.	Butte County Fire Safe Council provides wildland fire mitigation and recovery services to the communities of Butte County. Their mission is to provide safety in Butte County through wildfire hazard education, mitigation and wildlife recovery.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	N/A
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	N/A
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	N/A
4. Does the original need for the Committee still exist? (Yes/No)	N/A
5. Does the Committee overlap with another Committee or Body? (Yes/No)	N/A
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	N/A
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	N/A
9. What is the level of time intensity for Council representatives? (High, medium, low)	N/A
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	N/A
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	N/A
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	N/A
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	N/A
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	N/A

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Butte County Mosquito & Vector Control Board
Type	External - Standing Committee
Date Established	N/A
Method of Establishment	N/A
Meeting Frequency & Location(s)	1x per month, Chico
Typical Meeting Length	1-2 hours
Sunset Date/Trigger	N/A
Town Budget Authority	N/A
Town Policy Authority	N/A
Representation Standard	1 Councilmember
Active Primary Representative(s)	Melissa Schuster (Community member appointed by Council through 01/2027)
Active Alternate Representative	N/A
Staff Participants	None
External Participants	BCMVC staff, elected officials
Committee Chair Responsibility	Rotating elected officials
Agenda Preparation Responsibility	BCMVC staff
Minutes Preparation Responsibility	BCMVC staff
Records Retention Responsibility	BCMVC staff
Purpose Statement (if available) or Committee Description and other important notes.	The purpose of the eleven (11) trustee board is to set policy for the 1600 square mile district concerning Mosquito and Vector control. The mission of BCMVC is to reduce mosquito-transmitted disease and other vector associated diseases through environmentally compatible control practices and public education.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	N/A
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	N/A
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	N/A
4. Does the original need for the Committee still exist? (Yes/No)	N/A
5. Does the Committee overlap with another Committee or Body? (Yes/No)	N/A
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	N/A
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	N/A
9. What is the level of time intensity for Council representatives? (High, medium, low)	N/A
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	N/A
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	N/A
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	N/A
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	N/A
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	N/A

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Butte Local Agency Formation Commission
Type	External - Standing Committee
Date Established	N/A
Method of Establishment	N/A
Meeting Frequency & Location(s)	1x per month, Oroville City Council Chambers
Typical Meeting Length	1-2 hours
Sunset Date/Trigger	N/A
Town Budget Authority	N/A
Town Policy Authority	N/A
Representation Standard	1 Councilmember
Active Primary Representative(s)	Greg Bolin
Active Alternate Representative	N/A
Staff Participants	None
External Participants	Elected officials, LAFCo staff
Committee Chair Responsibility	Rotating elected officials
Agenda Preparation Responsibility	LAFCo staff
Minutes Preparation Responsibility	LAFCo staff
Records Retention Responsibility	LAFCo staff
Purpose Statement (if available) or Committee Description and other important notes.	LAFCo is a State mandated local agency composed of seven regular Commissioners: two members from the Butte County Board of Supervisors (selected by the entire Board); two members from the city councils (selected by the mayors of all five incorporated cities); two members who represent special districts (selected by a majority vote of independent special districts); and one public member (selected by the other six LAFCo members). The LAFCo board oversees boundary changes to cities and special districts, the formation of new agencies including incorporation of new cities, and consolidation of existing agencies.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	N/A
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	N/A
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	N/A
4. Does the original need for the Committee still exist? (Yes/No)	N/A
5. Does the Committee overlap with another Committee or Body? (Yes/No)	N/A
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	N/A
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	N/A
9. What is the level of time intensity for Council representatives? (High, medium, low)	N/A
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	N/A
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	N/A
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	N/A
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	N/A
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	N/A

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Paradise Community Village
Type	External - Standing
Date Established	2003
Method of Establishment	Unknown
Meeting Frequency & Location(s)	Varies
Typical Meeting Length	Varies
Sunset Date/Trigger	Unknown
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	1 Councilmember
Active Primary Representative(s)	Greg Bolin
Active Alternate Representative	N/A
Staff Participants	Recovery & Economic Development Director
External Participants	Youth for Change; Paradise Youth Soccer Club; and, the Community Housing Improvement Program (CHIP).
Committee Chair Responsibility	PCV
Agenda Preparation Responsibility	PCV staff
Minutes Preparation Responsibility	PCV staff
Records Retention Responsibility	PCV staff
Purpose Statement (if available) or Committee Description and other important notes.	Formed to oversee the development of the Paradise Community Village project.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	N/A
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	N/A
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	N/A
4. Does the original need for the Committee still exist? (Yes/No)	N/A
5. Does the Committee overlap with another Committee or Body? (Yes/No)	N/A
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	N/A
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	N/A
9. What is the level of time intensity for Council representatives? (High, medium, low)	N/A
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	N/A
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	N/A
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	N/A
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	N/A
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	N/A

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Butte County Tourism & Business Improvement District
Type	External - Standing Committee
Date Established	N/A
Method of Establishment	N/A
Meeting Frequency & Location(s)	
Typical Meeting Length	
Sunset Date/Trigger	N/A
Town Budget Authority	N/A
Town Policy Authority	N/A
Representation Standard	1 Councilmember
Active Primary Representative(s)	Ron Lassonde
Active Alternate Representative	N/A
Staff Participants	Recovery & Economic Development Director
External Participants	
Committee Chair Responsibility	
Agenda Preparation Responsibility	
Minutes Preparation Responsibility	
Records Retention Responsibility	
Purpose Statement (if available) or Committee Description and other important notes.	The Butte County Tourism Business Improvement District (BCTBID) is an assessment district that provides specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses. The Butte County Tourism Business Improvement District was formed in November 2015 and includes the communities of Chico, Oroville, Paradise, Biggs, and the unincorporated area of Butte County. The annual assessment rate is two percent (2%) of gross short-term room rental revenue. Utilizing assessment funds collected, Explore Butte County intends to strategically market the region with the goal of increasing overnight stays. This is only an advisory position, and an appointment is at the discretion of the Town Council.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	N/A
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	N/A
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	N/A
4. Does the original need for the Committee still exist? (Yes/No)	N/A
5. Does the Committee overlap with another Committee or Body? (Yes/No)	N/A
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	N/A
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	N/A
9. What is the level of time intensity for Council representatives? (High, medium, low)	N/A
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	N/A
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	N/A
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	N/A
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	N/A
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	N/A

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Butte County Consolidated Oversight Board
Type	External - Standing Committee
Date Established	2012
Method of Establishment	N/A
Meeting Frequency & Location(s)	1x per year in January, County Board of Supervisors Chambers
Typical Meeting Length	2-3 hours
Sunset Date/Trigger	N/A
Town Budget Authority	N/A
Town Policy Authority	N/A
Representation Standard	Mayor
Active Primary Representative(s)	Steve Crowder
Active Alternate Representative	N/A
Staff Participants	None
External Participants	Health & Safety Code Designees pursuant to Section 34179(j) - various appointments across sectors
Committee Chair Responsibility	Rotating selection
Agenda Preparation Responsibility	County staff
Minutes Preparation Responsibility	County staff
Records Retention Responsibility	County staff
Purpose Statement (if available) or Committee Description and other important notes.	The Countywide Oversight Board has fiduciary responsibility to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues. (Oversight Board to the Successor Agency to the Redevelopment Agency.)

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	N/A
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	N/A
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	N/A
4. Does the original need for the Committee still exist? (Yes/No)	N/A
5. Does the Committee overlap with another Committee or Body? (Yes/No)	N/A
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	N/A
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	N/A
9. What is the level of time intensity for Council representatives? (High, medium, low)	N/A
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	N/A
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	N/A
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	N/A
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	N/A
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	N/A



## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Butte County Waste Management Local Task Force
Type	External - Standing Committee
Date Established	N/A
Method of Establishment	N/A
Meeting Frequency & Location(s)	2x per year upon notification
Typical Meeting Length	1 hour
Sunset Date/Trigger	N/A
Town Budget Authority	N/A
Town Policy Authority	N/A
Representation Standard	2 Councilmembers
Active Primary Representative(s)	Greg Bolin, Steve Culleton
Active Alternate Representative	N/A
Staff Participants	CDD Director - Planning & Wastewater
External Participants	Local haulers and staff representation from County jurisdictions
Committee Chair Responsibility	Butte County NRRWF Staff
Agenda Preparation Responsibility	None prepared
Minutes Preparation Responsibility	None prepared
Records Retention Responsibility	Butte County staff
Purpose Statement (if available) or Committee Description and other important notes.	The Local Task Force is a mandated committee formed by the Board of Supervisors; develops goals, policies & procedures which are consistent with guidelines & regulations adopted by the CA Integrated Waste Management Act relating to coordinated & cost-effective regional waste management issues/solutions.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	N/A
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	N/A
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	N/A
4. Does the original need for the Committee still exist? (Yes/No)	N/A
5. Does the Committee overlap with another Committee or Body? (Yes/No)	N/A
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	N/A
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	N/A
9. What is the level of time intensity for Council representatives? (High, medium, low)	N/A
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	N/A
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	N/A
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	N/A
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	N/A
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	N/A

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	TOP-PID Liaison Committee
Type	Liaison - Standing Committee
Date Established	1979
Method of Establishment	Unknown
Meeting Frequency & Location(s)	Quarterly
Typical Meeting Length	1 hour
Sunset Date/Trigger	None identified
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	2 Councilmembers
Active Primary Representative(s)	Greg Bolin, Ron Lassonde
Active Alternate Representative	N/A
Staff Participants	Town Manager, Public Works Director/Town Engineer
External Participants	PID Board Members & Staff
Committee Chair Responsibility	Hosting entity administrator (Town Manager or District Manager)
Agenda Preparation Responsibility	Town Clerk
Minutes Preparation Responsibility	Town Clerk
Records Retention Responsibility	Town Clerk
Purpose Statement (if available) or Committee Description and other important notes.	Discuss issues of common concern

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	Yes
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	Yes
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	Yes
4. Does the original need for the Committee still exist? (Yes/No)	Yes
5. Does the Committee overlap with another Committee or Body? (Yes/No)	No
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	No
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	No
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	Less than 5
9. What is the level of time intensity for Council representatives? (High, medium, low)	Low
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	Information Sharing
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	No
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	No
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	No
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	Well aligned
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	No

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	TOP-PUSD Liaison Committee
Type	Liaison - Standing Committee
Date Established	January 14, 2025
Method of Establishment	Minute order
Meeting Frequency & Location(s)	Quarterly
Typical Meeting Length	1 hour
Sunset Date/Trigger	None identified
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	2 Councilmembers
Active Primary Representative(s)	Greg Bolin, Heidi Lange
Active Alternate Representative	N/A
Staff Participants	Town Manager, Recovery & Economic Development Director, Public Works Director/Town Engineer
External Participants	PUSD Board Members & Staff
Committee Chair Responsibility	Hosting entity administrator (Town Manager or District Manager)
Agenda Preparation Responsibility	Town Clerk
Minutes Preparation Responsibility	Town Clerk
Records Retention Responsibility	Town Clerk
Purpose Statement (if available) or Committee Description and other important notes.	Discuss issues of common concern

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	Yes
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	Yes
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	Yes
4. Does the original need for the Committee still exist? (Yes/No)	Yes
5. Does the Committee overlap with another Committee or Body? (Yes/No)	No
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	No
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	No
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	Less than 5
9. What is the level of time intensity for Council representatives? (High, medium, low)	Low
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	Information Sharing
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	No
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	No
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	No
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	Well aligned
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	No

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	TOP-PRPD Liaison Committee
Type	Liaison - Standing Committee
Date Established	Prior to 2000
Method of Establishment	Unknown
Meeting Frequency & Location(s)	Quarterly
Typical Meeting Length	1 hour
Sunset Date/Trigger	None identified
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	2 Councilmembers
Active Primary Representative(s)	Steve Crowder, Steve Culleton
Active Alternate Representative	N/A
Staff Participants	Town Manager, Public Works Director/Town Engineer
External Participants	PRPD Board Members & Staff
Committee Chair Responsibility	Hosting entity administrator (Town Manager or District Manager)
Agenda Preparation Responsibility	Town Clerk
Minutes Preparation Responsibility	Town Clerk
Records Retention Responsibility	Town Clerk
Purpose Statement (if available) or Committee Description and other important notes.	Discuss issues of common concern

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	Yes
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	Yes
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	Yes
4. Does the original need for the Committee still exist? (Yes/No)	Yes
5. Does the Committee overlap with another Committee or Body? (Yes/No)	No
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	No
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	No
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	Less than 5
9. What is the level of time intensity for Council representatives? (High, medium, low)	Low
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	Information Sharing
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	No
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	No
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	No
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	Well aligned
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	No

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Building Stakeholder Committee
Type	Internal - Ad Hoc Committee
Date Established	August 12, 2025
Method of Establishment	Minute order
Meeting Frequency & Location(s)	Unknown
Typical Meeting Length	Unknown
Sunset Date/Trigger	None identified
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	2 Councilmembers
Active Primary Representative(s)	Steve Crowder, Heidi Lange
Active Alternate Representative	N/A
Staff Participants	Town Manager, Assistant Town Manager, CDD Director - Building & Code Enforcement
External Participants	To be determined
Committee Chair Responsibility	None identified
Agenda Preparation Responsibility	Unknown
Minutes Preparation Responsibility	Unknown
Records Retention Responsibility	Town staff
Purpose Statement (if available) or Committee Description and other important notes.	Original formation language was to enhance the Building Department's inspection practices for review and discussion at the October (2025) Town Council meeting. The Committee has not met yet nor other stakeholders been identified. Recommend adaptation to provide oversight and engagement within the Building Division Corrective Action Plan.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	Yes
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	Yes
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	No
4. Does the original need for the Committee still exist? (Yes/No)	Yes
5. Does the Committee overlap with another Committee or Body? (Yes/No)	No
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	Many
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	5-15
9. What is the level of time intensity for Council representatives? (High, medium, low)	Low
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	Mixed
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	N/A
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	No
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	N/A
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	Yes

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Downtown Phase 3 Working Group
Type	Internal - Ad Hoc Committee
Date Established	June 10, 2025
Method of Establishment	Minute order
Meeting Frequency & Location(s)	3x per year, Town Hall
Typical Meeting Length	1-2 hours
Sunset Date/Trigger	None identified
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	2 Councilmembers
Active Primary Representative(s)	Ron Lassonde, Heidi Lange
Active Alternate Representative	N/A
Staff Participants	Town Manager, Recovery & Economic Development Director, CDD Director - Planning & Wastewater
External Participants	Paradise Chamber of Commerce, PATCH, Rebuild Paradise Foundation, Realtor, Consultant staff
Committee Chair Responsibility	None identified
Agenda Preparation Responsibility	No Agendas/Minutes are prepared
Minutes Preparation Responsibility	No Agendas/Minutes are prepared
Records Retention Responsibility	Various records are retained by staff for implementation actions/normal course of work
Purpose Statement (if available) or Committee Description and other important notes.	Present a strategic plan to council which will include 1-, 3-, and 5-year measurable steps and a menu of potential actions

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	Yes
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	Yes
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	No
4. Does the original need for the Committee still exist? (Yes/No)	Yes
5. Does the Committee overlap with another Committee or Body? (Yes/No)	Yes
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	Some
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	Some
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	Less than 5
9. What is the level of time intensity for Council representatives? (High, medium, low)	Low
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	Mixed
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	Yes
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	No
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	Yes
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	Well aligned
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	Yes

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Economic Development Committee
Type	Internal - Ad Hoc Committee
Date Established	January 13, 2026
Method of Establishment	Minute order
Meeting Frequency & Location(s)	Unknown, Town Hall
Typical Meeting Length	Unknown
Sunset Date/Trigger	None identified
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	2 Councilmembers
Active Primary Representative(s)	Steve Crowder, Heidi Lange
Active Alternate Representative	N/A
Staff Participants	Town Manager, Recovery & Economic Development Director
External Participants	Paradise Chamber of Commerce, PATCH, Business Owners, Realtors
Committee Chair Responsibility	None identified
Agenda Preparation Responsibility	No Agendas/Minutes are prepared
Minutes Preparation Responsibility	No Agendas/Minutes are prepared
Records Retention Responsibility	Various records are retained by staff for implementation actions/normal course of work
Purpose Statement (if available) or Committee Description and other important notes.	N/A. Recently formed, has not met yet.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	Yes
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	Yes
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	No
4. Does the original need for the Committee still exist? (Yes/No)	Yes
5. Does the Committee overlap with another Committee or Body? (Yes/No)	Yes
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	N/A
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	N/A
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	N/A
9. What is the level of time intensity for Council representatives? (High, medium, low)	N/A
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	Mixed
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	Yes
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	N/A
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	No
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	Mixed
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	Yes

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Healthcare Committee
Type	Internal - Ad Hoc Committee
Date Established	December 13, 2022
Method of Establishment	Minute order
Meeting Frequency & Location(s)	3-4x per year, Town Hall
Typical Meeting Length	1 hour
Sunset Date/Trigger	None identified
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	2 Councilmembers
Active Primary Representative(s)	Steve Crowder, Ron Lassonde
Active Alternate Representative	N/A
Staff Participants	Town Manager, Recovery & Economic Development Director
External Participants	None
Committee Chair Responsibility	None identified
Agenda Preparation Responsibility	No Agendas/Minutes are prepared
Minutes Preparation Responsibility	No Agendas/Minutes are prepared
Records Retention Responsibility	Various records are retained by staff for implementation actions/normal course of work
Purpose Statement (if available) or Committee Description and other important notes.	The Healthcare Committee was established to return Emergency Services and other Health Care facilities to Paradise. The committee reports to and receives direction from the Council.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	Yes
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	Yes
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	No
4. Does the original need for the Committee still exist? (Yes/No)	Yes
5. Does the Committee overlap with another Committee or Body? (Yes/No)	No
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	Some
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	Some
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	Less than 5
9. What is the level of time intensity for Council representatives? (High, medium, low)	Low
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	Policy Exploration
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	No
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	No
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	No
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	Mixed Alignment
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	Yes



## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Facilities Committee
Type	Internal - Ad Hoc Committee
Date Established	February 11, 2025
Method of Establishment	Minute order
Meeting Frequency & Location(s)	As needed, Town Hall
Typical Meeting Length	1 hour
Sunset Date/Trigger	None identified
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	2 Councilmembers
Active Primary Representative(s)	Greg Bolin, Steve Culleton
Active Alternate Representative	N/A
Staff Participants	Town Manager, Public Works Director/Town Engineer, other staff as directed
External Participants	None
Committee Chair Responsibility	Public Works Director/Town Engineer
Agenda Preparation Responsibility	No Agendas/Minutes are prepared
Minutes Preparation Responsibility	No Agendas/Minutes are prepared
Records Retention Responsibility	Various records are retained by staff for implementation actions/normal course of work
Purpose Statement (if available) or Committee Description and other important notes.	Review and advise on next steps relating to the Town of Paradise's overall facilities as well as facilities replacement needs resulting from the 2018 Camp Fire.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	Yes
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	Yes
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	No
4. Does the original need for the Committee still exist? (Yes/No)	Yes
5. Does the Committee overlap with another Committee or Body? (Yes/No)	No
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	Low
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	Some
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	Less than 5
9. What is the level of time intensity for Council representatives? (High, medium, low)	Medium
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	Mixed
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	Yes
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	No
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	No
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	Mixed alignment
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	Yes

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Finance Committee
Type	Internal
Date Established	2001
Method of Establishment	Ordinance
Meeting Frequency & Location(s)	Quarterly
Typical Meeting Length	1 hour
Sunset Date/Trigger	None identified
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	Mayor & Vice Mayor
Active Primary Representative(s)	Steve Crowder, Steve Culleton
Active Alternate Representative	N/A
Staff Participants	Town Manager, Assistant Town Manager, Finance Director
External Participants	None
Committee Chair Responsibility	Town Manager
Agenda Preparation Responsibility	No Agendas/Minutes are prepared
Minutes Preparation Responsibility	No Agendas/Minutes are prepared
Records Retention Responsibility	Various records are retained by staff for implementation actions/normal course of work
Purpose Statement (if available) or Committee Description and other important notes.	Established by Paradise Municipal Code Section 2.16.030, the finance and investment committee shall provide oversight of the town's financial, public financing and investment activities and ensure that all such activities are in accordance with all applicable state and local laws, regulations and policies.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	Yes
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	Yes
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	No
4. Does the original need for the Committee still exist? (Yes/No)	Yes
5. Does the Committee overlap with another Committee or Body? (Yes/No)	No
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	Some
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	Some
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	Less than 5
9. What is the level of time intensity for Council representatives? (High, medium, low)	Medium
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	Mixed
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	Yes
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	No
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	No
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	Mixed alignment
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	Yes

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Insurance Advocacy Committee
Type	Internal - Ad Hoc Committee
Date Established	October 14, 2025
Method of Establishment	Minute Order
Meeting Frequency & Location(s)	Unknown, Town Hall
Typical Meeting Length	1 hour
Sunset Date/Trigger	None identified
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	2 Councilmembers
Active Primary Representative(s)	Greg Bolin, Heidi Lange
Active Alternate Representative	N/A
Staff Participants	Town Manager, Recovery & Economic Development Director
External Participants	Paradise Chamber of Commerce, Insurance Professionals, Realtors, Community Groups, Member at Large
Committee Chair Responsibility	None identified
Agenda Preparation Responsibility	No Agendas/Minutes are prepared
Minutes Preparation Responsibility	No Agendas/Minutes are prepared
Records Retention Responsibility	Various records are retained by staff for implementation actions/normal course of work
Purpose Statement (if available) or Committee Description and other important notes.	To bring together industry experts, community partners, and local stakeholders to identify and implement practical steps our community can take to become more insurable; and, actively engage with insurance providers to explore solutions that make homeowners insurance more accessible and affordable for residents.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	Yes
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	Yes
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	No
4. Does the original need for the Committee still exist? (Yes/No)	Yes
5. Does the Committee overlap with another Committee or Body? (Yes/No)	Yes
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	Low
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	Low
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	Less than 5
9. What is the level of time intensity for Council representatives? (High, medium, low)	Low
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	Policy Exploration
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	Yes
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	No
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	No
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	Well aligned
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	Yes

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Legislative Committee
Type	Internal - Ad Hoc Committee
Date Established	February 14, 2023
Method of Establishment	Minute order
Meeting Frequency & Location(s)	3-4x per year, Town Hall
Typical Meeting Length	1 hour
Sunset Date/Trigger	None identified
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	Mayor & Vice Mayor
Active Primary Representative(s)	Steve Crowder, Steve Culleton
Active Alternate Representative	N/A
Staff Participants	Town Manager, Recovery & Economic Development Director
External Participants	None
Committee Chair Responsibility	Recovery & Economic Development Director
Agenda Preparation Responsibility	No Agendas/Minutes are prepared
Minutes Preparation Responsibility	No Agendas/Minutes are prepared
Records Retention Responsibility	Various records are retained by staff for implementation actions/normal course of work
Purpose Statement (if available) or Committee Description and other important notes.	To track state and federal legislation and administrative regulation that have an impact on the Town. The Committee is tasked with representing the Town before legislative and regulatory bodies to work with elected and appointed officials to make recommendations on legislative advocacy issues that benefit the Town and its residents. Committee members regularly report to the Council regarding state and federal legislation that may impact the Town and seek direction from the Town Council as to what position they should take when interacting with elected and appointed officials.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	Yes
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	Yes
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	No
4. Does the original need for the Committee still exist? (Yes/No)	Yes
5. Does the Committee overlap with another Committee or Body? (Yes/No)	No
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	Some
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	Some
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	less than 5
9. What is the level of time intensity for Council representatives? (High, medium, low)	Low
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	External Representation
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	Yes
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	No
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	No
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	Mixed aligned
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	Yes

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Onsite Ad Hoc Committee
Type	Internal - Ad Hoc Committee
Date Established	September 3, 2008
Method of Establishment	Minute order
Meeting Frequency & Location(s)	As needed
Typical Meeting Length	Unknown
Sunset Date/Trigger	None identified
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	2 Councilmembers
Active Primary Representative(s)	Greg Bolin, Steve Crowder
Active Alternate Representative	N/A
Staff Participants	CDD Director - Planning & Wastewater
External Participants	None
Committee Chair Responsibility	None identified
Agenda Preparation Responsibility	No Agendas/Minutes are prepared
Minutes Preparation Responsibility	No Agendas/Minutes are prepared
Records Retention Responsibility	Various records are retained by staff for implementation actions/normal course of work
Purpose Statement (if available) or Committee Description and other important notes.	Meets as needed to keep Council representatives informed of issues & long-term effects of proposed changes to the Manual for Onsite Treatment of Wastewater (Onsite Manual). Staff is unaware of last meeting held by this Committee and could be formally disbanded.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	Yes
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	Yes
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	No
4. Does the original need for the Committee still exist? (Yes/No)	No
5. Does the Committee overlap with another Committee or Body? (Yes/No)	No
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	Low
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	Low
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	Less than 5
9. What is the level of time intensity for Council representatives? (High, medium, low)	Low
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	No
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	No
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	No
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	No
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	Misaligned
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	Yes

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Paradise Solid Waste Committee
Type	Internal - Ad Hoc Committee
Date Established	Prior to 2005
Method of Establishment	Unknown
Meeting Frequency & Location(s)	As needed, second Tuesday of the Month
Typical Meeting Length	30 minutes
Sunset Date/Trigger	None identified
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	2 Councilmembers
Active Primary Representative(s)	Greg Bolin, Steve Culleton
Active Alternate Representative	N/A
Staff Participants	Town Manager, CDD Director - Planning & Wastewater
External Participants	Northern Recycling & Waste Services staff
Committee Chair Responsibility	None identified
Agenda Preparation Responsibility	No Agendas/Minutes are prepared
Minutes Preparation Responsibility	No Agendas/Minutes are prepared
Records Retention Responsibility	Various records are retained by staff for implementation actions/normal course of work
Purpose Statement (if available) or Committee Description and other important notes.	Committee which meets irregularly based on need and current issues such as Franchise Agreements, terms and other solid waste items affecting Paradise residents. Meeting frequencies are expected to decline.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	Yes
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	Yes
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	Yes
4. Does the original need for the Committee still exist? (Yes/No)	Yes
5. Does the Committee overlap with another Committee or Body? (Yes/No)	No
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	Many
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	Low
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	Less than 5
9. What is the level of time intensity for Council representatives? (High, medium, low)	Low
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	Oversight/Monitoring
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	No
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	Yes
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	No
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	Well aligned
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	No

## Town of Paradise

### Town Council Committees Inventory & Assessment

Committee Profile	
Category	Response
Committee Name	Paradise Sewer Project Ad Hoc Committee
Type	Internal - Ad Hoc Committee
Date Established	January 21, 2025
Method of Establishment	Minute Order
Meeting Frequency & Location(s)	Every 2 Weeks (Thursdays at 2pm at Town Hall)
Typical Meeting Length	45 minutes
Sunset Date/Trigger	None identified
Town Budget Authority	None
Town Policy Authority	None
Representation Standard	2 Councilmembers
Active Primary Representative(s)	Steve Crowder, Heidi Lange
Active Alternate Representative	N/A
Staff Participants	Town Manager, Public Works Director/Town Engineer, Project Manager
External Participants	PID Board Members, PID Staff, Consultants
Committee Chair Responsibility	None identified
Agenda Preparation Responsibility	Public Works Director/Town Engineer or designated staff
Minutes Preparation Responsibility	Public Works Director/Town Engineer or designated staff
Records Retention Responsibility	Public Works Director/Town Engineer or designated staff
Purpose Statement (if available) or Committee Description and other important notes.	To monitor progress of the Paradise Sewer Project, and increase project momentum while keeping the public apprised of project progress to deliver a fundable, permittable, scalable wastewater collection and treatment solution.

Internal Committee Structural Fit Review	
Question	Response
1. Does the Committee's function match its designated type (External/Standing/Ad Hoc/Liaison)? (Yes/Partially/No)	Yes
2. Does the Committee have continuing subject matter jurisdiction? (Yes/No)	Yes
3. Does the Committee have a fixed schedule by formal action? (Yes/No)	Yes
4. Does the original need for the Committee still exist? (Yes/No)	Yes
5. Does the Committee overlap with another Committee or Body? (Yes/No)	No
6. Are there tangible outputs of the Committee within the last 12 months? (Many, some, low)	Yes
7. Are there forecasted outputs of the Committee within the next 12 months? (Many, some, low)	Yes
8. What are the estimated staff hours per month dedicated to this Committee? (less than 5, 5-15, 15-30 or 30+)	5-15
9. What is the level of time intensity for Council representatives? (High, medium, low)	Medium
10. Which of the following best describes the Committee's primary function? (Information sharing, oversight/monitoring, policy exploration, external representation, mixed)	Mixed
11. Does the Committee routinely discuss matters that would otherwise require full Council policy direction or action? (Yes/No)	No
12. Is the Committee providing regular and documented updates to the full Town Council? (Yes/No)	Yes
13. Has the sunset or trigger date for Committee conclusion been reviewed within the last two years? (Yes/No)	No
14. What is the overall structural alignment assessment? (Well aligned, mixed alignment, misaligned)	Well aligned
15. Based on the above information, should the Committee structure be reviewed by the full Town Council? (Yes/No)	No



**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 6(d)**

**ORIGINATED BY:** Jessica Erdahl, Supervising Project Manager  
**REVIEWED BY:** Michael O'Brien, Interim Town Manager  
**SUBJECT:** Award Construction Contract - Off-System Road Rehabilitation Project - 2026  
**LONG TERM RECOVERY PLAN:** Yes, Tier 1

**COUNCIL ACTION REQUESTED:**

1. Adopt Resolution No. 2026- \_\_\_\_, " A Resolution of the Town Council of the Town of Paradise Awarding Construction Contract No. 8407.4 CON, Off-System Road Rehabilitation Project - 2026, to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid and designating authority to the Town Manager to Execute an Agreement with Baldwin Contracting Company, Inc. dba Knife River Construction and to approve contingency expenditures not exceeding 10%".  
(ROLL CALL VOTE)

**Background:**

Due to the ongoing recovery effort and debris removal operations within the Town and Butte County, the Town's off-system roadway infrastructure sustained heavy damage in the wake of the Camp Fire. The pavement structural sections were damaged in two ways:

1. Pavement Scarring due to Car Fires – On the day of the Camp Fire, several motorists were required to abandon their vehicles and continue evacuating on foot. The subsequent car fires damaged the pavement, justifying the need for repair.
2. Pavement structural section damage due to heavy truck traffic – Following the Camp Fire, the Town experienced a staggering level of truck traffic. During the CALOES Debris Removal effort, over 3.7 million tons of material was removed, equivalent to approximately 300,000 truckloads. During that same period, PG&E, Comcast, and AT&T restored their damaged distribution infrastructure. Additionally, PG&E removed over 92,000 trees, and an additional 100,000 trees were removed in 2020 as part of the Hazard Tree Removal Program. The volume of trucks using the Town's off-system roads has resulted in damage to the pavement structural section, justifying the need for rehabilitation.

The Town coordinated with the Federal Emergency Management Agency (FEMA) to secure Public Assistance permanent restoration funding to repair damaged off-system roads town wide. Through the Public Assistance Program, the Town of Paradise has been approved for \$38,290,000 for the off-system road rehabilitation project. The approved project is located on "Off-System" roads. Off-system roadway rehabilitation include roadways that are not on the on-system roadways and will be funded by FEMA.

On November 10, 2020, Paradise Town Council awarded master on-call contracts to Mark



Thomas, Dokken Engineering, GHD, Inc., Wood Rodgers, Inc. and Dewberry Drake Haglan to perform on-call professional civil engineering services for a variety of local, state, and federally-funded projects. Subsequently, in January 2021, task orders were issued to GHD, Dokken Engineering, and Dewberry to perform civil design services on the off-system road rehabilitation project.

The overall scope of work for the Project can be summarized as follows:

Repair Camp Fire damaged off-system roads to achieve a pre-fire condition.

On August 17, 2023 Paradise Town Council awarded Contract No 8407.1.CON, 2023 Off-System Roadway Rehabilitation (Project 1) to Hat Creek Construction and Materials in the amount of their base bid plus additive bid #1,\$5,756,809.

On May 14, 2024 Paradise Town Council awarded Contract No 8407.2.CON, 2024 Off-System Roadway Rehabilitation (Project 2) to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid \$7,565,944.94.

On March 11, 2025 Paradise Town Council awarded Contract No 8407.3.CON, 2025 Off-System Roadway Rehabilitation (Project 3 – 19.61 miles) to DeSilva Gates Construction LLC in the amount of their base bid \$11,520,520.

On December 9, 2026 Paradise Town Council adopted a resolution approving the Plans, Specifications and Estimate for the Off-System Road Rehabilitation Project - 2026. Council further directed staff to advertise for bids.

A project map if the proposed 2026 project limits are provided in this Agenda Summary.

#### **Analysis:**

On January 26, 2026, 5 bids were received by the Town Clerk and publicly opened. A list of bids received are shown in the table below:

<b>Bid No.</b>	<b>Item Description</b>	<b>Base Bid Amount</b>
X	Engineer's Estimate	\$8,115,411.03
1	Baldwin Contracting Company, Inc. dba Knife River Construction	\$6,497,568.49
2	DeSilva Gates Construction LLC	\$7,043,777.00
3	Mountain Cascade, Inc.	\$7,766,144.00
4	Martin Brothers Construction	\$7,900,822.00
5	All-American Construction, Inc.	\$9,162,933.02

Per the contract specifications, the award of the contract, if it be awarded, will be to the lowest responsible, responsive bidder based upon the base bid whose bid complies with all the requirements prescribed.

Staff is recommending award of Contract No. 8407.4 CON, Off-System Road Rehabilitation Project - 2026 to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid \$6,497,568.49. This recommendation is made after careful review of the Contractor's bid submittals including required Section 3 Commitment, Section 3 Good Faith efforts and subcontractor listings.

**Financial Impact:**

FEMA Public Assistance funds have been authorized for construction and construction engineering phases at actual documented cost incurred.

The total estimated construction and construction engineering cost for the Off-System Road Rehabilitation Project - 2026 is \$8,077,723. The estimated funding breakdown is shown below.

**2026 Off-System Road Rehabilitation Project 8407.4 CON**

<b>Contract Items</b>	<b>Total Estimated Cost</b>	<b>Total Participating Cost</b>	<b>FEMA/CalOES</b>	<b>CDBG-DR Match</b>	<b>Non-Participating (Storm Drain)</b>
Construction Project 4 - 2026	\$6,462,178	\$6,416,288	\$3,601,101	\$2,815,187	\$45,890
Contingency (10%)	\$646,218	\$641,629		\$641,629	\$4,589
Construction Management (15%)	\$969,327	\$962,443		\$962,443	\$6,884
<b>Total</b>	<b>\$8,077,723</b>	<b>\$8,020,361</b>	<b>\$3,601,101</b>	<b>\$4,419,259</b>	<b>\$57,363</b>
Total Available Funding	\$11,535,636	\$11,478,273	\$3,601,101	\$7,877,172	\$57,363
<b>Balance</b>	<b>\$3,457,913</b>	<b>\$3,457,913</b>	<b>\$0</b>	<b>\$3,457,913</b>	<b>\$0</b>

Costs in excess of available FEMA/CalOES funding and required matching funds will be funded by the Community Development Block Grant-Disaster Recovery fund. Non-participating storm drain infrastructure costs will be funded with Development Impact Fees.

**Attachments:**

- A. Resolution
- B. 2026 Project Map

**TOWN OF PARADISE  
RESOLUTION NO. 2026-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
AWARDING CONSTRUCTION CONTRACT NO. 8407.4 CON, OFF-SYSTEM ROAD  
REHABILITATION PROJECT - 2025, TO BALDWIN CONTRACTING COMPANY, INC.  
DBA KNIFE RIVER CONSTRUCTION IN THE AMOUNT OF THEIR BASE BID AND  
DESIGNATING AUTHORITY TO THE TOWN MANAGER TO EXECUTE AN  
AGREEMENT WITH BALDWIN CONTRACTING COMPANY, INC. DBA KNIFE RIVER  
CONSTRUCTION AND TO APPROVE CONTINGENCY EXPENDITURES NOT  
EXCEEDING 10%**

**WHEREAS,** off-system roads sustained damage as a result of the Camp Fire;  
and

**WHEREAS,** the Town of Paradise has received a \$38,290,000 allocation of  
Federal Emergency Management Agency Public Assistance funds; and

**WHEREAS,** the Town of Paradise has received a \$7,308,635 allocation of  
United States Department of Housing and Urban Development (HUD) Community  
Development Block Grant – Disaster Recovery funds as matching funds; and

**WHEREAS,** the purpose of the Public Assistance Program is to repair or  
reconstruct non-federal aid highways and roads (“Off-System”) which have suffered  
serious damage as a result of natural disasters; and

**WHEREAS,** eligible repairs may include, but are not limited to, damage  
occurring to pavement or other surface courses, shoulders, embankments, cut slopes,  
roadside development, and stream channels, whether man-made or natural. Pavement  
repairs or reconstruction may also include rock slope protection, cribbing, or other stream  
bank control features, bridges, retaining walls, culverts and debris removal, including other  
deposits from roadway drainage channels and the traveled way; and

**WHEREAS,** the Off-System Road Rehabilitation Project - 2026 is consistent in  
scope with the approved Public Assistance funds; and

**WHEREAS,** the Off-System Road Rehabilitation Project - 2026 is consistent with  
priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the  
2018 Camp Fire; and

**WHEREAS,** the Town Council approved the Plans, Specification and Estimates  
and authorized advertisement for bids on the Off-System Road Rehabilitation Project -  
2026 on the 9th day of December 2025;

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

**Section 1.** The Town Manager is authorized to award and execute the construction  
contract to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount  
of their base bid. for the Off-System Road Rehabilitation Project - 2026 and designate

authority to the Public Works Director to approve contingency expenditures not exceeding 10%.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 10th day of February 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

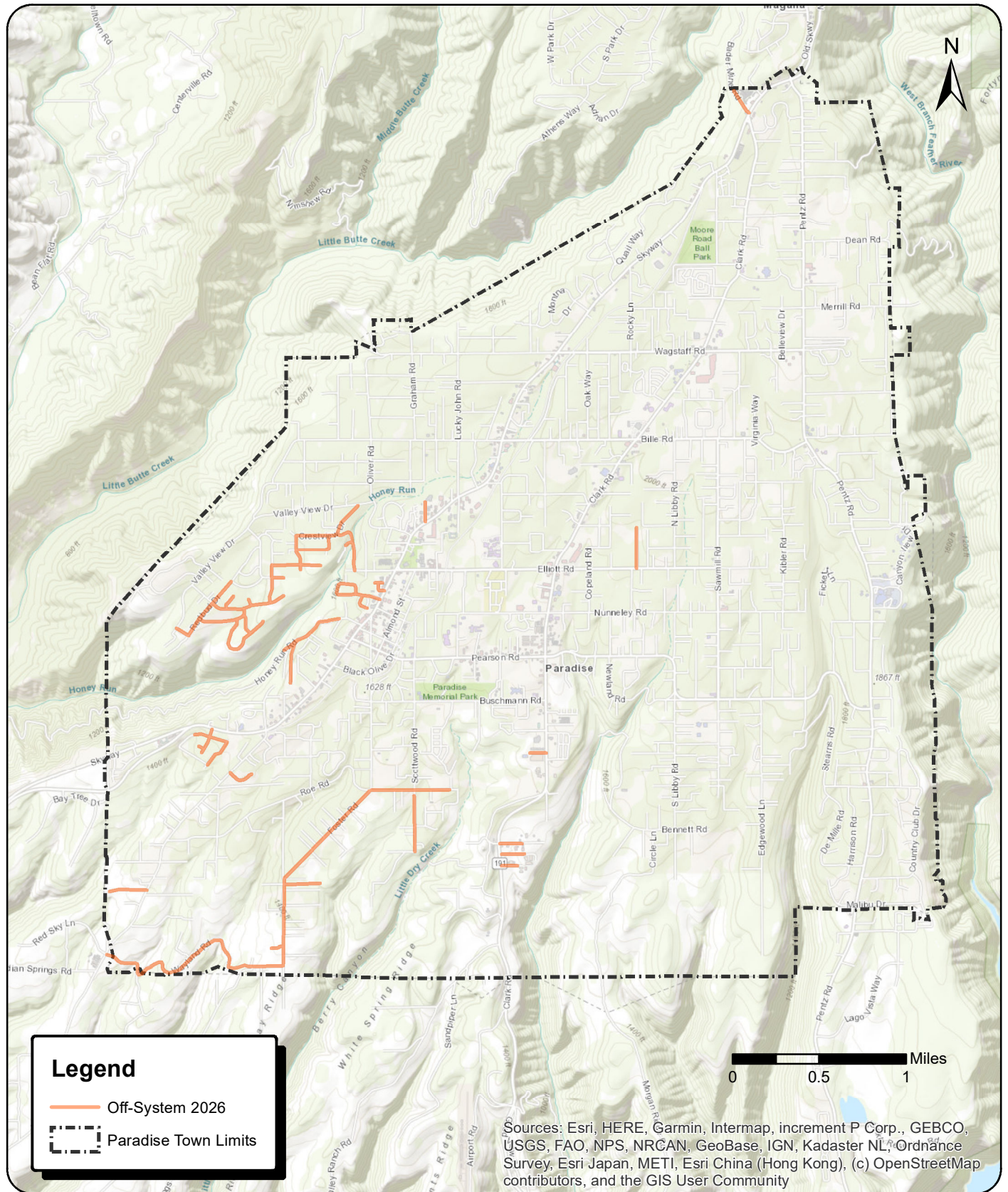
By: \_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

\_\_\_\_\_  
Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

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



**TOWN OF PARADISE**  
PUBLIC WORKS DEPARTMENT  
5555 Skyway Road  
Paradise, California 95969

**OFF-SYSTEM ROAD REHABILITATION  
2026 MISC  
FEMA/CDBG-DR**

**PROJECT  
LOCATION  
MAP**

J ERDAH5  
NOV 2025





**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 6(e)**

**ORIGINATED BY:** Jessica Erdahl, Supervising Project Manager  
**REVIEWED BY:** Michael O'Brien, Interim Town Manager  
**SUBJECT:** Award Construction Contract – On-System Road Rehabilitation – Misc 2026/HSIP Systemic Intersection Safety Improvement Project  
**LONG TERM RECOVERY PLAN:** Yes, Tier 1

**COUNCIL ACTION REQUESTED:**

1. Adopt Resolution No. 2026- \_\_\_\_, “ A Resolution of the Town Council of the Town of Paradise Awarding Construction Contract No. 7303.6 CON, On-System Road Rehabilitation – Misc 2026/HSIP Systemic Intersection Safety Improvement Project, to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid and designating authority to the Town Manager to Execute an Agreement with Baldwin Contracting Company, Inc. dba Knife River Construction and to approve contingency expenditures not exceeding 10%”. (ROLL CALL VOTE)

**Background:**

Due to the ongoing recovery effort and debris removal operations within the Town and Butte County, the Town's on-system roadway infrastructure sustained heavy damage in the wake of the Camp Fire. The pavement structural sections were damaged in two ways:

1. Pavement scarring due to car fires – On the day of the Camp Fire, several motorists were required to abandon their vehicles and continue evacuating on foot. The subsequent car fires damaged the pavement, justifying the need for repair.
2. Pavement structural section damage due to heavy truck traffic – Following the Camp Fire, the Town experienced a staggering level of truck traffic. During the CALOES Debris Removal effort, over 3.7 million tons of material was removed, equivalent to approximately 300,000 truckloads. During that same period, PG&E, Comcast, and AT&T restored their damaged distribution infrastructure. Additionally, PG&E removed over 92,000 trees, and an additional 100,000 trees were removed in 2020 as part of the Hazard Tree Removal Program. The volume of trucks using the Town's on-system roads has resulted in damage to the pavement structural section, justifying the need for rehabilitation.

The Town coordinated with Caltrans and Federal Highways Administration (FHWA) to secure Emergency Relief permanent restoration funding to repair damaged on-system roads town wide. Through the Emergency Relief Program, the Town of Paradise has been approved for \$55,439,200 for the on-system road rehabilitation project. The approved project is located on Federal-Aid “On-System” roads – meaning the Town's primary collectors and arterials such as Skyway, Clark, Pearson, Elliott, Bille, Wagstaff, Pentz, etc.

Additionally, in 2018 the Town has been approved for \$1,229,300 in Cycle 9 Highway Safety Improvement Program (HSIP) funds to improve safety at thirteen stop-controlled intersections at various locations. The countermeasure will be to systemically improve minor street approaches with a combination of additional intersection warning/regulatory signs, improved pavement markings, and providing improved sight triangles. For efficiency this project will be bid and constructed with the On-System Road Rehabilitation projects.

On November 10, 2020, Paradise Town Council awarded master on-call contracts to Mark Thomas, Dokken Engineering, GHD, Inc., Wood Rodgers, Inc. and Dewberry Drake Haglan to perform on-call professional civil engineering services for a variety of local, state, and federally-funded projects. Subsequently, in January 2021, task orders were issued to Mark Thomas, Dokken Engineering, and Wood Rodgers, Inc. to perform civil design services on the on-system road rehabilitation project.

The overall scope of work for the combined Road Rehabilitation and HSIP Project can be summarized as follows:

- Repair Camp Fire damaged on-system roads to achieve a pre-fire condition.
- Improve safety at two stop-controlled intersection with a combination of striping, warning/regulatory signs, improved pavement markings and providing improved sight triangles.

On June 14, 2022 Paradise Town Council awarded Contract No. 7303.1.CON, 2022 On-System Roadway Rehabilitation –Skyway (Project 1 – 3.22 miles) to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid plus additive bid #1,\$5,069,864.78.

On January 10, 2023 Paradise Town Council awarded Contract No. 7303.2.CON, 2023 On-System Roadway Rehabilitation – Pearson (Project 2- 8.58 miles) to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid,\$5,339,517.50.

On June 18, 2024 Paradise Town Council awarded Contract No. 7303.3 CON, REBID 2024 On-System Road Rehabilitation /HSIP Systemic Intersection Safety Improvement Project (Project 3- 7.52 miles) to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid, \$4,835,562.88.

On May 13, 2025 Paradise Town Council awarded Contract No. 7303.4 CON, 2025 On-System Road Rehabilitation – Clark (Project 4 – 2.1 Miles) to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid, \$6,445,840.80.

On May 13, 2025 Paradise Town Council awarded Contract No. 7303.5 CON, 2025 On-System Road Rehabilitation – Misc (Project 5 – 3.83 Miles) to All-American Construction, Inc. in the amount of their base bid, \$8,416,590.87.

On December 9, 2025 Paradise Town Council adopted a resolution approving the Plans, Specifications and Estimate for the On-System Road Rehabilitation – Misc 2026/HSIP Systemic Intersection Safety Improvement Project (Project 6). Council further directed staff to advertise for bids.

A vicinity map of the Project 6 limits is provided in this Agenda Summary.

**Analysis:**

On January 21, 2026, 4 bids were received by the Town Clerk and publicly opened. A list of bids received are shown in the table below:

Bid No.	Item Description	Base Bid Amount
X	Engineer's Estimate	\$10,232,914.96
1	Baldwin Contracting Company, Inc. dba Knife River Construction	\$8,252,766.70
2	Mountain Cascade, Inc.	\$9,104,235.12
3	DeSilva Gates Construction LLC	\$10,540,540.00
4	All-American Construction, Inc.	\$11,937,007.20
5		

Per the contract specifications, the award of the contract, if it be awarded, will be to the lowest responsible, responsive bidder based upon the base bid whose bid complies with all the requirements prescribed.

Staff is recommending award of Contract No. 7303.6 CON On-System Road Rehabilitation - Misc 2026/HSIP Systemic Intersection Safety Improvement Project to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid of \$8,252,766.70. This recommendation is made after careful review of the Contractor's bid submittals including required Section 3 Commitment, Section 3 Good Faith efforts and subcontractor listings.

**Financial Impact:**

FHWA Emergency Relief funds have been authorized for construction and construction engineering phases at actual documented cost incurred.

The total estimated construction and construction engineering cost for the On-System Road Rehabilitation – Misc 2026/HSIP Systemic Intersection Safety Improvement Project is \$10,279,223. The estimated funding breakdown is shown below.



**On-System Road Rehabilitation – Misc 2026 /HSIP Systemic Intersection Safety Improvement Project**

<b>Contract Items</b>	<b>Total Estimated Cost</b>	<b>FHWA ER 38Y0(012) 75.25%</b>	<b>CDBG-DR Match 24.75%</b>	<b>HSIPL 5425 (041) 90%</b>	<b>LTF Match 10%</b>	<b>Non- Participating (Utility Adjustments)</b>
Construction Project 6- 2026 Misc	\$ 8,252,767	\$ 5,993,159	\$ 1,971,172	\$ 39,182	\$ 4,354	\$ 244,900
Contingency (10%)	\$ 825,277	\$ 599,316	\$ 197,117	\$ 3,918	\$ 435	\$ 24,490
Construction Management (15%)	\$ 1,201,180	\$ 898,974	\$ 295,676	\$ 5,877	\$ 653	
<b>Total</b>	<b>\$ 10,279,223</b>	<b>\$ 7,491,449</b>	<b>\$ 2,463,965</b>	<b>\$ 48,978</b>	<b>\$ 5,442</b>	<b>\$ 269,390</b>
Total Available Funding	\$ 19,166,785	\$ 13,918,504	\$ 4,631,644	\$ 312,322	\$ 34,925	\$ 269,390
<b>Balance</b>	<b>\$ 8,887,562</b>	<b>\$ 6,427,055</b>	<b>\$ 2,167,680</b>	<b>\$ 263,345</b>	<b>\$ 29,483</b>	<b>\$ -</b>

Required On-System Road matching funds, \$2,463,965 (24.75%), will be funded by Community Development Block Grant-Disaster Recovery funds. Required HSIP matching funds, \$5,442 (10%), will be funded by Local Transit Funds.

**Attachments:**

- A. Resolution
- B. Project Map – Misc 2026

**TOWN OF PARADISE  
RESOLUTION NO. 2026-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
AWARDING CONSTRUCTION CONTRACT NO. 7303.6 CON, ON-SYSTEM ROAD  
REHABILITATION – MISC 2026 /HSIP SYSTEMATIC INTERSECTION SAFETY  
IMPROVEMENT PROJECT, TO BALDWIN CONTRACTING COMPANY, INC. DBA  
KNIFE RIVER CONSTRUCTION IN THE AMOUNT OF THEIR BASE BID AND  
DESIGNATING AUTHORITY TO THE TOWN MANAGER TO EXECUTE AN  
AGREEMENT WITH BALDWIN CONTRACTING COMPANY, INC. DBA KNIFE  
RIVER CONSTRUCTION AND TO APPROVE CONTINGENCY EXPENDITURES NOT  
EXCEEDING 10%**

**WHEREAS,** on-system roads sustained damage as a result of the Camp Fire;  
and

**WHEREAS,** the Town of Paradise has received a \$55,439,200 allocation of  
Federal Highway Administration Emergency Relief Program funds; and

**WHEREAS,** the purpose of the Emergency Relief Program is Repair or  
reconstruction of Federal-aid highways and roads (“On-System”) which have suffered  
serious damage as a result of natural disasters; and

**WHEREAS,** eligible repairs may include, but are not limited to, damage  
occurring to pavement or other surface courses, shoulders, embankments, cut slopes,  
roadside development, and stream channels, whether man-made or natural. Pavement  
repairs or reconstruction may also include rock slope protection, cribbing, or other stream  
bank control features, bridges, retaining walls, culverts and debris removal, including other  
deposits from roadway drainage channels and the traveled way; and

**WHEREAS,** the Town of Paradise has received a \$1,229,300 allocation of  
Federal Highway Administration Highway Safety Improvement Program funds; and

**WHEREAS,** the purpose of the Highway Safety Improvement Program is to  
achieve a significant reduction in traffic fatalities and serious injuries on public roads; and

**WHEREAS,** the On-System Road Rehabilitation –Misc 2026/HSIP Systematic  
Intersection Safety Improvement Project is consistent in scope with the approved  
Emergency Relief and Highway Safety Improvement Program funds; and

**WHEREAS,** the On-System Road Rehabilitation – Misc 2026/HSIP Systematic  
Intersection Safety Improvement Project is consistent with priorities identified in the  
Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire; and

**WHEREAS,** the Town Council approved the Plans, Specification and Estimates  
and authorized advertisement for bids on the On-System Road Rehabilitation- Misc  
2026/HSIP Systematic Intersection Safety Improvement Project on the 9th day of  
December 2025;

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

**Section 1.** The Town Manager is authorized to award and execute the construction contract with Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid. for the On-System Road Rehabilitation – Misc 2026/HSIP Systematic Intersection Safety Improvement Project and designate authority to the Public Works Director to approve contingency expenditures not exceeding 10%.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 10th day of February 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

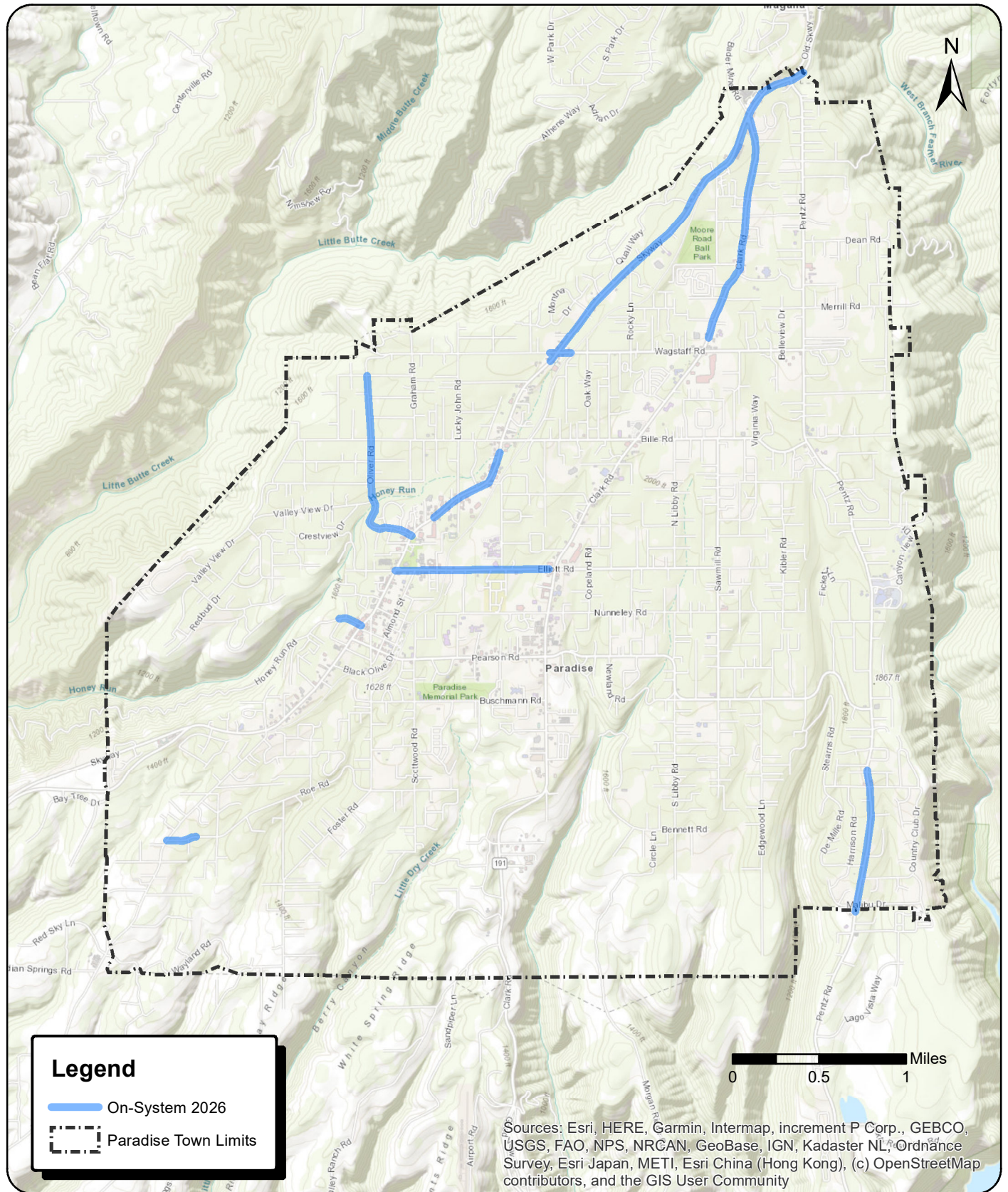
By: \_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

\_\_\_\_\_  
Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

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



**TOWN OF PARADISE**  
**PUBLIC WORKS DEPARTMENT**  
 5555 Skyway Road  
 Paradise, California 95969

**ON-SYSTEM ROAD REHABILITATION/HSIP**  
**2026 MISC**  
**FHWA/CDBG-DR**

**PROJECT LOCATION MAP**  
 J ERDAH5  
 NOV 2025



**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 6(f)**

**ORIGINATED BY:** Marc Mattox, Assistant Town Manager  
**REVIEWED BY:** Michael O'Brien, Town Manager  
**SUBJECT:** Delegation of Authority to Town Manager for Right-of-Way Acquisitions – Pentz Road Widening and Pentz Pathway Phase II Projects  
**LONG TERM RECOVERY PLAN:** Yes, Tier 1

**COUNCIL ACTION REQUESTED:**

1. Consider adopting Resolution No. 2026-\_\_\_\_ “A Resolution of the Town Council of the Town of Paradise Delegating Limited Authority to the Town Manager to Approve and Execute Final Right-of-Way Acquisition Documents for the Skyway-Pentz Intersection Improvements, Pentz Road Widening Project and Pentz Pathway Project Phase II”.

**Background:**

The Town of Paradise is advancing three coordinated transportation and evacuation infrastructure projects: the Skyway-Pentz Intersection Improvements, Pentz Road Widening Project and the Pentz Pathway Project Phase II. These projects are identified in the Town's adopted CDBG-DR Infrastructure Action Plan Amendment 4 and are being delivered as an integrated program supporting evacuation capacity, public safety, housing recovery, and long-term community resiliency.

All three projects are funded through a combination of HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) funds and State Active Transportation Program (ATP) funds administered under the Caltrans Local Assistance Procedures Manual (LAPM) with oversight by the California Department of Transportation (Caltrans) and California Transportation Commission (CTC). As state and federally funded projects, all right-of-way acquisition activities must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), HUD regulations, Caltrans LAPM requirements, and applicable provisions of California municipal law governing property acquisition and just compensation.

The design and delivery of these projects require the acquisition of more than two hundred individual right-of-way interests from private property owners. These acquisitions will primarily consist of Temporary Construction Easements and limited permanent easements necessary to accommodate roadway widening, drainage improvements, and pathway construction. In all cases, the Town is not proposing or anticipating full property acquisitions.

The volume of individual right-of-way transactions associated with these projects presents a unique administrative challenge. Under current procedures, each individual acquisition



agreement would require Town Council action. Given the number of anticipated acquisitions, this approach would significantly slow project implementation and introduce schedule risk that could jeopardize compliance with HUD and Caltrans funding timelines.

### **Analysis:**

Staff is requesting that the Town Council delegate limited authority to the Town Manager to approve and execute all final right-of-way acquisition documents for the Skyway-Pentz Intersection Improvements, Pentz Road Widening Project and the Pentz Pathway Project Phase II. This delegation is intended to streamline project delivery while maintaining appropriate legal, fiscal, and policy safeguards.

The proposed delegation is narrow in scope and applies only to these three projects. It requires that each acquisition document be reviewed and approved by the Town Attorney and validated by the Town's right-of-way consulting specialists prior to execution. This ensures that every acquisition complies with applicable federal and state funding requirements, including HUD and Caltrans LAPM procedures.

This action does not eliminate Town Council oversight. All right-of-way acquisitions will remain subject to previously approved project budgets and to Council closed-session review and approval of fair market value or waiver valuations in accordance with California Government Code requirements. The delegated authority would remain in effect only so long as acquisitions are consistent with those approved valuations and remain within the overall right-of-way acquisition budgets established for each project. Any acquisition outside those parameters would return to the Town Council for separate consideration.

Delegating this authority is consistent with best practices for large, grant-funded transportation and infrastructure projects. Both HUD and Caltrans emphasize the importance of timely right-of-way acquisition as a prerequisite to construction authorization and require that local agencies demonstrate administrative capacity to manage property negotiations efficiently while protecting property owner rights. This approach supports compliance with those requirements while allowing the Town to meet critical project schedules.

From a community perspective, this action supports a collaborative and partnership-oriented acquisition process. It allows staff and consultants to work directly and efficiently with affected property owners, reduces uncertainty and delay, and helps ensure that negotiations are conducted in a consistent, fair, and professional manner. The Town remains committed to transparency and respectful engagement with property owners throughout the acquisition process.

The proposed Resolution memorializes this authority in a formal and limited manner. It applies solely to the Skyway-Pentz Intersection Improvements, Pentz Road Widening Project and the Pentz Pathway Project Phase II and does not establish a general delegation for other Town projects.

## Financial Impact:

The overall budget for Right of Way phase of the three projects is shown below. There are no appropriations or general funds requested as part of this action:

Go Paradise: Pentz Student Pathway			
	Total	ATP	CDBG-DR
Dokken Task Order RW	\$ 1,223,020	\$ 1,191,221	\$ 31,799
Acquisition - 99 Parcels (Estimate)	\$ 507,800	\$ 500,000	\$ 7,800
Town Staff (Estimate)	\$ 100,000	\$ 97,400	\$ 2,600
<b>Total Cost</b>	<b>\$ 1,830,820</b>	<b>\$ 1,788,621</b>	<b>\$ 42,199</b>
Funding	\$ 2,000,000	\$ 1,948,000	\$ 52,000
<b>Balance</b>	<b>\$ 169,180</b>	<b>\$ 159,379</b>	<b>\$ 9,801</b>

Pentz Road Widening		
	Total	CDBG-DR
Dokken Task Order RW	\$ 895,719	\$ 895,719
Acquisition - 82 Parcels (Estimate)	\$ 400,000	\$ 400,000
Town Staff (Estimate)	\$ 100,000	\$ 100,000
<b>Total Cost</b>	<b>\$ 1,395,719</b>	<b>\$ 1,395,719</b>
Funding	\$ 2,000,000	\$ 2,000,000
<b>Balance</b>	<b>\$ 604,281</b>	<b>\$ 604,281</b>

Skyway/Pentz Intersection Improvement		
	Total	CDBG-DR
Dokken Task Order RW	\$ 87,658	\$ 87,658
Acquisition - 6 Parcels (Estimate)	\$ 107,438	\$ 107,438
Town Staff (Estimate)	\$ 25,000	\$ 25,000
<b>Total Cost</b>	<b>\$ 220,096</b>	<b>\$ 220,096</b>
Funding	\$ 250,000	\$ 250,000
<b>Balance</b>	<b>\$ 29,904</b>	<b>\$ 29,904</b>

**TOWN OF PARADISE  
RESOLUTION NO. 2026-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
DELEGATING LIMITED AUTHORITY TO THE TOWN MANAGER TO APPROVE AND  
EXECUTE FINAL RIGHT-OF-WAY ACQUISITION DOCUMENTS FOR THE SKWAY-  
PENTZ INTERSECTION IMPROVEMENTS, PENTZ ROAD WIDENING PROJECT,  
AND PENTZ PATHWAY PROJECT PHASE II**

**WHEREAS**, the Town of Paradise is advancing three coordinated transportation and evacuation infrastructure projects known as the Skyway-Pentz Intersection Improvements, the Pentz Road Widening Project, and the Pentz Pathway Project Phase II (collectively, the “Projects”); and

**WHEREAS**, the Projects are identified in the Town’s adopted Community Development Block Grant–Disaster Recovery (CDBG-DR) Infrastructure Action Plan Amendment 4 and are being delivered as an integrated program supporting evacuation capacity, public safety, housing recovery, and long-term community resiliency; and

**WHEREAS**, the Projects are funded through a combination of U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant–Disaster Recovery (CDBG-DR) funds and State Active Transportation Program (ATP) funds administered under the Caltrans Local Assistance Procedures Manual (LAPM), with oversight by the California Department of Transportation (Caltrans) and the California Transportation Commission (CTC); and

**WHEREAS**, as state and federally funded projects, all right-of-way acquisition activities must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), HUD regulations, Caltrans LAPM requirements, and applicable provisions of California municipal law governing property acquisition and just compensation; and

**WHEREAS**, implementation of the Projects requires the acquisition of more than two hundred individual right-of-way interests from private property owners, primarily consisting of temporary construction easements and limited permanent easements necessary to accommodate roadway widening, drainage improvements, and pathway construction, and not full property acquisitions; and

**WHEREAS**, under current procedures, each individual right-of-way acquisition would require Town Council action, which would significantly slow project implementation and create schedule risk that could jeopardize compliance with HUD and Caltrans funding timelines; and

**WHEREAS**, staff has requested a limited delegation of authority to the Town Manager in order to streamline project delivery while maintaining appropriate legal, fiscal, and policy safeguards; and

**WHEREAS**, the Town Council desires to delegate such authority in a narrow and controlled manner that preserves Council oversight of project budgets, valuation approvals, and legal compliance.



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

1. Delegation of Authority - The Town Council hereby authorizes the Town Manager to approve and execute all final right-of-way acquisition documents for the Skyway-Pentz Intersection Improvements, Pentz Road Widening Project, and Pentz Pathway Project Phase II, including but not limited to temporary construction easements and permanent easements, subject to the conditions of this Resolution.
2. Scope Limitation - This delegation of authority is limited solely to the three Projects identified herein and does not establish a general delegation of authority for other Town projects or property acquisitions.
3. Required Legal and Technical Review - Prior to execution, all right-of-way acquisition documents shall be reviewed and approved by the Town Attorney and validated by the Town's right-of-way consulting specialists to ensure compliance with:
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA);
  - HUD CDBG-DR regulations;
  - Caltrans Local Assistance Procedures Manual (LAPM); and
  - Applicable provisions of California law.
4. Budget and Valuation Compliance - The Town Manager's authority under this Resolution shall be limited to acquisitions that:
  - Are consistent with fair market value or waiver valuations approved by the Town Council in closed session in accordance with California Government Code; and
  - Remain within the overall right-of-way acquisition budgets previously approved by the Town Council for each Project.
5. Council Oversight Preserved - Any acquisition that exceeds approved valuations, is outside approved budgets, or materially deviates from previously approved project parameters shall be returned to the Town Council for separate consideration and approval.
6. Funding - This Resolution does not authorize any new appropriations or the use of General Fund resources. All right-of-way acquisitions shall be funded through existing project budgets supported by CDBG-DR and ATP funding sources.
7. Findings - The Town Council finds that this limited delegation of authority:
  - Supports timely delivery of critical evacuation and transportation infrastructure;
  - Is consistent with best practices for large, grant-funded public works projects;
  - Maintains transparency, accountability, and protection of property owner rights; and
  - Does not constitute a general delegation of acquisition authority beyond the Projects identified herein.
8. Effective Date - This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this  
10<sup>th</sup> day of February, 2026, by the following vote:

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

By: \_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

\_\_\_\_\_  
Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

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



**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 6(g)**

**ORIGINATED BY:** Marc Mattox, Assistant Town Manager  
**REVIEWED BY:** Michael O'Brien, Interim Town Manager  
**SUBJECT:** Award of Professional Services Agreement for Facilities Master Plan and Corporation Yard / Fire Station 82 Planning-Design Services (RFQ No. 2025-004)

**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Consider approving staff's recommendation to select Studio W + TSK ( design team) to provide professional planning and design services for the Town of Paradise Facilities Master Plan and Corporation Yard / Fire Station 82 project; and:
2. Authorize the Town Manager to enter into negotiations and execute an Agreement for Professional Services with Studio W+TSK for an initial not-to-exceed amount of \$560,720, subject to approval by the Town Attorney; and
3. Adopt Resolution No. 2026-\_\_\_ "A Resolution of the Town Council of the Town of Paradise Designating Authority to the Town Manager to execute the Agreement and Associated Task Orders for RFQ No. 2025-004, Facilities Master Plan and Corporation Yard/Fire Station 82 Planning-Design Services in a Not-to-Exceed Amount of \$560,720."

**Background:**

The 2018 Camp Fire resulted in the loss of multiple Town-owned facilities, including Fire Station 83, the Public Works Corporation Yard, and several ancillary structures. Since that time, recovery of Town facilities has been constrained by unresolved insurance claims and uncertainty regarding available rebuilding funds.

The Town of Paradise has recently received insurance settlement proceeds related to structural and non-structural losses from the Camp Fire, allowing the Town to move forward with a comprehensive and strategic approach to rebuilding and long-term facilities planning.

On February 11, 2025, the Paradise Town Council appointed Councilmembers Bolin and Culleton to serve on a Facilities Ad Hoc Committee to review and advise on next steps related to the Town's overall facilities and replacement needs. The mission of the Committee is to assess all Town-owned buildings and properties to determine which should be repaired, rebuilt, repurposed, or considered for disposal, and to align facility decisions with departmental needs, fiscal capacity, and long-term community priorities.

On October 14, 2025, Town Council:

- Acknowledged a progress report from the Facilities Ad Hoc Committee;

- Established a Long-Range Facilities Fund;
- Directed staff to pursue a consultant-led Facilities Master Plan and Corporation Yard / Fire Station 82 planning effort.

On November 12, 2025, Town Council approved release of Request for Proposals (RFP No. 2025-004) for Facilities Master Plan and Corporation Yard / Fire Station 82 Planning-Design Services.

#### **Analysis:**

RFP No. 2025-004 was advertised in accordance with Town procurement requirements. By the proposal deadline, the Town received proposals from the following firms:

Studio W Architects + TSK Architects  
 PBK Architects  
 Indigo (Hammond + Playle Architects)  
 LPA Design Studios  
 LDA Partners  
 COAR Design Group  
 NMR Group

An Evaluation Committee was convened consisting of the following members:

Councilmember Culleton (Facilities Ad Hoc Committee)  
 Capital Projects Manager  
 Senior Maintenance Worker (Facilities)  
 Public Works Director / Town Engineer

The Evaluation Committee reviewed and scored proposals using the evaluation criteria established in the RFP, including: Compliance with the RFP, Capability and experience, Past performance, References, and Cost for services.

Following independent scoring and committee discussion, the Evaluation Committee developed an aggregate ranking of the proposals based on total combined scores.

#### **Aggregate Evaluation Committee Scoring and Ranking:**

<b>Consultant Name</b>	<b>Raw Score Total</b>	<b>Ranking Total</b>	<b>Final Ranking</b>
Coar	239	22	7
Indigo	235	11	2
LDA	274	16	3
LPA	258	20	6
NM&R	272	18	4
PBK	260	19	5
Studio W	293	4	1

Based on the Evaluation Committee's scoring and discussion, Studio W + TSK was identified as the highest-ranked firm and is recommended for contract award.

Staff recommends proceeding with contract negotiations with Studio W + TSK to finalize a Professional Services Agreement consistent with the scope of work outlined in the RFP. If negotiations are unsuccessful, staff will return to Council with further direction or initiate negotiations with the next highest-ranked firm.

The selected consultant will be responsible for:

- Preparation of a Town-wide Facilities Master Plan
- Early site selection and feasibility analysis for the Corporation Yard
- Conceptual planning for Fire Station 82 in coordination with CAL FIRE standards
- Cost estimating and implementation strategies for Town facilities
- Public and stakeholder engagement as part of the planning process

**Financial Impact:**

Funding for this contract will be sourced from the Long-Range Facilities Fund (G/L Account No. 7651).

The Agreement will be issued as a initial not-to-exceed contract in the amount of \$560,720, subject to successful contract negotiations and final scope approval, with additional funds and task orders to be approved at a future time at Council's discretion. No construction funding is authorized as part of this action.

**TOWN OF PARADISE  
RESOLUTION NO. 2026-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
DESIGNATING AUTHORITY TO THE TOWN MANAGER TO EXECUTE THE  
AGREEMENT FOR PROFESSIONAL SERVICES AND ASSOCIATED TASK ORDERS  
FOR RFQ NO. 2025-004, FACILITIES MASTER PLAN AND CORPORATION YARD /  
FIRE STATION 82 PLANNING-DESIGN SERVICES, IN A NOT-TO-EXCEED AMOUNT  
OF \$560,720**

**WHEREAS**, the 2018 Camp Fire caused unprecedented damage to the Town of Paradise, resulting in the loss of multiple Town-owned facilities and necessitating a comprehensive recovery and long-term facilities planning effort; and

**WHEREAS**, the Town of Paradise has received insurance settlement proceeds related to structural and non-structural losses from the Camp Fire, enabling the Town to move forward with a strategic approach to rebuilding and future facility planning; and

**WHEREAS**, on February 11, 2025, the Paradise Town Council appointed Councilmembers Bolin and Culleton to serve on a Facilities Ad Hoc Committee to review and advise on next steps related to the Town's overall facilities and replacement needs; and

**WHEREAS**, on October 14, 2025, the Town Council acknowledged a progress report from the Facilities Ad Hoc Committee, established a Long-Range Facilities Fund, and directed staff to pursue a consultant-led Facilities Master Plan and Corporation Yard / Fire Station 82 planning effort; and

**WHEREAS**, on November 12, 2025, the Town Council approved release of Request for Proposals (RFQ No. 2025-004) for Facilities Master Plan and Corporation Yard / Fire Station 82 Planning-Design Services; and

**WHEREAS**, RFQ No. 2025-004 was prepared and advertised in accordance with Paradise Municipal Code and applicable State and Federal procurement requirements; and

**WHEREAS**, the Town received proposals from the following firms:

- Studio W Architects + TSK Architects
- PBK Architects
- Indigo (Hammond + Playle Architects)
- LPA Design Studios
- LDA Partners
- COAR Design Group
- NMR Group

**WHEREAS**, an Evaluation Committee was convened consisting of:

- Councilmember Bolin (Facilities Ad Hoc Committee)
- Councilmember Culleton (Facilities Ad Hoc Committee)
- Capital Projects Manager
- Senior Maintenance Worker (Facilities)
- Public Works Director / Town Engineer

**WHEREAS**, the Evaluation Committee reviewed and scored the proposals using the evaluation criteria set forth in the RFQ, including compliance with the RFQ, capability and experience, past performance, references, and cost for services; and

**WHEREAS**, following independent scoring and committee discussion, the Evaluation Committee developed an aggregate ranking of the proposals and identified Studio W + TSK as the highest-ranked firm; and

**WHEREAS**, the selected consultant will be responsible for preparation of a Town-wide Facilities Master Plan, early site selection and feasibility analysis for the Corporation Yard, conceptual planning for Fire Station 82, cost estimating and implementation strategies for Town facilities, and public and stakeholder engagement; and

**WHEREAS**, funding for this Agreement will be sourced from the Long-Range Facilities Fund and the Agreement will be issued as a not-to-exceed contract in the amount of \$560,720, subject to successful contract negotiations and approval by the Town Attorney;

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

1. Approves the selection of Studio W + TSK to provide professional planning and design services for RFQ No. 2025-004, Facilities Master Plan and Corporation Yard / Fire Station 82 Planning-Design Services; and
2. Designates the Town Manager as the authorized representative of the Town of Paradise to negotiate and execute an Agreement for Professional Services and associated task orders with Studio W + TSK in a not-to-exceed amount of \$560,720 subject to approval as to form by the Town Attorney; and
3. Authorizes the Town Manager to execute amendments and task orders consistent with the scope of work and funding limits approved herein in order to efficiently administer the Agreement; and
4. Directs staff to return to the Town Council for further direction if contract negotiations with the selected consultant are unsuccessful.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 10<sup>th</sup> day of February, 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

By: \_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

\_\_\_\_\_  
Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

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

## TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

**TBD**

*Consultant*

Facilities Master Plan & Corporation Yard / Fire Station 82

Budget Account Number

### **ARTICLE I INTRODUCTION**

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

The name of the “CONSULTANT” is as follows:

TBD

Incorporated in the State of California

The Project Manager for the “CONSULTANT” will be Stephen Caswell

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

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

### **B. INDEMNITY AND DEFENSE**

#### **1. Indemnity**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless Town and any and all of its officials, employees and agents as well as any other entities specified by Town (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel’s fees and costs, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT’s duty to indemnify and hold harmless TOWN OF PARADISE shall not extend to the TOWN OF PARADISE’s sole or active negligence and shall not extend beyond the Consultant’s percentage of fault.

#### **2. Duty to Defend**

In the event the TOWN OF PARADISE, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and



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

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

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of TOWN OF PARADISE.

E. TOWN OF PARADISE is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the TOWN OF PARADISE as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds TOWN OF PARADISE harmless from any and all claims that may be made against the Town based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the TOWN OF PARADISE. However, claims for money due or which become due to CONSULTANT from Town under this AGREEMENT may be assigned to a financial institution or to a

trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the TOWN OF PARADISE.

H. CONSULTANT shall be as fully responsible to the TOWN OF PARADISE for the negligent, reckless or willful misconduct of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. No waiver of any term or condition of this AGREEMENT shall be a continuing waiver thereof.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

K. CONSULTANT shall comply with the provisions of this AGREEMENT and additional federal provisions in Exhibit E of this agreement. In the event of a conflict between any provisions of Exhibit E, the more stringent provisions shall control and prevail.

L. CONSULTANT shall comply with the requirements of State prevailing wage law as required by law and as set out in this AGREEMENT.

M. All days set out herein are calendar days unless otherwise specified.

N. All Exhibits are incorporated into this AGREEMENT as if fully set forth herein.

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

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

B. CONSULTANT's Project Manager shall meet with TOWN OF PARADISE's Contract Administrator or Project Coordinator, as needed, and upon request, to discuss progress on the project(s).

## **ARTICLE III STATEMENT OF WORK**

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

## **ARTICLE IV PERFORMANCE PERIOD**

- A. Exhibit C is the “SCHEDULE OF PERFORMANCES”. This AGREEMENT shall go into effect on DATE, contingent upon approval by Town of Paradise, and CONSULTANT shall commence work after notification to proceed by the Town of Paradise’s Contract Administrator. The AGREEMENT shall end on DATE, unless extended by AGREEMENT amendment or terminated under Article VI of this AGREEMENT.
- B. No recommendation for AGREEMENT award is binding on the Town of Paradise until the AGREEMENT is fully executed and approved by Town Council of the Town of Paradise and the Contract Administrator has issued a written Notice to Proceed.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term of this AGREEMENT shall not exceed five (5) years.

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

- A. Unless otherwise agreed for a Task Order, CONSULTANT will be compensated for hours worked at the hourly rates specified in the CONSULTANT’s approved Cost Proposal, described in Exhibit B entitled “COMPENSATION”. The specified hourly rates shall include all costs, including but not limited to direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by the Town of Paradise’s Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order when presented along with documentation of such costs acceptable to the Town.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders by the Contract Administrator.
- D. After a project to be performed under this AGREEMENT is identified by the Town of Paradise, the Town of Paradise will prepare a draft Task Order without the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total

cost; the finalized Task Order shall be signed by both the Town of Paradise and CONSULTANT.

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal. If applicable, CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. Reimbursement for transportation and subsistence costs shall not exceed State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by the Town of Paradise and notification to proceed has been issued by the Town of Paradise's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to the Town of Paradise signed by an authorized representative of the Town of Paradise. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Town of Paradise.
- K. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- L. The total amount payable by the Town of Paradise for an Individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- M. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- N. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT or to exceed the scope of work under this AGREEMENT.
- j. The total amount payable by the Town of Paradise for all Task Orders resulting from this AGREEMENT shall not exceed \$**TBD**. It is understood and agreed that there is no guarantee, either express or implied that this dollar amount will be

authorized under this AGREEMENT through Task Orders. OPTION 1B – If Task Orders will be written and PREVAILING WAGES DO APPLY, use the following paragraphs A, B, C & D. See Exhibit F for prevailing wage requirements.

J. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the Town of Paradise's Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) days after the performance of work for which CONSULTANT is billing or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, according to phase, and funding source on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and task order. Credits due to the Town of Paradise that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to the Town of Paradise's Contract Administrator at the following address:

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

#### **ARTICLE VI TERMINATION**

A. This AGREEMENT may be terminated by TOWN OF PARADISE with or without cause, provided that TOWN OF PARADISE gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, TOWN OF PARADISE shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. TOWN OF PARADISE may temporarily suspend this AGREEMENT, at no additional cost to TOWN OF PARADISE, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If the TOWN OF PARADISE gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to TOWN OF PARADISE for damages sustained by Town by virtue of any breach of this AGREEMENT by CONSULTANT, and Town may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due Town from CONSULTANT is determined. Notwithstanding, Consultant shall be liable only to the extent of Consultant's negligent, reckless or willful misconduct.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT for all correctly completed work. Upon termination, TOWN OF PARADISE shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not. Such materials may not be withheld until payment is received.

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

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

B. The CONSULTANT also shall comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to TOWN OF PARADISE.

D. When a CONSULTANT or subconsultant is a 501(c)(3) Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

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

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

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

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by the Town of Paradise's Finance Director.

B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by the Town of Paradise's Finance Director of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the TOWN OF PARADISE will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, TOWN OF PARADISE, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by TOWN OF PARADISE Contract Administrator to conform to the audit or review recommendations.

CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by TOWN OF PARADISE at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, TOWN OF PARADISE or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the TOWN OF PARADISE Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant

issues during the review and is unable to issue a cognizant approval letter, TOWN OF PARADISE will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to TOWN OF PARADISE final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of TOWN OF PARADISE; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO TOWN OF PARADISE no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between TOWN OF PARADISE and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

#### **ARTICLE X SUBCONTRACTING**

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the TOWN OF PARADISE and any subconsultants, and no subconsultant agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the TOWN OF PARADISE for the acts and omissions of its subconsultants and of persons



either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the TOWN OF PARADISE's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the TOWN OF PARADISE Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subconsultant agreement entered into as a result of this AGREEMENT, shall make all the provisions stipulated in this entire AGREEMENT applicable to subconsultants unless otherwise agreed by the TOWN OF PARADISE.

D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the TOWN OF PARADISE.

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

F. Prompt Progress Payment

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

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

G. Prompt Payment of Withheld Funds to Subconsultants

The TOWN OF PARADISE may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the TOWN OF PARADISE, of the contract work, and pay retainage to CONSULTANT based on these acceptances.

No retainage will be withheld by the TOWN OF PARADISE from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT

or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

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

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

A. Prior authorization in writing by TOWN OF PARADISE's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by TOWN OF PARADISE's Contract Administrator, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TOWN OF PARADISE shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit TOWN OF PARADISE in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TOWN OF PARADISE procedures; and credit TOWN OF PARADISE in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by TOWN OF PARADISE and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must

be approved in advance by TOWN OF PARADISE. The Parties shall divide the cost of such appraisal equally.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

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

A. No CONSULTANT or subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR shall be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at TOWN OF PARADISE construction sites, at TOWN OF PARADISE facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve TOWN OF PARADISE projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

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

### **D. Payroll Records**

1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - a. The information contained in the payroll record is true and correct.
  - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by TOWN OF PARADISE representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the TOWN OF PARADISE Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT and subconsultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by TOWN OF PARADISE shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform TOWN OF PARADISE of the location of the records enumerated under paragraph (1) above, including the street address, Town and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, the CONSULTANT shall, as a penalty to TOWN OF PARADISE, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by TOWN OF PARADISE from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the TOWN OF PARADISE Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the TOWN OF PARADISE a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

a. The AGREEMENT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.

c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to,

retaining sufficient funds due the subconsultant for work performed on the public works project.

d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain a declaration signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, TOWN OF PARADISE shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If TOWN OF PARADISE determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if TOWN OF PARADISE did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by TOWN OF PARADISE.

G. Hours of Labor

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

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the sub agreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him, her, or it shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANT and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the

AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

#### **ARTICLE XIII CONFLICT OF INTEREST**

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with TOWN OF PARADISE that may have an impact upon the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project which will follow.

B. CONSULTANT certifies that it has disclosed to the TOWN OF PARADISE any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise TOWN OF PARADISE of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either TOWN OF PARADISE ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

E. Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the CONSULTANT, or its designee or agents, may obtain a financial interest or benefit from a CDBG-DR assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to CDBG-DR assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for 1 year thereafter.

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

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

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

A. The CONSULTANT certifies, to the best of his, her or its knowledge and belief, that:

1. No State, Federal, or TOWN OF PARADISE appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

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

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

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow



harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by TOWN OF PARADISE to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the TOWN OF PARADISE upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or TOWN OF PARADISE shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR

Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.

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

#### **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to TOWN OF PARADISE. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FEMA, FHWA, and/or HUD, whichever Department(s) is relevant to the Task Order.

#### **ARTICLE XVIII INSURANCE**

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

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

#### **ARTICLE XIX FUNDING REQUIREMENTS**

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

#### **ARTICLE XX CHANGE IN TERMS**

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by TOWN OF PARADISE's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this

AGREEMENT without prior written approval by TOWN OF PARADISE's Contract Administrator.

#### **ARTICLE XXI CONTINGENT FEE**

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

#### **ARTICLE XXII DISPUTES**

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

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of TOWN OF PARADISE's Contract Administrator and the Town Manager, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by TOWN OF PARADISE Town Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

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

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

#### **ARTICLE XXIV SAFETY**

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by TOWN OF PARADISE Safety Officer and other TOWN OF

PARADISE representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, TOWN OF PARADISE has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

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

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of the TOWN OF PARADISE, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, Town shall be entitled to, and CONSULTANT shall deliver to Town, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to Town which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by the TOWN OF PARADISE.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Town without restriction or limitation upon its use or dissemination by Town.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by the Town for another project or project location shall be at Town's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. TOWN OF PARADISE may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FEMA, FHWA, and HUD shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

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

A. If claims are filed by TOWN OF PARADISE's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with TOWN OF PARADISE'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that TOWN OF PARADISE considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from TOWN OF PARADISE. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with TOWN OF PARADISE's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

#### **ARTICLE XXVII CONFIDENTIALITY OF DATA**

A. All financial, statistical, personal, technical, or other data and information relative to TOWN OF PARADISE's operations, which are designated confidential by TOWN OF PARADISE and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by TOWN OF PARADISE relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or TOWN OF PARADISE's actions on the same, except to TOWN OF PARADISE's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by TOWN OF PARADISE, and receipt of TOWN OF PARADISE'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than TOWN OF PARADISE, and/or FEMA, FHWA, or HUD. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of Town or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, Town has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, Town's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

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

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

A. Affirmative steps must include:

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

#### **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

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

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

### **ARTICLE XXXI PROMPT PAYMENT FROM THE TOWN OF PARADISE TO CONSULTANT**

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

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

### **ARTICLE XXXII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by personal delivery, five calendar days after deposit in the U.S. Mail (first class postage) or by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Consultant  
(Name), Project Manager  
Address

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

### **ARTICLE XXXIII CONTRACT**



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

**ARTICLE XXXIV SIGNATURES**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Town Manager                      Name:

Title:

Address:

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_

Scott Huber, Town Attorney

By: \_\_\_\_\_

Melanie Elvis, Town Clerk

**TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES**  
**A. SCOPE OF SERVICES**

INSERT CONSULTANT SCOPE OF SERVICE

**TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES**  
**B. COMPENSATION**

INSERT CONSULTANT COST PROPOSAL

**TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES**  
**C. SCHEDULE OF PERFORMANCES**

INSERT CONSULTANT SCHEDULE



**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 10, 2026**

**Agenda Item: 6(h)**

**ORIGINATED BY:** Colette Curtis, Recovery and Economic Development Director  
**REVIEWED BY:** Michael O'Brien, Interim Town Manager  
**SUBJECT:** Community Development Block Grant Disaster Recovery, Workforce Development Project – Term Program Coordinator  
**LONG TERM RECOVERY PLAN:** Yes

**COUNCIL ACTION REQUESTED:**

1. Consider and approve the creation and authorization of a Workforce Development Program Coordinator position, limited to the life of the approved grant, to support day-to-day program implementation, partner coordination, outreach, and grant compliance for the Town's grant-funded workforce development initiatives; and,
2. Adopt Resolution No. 2026-\_\_\_\_ "A Resolution of the Town Council of the Town of Paradise Approve Job Classification Descriptions"; and,
3. Adopt Resolution No. 2026-\_\_\_\_ "A Resolution of the Town Council of the Town of Paradise Adopting an Amendment to the Salary Pay Plan to Include Workforce Development Program Coordinator for the Town of Paradise Employees for the Fiscal Year 2025/2026.

After the 2018 Camp Fire, funding was appropriated by Congress through the Community Development Block Grant Disaster Recovery (CDBG DR) Program to provide recovery funding for disaster affected communities, including Butte County, and the Town of Paradise. CDBG DR funding was allocated for the 2017/2018 disasters in four areas:

1. Housing
2. Infrastructure
3. Workforce Development
4. Mitigation

Butte County was allocated \$18,700,000. To utilize these funds, the Town submitted an application for \$17,868,376.00 for a project to construct a workforce training center on the Paradise High School Property and other regional locations which would focus on resilient building and forestry technologies, as well as companion training, and be a resiliency hub for training in the region. The funds would be utilized to pay for the rehab of two existing buildings on the Paradise High School campus, and for the various training programs which would be run by our local training partners with the goal of providing workforce development training and job placement for up to 500 local residents.

## Analysis:

Following the Town Council's December 12 consensus to move the project forward with program adaptations, Town staff have continued to actively coordinate with project partners to move program forward. During this period, project budgets have been updated and partner roles have been confirmed. Individual partner meetings are occurring on a weekly basis, with all partners meeting collectively on a monthly schedule that will increase to twice per month in the spring.

Following the January 2026 Town Council meeting project approvals, the related project action items have moved forward with the publication of the Request for Proposals for the Compliance Consultant, and the approved MOU has been provided to all partners for finalization. The Town continues to meet regularly with HCD staff to support the project. The final outstanding item from December 2025 Council direction is to move forward with the creation of a program coordinator to oversee the daily operation of the program.

1. **Consider and approve the creation and authorization of a Workforce Development Program Coordinator position, limited to the life of the approved grant, to support day-to-day program implementation, partner coordination, outreach, and grant compliance for the Town's grant-funded workforce development initiatives.**

The Town is seeking Council approval to create and authorize a **Workforce Development Program Coordinator position**, limited to the duration of the approved grant. This position is essential for managing the day-to-day operations of a complex, multi-million-dollar workforce development program funded through the grant. The program requires coordination with multiple partner agencies, training providers, employers, compliance consultants, and community organizations, as well as ongoing oversight to meet the requirements of the **California Department of Housing and Community Development (HCD)**. Due to the program's complexity and the regulatory oversight involved, dedicated staff support is critical to ensure that program goals are achieved, timelines are maintained, and all reporting and documentation obligations are met.

The Coordinator will act as the central point of contact for partners, assist with participant support, work with partners on outreach efforts, schedule program activities, and ensure grant compliance. Creating this position will provide the focused resources needed to deliver the program effectively, strengthen long-term recovery efforts, and ensure that local residents can fully benefit from the educational opportunities provided through the grant.

## Financial Impact:

The Town applied for and was awarded \$17,868,367.00 for the workforce development center project discussed above.

The requested actions do not result in any impact to the Town's General Fund or other Town financial resources. All project-related expenditures are funded through grant revenues and are 100 percent reimbursable. The position is grant-funded and will conclude at the end of the grant term, scheduled for **Summer 2028**.

**TOWN OF PARADISE  
RESOLUTION NO. 2026-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
APPROVING JOB CLASSIFICATION DESCRIPTIONS**

**WHEREAS**, it is prudent for the Town of Paradise to periodically review its job classification descriptions of the positions within the Town of Paradise; and

**WHEREAS**, to improve efficiency of certain Town functions and to appropriately reflect the duties and qualifications of its employee classifications.

**NOW, THEREFORE** be it resolved by the Town Council of the Town of Paradise as follows:

**SECTION 1.** Job class descriptions in the attached list are approved. Town staff are directed to revise Town employee Classifications based on the attached list.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 10th day of February 2026, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**NOT VOTING:**

\_\_\_\_\_  
Steve Crowder, Mayor

**ATTEST:**

\_\_\_\_\_  
Melanie Elvis, Town Clerk

**APPROVED AS TO FORM:**

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

Job Classification Descriptions
Workforce Development Program Coordinator





February 2026  
FLSA: Non-Exempt

## WORKFORCE DEVELOPMENT PROGRAM COORDINATOR

### **DEFINITION**

Under general supervision, coordinates the day-to-day implementation and administration of a Workforce Development Project, providing technical, analytical, and administrative support to ensure program goals, partner needs, and grant requirements are met. Responsibilities include supporting partner agencies in managing participant enrollment and eligibility verification; coordinating scheduling, tasks, and reporting with training providers, employers, and community partners; and assisting with grant management, documentation, and compliance monitoring. The position serves as a primary liaison between the Town and workforce, education, nonprofit, and public agency partners, supports program outreach and community marketing efforts to increase participation, tracks program activities and outcomes, and performs related duties as assigned.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from the Recovery & Economic Development Project Manager. No direct supervision of staff is expected but some supervision of part-time, temporary assistance, and/or project partners as needed.

### **CLASS CHARACTERISTICS**

Assumes the lead responsibility in the performance of a wide variety of routine and complex technical and specialized work. Incumbents serve to implement workforce development programs by performing technical and administrative work and are expected to function with very little direct oversight. Successful performance of the work requires the interpretation and application of policies, procedures and regulations and may involve frequent contact with other Town departments, the public, project partners, government officials and community groups, as well as performing various research and monitoring functions.

### **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.*

- Coordinate day-to-day implementation of the workforce development program in alignment with grant goals, timelines, and performance metrics
- Support partner agencies in managing participant outreach, enrollment, and eligibility verification
- Develops and implements policies, procedures and regulations relating to workforce development programs.
- Serve as primary point of contact for partner organizations regarding tasks, deliverables, and reporting requirements

- Track participant progress, program outcomes, and workforce placements to meet grant reporting standards
- Support grant management activities, including documentation, compliance monitoring, and performance reporting
- Assist with budget tracking and coordination of eligible expenditures related to program activities
- Support community outreach and marketing efforts to promote program participation, with emphasis on underserved and impacted populations
- Coordinate with Town departments and external agencies to align workforce activities with recovery, hazard mitigation, and resilience projects
- Maintain organized project files and data systems to support audits, monitoring, and transparency
- Attends meetings, conferences, workshops, and training sessions and reviews publications and audio-visual materials to become and remain current on principles, practices, and new developments in assigned work areas.
- Identify and communicate implementation challenges and recommend solutions to keep the program on track
- Support continuous improvement of program processes to increase efficiency, participation, and outcomes
- Support partner agencies with procurement activities and coordination related to program needs, and assist with identifying and implementing facility improvements necessary to effectively deliver training, services, and program activities.
- Acts as the Town's representative and liaison on relevant topics, including responding to questions and comments from the public in a courteous and timely manner and collaborating with involved parties to reach resolutions on identified issues.
- Performs other related duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Organization and function of public agencies, including the role of an elected Town Council and appointed boards and commissions.
- Applicable codes, regulations, policies, guidelines technical processes and procedures related to state and federal grant programs.
- General knowledge of banking, finance, and construction industries.
- Principles and practice of contract negotiation and administration.
- Effective organizational skills.
- Business arithmetic and basic statistical techniques.
- Basic principles of record keeping.
- 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, including report preparation and presentations.

### **Ability to:**

- Take the lead on administering the Town's Workforce Development program.
- Be self-motivated, willing to make decisions and be detail oriented.
- Perform responsible technical support work with accuracy, speed, and minimal supervision.

- Provide varied, responsible support work requiring the use of independent judgment, tact and discretion.
- Understand the organization and operation of the Town and of outside agencies as necessary to assume assigned responsibilities.
- Develop, interpret, apply, and explain a wide variety of technical policies and procedures, and communicate difficult procedures and regulations to those encountered in the course of work.
- Interact effectively with the public and employees by communicating both orally and in writing. Prepare complete and accurate reports.
- Work with HUD, HCD and other agencies to drive programs to completion.
- Compile and analyze a variety of materials and work cooperatively with the public in a variety of situations.
- Research, analyze, and summarize data, and prepare and present accurate and reliable reports containing findings and recommendations.
- Organize, maintain, and update office database and records systems.
- Quickly learn and use new skills and knowledge due to rapidly changing information and/or technology.
- Develop creative alternatives to problem solving and conflicts.
- Make accurate arithmetic, financial and statistical computations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively representing the division and the Town in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Learn and understand the organization and operation of the Town and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- 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:*

Minimum of two years in program/project coordination; grant management, public program services, or any equivalent combination of training and experience. An associate's degree from an accredited college or university with major course work in public administration, business administration, political science, sociology or a closely related degree.

**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**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle, to visit various Town and meeting sites and to inspect various residential sites; vision to read printed materials, a computer screen, and to perform inspections; 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. Employees must possess the ability to lift, carry, push, and pull materials and objects necessary to perform job functions.

#### **ENVIRONMENTAL CONDITIONS**

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.

**TOWN OF PARADISE  
RESOLUTION NO. 2026-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA,  
ADOPTING AN AMMENDMENT TO THE SALARY PAY PLAN TO INCLUDE WORKFORCE DEVELOPMENT  
PROGRAM COORDINATOR FOR TOWN OF PARADISE EMPLOYEES FOR THE FISCAL YEAR 2025-2026**

**WHEREAS**, the Town wishes to revise the salary pay plan; and

**WHEREAS**, the salary pay plan will incorporate all salary paid within the Town into one salary pay plan.

**NOW, THEREFORE** be it resolved by the Town Council of the Town of Paradise, that the Town of Paradise salary pay plan attached to this resolution is hereby adopted.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 10th day of February 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

\_\_\_\_\_  
Steve Crowder, Mayor

**ATTEST:**

\_\_\_\_\_  
Melanie Elvis, Town Clerk

**APPROVED AS TO FORM:**

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

TOWN OF PARADISE SALARY PAY PLAN FY 2025/26 AS OF FEBRUARY 10, 2026										
Head Count	Auth FTE's	Budget FTE	Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
1.00	1.00	1.00	WORKFORCE DEVELOPMENT PROGRAM COORDINATOR - LIMITED TERM							
			HOURLY	40	35.11	36.87	38.71	40.65	42.68	44.81
			BIWEEKLY	80	2,808.80	2,949.60	3,096.80	3,252.00	3,414.40	3,584.80
			MONTHLY	173	6,085.73	6,390.80	6,709.73	7,046.00	7,397.87	7,767.07
			ANNUAL	2,080	73,028.80	76,689.60	80,516.80	84,552.00	88,774.40	93,204.80



**Town of Paradise**  
**Council Agenda Summary**  
**February 10, 2026**

**Agenda Item: 6(i)**

**ORIGINATED BY:** Aimee Bealeu, Finance Director/Town Treasurer  
**REVIEWED BY:** Michael O'Brien, Interim Town Manager  
**SUBJECT:** Actuarial Valuation of Retiree Health Benefits for Paradise Firefighters Association

**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Review and accept the actuarial valuation of changes to the Paradise Firefighters Association retiree health benefits, as agreed in the Transitional MOU between the Town of Paradise and the Paradise Firefighters Association (PFA) approved by Town Council on September 11, 2012; or
2. Refer the matter back to staff for further analysis and development. (ROLL CALL VOTE)

**Background:**

GASB Statement No. 75 (GASB 75) is an accounting standard issued by the Governmental Accounting Standards Board that requires public sector employers to recognize and report the full liability of other post-employment benefits (OPEB) on their financial statements. It replaces the previous standard (GASB 45) and aims to improve transparency and consistency by requiring the net OPEB liability to be reported on the balance sheet, rather than just as a footnote.

In using the most recent GASB 75 report which was presented to Council on May 13, 2025, and updating the data to include a benefit increase to the Paradise Firefighter Association retirees in accordance with the Transitional MOU between the Town of Paradise and the Paradise Firefighters Association (PFA) approved by Town Council on September 11, 2012, consistent with other employee groups under the "Favored Nation Clause" of the Post Retirement Healthcare Coverage section of the agreement, future costs can be actuarially calculated.

The Town of Paradise and its five other employee units recently agreed to an increased medical allocation effective through July 1, 2025, adopting an 80/20 cost-sharing model in which the Town would cover 80% of the monthly premiums for the medical plan.

**Analysis:**

Cost Analysis of Proposed Change to Medical Benefit Premium Cost Share for Paradise Firefighters Association retirees:

The change in the actuarial valuation of the OPEB obligation is driven by one key factor:

1. A shift from a capped medical contribution plan to an employer contribution of 80% of tiered medical costs.

The actuarial analysis projects a \$514,174 increase in the accrued OPEB obligation due to the Paradise Firefighters Association changes in employer medical premiums, as determined by the actuarial analysis.

**Financial Impact:**

The implementation of the increase to Retiree medical in accordance with the Transitional MOU between the Town of Paradise and the Paradise Firefighters Association (PFA) approved by Town Council on September 11, 2012, leads to an actuarial valuation of the Town's Net OPEB obligation increase of \$514,174 for future costs.

The FY25/26 impact to the budget is \$35,289.



# Effect of Benefit Changes on the Town's Retiree Healthcare Liability

Town of Paradise

# Agenda

## Proposed Benefit Change

## GASB 75

## Effect of the Change on the Liability and Related Measures

## Effect of the Change on Future Benefit Payments

## Questions





# Proposed Benefit Change

- The Town pays up to the given amounts each month for those who retire from the Town under CalPERS. In the 2025–2026 year, the subsidies would increase to the proposed subsidy amounts.

• <u>Coverage</u>	<u>Current Subsidy</u>	<u>Proposed Subsidy</u>
• Employee Only	\$504.15	\$810.96
• Employee + Spouse	\$1,008.29	\$1,621.92
• Family	\$1,310.79	\$2,108.50

- The subsidies will increase with medical trend so that they remain equal to 80% of the Pre-Medicare PERS Gold rates.

# GASB 75

- GASB 75 is a Governmental Accounting Standards Board statement requiring the measurement of the liability of retiree health benefits.
- Technically, it is all benefits other than pensions, known as “Other Postemployment Benefits”, or OPEB, and the liability is called the Total OPEB Liability.
- One way to think of this liability is that it is the amount that you would need to have in a trust fund at the valuation date to cover all promised health care to all employees and retirees who have met the eligibility requirements for the health benefits.
- It does not include amounts for employees who are not eligible yet for the benefits.
- It does not include amounts for employees who have not been hired yet.





# Effect of Change on Liability and Related Measures on the Fire Unit

GASB 75 Results for the Fiscal Year Ending June 30, 2024

	<u>Current Benefits</u>	<u>Proposed Benefits</u>	<u>Change \$</u>	<u>Change %</u>
Total OPEB Liability	\$ 2,230,553	\$ 2,744,727	\$ 514,174	23.1%
Present Value of Future Normal Costs	-	-	-	n/a
Total Present Value of Future Benefits	<u>\$ 2,230,553</u>	<u>\$ 2,744,727</u>	<u>\$ 514,174</u>	<u>23.1%</u>
Total OPEB Liability	2,230,553	2,744,727	514,174	23.1%
Fiduciary Net Position (Assets in Trust)	-	-	-	n/a
Net OPEB Liability	<u>\$ 2,230,553</u>	<u>\$ 2,744,727</u>	<u>\$ 514,174</u>	<u>23.1%</u>
Expense (After one-time charge)	\$ 82,676	\$ 102,677	\$ 20,001	24.2%
ADC (to be made in 2025-2026)	150,713	185,455	34,742	23.1%

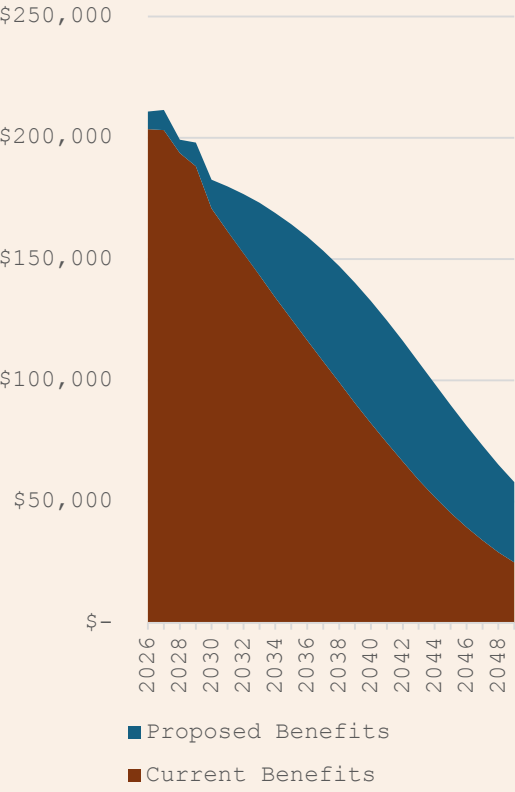
# Effect of Change on Future Benefit Payments

## Projection of Benefit Payments

Projected benefit payments for current participants follow.

Year	Current Benefits	Proposed Benefits
2026	203,553	210,830
2027	203,109	211,534
2028	193,656	199,195
2029	188,268	198,067
2030	170,805	182,661
2031	161,508	179,934
2032	152,316	176,782
2033	143,217	173,167
2034	134,198	169,042
2035	125,271	164,393
2036	116,451	159,208
2037	107,747	153,471
2038	99,161	147,151
2039	90,691	140,217
2040	82,371	132,689
2041	74,261	124,638
2042	66,434	116,178
2043	58,974	107,459
2044	51,946	98,628
2045	45,411	89,845
2046	39,423	81,281
2047	34,010	73,073
2048	29,165	65,308
2049	24,870	58,040
↓	↓	↓

## Projected Benefit Payments





# Any Questions?

**Presenter:**  
Roger Burton

**Email:**  
[roger@truecomp.com](mailto:roger@truecomp.com)

**Phone:**  
(415) 801-5987

**Website:**  
[truecomp.com](http://truecomp.com)



Discover  
*smarter*  
government  
at work.

