



# TOWN OF PARADISE

5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931  
TELEPHONE (530) 872-6291 FAX (530) 877-5059  
www.townofparadise.com

## **Management Staff:**

Charles L. Rough, Jr., Town Manager  
Dwight L. Moore, Town Attorney  
Joanna Gutierrez, Town Clerk  
Lauren Gill, Assistant Town Manager  
Craig Baker, Community Development Director  
Gabriela Tazzari, Acting Police Chief  
Rob Cone, Interim Fire Chief  
Gina Will, Finance Director/Town Treasurer

## **Town Council:**

Steve "Woody" Culleton, Mayor  
Tim Titus, Vice Mayor  
Joe DiDuca, Council Member  
Scott Lotter, Council Member  
Alan White, Council Member

## **TOWN COUNCIL AGENDA**

### **REGULAR MEETING – 6:00 PM – August 07, 2012**

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Town Clerk's Dept., at 872-6291 at least 48 hours in advance of the meeting. Hearing assistance devices for the hearing impaired are available from the Town Clerk.

Members of the public may address the Town Council on any agenda item, including closed session. If you wish to address the Town Council on any matter on the Agenda, it is requested that you complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the Council Meeting.

All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Town Council within 72 hours of a Regular Meeting will be available for public inspection at the Town Hall in the Town Clerk Department located at 5555 Skyway, Room 3, at the time the subject writing or document is distributed to a majority of the subject body. Regular business hours are Monday through Thursday from 8:00 a.m. to 5:00 p.m.

### **1. OPENING**

- a. Call to Order
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Invocation
- d. Roll Call
- e. Proclamations:
  - (1) Recognition of Craig Woodhouse, Planning Commissioner

## **2. ITEMS DEFERRED FROM PREVIOUS MEETINGS – None.**

### **3. CONSENT CALENDAR**

One roll call vote will be taken for all items placed on the consent calendar.

- 3a.** Approve the Minutes of the July 10, 2012 Regular Council Meeting.
- 3b.** Approve Check Register in the Amount of \$1,386,224.40.
- 3c.** (1) Waive second reading of entire Ordinance No 525 (relating to changing the regular meeting date of the Council from the first to the second Tuesday of the month) and approve reading by title only; and, (2) Adopt Ordinance No 525, An Ordinance Amending Section 2.08.010 of the Paradise Municipal Code Relating to Regular Meeting Date for the Paradise Town Council. If adopted the regular meeting date of the Town would change from the 1st Tuesday to the 2nd Tuesday of each month commencing October 9, 2012.
- 3d.** Approve the Plans, Specifications and Estimates for the 2012 Thermoplastic Pavement Markings Replacement Project and authorize the Development Services staff to advertise for bids for the project.
- 3e.** (1) Approve an extension of the Butte County Abandoned Vehicle Abatement Service Authority Pursuant to Sections 9250.7 and 22710 of the California Vehicle Code; and (2) Adopt Resolution No. 12-28, A Resolution "A Resolution of the Town Council of the Town of Paradise Authorizing Establishment of a Service Authority for Abandoned Vehicle Abatement and Continuing the Appointment of the Town Representative to the Service Authority."
- 3f.** Approve the updated job description for Associate Civil Engineer position.
- 3g.** Accept the Project Description for the Town of Paradise Community Wastewater Collection System.

### **4. PUBLIC HEARING PROCEDURE**

- a. Staff report (15 minutes total maximum)
- b. Open hearing to the public
  - 1. Project proponents or in favor of (15 minutes total maximum)
  - 2. Project opponents or against (15 minutes total maximum)
  - 3. Rebuttals - when requested (15 minutes total maximum or 3 minutes maximum per speaker)
- c. Close hearing to the public
- d. Council discussion
- e. Motion
- f. Vote

## **5. PUBLIC HEARINGS**

**5a.** Conduct a public hearing for Town Council consideration of a Planning Commission recommendation for a proposed General Plan amendment/rezone application proposing the assignment of a Community Services (CS) land use designation and zoning for a vacant 1.66 acre property proposed to be developed with a 19,972 square foot community care facility and an adjacent 4.16 acre property currently developed for religious assembly purposes. The subject properties are currently designated and zoned Rural Residential (RR) and Rural Residential-2/3 acre minimum (RR-2/3), respectively. The subject parcels are located at 6975 and 6983 Pentz Road in Paradise and are further identified as Assessor parcel numbers 050-082-023 and 050-082-105. Conduct the duly noticed and scheduled public hearing related to this agenda item. Upon conclusion of this public hearing, Council is requested to consider adopting the following Planning Commission recommendations:

- (1) Concurring with the Planning Commission's decision to adopt the environmental document (negative declaration) prepared for the project under requirements of the California Environmental Quality Act (CEQA);
- (2) Concurring with the project recommended General Plan land use map amendment and rezone action adopted by the Planning Commission on July 17, 2012, and embodied within Planning Commission Resolution No. 12-03;
- (3) Adopting Town of Paradise Resolution No. 12-\_\_\_\_, "A Resolution of the Town Council of the Town of Paradise Adopting a Negative Declaration and Amending the Land Use Map of the 1994 Paradise General Plan (PL12-00075: Grand Sierra Lodge);
- (4) Waiving the first reading of Town Ordinance No. \_\_\_\_ and approve reading by title only (roll call vote); and,
- (5) Introducing Town of Paradise Ordinance No. \_\_\_\_, "An Ordinance Rezoning Certain Real Properties From "RR-2/3" (Rural Residential, 2/3-Acre Minimum) to a "CS" (Community Services) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL12-00075; Grand Sierra Lodge)". **(ROLL CALL VOTE) OR;**
- (6) Adopting an alternative directive to town staff.

## **6. PUBLIC COMMUNICATION**

This is the time for members of the audience who have completed a "Request to Address Council" card and given it to the Clerk to present items not on the Agenda. Comments should be limited to a maximum of three minutes duration. The Town Council is prohibited by State Law from taking action on any item presented if it is not listed on the Agenda.

## **7. COUNCIL CONSIDERATION**

**7a.** Consider (1) Waiving the second reading of Ordinance No. 524 and approve reading by title only; and, (2) Adopting Town Ordinance No. 524, "An Ordinance Amending Text Regulations Within Paradise Municipal Code Chapter 17.38 Relating to Off-Street Parking Regulations". **(ROLL**

**CALL VOTE)** If adopted, the amendments would affect municipal code sections related to off-street parking regulations and would result in a change in the formula for calculating the amount of off-street parking required for retail services, an adjustment in the threshold for a loading space requirement and the establishment of a formal process by which a reduction in off-street parking requirements could be granted under certain specific circumstances.

7b. Consider: (1) Awarding the contract for the Various Asphalt Repairs 2012 Project, Public Works Maintenance Project 2120-45-4755-472 Franklin Construction in the amount of \$71,805.00 and authorize the Town Manager to sign the contract; AND; (2) Approving a budget appropriation adjustment of \$26,805 to Gas Tax 2120.45.4755.5213.100 and a \$26,805 transfer in from Transportation Fund 2110.00.0000.5910.120 **(ROLL CALL VOTE)**; OR (3) Providing alternative direction to staff.

**8. COUNCIL COMMUNICATION (Council Initiatives)**

Council oral reports of their representation on Committees/Commissions.

- 8a. Request replacement Council Member be appointed as Town Representative to Paradise Community Village Board of Directors. **(WHITE)**
- 8b. Discuss and consider directing staff to draft an ordinance eliminating smoking on Town Facilities excluding Paradise Community Park and the Paradise Memorial Trailway. **(WHITE)**

**9. STAFF/COMMISSION/COMMITTEE COMMUNICATION**

Town Manager oral reports

**10. CLOSED SESSION**

10a. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Charles L. Rough, Jr., Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Paradise Firefighters Association and the Paradise Police Officers Association.

**11. ADJOURNMENT**

11a. Consider adjourning the regular meeting to September 11, 2012.

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

Town of Paradise, California  
PROCLAMATION

**WHEREAS,** Craig Woodhouse has faithfully served the community of Paradise as a member of the Paradise Planning Commission for two, four-year terms of office commencing June 22, 2004 and expiring June 30, 2012; and,

**WHEREAS,** Craig Woodhouse served during specific times on the Development Impact Fees Adjustment Board, the Landscape Committee, and the Tree Permit Review Committee and served as Planning Commission Chairman and Vice-Chairman;

**WHEREAS,** the Town Council of the Town of Paradise recognizes the valuable contribution to good government from citizens who spend many hours in the service of the Town without monetary compensation; and

**WHEREAS,** through participation on the Paradise Planning Commission, Craig Woodhouse greatly assisted the Town of Paradise and the Town Council in an advisory capacity on matters relating to various land use issues within the Town of Paradise; and

**WHEREAS,** the orderly growth of the Town of Paradise has been enhanced by his efforts to pursue progressive improvement to the Town of Paradise; and

**WHEREAS,** Craig Woodhouse has generously devoted his time and energy for the public good and performed his duties as a Paradise Planning Commissioner with thoroughness and professionalism;

**NOW, THEREFORE,** I, Steve "Woody" Culleton, Mayor of the Town of Paradise, do hereby recognize and express appreciation to Craig Woodhouse for his dedicated service to the Town of Paradise.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 7th day of August, 2012.



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Steve "Woody" Culleton, Mayor



**MINUTES  
PARADISE TOWN COUNCIL  
REGULAR MEETING – 6:00 PM – July 10, 2012**

**1. OPENING**

The Regular Meeting of Paradise Town Council was called to order by Mayor Culleton at 6:05 pm. Following the pledge of allegiance to the Flag of the United States of America, the invocation was offered by Council Member White.

**COUNCIL MEMBERS PRESENT:** Joe DiDuca, Scott Lotter, Tim Titus (arrived at 6:07 pm), Alan White and Steve “Woody” Culleton, Mayor.

**COUNCIL MEMBERS ABSENT:** None.

**STAFF PRESENT:** Town Clerk Gutierrez, Town Manager Rough, Town Attorney Moore, Assistant Town Manager Gill, Finance Director Will, Community Development Director Baker, Public Works Manager Derr, Assistant Town Clerk Volenski, HR/Risk Management Analyst Peters, Interim Fire Chief Cone, Battalion Chief Hasek and Acting Police Chief Tazzari.

**2. ITEMS DEFERRED FROM PREVIOUS MEETINGS** - None.

**3. CONSENT CALENDAR**

**MOTION by DiDuca, seconded by White, adopted the following Consent Calendar items by unanimous vote:**

- 3a. Approved the Minutes of the June 5, 2012 Regular Meeting; and the June 7 and the June 20, 2012 Special Council Meetings.
- 3b. Approved Check Register in the amount of \$1,299,503.56. (310-10-28)
- 3c. Accepted Safety Lighting Conversion work with Republic Intelligent Transportation Services, Inc. and the HVAC Replacement with Sierra Refrigeration, Heating and Air Conditioning as complete and authorized the Town Clerk to file Notices of Completion with the County Recorder’s Office with release of payment funds in the amounts of \$44,005.00 and \$10,763.75 following a 35-day lien period provided no liens are filed. (510-20-47 & 510-20-48)
- 3d. Approved amendment to the agreement with Dwight L. Moore for Town Attorney services to reflect a reduction of monthly hours and to extend the term through June 30, 2014 and authorized the Mayor to execute the agreement. (C93-01)

- 3e. Authorized the Mayor and Town Manager to execute the Fifth Amendment to Dismissal and Tolling Agreement between the Town of Paradise and Oak Creek Estates to extend the tolling date to June 1, 2013. (C07-24)
- 3f. Approved Temporary Construction Easement acquisition documents and the agreements for the purchase of these easements across 12 various properties as detailed in the staff report for the Pearson/Recreation Signal Project and (1) Authorized the Town Engineer or Town Manager to execute the "Agreement(s) Between Property Owner and the Town of Paradise" for each and all of the Temporary Construction Easements; (2) Authorized the Town Engineer to execute the Certificate of Acceptance for each and all of the Temporary Construction Easements; and, (3) Approved payment in the amounts and to the various owners cited as detailed on the staff report. This portion of the project is being paid for at 88.78% by Congestion Mitigation Air Quality (CMAQ) funds. The Town's liability is 11.22% of the \$14,250.00 total for TCE acquisition, or \$1,598.85. (950-40-11)
- 3g. Approved the "Easement for Public Road and Public Utilities" acquisition and the agreement for the purchase of this easement for the Pearson/Recreation Signal Project and (1) Authorized the Town Engineer or Town Manager to execute the "Agreement(s) Between Property Owner and the Town of Paradise" for each and all of the Permanent Construction Easements; (2) Authorized the Town Engineer to execute the Certificate of Acceptance for each and all of the Permanent Construction Easements; and, (3) Approved payment of \$6,000.00 to the Wilkinson Family Trust, et al. for the Permanent Easement. This portion of the project is being paid for at 88.78% by CMAQ funds. The Town's liability for the right-of-way portion is 11.22%. For this easement, the Town shall be responsible for \$673.20. (950-40-11)
- 3h. Approved the Grant Deed acquisition documents and agreement to purchase easements for the Pearson/Recreation Drive Signal Project, and (1) Authorized the Town Engineer or the Town Manager to execute the "Agreement(s) Between Property Owner and the Town of Paradise" for each and all of the Grant Deeds for the Pearson/Recreation Drive Signal Project; (2) Authorized the Town Engineer to execute the Certificate of Acceptance for each and all of the Grant Deeds; (3) Approved payment in the amounts and to the various owners cited as detailed in the staff report. This portion of the project is being paid for at 88.78% by CMAQ funds. The Town's liability for the Grant Deeds is 11.22% of \$6,620.00, or \$742.76. (950-40-11)
- 3i. Approved and authorized the Town Manager to execute a Utility Agreement between the Town and Paradise Irrigation District (PID), as approved by the Town Attorney, for work to be performed by PID for the Pearson/Recreation Signal Project. The subject agreement represents the



Town's negotiations with PID and the Federal Highway Administration (FHWA) methodology for reimbursement of PID's work. (950-40-11)

- 3j. Adopted Resolution No. 12-21, "A Resolution of the Town Council of the Town of Paradise authorizing the submittal of an application to the California State Department of Housing and Community Development for the funding under the HOME Investment Partnerships Program; and, if selected, the execution of a standard agreement, any amendments thereto, and any related documents necessary to participate in the HOME Investment Partnerships Program." (710-10-78)
- 3k. Authorized the Town Manager to execute the amendment to the Rolls Anderson Rolls contract for interim engineering services extending the term from July 1 through October 15, 2012 for a cost of \$54,000. The cost of this contract will be paid through a federal CMAQ grant and gas tax funds, with a small amount charged to General Fund, and will be included in the 2012-13 budget. The costs are approximated as follows: CMAQ-\$42,000; Gas tax- \$10,000; and, General Fund-\$2,000. (510-20-38)
- 3l. (1) Approved the Plans, Specification and Estimates for Various Asphalt Repairs 2012 project; and, (2) Authorized Development Services staff to advertise the project. (510-20-49)
- 3m. Approved the restated and amended 960-hour per fiscal year annuitant contract with Charles L. Rough, Jr., for Town Manager services as submitted to comply with changes requested by CALPERS and authorized the Mayor to execute the agreement. (C96-08)

#### **4. PUBLIC HEARING PROCEDURE**

- a. Staff report (15 minutes total maximum)
- b. Open hearing to the public
  - 1. Project proponents or in favor of (15 minutes total maximum)
  - 2. Project opponents or against (15 minutes total maximum)
  - 3. Rebuttals - when requested (15 minutes total maximum or 3 minutes maximum per speaker)
- c. Close hearing to the public
- d. Council discussion
- e. Motion
- f. Vote

#### **5. PUBLIC HEARINGS**

Community Development Director Baker reported to Council regarding the Planning Commission recommendation for Town Council adoption of text amendments to the Town's zoning regulations contained in Paradise Municipal Code Title 17 (Zoning). If adopted, the amendments would affect municipal code sections related to off-street parking regulations and would result in a change in the formula for calculating the amount of off-street parking required for retail services, an adjustment in the threshold for a loading space requirement and the

establishment of a formal process by which a reduction in off-street parking requirements could be granted under certain specific circumstances.

Mayor Culleton opened the public hearing at 6:12 pm. There were no speakers and Mayor Culleton closed the public hearing at 6:12 pm.

- 5a. **MOTION by Titus, seconded by DiDuca**, concurred with the project "CEQA" determination finding adopted by the Planning Commission on June 19, 2012 and embodied within Planning Commission Resolution No. 12-01; and (2) Waived the reading of entire Ordinance No. 524 (relating to amending the PMC text regulations relating to off-street parking) and approved reading by title only. Roll call vote was unanimous.

**MOTION by Titus, seconded by Diduca**, introduced Ordinance No. 524, An Ordinance Amending Text Regulations Within Paradise Municipal Code Chapter 17.38 Relating to Off-Street Parking Regulations. Ayes of DiDuca, Lotter, Titus and Mayor Culleton; no of White. (540-16-93)

**6. PUBLIC COMMUNICATION** – None.

**7. COUNCIL CONSIDERATION**

Police Chief Tazzari reported to Council regarding the proposed acceptance of grant funding from the Department of Alcoholic Beverage Control and informed Council that although the original request was for \$70,000 the offer herein is in the amount of \$35,000 and if approved there will be a meeting with ABC to adjust the goals in order to meet the \$35,000 amount. Chief Tazzari stated that the one-year grant would complement the AVOID program and no matching funds are required.

- 7a. **MOTION by White, seconded by Titus**, adopted Resolution No 12-22, A Resolution Authorizing Solicitation and Acceptance of Grant Funding Administered by the Department of Alcoholic Beverage Control, and Authorizing the Mayor and the Chief of Police to Execute the Grant. Roll call vote was unanimous. (480-20-08)

**8. COUNCIL COMMUNICATION (Council Initiatives)**

- 8a. **MOTION by Lotter, seconded by Culleton**, (1) Waived the reading of entire Ordinance No. 525 (relating to changing the regular meeting date of the Town Council from the first to the second Tuesday of the month) and approved reading by title only; and, (2) Introduced Ordinance No. 525, An Ordinance Amending Section 2.08.010 of the Paradise Municipal Code Relating to Regular Meeting Date for the Paradise Town Council. (540-16-94) If adopted at the August 7, 2012 regular meeting, the ordinance will become effective on September 7, 2012 and the first regular meeting on the second Tuesday will commence October 9, 2012.

**Council oral reports of their representation on Committees/Commissions.**

Council Member White reported on the Paradise Community Village Project, that the new road is completed and that PID placed pipes prior to the road construction; that there will no longer be an Executive Director position and that discussion will be held to decide how those duties will be handled.

Vice Mayor Titus reported that the negotiating team met with the Police Officers and Firefighters Associations and that he had to delegate his other meetings to Council Member DiDuca.

Council Member Lotter reported on his attendance at the League of California Cities Division Meeting in Lake Tahoe and discussed the presentation by the City of Roseville regarding proposed new State storm water licensing regulations that will make it difficult to work with the Regional Water Quality Control Board and that will be very costly for cities to implement, and that any objections to the proposed regulations should be sent in soon. Mr. Lotter also attended the Public Safety Policy Committee meeting in Sacramento.

Council Member DiDuca reported on the Butte County Association of Governments and Butte County Air Quality Management District meetings wherein a contract with Veolia for the B-Line was approved; an RHNA (regional housing needs) plan was distributed for public comments; the S.C.S. strategy relating to diminishing greenhouse gas effects was discussed; and, that permits for spray booths and fire heater booths were consolidated and fees lowered.

Mayor Culleton reported on his attendance at the League of California Policy Committee Employee Relations committee meeting where they discussed pension reform and trailer bills in the Assembly relating to realignment, which is resulting in more convicts being released early from prison. There is a bill proposed, which the committee voted to oppose, to remove the box from job applications that asks if applicants have ever been convicted of a crime, in order to make it easier for convicts to get job interviews. Also, the cities are being asked to join a coalition to oppose the State's proposed storm water regulations as there cost of implementing the regulations will likely put businesses out of business. Mayor Culleton also attended the Thursday night "Buy Local" event; and the swear in ceremony of a new police officer but was unable to attend the sergeant promotion ceremony.

**9. STAFF/COMMISSION/COMMITTEE COMMUNICATION**

Town Manager oral reports

Manager Rough informed Council that there is a Town/PID Liaison Committee meeting scheduled for July 12, 2012 at the PID Boardroom and that the committee will be discussing improving quality of road work in Town streets after trenching by PID, status of the Successor Agency dissolution of redevelopment and the status of the Town's commercial wastewater collection/treatment system project.

**10. CLOSED SESSION**

At 6:55 pm Mayor Culleton announced that the Council would adjourn to closed session for the following:

- 10a. Pursuant to Government Code Section 54956.9(c), the Town Council will hold a closed session with the Town Attorney to consider initiating litigation, one potential case.
- 10b. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Charles L. Rough, Jr., Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Paradise Firefighters Association and the Paradise Police Officers Association.

Mayor Culleton reconvened the Council meeting at 8:25 pm and announced that direction was given and no action taken in closed session.

**11. ADJOURNMENT**

Mayor Culleton adjourned the meeting at 8:25 pm.

**DATE APPROVED:**

By: \_\_\_\_\_  
Steve "Woody" Culleton, Mayor

\_\_\_\_\_  
Joanna Gutierrez, CMC  
Town Clerk

# **TOWN OF PARADISE**

## **CASH DISBURSEMENTS REPORT**

FOR THE PERIOD OF  
JUNE 21, 2012 - JULY 20, 2012

June 21, 2012 - July 20, 2012

Check Date	Pay Period End	DESCRIPTION	AMOUNT
6/22/2012	6/17/2012	Net Payroll - Direct Deposits & Checks	\$169,045.54
7/1/2012	7/6/2012	Net Payroll - Direct Deposits & Checks	\$163,956.14
7/15/2012	7/20/2012	Net Payroll - Direct Deposits & Checks	\$177,168.64
<b>TOTAL NET WAGES PAYROLL</b>			<b><u>\$510,170.32</u></b>
<b>PR VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.</b>			<b><u>\$449,774.42</u></b>
<b>TOTAL JULY CASH DISBURSEMENTS - PAYROLL (NWS)</b>			<b><u>\$959,944.74</u></b>
<b>TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)</b>			<b><u>\$426,279.66</u></b>
<b>TOTAL CASH DISBURSEMENTS</b>			<b><u><u>\$1,386,224.40</u></u></b>

APPROVED BY: \_\_\_\_\_  
 CHARLES L. ROUGH, TOWN MANAGER

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

TOWN OF PARADISE

# CASH DISBURSEMENTS REPORT

From Payment Date: 6/21/2012 - To Payment Date: 7/20/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Wells Fargo AP Checking									
Check									
56330	06/28/2012	Open			Accounts Payable	JOHN REGH INLAND LEASING	\$426.86		
56331	06/28/2012	Open			Accounts Payable	3 CORE, INC.	\$6,500.00		
56332	06/28/2012	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$49.36		
56333	06/28/2012	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
56334	06/28/2012	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$648.00		
56335	06/28/2012	Open			Accounts Payable	AT&T	\$991.10		
56336	06/28/2012	Open			Accounts Payable	AT&T MOBILITY	\$118.06		
56337	06/28/2012	Reconciled		06/30/2012	Accounts Payable	C & E TRANSCRIPTION	\$1,282.30	\$1,282.30	\$0.00
56338	06/28/2012	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,150.00		
56339	06/28/2012	Open			Accounts Payable	Castro Electric	\$11,942.00		
56340	06/28/2012	Open			Accounts Payable	CITY CLERKS ASSOCIATION OF CALIFORNIA	\$40.00		
56341	06/28/2012	Open			Accounts Payable	COMCAST CABLE	\$117.79		
56342	06/28/2012	Open			Accounts Payable	COMCAST CABLE	\$87.79		
56343	06/28/2012	Open			Accounts Payable	Cummins West	\$100.00		
56344	06/28/2012	Reconciled		06/30/2012	Accounts Payable	DAVID ROWE TREE SERVICE	\$1,230.00	\$1,230.00	\$0.00
56345	06/28/2012	Open			Accounts Payable	FEDERAL EXPRESS	\$20.67		
56346	06/28/2012	Open			Accounts Payable	FRED PRYOR SEMINARS	\$199.00		
56347	06/28/2012	Open			Accounts Payable	HOOVER'S MANUFACTURING CO.	\$200.00		
56348	06/28/2012	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$81.58		
56349	06/28/2012	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$829.21		
56350	06/28/2012	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$125.00		
56351	06/28/2012	Open			Accounts Payable	JENKINS, MICHAEL	\$60.00		
56352	06/28/2012	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$250.00		
56353	06/28/2012	Open			Accounts Payable	M.S. TEDESCO CONSTRUCTION	\$437.60		
56354	06/28/2012	Open			Accounts Payable	NORTH STATE RENDERING INC	\$30.00		
56355	06/28/2012	Reconciled		06/30/2012	Accounts Payable	NORTHGATE PETROLEUM CO	\$8,118.06	\$8,118.06	\$0.00
56356	06/28/2012	Open			Accounts Payable	O'REILLY AUTO PARTS	\$473.38		
56357	06/28/2012	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$258.22		
56358	06/28/2012	Reconciled		06/30/2012	Accounts Payable	PACIFIC GAS & ELECTRIC	\$8,329.80	\$8,329.80	\$0.00
56359	06/28/2012	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$746.99		
56360	06/28/2012	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMUNITY MEDIA	\$177.15		
56361	06/28/2012	Open			Accounts Payable	PARADISE YOUTH SPORTS AND FAMILY CENTER	\$23,385.50		
56362	06/28/2012	Reconciled		06/30/2012	Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$150.00	\$150.00	\$0.00
56363	06/28/2012	Reconciled		06/30/2012	Accounts Payable	PETERSON TRACTOR CO	\$342.43	\$342.43	\$0.00
56364	06/28/2012	Reconciled		06/30/2012	Accounts Payable	PETTY CASH CUSTODIAN, VIRGINIA MARABLE	\$89.00	\$89.00	\$0.00
56365	06/28/2012	Open			Accounts Payable	PMAM CORPORATION	\$519.30		
56366	06/28/2012	Open			Accounts Payable	REINBOLD, ERIC	\$550.00		
56367	06/28/2012	Open			Accounts Payable	RIVERA CONCRETE COMPANY	\$2,200.00		
56368	06/28/2012	Reconciled		06/30/2012	Accounts Payable	SAFEGUARD FIRE PROTECTION	\$1,138.46	\$1,138.46	\$0.00
56369	06/28/2012	Reconciled		06/30/2012	Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	\$2,730.26	\$2,730.26	\$0.00

## TOWN OF PARADISE

**CASH DISBURSEMENTS REPORT**

From Payment Date: 6/21/2012 - To Payment Date: 7/20/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
56370	06/28/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$20.03		
56371	06/28/2012	Open			Accounts Payable	TOM'S TREE SERVICE	\$1,350.00		
56372	06/28/2012	Reconciled		06/30/2012	Accounts Payable	UNIFORMS TUXEDOS & MORE	\$1,221.30	\$1,221.30	\$0.00
56373	06/28/2012	Reconciled		06/30/2012	Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$450.00	\$450.00	\$0.00
56374	06/28/2012	Open			Accounts Payable	VERIZON WIRELESS	\$494.13		
56375	06/28/2012	Open			Accounts Payable	VERIZON WIRELESS	\$593.83		
56376	06/28/2012	Open			Accounts Payable	YOUNGBLOOD, BRIAN	\$16.91		
56377	06/28/2012	Open			Accounts Payable	ZUMAR INDUSTRIES	\$30.09		
56378	07/02/2012	Open			Accounts Payable	BUZZARD, CHRIS	\$652.97		
56379	07/02/2012	Open			Accounts Payable	DHABOLT, OTIS	\$161.14		
56380	07/02/2012	Open			Accounts Payable	EUROTAS, KARI	\$125.40		
56381	07/02/2012	Open			Accounts Payable	HAUNSCHILD, MARK	\$201.01		
56382	07/02/2012	Open			Accounts Payable	ICMA RETIREMENT #107773	\$287.17		
56383	07/02/2012	Open			Accounts Payable	MOBILITIE INVESTMENTS II, LLC	\$100.00		
56384	07/02/2012	Open			Accounts Payable	MOORE, DWIGHT, L.	\$12,650.00		
56385	07/02/2012	Open			Accounts Payable	ROUGH JR., CHARLES L.	\$125.40		
56386	07/02/2012	Open			Accounts Payable	WESTAMERICA BANK	\$770.70		
56387	07/02/2012	Open			Accounts Payable	WHALEN, SUZANNE	\$76.63		
56388	07/05/2012	Voided/Spoiled	Incorrect Check Number	07/05/2012	Converted/Imported		\$0.00	\$0.00	\$0.00
56389	07/05/2012	Open			Accounts Payable	ANDERSON, KATE	\$182.85		
56390	07/05/2012	Open			Accounts Payable	AT&T MOBILITY	\$96.30		
56391	07/05/2012	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$40,000.00		
56392	07/05/2012	Open			Accounts Payable	Big O Tires	\$15.00		
56393	07/05/2012	Open			Accounts Payable	CITY OF CHICO	\$4,968.39		
56394	07/05/2012	Open			Accounts Payable	DAY WIRELESS SYSTEMS - MILWAUKIE, OR	\$197.50		
56395	07/05/2012	Open			Accounts Payable	DON'S SAW & MOWER	\$29.14		
56396	07/05/2012	Open			Accounts Payable	FEDERAL EXPRESS	\$39.96		
56397	07/05/2012	Open			Accounts Payable	Fickert, Alisha	\$71.68		
56398	07/05/2012	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$117.98		
56399	07/05/2012	Open			Accounts Payable	HELENA SPECIALTY PRODUCTS	\$114.91		
56400	07/05/2012	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$75.00		
56401	07/05/2012	Open			Accounts Payable	NORCAL CONSTRUCTION SUPPLY	\$11.79		
56402	07/05/2012	Open			Accounts Payable	O'REILLY AUTO PARTS	\$172.32		
56403	07/05/2012	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$5.64		
56404	07/05/2012	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$244.17		
56405	07/05/2012	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$562.90		
56406	07/05/2012	Open			Accounts Payable	REPUBLIC ITS, INC.	\$4,273.26		
56407	07/05/2012	Open			Accounts Payable	RIEBES AUTO PARTS	\$517.94		
56408	07/05/2012	Open			Accounts Payable	RIEBES AUTO PARTS	\$15.32		
56409	07/05/2012	Open			Accounts Payable	Rolls Anderson & Rolls Civil Engineers	\$10,057.75		
56410	07/05/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$192.39		
56411	07/05/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$72.82		
56412	07/05/2012	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
56413	07/05/2012	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$211.01		



## TOWN OF PARADISE

**CASH DISBURSEMENTS REPORT**

From Payment Date: 6/21/2012 - To Payment Date: 7/20/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
56414	07/05/2012	Open			Accounts Payable	Unipan, Divna	\$71.68		
56415	07/06/2012	Voided	Incorrect Vendor	07/07/2012	Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$7,970.42		
56416	07/06/2012	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$1,098.45		
56417	07/06/2012	Voided		07/07/2012	Accounts Payable	CALPERS - RETIREMENT	\$53,336.08		
56418	07/09/2012	Voided/Spoiled	Incorrect Check Number	07/09/2012	Converted/Imported		\$0.00	\$0.00	\$0.00
56419	07/06/2012	Open			Accounts Payable	RON MORRIS	\$344.66		
56420	07/09/2012	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$1,887.21		
56421	07/12/2012	Open			Accounts Payable	US BANCORP OFFICE EQUIP FINANCE SERVICES	\$526.49		
56422	07/19/2012	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$16.91		
56423	07/19/2012	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$567.51		
56424	07/19/2012	Open			Accounts Payable	AT&T	\$1,098.74		
56425	07/19/2012	Open			Accounts Payable	AT&T CALNET 2-REPEATER LINES	\$198.66		
56426	07/19/2012	Open			Accounts Payable	AT&T-COMMUNITY PARK	\$15.41		
56427	07/19/2012	Open			Accounts Payable	AT&T/CAL NET 2	\$4,155.91		
56428	07/19/2012	Open			Accounts Payable	AVTEX SOLUTIONS, LLC	\$12,000.00		
56429	07/19/2012	Open			Accounts Payable	Big O Tires	\$38.00		
56430	07/19/2012	Open			Accounts Payable	BOYS AND GIRLS CLUB	\$10,476.33		
56431	07/19/2012	Open			Accounts Payable	BRASWELL, CECIL	\$500.00		
56432	07/19/2012	Open			Accounts Payable	BRUCE'S LOCK & KEY	\$232.93		
56433	07/19/2012	Open			Accounts Payable	BURTON'S FIRE, INC.	\$112.23		
56434	07/19/2012	Open			Accounts Payable	BUTTE CO RECORDER	\$1.00		
56435	07/19/2012	Open			Accounts Payable	C & E TRANSCRIPTION	\$406.98		
56436	07/19/2012	Open			Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION	\$125.00		
56437	07/19/2012	Open			Accounts Payable	CALIFORNIA VOCATIONS INC.	\$750.00		
56438	07/19/2012	Open			Accounts Payable	Castro Electric	\$11,942.00		
56439	07/19/2012	Open			Accounts Payable	CATALYST WOMEN'S ADV. INC.	\$2,965.00		
56440	07/19/2012	Open			Accounts Payable	CERTIFIED SECURITY SYSTEM INCORPORATED	\$240.00		
56441	07/19/2012	Open			Accounts Payable	CERTIFION CORPORATION D.B.A. ENTERSECT	\$169.90		
56442	07/19/2012	Open			Accounts Payable	COMCAST CABLE	\$71.84		
56443	07/19/2012	Open			Accounts Payable	COMCAST CABLE	\$72.79		
56444	07/19/2012	Open			Accounts Payable	COMCAST CABLE	\$87.79		
56445	07/19/2012	Open			Accounts Payable	COMMUNITY HOUSING & CREDIT COUNSELING	\$886.25		
56446	07/19/2012	Open			Accounts Payable	COOK, DEBBIE	\$96.50		
56447	07/19/2012	Open			Accounts Payable	CORBIN WILLITS SYS. INC.	\$348.00		
56448	07/19/2012	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$10,000.00		
56449	07/19/2012	Open			Accounts Payable	DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL	\$200.00		
56450	07/19/2012	Open			Accounts Payable	DODGE, JEFFREY, L.	\$82.00		
56451	07/19/2012	Open			Accounts Payable	DON'S SAW & MOWER	\$3.91		
56452	07/19/2012	Open			Accounts Payable	DOUG DANZ	\$180.72		
56453	07/19/2012	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$4,126.00		
56454	07/19/2012	Open			Accounts Payable	FEDERAL EXPRESS	\$21.53		
56455	07/19/2012	Open			Accounts Payable	FLORES, LUIS, A.	\$76.75		

TOWN OF PARADISE

# CASH DISBURSEMENTS REPORT

From Payment Date: 6/21/2012 - To Payment Date: 7/20/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
56456	07/19/2012	Open			Accounts Payable	HI-TECH EMERGENCY VEHICLE SERV. INC.	\$32.93		
56457	07/19/2012	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$2,674.45		
56458	07/19/2012	Open			Accounts Payable	INDUSTRIAL POWER PRODUCTS	\$170.53		
56459	07/19/2012	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$552.23		
56460	07/19/2012	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	\$75.00		
56461	07/19/2012	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$468.24		
56462	07/19/2012	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$7,609.04		
56463	07/19/2012	Open			Accounts Payable	LIEBENBERG, IBE, J.	\$10.00		
56464	07/19/2012	Open			Accounts Payable	LUMOS AND ASSOCIATES, INC.	\$827.50		
56465	07/19/2012	Open			Accounts Payable	LUNG, JAMES, ALLEN	\$61.50		
56466	07/19/2012	Open			Accounts Payable	MALLAN, TERRY	\$5,500.00		
56467	07/19/2012	Open			Accounts Payable	MARQUIS, JOSH	\$139.65		
56468	07/19/2012	Open			Accounts Payable	NATIONAL PUBLIC SAFETY INFORMATION BUREAU	\$144.00		
56469	07/19/2012	Open			Accounts Payable	O'REILLY AUTO PARTS	\$350.92		
56470	07/19/2012	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$76.34		
56471	07/19/2012	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$66.59		
56472	07/19/2012	Open			Accounts Payable	PARADISE RECREATION & PARK DISTRICT	\$1,886.00		
56473	07/19/2012	Open			Accounts Payable	PARADISE STRIVE CENTER	\$650.00		
56474	07/19/2012	Open			Accounts Payable	PARADISE UNIFIED SCHOOL DISTRICT	\$2,830.00		
56475	07/19/2012	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$887.65		
56476	07/19/2012	Open			Accounts Payable	PEG TAYLOR CENTER	\$812.00		
56477	07/19/2012	Open			Accounts Payable	PETTY CASH CUSTODIAN, VALERIE LYNCH	\$116.50		
56478	07/19/2012	Open			Accounts Payable	PETTY CASH CUSTODIAN, WENDY BROWN	\$14.89		
56479	07/19/2012	Open			Accounts Payable	PILGRIM, CHRIS	\$266.25		
56480	07/19/2012	Open			Accounts Payable	RAMOS, DANIEL J.	\$82.00		
56481	07/19/2012	Open			Accounts Payable	RIEBES AUTO PARTS	\$21.34		
56482	07/19/2012	Open			Accounts Payable	SCOTT, KENNETH & MARIANNE	\$600.00		
56483	07/19/2012	Open			Accounts Payable	SKYWAY PET HOSPITAL,	\$88.22		
56484	07/19/2012	Open			Accounts Payable	Smith, Jake	\$266.25		
56485	07/19/2012	Open			Accounts Payable	STARR, RUSSELL	\$50.50		
56486	07/19/2012	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	\$4,460.50		
56487	07/19/2012	Open			Accounts Payable	T - Mobile	\$139.30		
56488	07/19/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$13.80		
56489	07/19/2012	Open			Accounts Payable	THRIFTY ROOTER	\$231.63		
56490	07/19/2012	Open			Accounts Payable	TOM'S TREE SERVICE	\$1,710.00		
56491	07/19/2012	Open			Accounts Payable	TURNBOW, DAVID LYNN	\$55.75		
56492	07/19/2012	Open			Accounts Payable	TURNBOW, DEBBIE	\$56.25		
56493	07/19/2012	Open			Accounts Payable	VAIL, ALAN & JANET	\$1,000.00		
56494	07/19/2012	Open			Accounts Payable	VERIZON WIRELESS	\$75.68		
56495	07/19/2012	Open			Accounts Payable	VERIZON WIRELESS	\$241.45		

# CASH DISBURSEMENTS REPORT

From Payment Date: 6/21/2012 - To Payment Date: 7/20/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
56496	07/19/2012	Open			Accounts Payable	VERIZON WIRELESS	\$305.56		
56497	07/19/2012	Open			Accounts Payable	VESELY, JEFFREY	\$650.00		
56498	07/19/2012	Open			Accounts Payable	Vigilant Canine Services	\$175.00		
56499	07/19/2012	Open			Accounts Payable	VILLAGE PRINTER, INC.	\$171.92		
56500	07/19/2012	Open			Accounts Payable	WILKINSON, TIMOTHY & VIVIAN	\$13,300.00		
56501	07/19/2012	Open			Accounts Payable	WITHAM, CLIFFORD & TAMMY	\$1,000.00		
56502	07/19/2012	Open			Accounts Payable	WITTMER AUTO CENTER	\$78.66		
56503	07/19/2012	Open			Accounts Payable	YOUTH FOR CHANGE	\$2,557.47		
56504	07/19/2012	Open			Accounts Payable	ZOLL DATA SYSTEMS, INC.	\$97.88		
56505	07/19/2012	Open			Accounts Payable	Zuccolillo, Michael	\$144.73		
56506	07/19/2012	Open			Accounts Payable	DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL	\$200.00		
56507	07/20/2012	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$1,337.55		
56508	07/20/2012	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$1,098.45		
Type Check Totals:							\$342,156.28	\$25,081.61	\$0.00
Type EFT Totals:							\$151,091.51		

AP - Wells Fargo AP Checking Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
Open		164	\$255,768.17	\$0.00
Reconciled		11	\$25,081.61	\$25,081.61
Voided		4	\$61,306.50	\$0.00
Stopped		0	\$0.00	\$0.00
<b>Total</b>		<b>179</b>	<b>\$342,156.28</b>	<b>\$25,081.61</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
Open		7	\$145,429.88	\$0.00
Reconciled		0	\$0.00	\$0.00
Voided		3	\$5,661.63	\$0.00
<b>Total</b>		<b>10</b>	<b>\$151,091.51</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
Open		171	\$401,198.05	\$0.00
Reconciled		11	\$25,081.61	\$25,081.61
Voided		7	\$66,968.13	\$0.00
Stopped		0	\$0.00	\$0.00

# CASH DISBURSEMENTS REPORT

From Payment Date: 6/21/2012 - To Payment Date: 7/20/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
<b>Grand Totals:</b>					Total	189	\$493,247.79	\$25,081.61	
				<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	164	\$255,768.17	\$0.00	
					Reconciled	11	\$25,081.61	\$25,081.61	
					Voided	4	\$61,306.50	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>179</b>	<b>\$342,156.28</b>	<b>\$25,081.61</b>	
				<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	7	\$145,429.88	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	3	\$5,661.63	\$0.00	
					<b>Total</b>	<b>10</b>	<b>\$151,091.51</b>	<b>\$0.00</b>	
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	171	\$401,198.05	\$0.00	
					Reconciled	11	\$25,081.61	\$25,081.61	
					Voided	7	\$66,968.13	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>189</b>	<b>\$493,247.79</b>	<b>\$25,081.61</b>	



**Town of Paradise  
Council Agenda Summary  
Date: August 7, 2012**

**Agenda Item: 3c**

**Originated by:** Joanna Gutierrez, Town Clerk

**Reviewed by:** Gina Will, Finance Director  
Dwight Moore, Town Attorney  
Charles L. Rough, Jr., Town Manager  
Lauren Gill, Assistant Town Manager

**Subject:** Adopt and Ordinance to Effect a Date Change for Regular Meeting Date for Town Council Regular Meetings from 1<sup>st</sup> Tuesday to 2<sup>nd</sup> Tuesday of each month

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**Council Action Requested:** (1) Waive second reading of entire Ordinance No. 525 and approve reading by title only; and, (2) Adopt Ordinance No. 525, An Ordinance Amending Section 2.08.010 of the Paradise Municipal Code Relating to Regular Meeting Date for the Paradise Town Council. If adopted the regular meeting date for Town Council would change from the 1<sup>st</sup> Tuesday to the 2<sup>nd</sup> Tuesday of each month commencing October 9, 2012.

**Alternatives:** Consider alternative direction to staff.

**Background:** At the July 10, 2012 meeting, Council introduced an ordinance to amend the Paradise Municipal Code to change the regular meeting date for Town Council Meetings from the 1<sup>st</sup> Tuesday to the 2<sup>nd</sup> Tuesday of the month.

**Discussion:** In order that a meeting date change may take place, Council must introduce and adopt an ordinance directing amendment to the Paradise Municipal Code. If adopted the ordinance will become effective on September 6, 2012, thirty days from the date of its adoption, and the meetings for the remainder of the fiscal year will be scheduled for 6:00 pm on the following dates:

October 9, 2012;  
November 13, 2012; and,  
December 11, 2012

The first meeting in 2013 will be scheduled for January 8<sup>th</sup> and for the 2<sup>nd</sup> Tuesday of each month thereafter.

**Conclusion:** If the Council chooses to change the date of the regular meeting, then it is necessary to follow the ordinance process to amend the Paradise Municipal Code.

**Fiscal Impact Analysis:** If adopted, the ordinance will be published one time as a legal notice. Cost will be approximately \$95 per page of text, \$6.50 per column inch.

**ORDINANCE NO. 525**

**AN ORDINANCE AMENDING SECTION 2.08.010 OF THE PARADISE MUNICIPAL CODE RELATED TO PARADISE TOWN COUNCIL MEETINGS**

**THE TOWN COUNCIL OF THE TOWN OF PARADISE, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** Chapter 2.08, Section 2.08.010 of the Paradise Municipal Code is amended to read in its entirety as follows:

**Regular Meetings.** The Town Council shall hold one regular meeting at 5555 Skyway, Paradise, California, on the second Tuesday of every month beginning at six p.m. When the day for any regular meeting of the Council falls on a legal holiday, the meeting shall not be held on such holiday, but shall be held at the same hour and place on the next succeeding day thereafter which is not a holiday. Regular meetings shall be held and notice given according with Government Code Section 54954.

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

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this \_\_\_\_day of \_\_\_\_\_, 2012 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

\_\_\_\_\_  
Steve "Woody" Culleton, Mayor

Attest:

\_\_\_\_\_  
Joanna Gutierrez, CMC, Town Clerk

Approved as to form:

\_\_\_\_\_  
DWIGHT L. MOORE, Town Attorney



**Town of Paradise  
Council Agenda Summary  
Date: August 2, 2012**

**Agenda Item: 3d**

**Originated by:** Paul T. Derr, Public Works Manager  
Lauren Gill, Assistant Town Manager  
**Reviewed by:** Charles L. Rough, Jr., Town Manager  
**Subject:** Allow the Development Services staff to Advertise for 2012  
Thermoplastic Pavement Markings Replacement Project.

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**Council Action Requested:**

1. Approve the Plans, Specifications and Estimates for the 2012 Thermoplastic Pavement Markings Replacement Project; AND
2. Authorize the Public Works Manager to advertise this project; OR
3. Provide alternative direction to staff.

**Background:**

There are a number of locations throughout the Town where pavement markings, pedestrian crosswalks and legends have been erased because of tire abrasion. Many of these areas are at locations where there is a need for high visibility markings. 2005 was the last time thermoplastic marking replacement was done. In recent years, Public Works staff has replaced many of the markings using paint instead of thermoplastic. Paint does not have the longevity that the Thermoplastic provides. Paint typically lasts a couple of years but thermoplastic can last twice that long. Thermoplastic is now used on all improvement projects and has proven to be a time saving element in terms of future replacement needs.

This project is in the Public Works budget under Maintenance Projects; whereas in previous years, it was accomplished as a Capitol Improvement Project.

**Discussion:**

Public Works Staff has reviewed the condition of the markings throughout Town and found that most of the areas of major concern will be addressed with this project. Areas on Skyway, Clark Road, Pentz, Sawmill, Almond, Foster and North Libby will be marked with thermoplastic. The Trailway, at the roadway crossings, is also being considered as an area to place thermoplastic.

**Conclusion:**

Staff recommends that Town Council approve the Plans, Specifications and Estimates package and authorize the Public Works Manager to advertise the 2012 Thermoplastic

Pavement Markings Replacement project for bid.

**Fiscal Impact Analysis:**

A "Road Markings/Legends" Project was approved in the 2011/2012 Budget under Public Works Maintenance Projects but was not addressed until later in that budget year. The funding being moved forward to the 2012/2013 will allow the project to be constructed. The estimated construction cost for this project is estimated at \$70,000. Funding for this will come from gas tax funds. After bids are received and the costs for construction are known, adjustments to the budget can be made at the time of contract award.



**TOWN OF PARADISE**  
**CONTRACT DOCUMENTS FOR THE 2012**  
**THERMOPLASTIC PAVEMENT MARKINGS**  
**REPLACEMENT PROJECT**

**BID OPENING DATE: AUGUST 23, 2012**  
**ACCOUNT NUMBER:**  
**2120-45-4755-473**



PREPARED BY OR UNDER THE SUPERVISION OF:

PAUL T. DERR, PUBLIC WORKS MANAGER  
TOWN OF PARADISE PUBLIC WORKS DEPARTMENT  
5555 SKYWAY  
PARADISE, CA 95969  
PHONE: (530) 872-6291  
FAX (530) 877-5059

DOCUMENT NO. \_\_\_\_\_



**TOWN OF PARADISE  
DEPARTMENT OF PUBLIC WORKS**

**2012 THERMOPLASTIC PAVEMENT  
MARKINGS REPLACEMENT PROJECT  
2120-45-4755-473**

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**TOWN OF PARADISE  
PUBLIC WORKS DEPARTMENT  
PARADISE, CA 95969**

**ADVERTISEMENT FOR BIDS**

**2012 THERMOPLASTIC PAVEMENT MARKINGS REPLACEMENT PROJECT**

The Town of Paradise invites separate sealed bids for a public works project relating to 2012 Thermoplastic Pavement Markings Replacement Project. This Public Works project involves thermoplastic replacement of street crosswalk markings, turn arrows and various street legends.

Bids will be received at the office of the Town Clerk, 5555 Skyway, Paradise, California, until **2:00 p.m. local time, Thursday, August 23, 2012** at which time they will be publicly opened and read aloud.

Copies of the Contract Documents, excluding General Provisions and Standard Technical Specifications, may be obtained at the Office of the Town Clerk upon request, for a non-refundable fee of \$5.00. An additional fee of \$5.00 will be charged for mailing of documents.

Copies of the referenced Standard Specifications issued by the State of California, Department of Transportation, may be obtained from the State of California, Department of Transportation, Publications Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA. 95819.

Pursuant to Sections 1770 to 1781 of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages to persons working on the project, as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are available online at [www.dir.ca.gov](http://www.dir.ca.gov).

The holidays upon which the holiday wage rate shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of workman employed on the project.

The Town of Paradise encourages the submission of bids and sub-bids by minority-owned and women-owned business enterprises.

The attention of bidders is particularly directed to the provisions of Section 8-1.02 of the Standard Specifications regarding assignment of the contract.

Each bid shall be made in accordance with these Contract Documents, and no bid will be accepted by the Town unless it is made on the Bid forms included in these Contract Documents. Each bid must be accompanied by cash, certified or cashier's check or Bidder's Bond made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total amount of the bid as a guarantee that the Contractor will execute the Contract in conformance with his, her or its bid and the specifications. Such guarantee shall be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

The Contractor shall possess a California Class A license or a combination of classes required by the categories and types of work included in this contract at the time the contract is awarded.

The Town reserves the right to reject any and all bids, to waive any non-material defect in any bid and to determine which bid, in the judgment of the Town, is the lowest responsive bid and to make that award which is in the best interest of the Town.

Dated: August 8, 2012

Paul T. Derr  
Public Works Manager

Publish: August 11, 2102  
August 18, 2012.



## **INSTRUCTIONS TO BIDDERS**

### **A. BID FORMAT**

Each bid must be submitted in a sealed envelope, addressed to the Town of Paradise, Office of the Town Clerk, 5555 Skyway, Paradise, CA 95969-4931, where bids will be received by the Town as stated in the Advertisement for Bids. Each sealed envelope containing a Bid must be plainly marked on the outside as **2012 THERMOPLASTIC PAVEMENT MARKINGS REPLACEMENT PROJECT** and the envelope should bear on the outside the name of the Bidder and his, her or its address.

All bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Any corrections to entries made on Bid forms must be initialed by the person signing the Bid. In case of discrepancy between words and figures, words will prevail. Only one copy of the Bid form is required. The Bid form, the Bid Guarantee, and the List of Subcontractors and the Experience Statement must be included to constitute a complete Bid. Other Contract Documents do not need to be included with the Bid.

The Town of Paradise may waive any non-material defects or reject any and all Bids. Any bid may be withdrawn either personally or by telegraphic or written request prior to the above scheduled time for the opening of bids or authorized postponement thereof. Modifications to bids already submitted will be allowed if received in writing or by telegram prior to the time fixed in the Advertisement of Bids for opening of bids. Any bid received after the time and date specified shall not be accepted or considered. No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.

### **B. BIDDERS' UNDERSTANDING**

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Contract Documents. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder of any obligation in respect to his, her or its bids.

The Contract Documents contain the conditions of the agreement and the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Town or any other person or source shall not affect the risks or obligations assumed by the contractor or relieve it, him or her from fulfilling any of the conditions of the Contract Documents.

### **C. BID GUARANTEE**

Each bid must be accompanied by a bid Guarantee, consisting of either cash, a bid bond payable to the Owner, or a certified check in the name of the Town. The bid Guarantee shall be in the amount of ten percent (10%) of the total amount of the bid. As soon as the Bid prices have been compared, the Town will return the bid Guarantee of all except the six lowest responsible Bidders. When the agreement is executed, the bid Guarantees will be returned. Unless specifically requested by Bidders, Bid Bonds will not be returned, but will be considered void when bid Guarantees would have otherwise been returned. A Bidder's Bond will be

accepted only if it is made out on either the Bidder's bond form enclosed with these Contract Documents or on a form that conforms to it.

A payment bond, performance bond and insurance, each in the amount of 100% of the total contract amount or as stipulated in the General Provisions, will be required for this Contract.

Attorneys-in-fact who sign bid bonds, payment bonds or performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

#### **D. AWARD OF CONTRACT**

The Bidder to whom the Contract is awarded will be required to execute the Agreement and obtain the performance bond, payment bond and insurance certificates as specified in the Contract Documents within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Contract and bond forms. In case of failure of the Bidder to execute the Contract, the Town may, at its option, consider the Bidder in default, in which case the Bid Guarantee accompanying the Bid shall become the property of the Town.

The Town, within ten (10) calendar days of receipt of an acceptable Performance Bond, Payment Bond, Agreement signed by the party to whom the Contract was awarded, and insurance certificates naming the Town, its employees and officials as additional insured, shall sign the Contract and return to such party an executed duplicate of the Contract. Should the Town not execute the Contract within such period, the Bidder may by written notice withdraw his, her or its signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

The Notice to Proceed shall be issued within ten (10) calendar days after the execution of the Contract by the Town. Should there be reasons, through no fault of the Contractor, why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Town and Contractor. If, through no fault of the Contractor, the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

The Town may make such investigations as it deems reasonably necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

Award will be made to the lowest responsible Bidder submitting an acceptable bid.

If, at the time the Contract is to be awarded, the total of the lowest responsible bid exceeds the funds then estimated by the Town as available, the Town may reject all bids or take such other action as best serves the Town's interests. In any case, the Town reserves the right to reject all bids.



**E. LICENSING REQUIREMENTS FOR BIDDERS/CONTRACTORS**

All bidders, including general contractors and specialty contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents.

**F. TAXES AND OTHER FEES**

The prices submitted in the bid shall include all sales taxes, other taxes, and applicable fees.

**G. LIST OF SUBCONTRACTORS**

As stipulated in Section 2-1.054 of the Standard Specifications, each Bidder shall submit with his, her or its Bid a list showing the name, address, and type of work to be performed by each subcontractor whom will be employed by the Contractor. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Bidder agrees to perform that portion of the work itself, himself or herself.

**H. ADDENDA AND EXPLANATIONS TO BIDDERS**

Any explanation regarding the meaning or interpretation of Plans, Specifications, or other Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations shall be made in the form of Addenda to the Documents and shall be furnished to all Bidders, who shall acknowledge receipt of all Addenda in their Bids. Oral explanations and interpretations shall not be binding.

## **BID TO THE TOWN OF PARADISE**

**FOR: 2012 THERMOPLASTIC PAVEMENT MARKINGS REPLACEMENT PROJECT**

**NAME OF BIDDER:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**PLACE OF RESIDENCE:** \_\_\_\_\_

**To the Town of Paradise:**

The work to be done and referred to herein is in the Town of Paradise, State of California, and shall be constructed in accordance with the general and special provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto and also in accordance with the Standard Plans dated July 2010, the Standard Specifications dated July 2010, the "Labor Surcharge and Equipment Rental Rates" (web site: [www.dot.ca.gov/hq/contrac/equipmnt.html](http://www.dot.ca.gov/hq/contrac/equipmnt.html)) in effect on the date the work is accomplished, and the "General Prevailing Wage Rates" (web site: [www.dir.ca.gov/dlsr/PWD](http://www.dir.ca.gov/dlsr/PWD) or phone: (415) 703-4774), on file at the office of the Town Engineer, set by the California Department of Industrial Labor Relations, in effect on the date the work is advertised.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation and in submitting this bid, the undersigned bidder agrees that if it is determined that he is the successful bidder, that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and plans herein referred to; and he proposes and agrees if this bid is accepted, that he will contract with the Town of Paradise in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore an amount based on the unit prices specified herein below for the items of work, the total value of said work as estimated herein being \_\_\_\_\_ (insert total) Dollars (\$ \_\_\_\_\_), and the following unit prices bid, to wit:

Bidder acknowledges the receipt of the following Addenda:

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

See Page(s) following



Bids are required for the entire project. The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the unit price bid on the basis of the estimated quantity set forth for the item.

In case of a discrepancy between the unit price and the total set forth for the item, the unit price shall prevail provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause or is omitted, or, in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to the lump sum items, the amount set forth in the "Total" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

If this bid shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sum to be determined as aforesaid, with surety satisfactory to the Town of Paradise, within ten (10) calendar days, after the bidder has received notice from the Town Engineer that the contract has been awarded, the Town of Paradise may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the Town of Paradise.

Accompanying this bid is:

- Cash \$ \_\_\_\_\_
- Cashier's Check,
- Certified check,
- Bidder's bond in the amount equal to at least ten percent (10%) of the total bid.

The names of all persons interested in the foregoing bids as principals are as follows:

**IMPORTANT NOTICE:** If the bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners comprising firm; if the bidder or other interested person is an individual, state first and last name in full.

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Licensed in accordance with the provisions of Chapter 791, Statutes of 1929, State of California, as amended, providing for the registration of contractors, License No. \_\_\_\_\_,

The undersigned hereby certify and declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_ **Company Name**  
\_\_\_\_\_ **Company Mailing Address**  
\_\_\_\_\_ **City/State/Zip**    **Phone Number** \_\_\_\_\_  
\_\_\_\_\_ **Signature**  
\_\_\_\_\_ **Name (Typed or Printed)**  
\_\_\_\_\_ **Place of Residence**  
\_\_\_\_\_ **Date**

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his, her or its signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

**2012 THERMOPLASTIC PAVEMENT MARKINGS  
REPLACEMENT PROJECT**

**LIST OF SUBCONTRACTORS**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

Items of work to be performed: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

Items of work to be performed: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

Items of work to be performed: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

Items of work to be performed: \_\_\_\_\_

Note: Attention is directed to Section 8-1.01, Subcontracting, of the Standard Specifications.

**BIDDER'S BOND  
TOWN OF PARADISE**

KNOW ALL PERSONS BY THESE PRESENTS,

That we \_\_\_\_\_ as CONTRACTOR, and \_\_\_\_\_ as SURETY, are held and firmly bound unto the Town of Paradise, hereinafter called the Town, in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF**

**THE BID** of the principal above named, submitted by said Principal to the Town of Paradise, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \_\_\_\_\_ Dollars(\$\_\_\_\_\_).

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That whereas the Principal has submitted the above-mentioned bid to the Town of Paradise for certain construction specifically described as follows, for which bids are to be opened at Paradise, California on **August 23, 2012, at 2:00 p.m.** for the **2012 THERMOPLASIC PAVEMENT MARKINGS REPLACEMENT PROJECT.**

**NOW THEREFORE**, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorney's fees to be fixed by the court.

**IN WITNESS WHEREOF**, We have hereunder set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_ (SEAL) \_\_\_\_\_

\_\_\_\_\_ (SEAL) \_\_\_\_\_

\_\_\_\_\_ (SEAL) \_\_\_\_\_

Surety

Principal: \_\_\_\_\_

Address: \_\_\_\_\_

**Contractor's License Declaration**

**(Business and Professions Code Section 7028.15)**

The undersigned declares that it, he or she is \_\_\_\_\_ (party making foregoing bid) of \_\_\_\_\_ (hereinafter the "Bidder").

1. Bidder's Contractor's License Number is as follows: \_\_\_\_\_.
2. The expiration date of Bidder's contractor's License is: \_\_\_\_\_ 20\_\_\_\_.
3. Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows.

"A licensed contractor shall not submit a bid to a public agency unless his, her or its contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations therein are made under penalty of perjury. Any bid not containing this information or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

**The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid are true and correct.**

Executed on \_\_\_\_\_, 2012 at \_\_\_\_\_ (insert city and state where declaration signed).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Bidder/Company



## **EXPERIENCE STATEMENT**

Set forth all comparable jobs awarded and completed by Bidder within the last five (5) years, together with the name and telephone number of the person or entity awarding the contract.

Contractor shall be duly licensed by the State of California to perform the work included. (Attachments accepted)

**TOWN OF PARADISE, CALIFORNIA  
CONTRACT  
FOR THE  
2012 THERMOPLASTIC PAVEMENT MARKINGS REPLACEMENT PROJECT**

**THIS CONTRACT** is entered into this \_\_\_ day of \_\_\_\_\_, 2012 between the **Town of Paradise**, (hereinafter called "Town"), and \_\_\_\_\_ (herein after called the "Contractor").

WHEREAS, Contractor has been awarded the Contract for the work relating to the **2012 Thermoplastic Pavement Markings Replacement Project**.

The parties hereto mutually agree as to the terms and conditions herein set forth:

**1. STATEMENT OF WORK:**

Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for the Construction of the 2012 Thermoplastic Pavement Markings Replacement Project, located in Paradise, California.

**2. CONTRACT DOCUMENTS:**

This instrument, together with the other documents listed below, which said other documents shall be as binding upon the parties hereto as if they were fully set forth herein, shall form the Contract. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents. The Contract Documents, sometimes also referred to as "the Contract," consist of the following:

- a. Advertisement for Bids
- b. Vicinity Map
- c. Instructions to Bidders
- d. Bid submitted by Contractor
- e. Experience Statement
- f. Subcontractor List
- g. Bid Bond
- h. Labor and Materials Bond
- i. Performance Bond
- j. Contract
- k. General Provisions
- l. Special Provisions
- m. Technical Provisions
- n. Drawings, Specifications and Standard plans and Standard specifications
- o. Addendum No. \_\_\_\_\_ dated \_\_\_\_\_.

**3. SCOPE OF CONTRACT:**

Contractor agrees to undertake and complete all obligations under the Contract Documents relating to **2012 Thermoplastic Pavement Markings Replacement Project** and in the manner designated in, and in strict conformity with, the Contract Documents.

**4. CONTRACT AMOUNT:**

Town agrees to pay and Contractor agrees to accept, in full payment for the above work, subject to additions and deductions as provided in the Contract Documents, the amount of \$\_\_\_\_\_, which amount includes all applicable fees and taxes, and which amount is hereinafter referred to as the "Contract Amount."

**5. LEGAL WORK DAY:**

Eight (8) hours labor constitutes a legal day's work performed pursuant to this Contract. Contractor shall forfeit as a penalty to the Town TWENTY-FIVE DOLLARS (\$25.00) for each workman employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of Division 2, Part 7, Chapter 1, Article 3, of the

Labor Code (Labor Code Section 1810-1815). Notwithstanding the foregoing provisions of this Section, work performed by employees of Contractors and of subcontractors in excess of eight hours per day and forty hours in any one week shall be permitted upon compensation for all hours worked in excess of eight hours a day and at not less than one and one-half times the basic rate of pay.

**6. WORKERS' COMPENSATION:**

In accordance with the provisions of 3700 of the Labor Code, every Contractor will obtain worker's compensation insurance covering the Contractor's employees and to furnish a certificate to the Town showing such coverage before commencement of the work.

**7. LABOR LAW REQUIREMENTS:**

The Contractor shall comply with the labor law requirements set forth in Attachment "A".

**8. INSURANCE:**

The Contractor shall provide to Town a certificate of insurance for Commercial General Liability Insurance and Worker's Compensation Insurance in the form and amounts shown in the specifications. Such insurance shall name Town as an additional insured and shall not be canceled without a 30-day written notice to the Town.

**9. TIME OF COMMENCEMENT AND COMPLETION:**

The work to be performed under this Contract shall be commenced no later than ten (10) calendar days after the date of written "Notice to Proceed" from the Town to start and diligently and continuously prosecute to final completion. In no event shall Contractor fail to complete the work any later than **thirty (30) calendar days after the date of written Notice to Proceed.**

**10. NONASSIGNMENT:**

Contractor shall not assign this Contract to any other party without the prior written consent of the Town.

**11. DISPUTES:**

Disputes between the Town and Contractor of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104 et. seq., as set forth in Attachment "B".

**12. INDEMNIFICATION:**

Contractor shall hold harmless, indemnify and defend Town its officers, officials, employees, agents and volunteers from and against any liability, claims loss, damages and costs, including attorney's fees and court costs of every nature resulting from or in connection with Contractor's work under this Contract, except for damages caused solely by the Town's negligence.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**TOWN OF PARADISE**

**CONTRACTOR**

By: \_\_\_\_\_  
Town Manager

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
Town Attorney

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
Contractor's I.D. or SSN

**LABOR AND MATERIAL BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, herein called CONTRACTOR, and \_\_\_\_\_, SURETY, are held and firmly bound unto TOWN COUNCIL/TOWN OF PARADISE, hereinafter called OBLIGEE, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment whereof said Contractor and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that whereas, the above bounden Contractor has entered into a contract DATED \_\_\_\_\_, with the Obligee to do and perform the following work, to wit: **2012 THERMOPLASTIC PAVEMENT MARKINGS REPLACEMENT PROJECT.**

**NOW, THEREFORE,** if the above-bounden Contractor or his, her or its subcontractors fail to pay any of the persons named in Section 3181n of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to such work and labor, Surety will pay for the same, in an amount not exceeding the amount specified in this bond, and also, in case suit is brought upon this bond, any reasonable attorney's fee to be fixed by the court.

That it is agreed that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specification accompanying the same shall in any way effect the obligations of Surety on this bond, and the Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

**ATTEST:**

\_\_\_\_\_  
**PRINCIPAL**

\_\_\_\_\_  
**SURETY**

\_\_\_\_\_

\_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PERFORMANCE BOND

BY THIS AGREEMENT, \_\_\_\_\_, hereinafter called CONTRACTOR, AND \_\_\_\_\_, as Surety, hereinafter called SURETY, are held and firmly bound to THE TOWN OF PARADISE, as Obligee, herein called OWNER, in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which Contractor and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigned, jointly and severally. The premium charged for this bond is \_\_\_\_\_ (\$\_\_\_\_\_) dollars for the term hereof. The condition of this bond is such that, if Contractor shall faithfully perform the terms and provisions of that certain written agreement between Contractor and Owner, dated \_\_\_\_\_ for the **2012 THERMOPLASTIC PAVEMENT MARKINGS REPLACEMENT PROJECT**, a copy of which is attached and made a part hereof, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Whenever Contractor shall be in default under the above-mentioned Contract, Surety may promptly remedy the default, or shall promptly complete the contract in accordance with its terms and conditions, or obtain a bid or bids for submission to Owner for completing the contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding including other costs and damages for which

Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less any amount properly paid by Owner to Contractor. No suit shall commence after two (2) years from the date fixed.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner, except a right of action that may be given by the mechanic's lien laws to persons furnishing labor or materials in connection with the work of improvement under the above-mentioned contract.

**ATTEST:**

\_\_\_\_\_  
**PRINCIPAL**

\_\_\_\_\_  
**SURETY**

\_\_\_\_\_

\_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## GENERAL PROVISIONS

The General Provisions of this construction Contract shall be by reference the General Provisions contained in the Standard Specifications of the State of California, Department of Transportation, Business and Transportation Agency, dated July 2010.

STANDARD SPECIFICATIONS: Standard Specifications shall mean the Standard Specifications of the State of California, Department of Transportation dated July 2010.

In case of conflict between the Standard Specifications and these general and special provisions, the general and special provisions shall take precedence over and be used in lieu of such conflicting portions.

Whenever in the Standard Specifications, or in any documents or instruments where these specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

STATE: The Town of Paradise

PUBLIC WORKS BUILDING: Town Hall, 5555 Skyway, Paradise, CA.

DEPARTMENT OF PUBLIC WORKS: The Town of Paradise.

DEPARTMENT OF TRANSPORTATION: The Town of Paradise.

DIRECTOR OF PUBLIC WORKS: The Town Engineer of the Town of Paradise.

STATE HIGHWAY ENGINEER: The Town Engineer of the Town of Paradise.

ENGINEER: Engineer shall mean the Town Engineer of the Town of Paradise or its authorized agent acting within the scope of its authority who shall act as the representative of the Town during the term of the contract.

LABORATORY: The established laboratory of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

Reference is made to Section 1 of the Standard Specifications for other pertinent definitions.

Where other reference specifications such as those of ASTM, AASHTO, etc., have been referred to, the applicable portion of such specification shall become a part of these Contract Documents.

## SPECIAL PROVISIONS

### 1-1 DESCRIPTION OF PROJECT

The work to be done and referred to herein is the **2012 THERMOPLASTIC PAVEMENT MARKINGS REPLACEMENT PROJECT**, in the Town of Paradise, Butte County, State of California, in general as follows:

1. **Replacement of existing thermoplastic crosswalks, stop bars, legends, turn arrows, and other pavement markings in the Town of Paradise.**

### 1-2 OWNER, AGENCY, STATE, CITY OR BOARD

Whenever the term "Owner," "Agency," "State," "City" or "Board" is used in these Contract Documents, it shall be understood to mean the Town of Paradise.

### 1-3 DEFINITIONS AND TERMINOLOGY

Whenever the term "Engineer" appears, it shall be understood to mean the Town of Paradise. The construction inspection will be performed by the Town of Paradise staff, or designated representative.

### 1-4 LOCATION OF WORK

The location is in the Town of Paradise as shown on the vicinity map attached to these specifications.

### 1-5 CONTRACT DOCUMENTS FURNISHED TO CONTRACTOR

The Engineer will furnish to the Contractor, upon request and free of charge, three copies of Contract Documents. Additional copies of Contract Documents or Plans may be obtained upon request by paying appropriate costs for reproduction.

### 1-6 TIME OF COMPLETION AND ORDER OF WORK

The time of completion shall be specified in **calendar** days.

All work as set forth in these Contract Documents shall be diligently prosecuted and completed by Contractor within **30 calendar days** from the date of issuance of the Notice to Proceed.

Unusual weather conditions, if determined by the Engineer to be of a severity that would stop the normal progress of work that could normally be accomplished in that time period, may be considered as cause for an extension of Contract completion time.

### 1-7 PROGRESS SCHEDULE

The Contractor shall submit a progress schedule to show the time proposed for prosecution of the major divisions of work and his, her or its proposed sequence of operations.

### 1-8 LIQUIDATED DAMAGES

See section 8-1.07 of the Standard Specifications.

It is agreed by the parties to the contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in these Special Provisions, damage will be sustained by the Town of Paradise, and that it is and will be difficult and impossible to ascertain and determine the actual damage which the Town will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay the Town the sum of

Two Hundred Fifty Dollars (\$250) per day for each and every calender day's delay in finishing the work in excess of the number of calender days prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the Town of Paradise may deduct the amount thereof from any money due or that may become due Contractor under this Contract.

1-9 GUARANTEE

The Contractor hereby agrees to make, at his, her or its own expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this contract, which become evident within one year after the date of final acceptance of the work. The Contractor further assumes responsibility for a similar one-year guarantee for all work and materials provided by the subcontractors or manufacturers. The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor fails to make the repair and replacements promptly, the Owner may do the work, and the Contractor and his, her or its Surety shall be liable for the cost thereof.

1-10 SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, drainage courses, or similar physical conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters that can in any way affect the work or the cost thereof under this Contract.

The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, review of information made available to him by the Owner, as well as from information presented by the Plans and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

1-11 LIABILITY INSURANCE AND WORKMEN'S COMPENSATION INSURANCE

The Contractor, in advance of performing any work under the agreement between the Town and the Contractor, shall, at no expense to the Town:

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

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for all risks of loss.

Contractor shall maintain limits no less than:

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



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

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

1. The Town, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

Course of construction policies shall contain the following provisions:

1. The Town shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the Town.

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### 1-12 INDEMNITY

The Contractor shall defend, hold harmless and indemnify the Town and its officers, agents, and employees, from and against all claims (including but not limited to claims of Contractor's agents and employees), liability, losses, damages, and expenses including court costs and attorney's fees arising from the performance of the work under this Agreement, except those losses and damages found to be caused solely by the party indemnified hereunder.

#### 1-13 SAFETY

Refer to State Specifications 7-1.09 Public Safety.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, County, and Local laws and provisions

The work site shall be maintained in a safe and secure condition. All work shall be accomplished in accordance with CAL-OSHA regulations and requirements.

The Contractor shall maintain at his, her or its office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to the site, giving full details and statements of witnesses.

#### 1-14 CONSTRUCTION LIMITS

The Contractor shall confine his, her or its operations to designated property, road rights-of-way, and existing easements as designated on the Plans.

#### 1-15 PRE-CONSTRUCTION CONFERENCE

The Contractor shall attend a pre-construction conference which will be held by the Engineer prior to the start of construction.

#### 1-16 CONSTRUCTION WATER

The Contractor can obtain water for construction by making arrangements with Paradise Irrigation Company (530) 877-4971.

#### 1-17 PROJECT SITE MAINTENANCE

The Contractor shall maintain a clean and dust controlled work site to minimize the impact of the work on the adjacent properties. Contractor shall also comply with any applicable State or County requirements regarding dust control.

#### 1-18 VANDALISM

Additional security measures required to protect against vandalism will be included in the respective individual items and no additional compensation will be allowed.

#### 1-19 CONSTRUCTION SURVEYING

None required for this project.

#### 1-20 PERMITS

All necessary local permits for construction of this project will be obtained by the owner.

#### 1-21 SUSPENSION OF WORK

Refer to 8-1.05 of the Standard Specifications.

#### 1-22 COMPETENT WORKERS

The Engineer has the authority to determine if workmen are incompetent or otherwise unsuitable per this section, and the Contractor shall remove any such worker upon written request by the Engineer.

#### 1-23 WORKING HOURS

Work on Saturdays, Sundays, or Holidays will not be allowed, unless approved in advance by the Engineer and the Contractor is willing to pay the fully burdened rate for the Town Construction Inspector costs. The Contractor shall decide the working hours for the project, except that no work will be permitted except during daylight hours which involves any disturbance to the adjacent neighborhood. The Contractor shall notify the Engineer in writing of his, her or its work schedule including hours to be worked and days off. The Contractor's representative shall be available at the work site during the hours indicated in the work schedule. The work schedule will be used by the Engineer to schedule construction observation personnel. No work shall be permitted outside the hours and days indicated by the schedule unless otherwise approved by the Engineer.

#### 1-24 LABOR CODE REQUIREMENTS

The Contractor shall agree through the contract to comply with the provisions of the California Labor Code. For the purpose of this project, eight hours shall constitute a legal day's work.

The Contractor's attention is directed to section 1815 of the labor code regarding overtime pay and the requirement that a \$25 penalty will be levied for each workman for each calendar day during which the overtime pay provision is not met. The Contractor's attention is also directed to the requirements for travel and subsistence payments to all workmen needed to execute the Contract.

Subject to the limitations stated in said section, the Contractor shall comply with the apprenticeship provisions of Section 1777.5 of the Labor Code, including the training and hiring of apprentices.

#### 1-25 MEASUREMENT AND PAYMENT

The prices bid in the Bid shall be full compensation to the Contractor for furnishing all labor, equipment, supplies, materials (including taxes), tools, transportation, supervision, testing, overhead, profit, and any other related cost items necessary to perform all the work required in these Contract Documents. Items of work required herein but not specifically listed in the Bid shall be deemed within the scope of work of the most applicable item in the Bid. Specific limits of work may be established in the Plans and technical specifications for some of the work items.

Except for lump sum items, payment will be based on actual quantities installed and measured upon completion of the job.

Reference is made to Section 9 of the Standard Specifications and the following provisions:

(1) The Town may withhold from any estimate due the Contractor a sum sufficient to protect the Town from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of contractor to make payments properly to subcontractors or for material or labor, (d) a reasonable doubt that the contract can be completed for the balance then unpaid, or (e) damage to another Contractor on the project, which amounts withheld will be paid upon removal of grounds for withholding payment.

(2) Progress payments No progress payment shall be made unless otherwise determined by the Engineer due to delays uncontrollable by the Contractor. Five percent (5%) shall be retained from each progress payment until final payment.

(3) Final Payment. Upon satisfactory completion of the work, the Engineer shall prepare a final estimate and shall recommend acceptance of the work to the Town Council at its next regular scheduled meeting. Upon acceptance of the completed work by the Town Council, the Town shall cause to be filed and recorded in the records of the County Recorder a Notice of Completion and will authorize payment of the contract amount less a five percent (5%) retention to be held during the Mechanics Lien Period. **THIRTY-FIVE (35)** days after the recording of the Notice of Completion, the Contractor shall be entitled to the balance due for the completion and acceptance of the work, provided that all claims for labor and materials have been paid, and that no claim shall have been filed with the Town based upon acts or omissions of the Contractor and that no liens or withhold notices shall have been filed against said work or the property on which the work was done.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefore.

ALTERNATE TO RETENTION HELD BY TOWN (see Section 9-1.065 of the Standard Specifications). Upon the Contractor's request, pursuant to Public Contracting Code Section 10263, the Town of Paradise will make payment of funds withheld from progress payments to ensure performance of the contract if the contractor deposits in escrow with the Town of Paradise securities equivalent to the amount withheld. The Contractor shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Such Securities, if deposited by the Contractor, shall be valued by the Town of Paradise's Finance Director, whose decision on valuation of the securities and or acceptance thereof shall be final.

1-26                    WILDLAND FIRE AREA

The Contractor is advised that the Town of Paradise is in a Wildland Fire Area and during the summer months the fire hazard is EXTREME. Fire safe conduct by the contractor and his, her or its employees is to be observed at all times. Fire extinguishers or other approved fire suppressants are to be available at all times while contract operations are underway.

At any time during the progress of this contract it may be necessary to shut down operations due to Emergency Operations by the Town in response to a Wildland fire. If a shut down should occur during the Contractor's normal operations, compensation shall be paid to the contractor as specified under Section 8-1.09, Right of Way Delays of the Standard Specifications.

The measurement and payment items are as follows:

Bid Item: 1; FURNISH AND INSTALL CALTRANS THERMOPLASTIC 12" LIMIT LINE AND CROSSWALK PAVEMENT MARKINGS. Measurement for this item shall be on a square foot basis. Compensation for furnishing and applying Caltrans thermoplastic 12" limit line and crosswalk shall include all preparation and as required in these specifications. The contract price per square foot paid to furnish and install Caltrans thermoplastic 12" limit line and crosswalk shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to install the Caltrans thermoplastic 12" limit line and crosswalk, as specified herein

Bid Items: 2,3,4,5&6; FURNISH AND INSTALL CALTRANS THERMOPLASTIC WORD AND ARROW PAVEMENT MARKINGS. Measurement for this item shall be on a per each basis. Compensation for furnishing and applying Caltrans thermoplastic words and arrows shall include all preparation and as required in these specifications. The contract price per each paid to furnish and install Caltrans thermoplastic words and arrows shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work to furnish and install Caltrans thermoplastic words and arrows, as specified herein. All markings shall be U. S. standard measurements.

Additive Bid Items: 7; FURNISH AND INSTALL THERMOPLASTIC 24" X 96" CROSSWALK PAVEMENT MARKINGS. Measurement for this item shall be on a square foot basis. Compensation for furnishing and applying thermoplastic 24" X 96" crosswalk markings shall include all preparation as required in these specifications. The contract price per square foot paid to furnish and install 24" x 96" thermoplastic crosswalk markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to install the 24" x 96" thermoplastic crosswalk markings, as specified herein

## TECHNICAL PROVISIONS

### 2-1 TRAFFIC CONTROL & PUBLIC SAFETY

Attention is directed to Section 7-1.08 (Public Convenience) and 7-1.09 (Public Safety), of the Standard Specifications.

In addition to the existing warning and direction signs, the Contractor shall erect, within or adjacent to the limits of the work, such supplemental warning and directional signs as required to maintain safe job site conditions.

- a. Traffic delays shall not exceed ten (10) minutes in duration.
- b. No street shall be closed to traffic before 8:00 a.m., or after 4:00 p.m., unless otherwise approved by the Engineer. Local residents shall have access to driveways during this same time period and the Contractor shall coordinate with local residents and businesses for the closing of driveways during working hours.
- c. Emergency vehicles shall be permitted to pass through work area without delay at all time.
- d. All street and lane closures, flagging arrangements, detours and traffic signs, including special signs, must be submitted in writing, for approval by the Engineer at least five (5) working days prior to each closure.
- e. At the end of the day's work and when construction operations are suspended, all equipment and other obstructions shall be removed from the roadway.
- f. Contractor shall assume full responsibility for clearing the streets of parked vehicles or other obstructions located within the area of work.
- g. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress unless otherwise approved by the Engineer.
- h. Designated legal holidays are: January 1, Martin Luther King Jr.'s birthday, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day and the day after as well as December 25. When a designated legal holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be designated the legal holiday.
- i. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
- j. During Contractor working hours a minimum of one (1) traffic lane in each direction, not less than ten feet (10') wide, shall be open for public use. During non-working hours all traveled lanes, on all roadways, shall remain open. Whenever vehicles or equipment are parking on the pavement or on the shoulder, within 6 feet of a travel lane, the parking area shall be delineated with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment or along the closed portion of the pavement or shoulder at 25-foot intervals to a point approximately twenty-five feet (25') past the last piece

of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead), as appropriate, shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

- k. Whenever the Contractor's operations obliterate pavement delineation (lane lines, either pavement markers or painted lane lines or both), such pavement delineation shall be replaced by either permanent or temporary delineation before opening the traveled way to the traffic. Temporary delineation shall consist of reflective traffic line tape applied in pieces not less than 4 inches long nor less than 4 inches wide spaced no more than 12 feet apart on curves nor more than 24 feet apart on tangents. Temporary Reflective markers or Reflective traffic line tape shall be applied in accordance with the manufacturer's instructions. Temporary delineation shall be the same color as the permanent delineation. Full compensation for temporary delineation shall be considered as included in the contract price paid for asphalt concrete and no separate payment will be made therefore.
- l. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to the public.
- m. The Contractor shall ensure and guarantee that any traffic control devices removed or damaged by the operation are reinstalled and in good repair before leaving the work site.
- n. The Contractor shall supply at its own expense all flagmen, detour signs, barricades and all other traffic control devices and personnel in compliance with the provisions of Section 7-1.08, Section 7-1.09 and Section 12 of the Standard Specifications, and as ordered by the Engineer, necessary to provide a satisfactory level of safety and a minimum of inconvenience to the general public. **Section 12-2.02 "Flagging Costs" of the Standard Specifications is hereby deleted. All flagging costs will be totally borne by the contractor and no division of costs will be made.**
- o. The Contractor shall provide the Engineer with a Traffic Control Plan for each separate element of work seven (7) working days prior to starting work. The Engineer retains the right to modify the plan as he may determine necessary.
- approved Traffic p. The Contractor or his, her or its representative and all subcontractors shall have a copy of the Traffic Control Plan pertinent to the work in progress at all times. Failure to adhere to the Control Plan shall be grounds for the Town of Paradise to require the Contractor to stop the work until traffic control is in compliance with the approved Traffic Control Plan.
- q. Whenever a traffic lane is to be closed to public traffic, the Contractor shall install a traffic control system in accordance with the current "MANUAL OF TRAFFIC CONTROLS - Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways."
- r. During Contractor non-working hours all traveled lanes shall remain open.
- s. The Contractor shall keep current and notify the local Police and Fire Departments of his, her or its construction operation and traffic control changes three (3) days before work is to begin or traffic changes are made. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his, her or its own arrangements in keeping the work area clear of parked vehicles.
- t. No detours will be allowed.

**PAYMENT:** Full compensation for furnishing, installing and removing signs and sign covers, the cost of accommodating public traffic prior to commencing operations, the cost of furnishing pilot cars, drivers and flagmen, the cost of furnishing, installing and maintaining signs, lights, flares, barricades and other facilities for the safety, sole convenience and direction of public traffic through and around work area, shall be considered as included in the various contract price items of work price bid and no additional compensation shall be allowed.

#### 2-2 STREET RUNOFF

The Contractor shall provide for the continuous flow of curb and gutter surface water to the drainage course, and shall be aware that at any time water may flow down the curb and gutter, affecting his, her or its work.

**PAYMENT:** Full compensation for street runoff costs shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

#### 2-3 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with Section 12 of the Standard Specifications.

All excavation required to install construction area signs shall be performed by hand methods without the use of power equipment. Care shall be used in performing excavation for signs in order to protect underground facilities.

**PAYMENT:** Full compensation for installing and maintaining Construction area signs shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

#### 2-4 DUST CONTROL

Dust control shall conform to the provisions in Section 10, "Dust Control," of the State Specifications and these technical provisions.

**PAYMENT:** Full compensation for all dust control shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

#### 2-5 MOBILIZATION

**PAYMENT:** Full compensation for all mobilization costs shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

#### 2-6 VANDALISM

Contractor is responsible for the protection of the entire jobsite.

**PAYMENT:** Full compensation for vandalism control shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

#### 2-7 PLACING OF THERMOPLASTIC LEGENDS:

Description: This work shall consist of replacement of thermoplastic legends, including applying glass beads, at such locations as listed in the contract documents and in accord with Section 84 of the Standard Specification and these Special Provisions.

The Contractor shall provide all materials, labor and equipment.

**Materials:**

The thermoplastic material shall conform to State Specification 8010-21C-19.

The State Specification No. for glass beads in Section 84-3.02, "Materials", of the Standard Specifications is amended to read "8010-004 (Type II)."

**2-8 NOTIFICATION OF AGENCIES**

The contractor shall notify all agencies which may be affected by the construction. Notification shall be in writing and at least 72 hours prior to construction. The notice shall include the project limits, starting date, scheduled date of completion, Contractor contact person and Contractor telephone number. The agencies shall include, but not be limited to:

	<u>FAX Nos.</u>
Paradise Irrigation District	(530) 876-0483
Paradise Unified School District (Transportation)	(530) 872-6464
Butte County Transit Coordinator	(530) 538-7683
Paradise Express (B-Line Para Transit)	(530) 342-8871
Town of Paradise Engineering Division	(530) 877-5059
Town of Paradise Police Department	(530) 872-4950
Town of Paradise Fire Department	(530) 877-5957
U.S. Postal Service (Paradise Post Office)	(530) 872-9045
Northern Recycling and Waste Services	(530) 877-3825
The Paradise Post	(530) 877-1326
Caltrans Division 3 (Maintenance Division)	(530) 895-6779

Failure to comply with the provisions for notification shall result in the suspension of all work until the provisions have been met.

Payment: Full compensation for conforming to the requirements of these provisions shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

**END OF TECHNICAL SPECIFICATIONS**



# ATTACHMENTS

LABOR LAW REQUIREMENTS (ATTACHMENT "A")

QUANTITY LIST

PUBLIC CONTRACT CODE (ATTACHMENT "B")

STANDARD DRAWINGS

**Attachment A:  
Checklist of Labor Law Requirements**

TOWN OF PARADISE

COMMUNITY DEVELOPMENT DEPARTMENT/ENGINEERING DIVISION

**CHECKLIST OF LABOR LAW REQUIREMENTS**

**TO REVIEW AT PRE-JOB CONFERENCE**

**(PURSUANT TO SECTION 16430 OF THE LABOR CODE)**

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following:

- 1) Payment of Prevailing Wage Rates  
The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is obligated to pay the prevailing wages under Labor Code Section 1770 et seq. should the project exceed the exemption amounts.  
The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.
- 2) Apprentices  
It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.
- 3) Penalties  
There are penalties required for contractor/subcontractor failure to pay prevailing wages (for nonexempt projects) and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775, 1777.7 and 1813.
- 4) Certified Payroll Records  
Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee; also the straight time and overtime hours worked each day and each week, the fringe benefits, and the actual per diem wage paid to each journeyman, apprentice worker or other employee hired in connection with the public works project.  
Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her/its authorized representative on request, pursuant to Labor Code Section 1776.  
Each contractor and subcontractor shall submit its certified payroll record to the Town of Paradise on a weekly basis. In the event that there has been no work performed during a given week, the Certified Payroll Record shall be annotated: "No work" for that week.  
Under Labor Code Section 1776 (g), there are penalties required for contractor/subcontractor's failure to maintain and submit copies of certified payroll records on request.

- 5) Nondiscrimination in Employment  
There exist prohibitions against employment discrimination under Labor Code Sections
- 6) 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964, as amended. All contractors and subcontractors are required to implement equal employment opportunity practices for women and minorities.
- 7) Kickback Prohibited  
Contractors and subcontractors are prohibited from accepting, taking wages illegally or extracting “kickback” from employee wages under Labor Code Section 1778.
- 8) Acceptance of Fees Prohibited  
There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.
- 9) Listing of Subcontractors  
All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code Section 4100 et seq.
- 10) Proper Licensing  
Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq.
- 11) Unfair Competition Prohibited  
Contractors/subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Section 7000 et seq.
- 12) Workers Compensation Insurance  
Labor Code Section 1861 requires that contractors be insured properly for Workers Compensation.
- 13) OSHA  
Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

In accordance with federal and state laws and with Town contract documents, the undersigned prime contractor wishes to assure the Town of Paradise that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

For the Contractor

For the Town of Paradise

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TOWN OF  
PARADISE  
Public Works  
Department  
THERMOPLASTIC  
MARKINGS 2012**

LOCATION	MARKING					
	L.F.	EACH				
	12" LINE	STOP	ONLY	ARROW TYPE IV	YIELD	AHEAD
<b>SKYWAY</b>						
At Neal Road & Schmale Lane	414			4		
At Pearson Road	374			1		
At Foster Road	220					
At Woodward Lane	110	1				
At Elliott Road	504					
At Elliott Right Turn Lane	34				1	
At Oliver Road	360		1	1		
At Maxwell Road	280					
At Bille Road	540			4		
<b>ALMOND Street</b>						
At Birch Street	60	2				2
<b>FOSTER Street</b>						
At Birch Street	60	4				2
<b>CLARK Road</b>						
At Wagstaff Road	680			4		
At Bille Road	610			4		
At Central Park Drive	270			2		
At Elliott Road	490		5	5		
At Nunneley Road	494		2	2		
At Pearson Rd.	715			5		

<b>PENTZ Road</b>						
At Pearson Road	30	2				
At Bille Road	176	5		3		
<b>SAWMILL Road</b>						
At Pearson Road	80	8				4
At Nunneley Road	80	6				2
At Elliott Road	100	8				4
<b>NORTH LIBBY Road</b>						
At Bille Road	10	1				
At Elliott Road	20	1				
<b>TOTAL</b>	<b>6,711</b>	<b>38</b>	<b>8</b>	<b>35</b>	<b>1</b>	<b>14</b>
<b>ADDITIVE BID ITEM</b>						
<b>MEMORIAL TRAILWAY</b>						
At Foster Road	50					
At Elliott Road	80					
At Maxwell Road	80					
At Bille Rd.	80					
At Rocky Lane	56					
<b>TOTAL</b>	<b>346</b>					

ATTACHMENT "B"

CALIFORNIA CODES  
PUBLIC CONTRACT CODE  
SECTION 20104-20104.6

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a **contract** between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the **contract** for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a **contract** between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works **contract**" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the **contract** for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or

before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by **contract** for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government **Code**. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his, her or its written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government **Code**.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to Nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the **Code** of Civil Procedure, notwithstanding Section 1141.11 of that **code**. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the **Code** of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the **Code** of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the **contract**.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

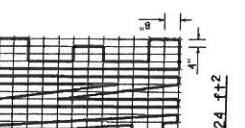
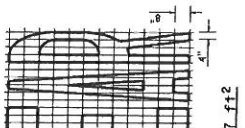
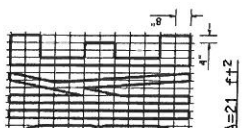
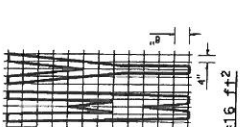
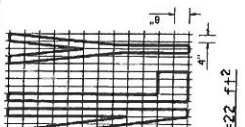
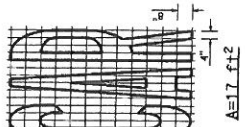
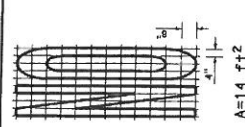






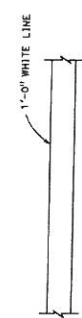
DISTRICT	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

**REGISTERED CIVIL ENGINEER**  
 May 20, 2011  
 EXPIRES APPROXIMATELY  
 ON 1/1/12 OR EARLIER OR LATER FOR  
 REISSUE OF LICENSE BY THE BOARD OF  
 CIVIL ENGINEERS OF THE STATE OF CALIFORNIA

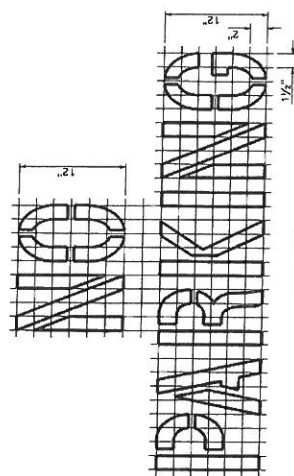
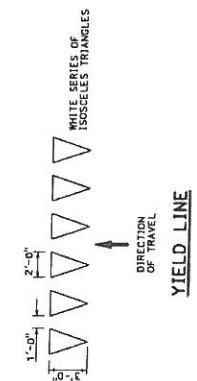


ITEM	f+2	ITEM	f+2
LINE	24	NO	14
ONE	22	TWO	16
TWO	16	THREE	21
THREE	21	FOUR	20
FOUR	20	FIVE	27
FIVE	27	SIX	24
SIX	24	SEVEN	24
SEVEN	24	EIGHT	23

- NOTES:**
- If a message consists of more than one word, it should read "up", i.e., the first word should be nearest the driver.
  - The space between words should be at least four times the height of the characters on speed roads, but not more than ten times the height of the characters on other roads. The spacing should be appropriately where there is limited space because of local conditions.
  - Minor variations in dimensions may be accepted by the Engineer.
  - Portions of a letter, number or symbol may be separated by connecting lines not to exceed 2/16 in width.
  - Crosswalks adjacent to concrete grounds are to be 1'-0" yellow lines in place of 1'-0" white lines.
  - The words "NO PARKING" should be used for parking restrictions. For typical locations of markings, see Standard Plans A30A and A30B.
  - The words "NO PARKING" shall be painted in white letters no less than 1/2" high on a contrasting background and located so that it is visible to traffic enforcement officials.



**CROSSWALK AND LIMIT LINE**  
See Note 5



A=2 f+2  
See Notes 6 and 7

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
WORDS AND CROSSWALKS**  
NO SCALE

A 24E



**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: August 7, 2012**

Agenda Item 3e

**ORIGINATED BY:** Craig Baker, Community Development Director

**REVIEWED BY:** Chuck Rough, Town Manager

**SUBJECT:** Consider Approval of an Extension of the Butte County Abandoned Vehicle Abatement Service Authority Pursuant to Sections 9250.7 and 22710 of the California Vehicle Code

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

1. Adopt Town Resolution No. 12-\_\_\_, "A Resolution of the Town Council of the Town of Paradise Authorizing Establishment of a Service Authority for Abandoned Vehicle Abatement and Continuing the Appointment of the Town Representative to the Service Authority"

**BACKGROUND:** The Abandoned Vehicle Abatement (AVA) program in Butte County includes a joint powers authority formed in 2003 that includes Butte County, City of Biggs, City of Chico, City of Gridley, City of Oroville, and the Town of Paradise. The program uses the tax on vehicle registration (\$1 per vehicle and an additional \$2 for certain commercial vehicles) within Butte County and municipalities to cover costs associated with removal of abandoned vehicles. The Butte County AVA program began in 2003. Under State law, all AVA programs expire after ten years and must be renewed by member agencies. Butte County's AVA program expires on July 31, 2013.

Proposition 26, approved by the voters in 2010, altered the definition of the added registration fee and resulted in the classification of the AVA fee as a special tax subject to voter approval.

At their June 26, 2012 meeting, the Butte County Board of Supervisors gave unanimous direction to their staff to present a resolution for approval on their July 31, 2012 agenda to place a measure on the November 6, 2012 ballot to renew AVA fees pursuant to Vehicle Code Sections 9250.7 and 22710. Approval of the ballot measure by a two thirds majority vote would authorize extension of the program for an additional 10-year period ending July 31, 2023.

Section 22710 of the California Vehicle Code states that a "Service Authority" for the abatement of abandoned vehicles may be established in any county if the Board of Supervisors of the county and a majority of the cities having a majority of the incorporated population within the county have adopted resolutions providing for the establishment of the Service Authority and the imposition of the tax on vehicle registration fees as a funding source for vehicle abatement.

The formula for the amount of funding that is provided to individual jurisdictions participating in the program is calculated by a combination of abandoned vehicle abatement activity within each jurisdiction and by its population. **Since 2003, the Town of Paradise has received \$217,696.60 through Butte County's AVA program.**

The California Vehicle Code also requires each municipality within an individual Service Authority to adopt a resolution requesting that the Board of Supervisors place the measure to extend its AVA program on the November Ballot. Adopted resolutions must be provided to Butte County by **August 10, 2012** (88 days before the November election).

**DISCUSSION:** Abandoned vehicles are a chronic problem in Butte County. They cause unsightly blight in our communities, can lower property values and in many cases they can be a public safety hazard. In addition, many of these abandoned vehicles are located within the jurisdictional boundaries of the cities and other urbanized areas in the County. Given the fiscal constraints affecting local governments and the continuing State budget crisis, the utilization of the provisions of the California Vehicle Code to maintain (and fund) a local Service Authority should be seen as an opportunity for Butte County and the municipalities within the County.

It is important to acknowledge that the issue of abandoned vehicles is a problem predominantly associated with code enforcement activity within the Paradise community. If the county-wide Vehicle Abatement Service Authority is extended, the imposition of the \$1.00 vehicle registration fee would commence during calendar year 2013 and would be collected from all county vehicle owners, including residents within the Town of Paradise. Therefore, it is important that our community maintain its standing as a participating municipality agency with this Service Authority in order to remain eligible for the vehicle registration fees to be returned to the Town and utilized to offset our local costs of vehicle abatement.

Attached with this council agenda summary is a Town Attorney reviewed and approved resolution document for your consideration and recommended adoption in order to assist with the proposed establishment of this "Service Authority" for Butte County. Also attached are two unexecuted agreement documents related to the Town's possible participation in Butte County's AVA program.

**FINANCIAL IMPACT:** Adoption of the proposed town resolution will not directly or adversely impact the Town financially. However, in the event that the Service Authority is extended, the Town of Paradise will directly benefit via minimization and/or elimination of vehicle abatement costs that would be borne by the Town's general fund.

Attachments

**TOWN OF PARADISE**

**RESOLUTION NO. 12-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
AUTHORIZING THE EXTENSION OF THE SERVICE AUTHORITY FOR  
ABANDONED VEHICLE ABATEMENT AND CONTINUING THE  
APPOINTMENT OF THE TOWN REPRESENTATIVE TO  
THE SERVICE AUTHORITY**

**WHEREAS**, California Vehicle Code sections 9250.7 and 22710 authorized the establishment of the Butte County Abandoned Vehicle Abatement Program (AVA), which was formed in 2003 and authorized the imposition of a fee on vehicles registered in Butte County, referred to as the AVA Fee; and

**WHEREAS**, Vehicle Code sections 9250.7 and 22710 authorized the imposition of a one-dollar-per-vehicle registration fee on all vehicles registered in Butte County with such fees to be used to fund the Abandoned Vehicle Abatement Program; and

**WHEREAS**, the current AVA Fee sunsets on July 31, 2013, and the County and cities within the County will be unable to recover a significant portion of the costs of abating nuisance vehicles; and

**WHEREAS**, the Town Council of the Town of Paradise, California, finds that abandoned, inoperable, wrecked, dismantled vehicles and parts thereof pose a health and safety hazard and are found to be public nuisances; and

**WHEREAS**, the Town Council finds that the "Abandoned Vehicle Abatement Program" continues to be needed to provide for the proper removal and disposal of abandoned vehicles and to assist law enforcement and code enforcement personnel in abatement of abandoned vehicles; and

**WHEREAS**, the AVA fee is used exclusively for the abatement, removal, and disposal of any abandoned, wrecked, dismantled, or inoperative vehicles or vehicle parts as public nuisances, on private or public property, to combat neighborhood blight and decay; and

**WHEREAS**, California Vehicle Code sections 9250.7 and 22710 were amended to allow an extension of the AVA fee in increments of up to 10 years; and

**WHEREAS**, Vehicle Code sections 22710 and 9250.7 require a county's board of supervisors, by a two-thirds vote, and the majority of cities with the majority of the incorporated population within the county to adopt resolutions approving an extension of the registration fees; and

**WHEREAS**, Proposition 26, adopted by the voters of California in 2010, altered the definition of a fee and resulted in the classification of the AVA Fee as a special tax subject to voter approval; and

**WHEREAS**, the AVA abated approximately 5,596 abandoned vehicles in Butte County since the program's inception; and

**WHEREAS**, the "Butte County Abandoned Vehicle Abatement Service Authority" will have responsibility for administering an abandoned vehicle removal program in Butte County.

**WHEREAS**, the Service Authority is required by the guidelines established pursuant to Vehicle Code section 22710 to conduct annual audits of the Abandoned Vehicle Abatement Program; and

**WHEREAS**, Vehicle Code section 22710(b) requires that the Service Authority be staffed by existing personnel from the county or a city.

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

**Section 1.** The Town Council hereby authorizes the Mayor to execute the joint powers agreement for the formation of Butte County Abandoned Vehicle Abatement Service Authority, a copy of which is attached hereto.

**Section 2.** The Town Council authorizes the Mayor to execute an agreement with the Butte County Abandoned Vehicle Abatement Service Authority whereby the Town agrees to provide abandoned vehicle abatement service within the Town.

**Section 3.** The Town Council approves the extension of the "Vehicle Abatement Plan" of the "Butte County Abandoned Vehicle Abatement Service Authority" and the imposition of a one dollar (\$1.00) vehicle registration fee. The fee imposed by the Service Authority shall remain in effect only for a period of ten years from July 31, 2013, unless extended in accordance with law.



**Section 4.** The Community Development Director is hereby appointed to serve as the Town’s representative on the Service Authority Board of Directors. The Senior Code Enforcement Officer is appointed as the alternate.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this \_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Steve “Woody” Culleton, Mayor

ATTEST:

\_\_\_\_\_  
Joanna Gutierrez, Town Clerk

APPROVED AS TO FORM:

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

# AGREEMENT BETWEEN THE TOWN OF PARADISE AND BUTTE COUNTY ABANDONED VEHICLE ABATEMEMENT

## INTRODUCTION

This agreement is made and entered into this            day of            , 2012, by and between the Town of Paradise (hereinafter referred to as "Town") located at 5555 Skyway, Paradise, California 95969, and the Butte County Abandoned Vehicle Abatement Service Authority (hereinafter referred to as "Authority"), located at 7 County Center Drive, Oroville, CA 95965. WHEREAS, the Authority is established pursuant to Section 22710 of the Vehicle Code, and WHEREAS, the Authority is authorized to enter into agreements with the Town of Paradise to provide for the appropriate administration of the vehicle abatement program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

## TERMS AND CONDITIONS

### 1. SCOPE OF WORK:

1.1            The Town shall provide work and administration related to the vehicle abatement program pursuant to Section 22710 of the Vehicle Code, of Butte County Code, Chapter 14, Article XII, and the Butte County Abandoned Vehicle Abatement Service Authority Program Plan.

1.2            Services and work provided by the Town under this Agreement shall be performed in a timely manner consistent with all applicable federal, state, County and Town laws, ordinances, regulations, and resolutions.

### 2. TERM:

2.1 The term of this Agreement shall commence on \_\_\_\_\_, and shall terminate on thirty (30) days written notice by either party.

3. CONSIDERATION:

3.1 Funds received from the Abandoned Vehicle Abatement Program shall be distributed as approved by the Authority's Board of Directors.

3.2 Town shall maintain and submit to the Authority a quarterly status report indicating the services and work provided pursuant to the terms of this Agreement on forms provided by the Authority.

3.3 The Authority shall deduct from funds received from the Abandoned Vehicle Abatement Program such funds as are necessary to pay for the costs of audits, staff and administration of the Authority. Audit, staff and administrative costs will be reviewed annually by the Authority's Board of Directors and may be adjusted as necessary. Such adjustments shall be approved by the Authority's Board of Directors.

3.4 Funds received from the Abandoned Vehicle Abatement Program shall be disbursed quarterly as set forth in the Butte County Abandoned Vehicle Abatement Service Authority's Program Plan

3.5 If a member agency provides vehicle abatement services for another member agency pursuant to a written agreement, the funds allocated for the agency receiving the services shall be paid directly to the agency providing the services, unless the providing agency is otherwise compensated for providing such services.3.6 The Authority shall have no responsibility to pay any amount in excess of the funds received from the Abandoned Vehicle Abatement Program fund.

4. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.:

4.1 Town shall provide its own office space, supplies, equipment, vehicles, reference materials, and telephone services as necessary for Town to provide the services identified in this Agreement, provided however, that the cost may be a reimbursable

expense if approved by the Authority's Board of Directors and in accordance with reimbursement policies approved by the Board.

#### 5. TOWN PROPERTY:

5.1 Products of Town's Work and Services. Any and all compositions, publications, field notes, plans, designs, specifications, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, tests, studies, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Town's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the Town.

#### 6. WORKER'S COMPENSATION:

6.1 Town shall provide worker's compensation insurance coverage, in the legally required amount, for all Town employees utilized in providing work and services pursuant to this Agreement. By executing this Agreement, Town acknowledges its obligations and responsibilities to its employees under the California Labor Code.

#### 7. INSURANCE:

7.1 General Liability and Auto Liability. Town shall maintain during the entire term of this Agreement self-insurance in the amount of one million dollars (\$1,000,000) which covers any negligent work and services performed by Town under this Agreement.

7.2 Cancellation. Said insurance will not be terminated, modified, or canceled without thirty (30) days written notice to the Authority.

#### 8. STATUS OF TOWN:

8.1 All acts of Town, its agents, officers, and employees, relating to the performance of this Agreement, are performed as an independent contractor and are not

performed as agents, officers, or employees of the Authority. As an independent contractor:

8.2 Town shall determine the method, details, and means of performing the work and services to be provided under this Agreement.

8.3 Town shall be responsible to the Authority only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to the Authority's control with respect to the physical action or activities of the Town in fulfillment of this Agreement

#### 9. INDEMNIFICATION:

9.1 To the extent permitted by law, Town shall indemnify, defend, and hold harmless the Authority, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence or wrongful acts of Town, its officers, or employees.

To the extent permitted by law, the Authority shall indemnify, defend, and hold harmless the Town, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence or wrongful acts of the Authority, its officers, or employees.

#### 10. RECORDS AND AUDIT:

10.1 Town shall prepare and maintain all records prepared in connection with the service provided under the various provisions of this Agreement.

10.2 Any authorized representative of the Authority shall have access to any books, documents, papers, records, including, but not limited to, financial records of Town, which the Authority determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts. Further, the Authority has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

11. NONDISCRIMINATION:

11.1 During the performance of this Agreement, Town, its agents, officers, and employees shall not discriminate in violation of any federal, state, or local law, against any employee or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex.

12. TERMINATION:

12.1 This Agreement may be terminated by either party without cause, for any reason, upon thirty (30) days prior written notice of such intent to cancel.

13. SEVERABILITY:

13.1 If any portion of this Agreement or application thereof to any person or circumstances shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, County or Town statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

14. AMENDMENT:

14.1 This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

15. NOTICE:

15.1 Any notice, communication, amendments, additions, or deletions to this Agreement, including any change of address of either party during the terms of this Agreement, which the Authority or the Town shall be required, or may desire,

to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

Town: Town of Paradise  
Community Development Director  
5555 Skyway  
Paradise, CA 95969

Authority: Butte County AVA Service Authority  
c/o Development Services Department  
7 County Center Drive  
Oroville, CA 95965

16. ENTIRE AGREEMENT:

16.1 This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

TOWN OF PARADISE:  
By \_\_\_\_\_  
Mayor  
Town Council  
Town Of Paradise, State of California

SERVICE AUTHORITY:  
By: \_\_\_\_\_  
Chairman, Board of Directors  
Butte County Abandoned  
Vehicle Abatement Service Authority

ATTEST:  
By: \_\_\_\_\_  
Joanna Gutierrez, Town Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Town Attorney  
GAcontract\vehicle Agreemen

**A-02**

**JOINT POWERS AGREEMENT**

**BUTTE COUNTY ABANDONED VEHICLE ABATEMENT SERVICE  
AUTHORITY**

**1. PARTIES:**

The parties to this Agreement are the County of Butte, and those cities within the County that have elected to create and participate in the Butte County Abandoned Vehicle Abatement Service Authority as provided herein.

**2. PURPOSE AND AUTHORITY:**

The purpose of this Agreement is to establish a Service Authority for the abatement of abandoned vehicles in Butte County pursuant to Section 22710 of the California Vehicle Code (VC).

**3. CREATION:**

Upon the effective date of this Agreement, there is hereby created, the Butte County Abandoned Vehicle Abatement Service Authority as a separate public entity and distinct from the member jurisdictions to implement this Agreement in accordance with Section 22710 VC.

**4. MEMBERSHIP IN THE AUTHORITY:**

Membership in the Service Authority will be open to all cities that, by an approved resolution of their city council, agree to participate in the Service Authority. In addition, the County of Butte shall be entitled to membership, also by an approved resolution of its Board of Supervisors.

**5. BOARD OF DIRECTORS:**

a. The Service Authority shall be governed by a board of directors. The initial terms of the directors shall be two years for half of the members of the board of



directors and four years for the remaining members of the board of directors. The initial terms shall be determined by lot at the first meeting. Thereafter, all terms shall be four years.

b. The duties of the board of directors will include, but are not limited to: preparing and recommending to the County Board of Supervisors and city councils action regarding the Abandoned Vehicle Abatement Program; preparing and submitting a Service Plan to the State of California, California Highway Patrol (CHP); conducting and reporting the results of any survey, study or analysis pertaining to the Program; managing the financial affairs of the Service Authority; modifying and/or approving quarterly and annual reports to the CHP; and disbursement of funds.

c. The Service Authority's board of directors shall consist of a representative or each participating jurisdiction. The County representative shall be appointed by, and ,serve at the pleasure of, the Board of Supervisors. City representatives appointed to the board shall be selected by, and serve at the pleasure of, an appointing authority to be determined by each city. Each jurisdiction may appoint an alternate to attend and act on behalf of that jurisdiction.

#### 6. VOTING RIGHTS:

Each member of the Service Authority shall be entitled to one vote in forming the Service Authority and selecting the board of directors.

#### 7. POWERS AND DUTIES:

a. Contracts and Acts: Pursuant to Section 22710(b) VC, the Service Authority may contract and may undertake any act convenient or necessary to carry out any law relating to the Service Authority.

b. Ordinance: Each member jurisdiction of the Service Authority shall certify that its local ordinances comply with Sections 22660 and 22661 VC for the abatement, removal, and disposal, as public nuisances, of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof, from private or public property. Additionally, local ordinances may include a system for the recovery of expended funds pursuant to Section 22710(c)(1) VC and 25845 or 38773.5 of the Government Code (GC).

c. Plan: Pursuant to Section 22710(d) VC, an Abandoned Vehicle Abatement Plan of a Service Authority shall be implemented only with the approval of the County of Butte and a majority of the cities having a majority of the incorporated population. The Plan shall be consistent with guidelines prepared by the CHP.

d. Restriction: The manner of exercising powers granted the Service Authority by this Agreement shall be subject to the same restrictions as are imposed upon the County of Butte in its exercise of similar powers.

#### 8. FEE:

Pursuant to Section 9250.7 VC, the Service Authority hereby imposes an annual service fee of one dollar (\$1) on vehicles on vehicles registered to an owner with an address in Butte County, including the incorporated cities, provided the Abandoned Vehicle Abatement Plan, referred to in Section VII.c above, is approved by the County and a majority of the cities having a majority of the incorporated population in compliance with Section 22710(d) VC.

#### 9. MEETINGS:

The Service Authority and the board of directors shall meet at least annually to carry out the purpose and duties of the Service Authority. No meeting shall be conducted with less than a majority of all participating members, which represents a quorum, and any votes of the Service Authority will be by a majority of that quorum. The date, time, and location of meetings shall be determined by the Board of Directors. Meetings, notices and agendas shall comply with the Ralph M. Brown Act (Government Code § 54950 et seq.). The Service Authority may adopt rules of procedure for its meetings.

#### 10. OFFICERS:

a. Selection. The officers of the Service Authority shall be a Chairperson and a Vice-Chairperson. The Chairperson and Vice-Chairperson shall be elected from among the members of the Board of Directors at the first meeting of the Board of Directors, to serve a one-year term. Thereafter, a Chairperson and Vice-Chairperson shall be elected annually from among the members of the Board of Directors.

b. Succession. The Vice-Chairperson shall succeed the Chairperson if the Chairperson vacates the office before completion of the term and shall serve the remainder of the unexpired term. A new Vice-Chairperson shall be elected at the next regular meeting.

c. Chairperson and Vice-Chairperson Absent. In the absence of the Chairperson and Vice-Chairperson, any member of the Board of Directors may call the Service Authority to order, and a Chairperson pro tem shall be elected from the members present.

d. Chairperson's Responsibilities. The responsibilities of the Chairperson shall be as follows:

- (1) Preside at all meetings of the Service Authority.
- (2) Call special meetings of the Service Authority.
- (3) Sign documents on behalf of the Service Authority.
- (4) Appoint all subcommittees and nominating committees of the Service Authority.
- (5) Direct appropriate follow through on items raised that are not listed on the Service Authority agendas.

e. Vice-Chairperson's Responsibilities. During the absence, disability or disqualification of the Chairperson, the Vice-Chairperson shall exercise or perform all the duties and be subject to all the responsibilities of the Chairperson

#### 11. STAFF:

Pursuant to Section 22710(b) VC, the Service Authority shall be staffed by existing personnel from the Butte County Development Services Department. The Butte County Director of Development Services, or his/her designee, shall serve as the secretary to the Service Authority for the purposes of preparing and posting notices of meetings, preparing agendas and minutes for meetings. The Butte County Department of Development Services shall receive quarterly reports from the participating members of the Service Authority and prepare and submit all required reports from the Service Authority to the State of California. The Authority shall contract with the Butte County Department of Development Services for staff services.

#### 12. AUDIT:

There shall be strict accountability of all Service Authority funds. The Authority shall contract with Butte County to conduct an independent audit for the Service Authority. Butte County shall report all receipts and disbursements to the Service Authority, and contract to make an annual audit of the Service Authority pursuant to the requirements of Government Code § 6505. The Butte County Auditor/Controller shall serve as the auditor-controller for the Service Authority.

13. TREASURER:

The Butte County Treasurer/Tax Collector shall serve as the treasurer for the Service Authority.

14. FUNDS:

The funds, and all interest generated therefrom, received by the Service Authority from the one dollar (\$1) registration fee shall be used and disbursed in accordance with Vehicle Code § 22710(d)(5). Population figures used in calculating the disbursement of funds shall be those population figures issued annually by the State Department of Finance. Payment for administrative costs of the Authority, including auditing and staff services, shall be made from funds received by the Authority. Expenses for administrative services shall be deducted from any funds received by the Authority prior to calculating the amount of funds to be distributed to the member agencies.

15. DEBTS AND LIABILITIES:

The debts, liabilities, contracts and obligations of the Service Authority shall not be the debts, liabilities, contracts and obligations of the member jurisdictions, or any of them. Neither the Service Authority nor its board of directors shall have the power or authority to bind the County or the cities, or any of them, to any debt, liability, contract, or obligation. Any participating member of the Service Authority shall defend, indemnify, save and hold harmless the Service Authority and any other participating members from any and all claims, costs, liability for any damages, sickness, death or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of that member or its agents, servants, or employees relating to the performance of this Agreement save and

except claims or litigation arising through the negligence or willful misconduct of the Service Authority or its officers or employees or the officers or employees of any other participating member, and will make good to and reimburse the Service Authority or any other participating member for any expenditures, including reasonable attorney fees, the Service Authority may make by reason of such matters and, if requested by the Service Authority or any other participating member, defend any such suits at the sole cost and expense of the involved participating member.

#### 16. AUTHORITY COSTS:

The Service Authority will contract, via this Agreement, with each individual member, and may undertake actions that are required by law relating to the performance of duties in the removal of abandoned vehicles from public and private property and public roadways and the cost associated with these duties. Any costs incurred in the operation of the Service Authority must be approved by a simply majority vote of the board of directors.

#### 17. AMENDMENT:

This Agreement may be amended upon a simple majority vote of all member jurisdictions.

#### 18. TERMINATION BY MEMBERS:

Subject to Section 22710 VC, this Agreement may be terminated by member jurisdictions as follows:

a. Individual Member Jurisdictions: A member jurisdiction may terminate its participation in this Agreement and the Service Authority immediately by providing written notice to the County any time before the Abandoned Vehicle Abatement Plan is approved pursuant to Section 22710(d) VC. Notice to the County shall be delivered to the Development Services Director, 7 County Center Drive, Oroville, California, 95965.

After the Abandoned Vehicle Abatement Plan has been approved, a member jurisdiction may terminate its participation in this Agreement and the Service Authority by providing 30 days' written notice of such termination to the Service Authority and the other member jurisdictions. However, termination shall not relieve

a member of its duty to comply with the Abandoned Vehicle Abatement Plan, Section 22710 VC, and the regulations adopted pursuant thereto, this Agreement and the rules of the Service Authority as to any funds received from the Service Authority. Notice of termination may be rescinded upon written notice to the Service Authority and the other member jurisdictions at any time before the effective date of termination.

b. Majority: This Agreement may be terminated at any time by a simple majority of the member jurisdictions voting to dissolve the Service Authority.

#### 19. NEW MEMBER:

A jurisdiction may choose to enter into the Service Authority by giving a Notice of Submission, which is to be in resolution form, and approved by a majority vote of that jurisdiction's governing council or board. This resolution is to be received no later than April 1st by the Service Authority. Upon approval from the CHP, distribution of funds to the new jurisdiction will be in accordance with the rules previously approved in this Agreement. Appropriation of the \$1.00 fee will commence on July 1" of the new fiscal year and be distributed thereafter on a quarterly basis by the State Controller's Office.

#### 20. TERMINATION:

The Service Authority shall cease to exist on the date that all revenues to be received by the Service Authority pursuant to Sections 9250.7 and 22710(5)(a) VC, have been expended.

#### 21. COUNTERPARTS:

This Agreement may be executed in counterparts which, taken together, shall constitute one and the same Agreement.

#### 22. EFFECTIVE DATE:

This Agreement becomes effective upon its approval by the County Board of Supervisors by two-thirds vote, and a majority of the cities having a majority of the incorporated population within the County.

**COUNTY OF BUTTE**

ATTEST: Clerk of the Board

By: Chairman  
Board of Supervisors

Approved as to form:  
County Counsel

RESOLUTION NO.  
Dated:

By: \_\_\_\_\_  
Deputy County Counsel

**CITY OF BIGGS:**

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to form:  
City Attorney  
By: \_\_\_\_\_

RESOLUTION NO.  
Dated:

**CITY OF CHICO**

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to form:  
City Attorney  
By: \_\_\_\_\_

RESOLUTION NO.  
Dated:

**CITY OF GRIDLEY**

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to form:  
City Attorney  
By: \_\_\_\_\_

RESOLUTION NO.  
Dated:

**CITY OF OROVILLE**

ATTEST:

By: \_\_\_\_\_  
Approved as to form:  
City Attorney  
By: \_\_\_\_\_

**TOWN OF PARADISE**

By: \_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_

GAcontract\vehicle JPAgreement

By: \_\_\_\_\_  
RESOLUTION NO.  
Dated:

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk  
RESOLUTION NO.  
Dated:





**Town of Paradise  
Council Agenda Summary  
Date: August 7, 2012**

**Agenda Item: 3f**

**Originated by:** Lauren Gill, Asst. Town Manager  
Crystal Peters, Human Resources & Risk Management Analyst

**Reviewed by:** Charles Rough Jr., Town Manager

**Subject:** Update the job description for the Associate Civil Engineer.

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**Council Action Requested:**

1. Approve recommended updates to the Associate Civil Engineer job description; OR
2. Refer back to staff for further development.

**Discussion:**

As a result of the recently approved FY2012/13 budget, the Town is consolidating the statutory duties of a town engineer into the Associate Civil Engineer position, to ensure practices are in line with municipal code.

**Fiscal Impact Analysis:**

There is no financial impact with this action.



JOB TITLE:	Associate Civil Engineer
DEPARTMENT:	Community Development Dept.
REVISION DATE:	August 7, 2012
HOURS:	40 hours per week
CLASSIFICATION:	Exempt
UNIT:	CMMA
REPORTS TO:	Town Manager
WORKS WITH:	Management, Contractors, General Public
SUPERVISES:	n/a

## Associate Civil Engineer

### DEFINITION

Under general direction of the Town Manager, or his or her designee, perform responsible and difficult engineering work in the design, investigation, and construction of public works and facility improvements; perform the designated statutory duties of a town engineer; as well as perform related work as required.

### TYPICAL DUTIES

Prepare plans and specifications for the construction of street, storm drain, and transportation facilities; research project design requirements; perform complex calculations and prepare estimates of time and material costs; assign routine investigation, design and drafting tasks to technical subordinates; research publications and industry information sources; develop revised design and construction standards for public works structures as required; prepare and revise plans and specifications for traffic related projects; prepare special studies and reports and coordinate traffic and transportation major projects; investigate field problems affecting property owners, contractors, and maintenance operations; prepare estimates and feasibility reports; pursue grant funding for capital projects; coordinate and participate in the review and processing of plans for private, developments affecting streets, drains and related public works facilities and ensure that they meet all Town imposed requirements; coordinate public works activities with other Town departments and divisions, and other agencies; supervise, train and evaluate technical subordinates.

### REQUIRED QUALIFICATIONS

Knowledge of: Principles and practices of engineering, public works and administration as applied to the design and construction of public works facilities and technical inspection services; methods, materials and techniques employed in public works construction; possess wastewater engineering experience; computer skills in operations of large data bases, computer aided design and spreadsheets; recent developments, current literature and sources of information regarding engineering, policies and procedures similar to those utilized by municipal public works administration.

Ability to: Make complex engineering computations and to check, design and supervise the preparation of engineering plans and studies; communicate clearly and concisely, orally and in writing; use and care for engineering and drafting instruments and equipment; perform work with a minimum of supervision; supervise, train, and evaluate the performance of

Physical Standards: Must possess ability to work in a standard office setting and to use standard office equipment, including a computer, and to attend meetings at various sites within the Town and away from the Town as needed to inspect various work, building or construction sites; strength to lift and carry materials and equipment up to 25 pounds, vision to read printed materials and a computer screen; and ability to communicate clearly in person and over the telephone and/or radio.

Experience: Three years of increasingly responsible engineering experience.

Education/Certificates: A bachelor's degree from an accredited college or university with major course work in civil engineering. Possession of a certificate of registration as a Professional Civil Engineer in the State of California or the ability to obtain the certificate within six months of hire date.

Licenses: Valid Class C California Driver's License in conformance with established Town employee driving standards.



**Town of Paradise  
Council Agenda Summary  
Date: August 7, 2012**

**Agenda Item: 3g**

**Originated by:** Lauren Gill, Assistant Town Manager  
**Reviewed by:** Charles Rough Jr., Town Manager  
**Subject:** Draft Town of Paradise Community Wastewater Collection System Project Description

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**Council Action Requested:**

1. Accept the Project Description for the Town of Paradise Community Wastewater Collection System as submitted; or
2. Decline to accept the Project Description for the Town of Paradise Community Wastewater Collection System as submitted and provide alternate direction to staff.

**Background:**

One of the next steps involved in pursuing a solution for wastewater collection and treatment for our commercial corridors and downtown area, was the development of a project description. The project description will serve as the basis for pursuing government loans and/or grants for project funding.

In an effort to save money, Town staff prepared a draft project description. A copy of the draft was sent to NorthStar Engineering for peer review and also to City of Chico staff.

The Draft is hereby presented to Council for acceptance or further direction.

**Discussion:**

Concurrently, staff is also in the process of preparing an EDA technical grant application which would pay for the feasibility study (Sewer Master Plan Update) for the City of Chico. If successful, this grant application would cover the costs for the Town's portion of the SMPU.

**Conclusion & Fiscal Analysis:**

There is no direct cost to the Town budget as this draft was prepared in-house by Town staff.

The EDA grant application is being prepared mainly by Town Staff and 3-Core as part of our annual membership contribution. There may be some small administrative recompense for staff time, but our main goal is to cover the cost of the Town's portion of the Chico SSMPU, which will answer all questions regarding capacity and feasibility of the proposed wastewater project.

# PROJECT DESCRIPTION



## TOWN OF PARADISE COMMUNITY WASTEWATER COLLECTION SYSTEM

July, 2012



PARADISE COMMUNITY  
WASTEWATER COLLECTION  
SERVICE AREA

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## Project Description:

### TOWN OF PARADISE COMMUNITY WASTEWATER COLLECTION SYSTEM

July 2012

#### 1. Background

The Town of Paradise is the largest unsewered city in California, relying on over 11,000 individual onsite sewage disposal systems to serve its 26,000 residents within an 18.5 square mile boundary. As the Town has grown, so has the need for a better means of wastewater collection and treatment, particularly within the high density downtown and commercial corridors. The Town of Paradise receives an average of 52 inches of rain per year which has resulted in many springs, seeps, high groundwater locations that exist throughout the Town. Many of the twenty separate drainages within the Town flow year-round. Extensive work and research has been performed for the purpose of exploring all of the feasible options for sewerage the downtown and commercial corridors of the Town. In March, 2012, the Paradise Town Council provided direction for Town management staff to research and evaluate a wastewater solution for the Town that would involve the construction of a sewer line to the City of Chico to discharge into their existing wastewater collection system and the City of Chico Water Pollution control Plant. A number of meetings have been conducted between key management staff and legislative decision-makers representing both municipalities. This document has been developed to provide a description of the proposed Town of Paradise Community Wastewater Collection System (Project).

This description of the Project is derived in part from two comprehensive analytical reports generated by NorthStar Engineering entitled *Preliminary Conceptual Review of Three Options for Sewer Service for the Town of Paradise Downtown and Commercial Corridors Supplementing the Final Wastewater Treatment & Collection Feasibility Study for the Town of Paradise Downtown Community Cluster System, April 2010*, and *Updated Conceptual Flow and Cost Estimates for Expanded Commercial Corridors Serving Skyway, Pearson and Clark Road Corridors, April 2012*.

#### 2. Project Details

The Project will be constructed in phases to ultimately serve approximately 1206 parcels comprising 867 acres within a defined service area along primary commercial corridors in the Town of Paradise. Approximately 65% of the parcels within the service area are assigned commercial or community service zoning. The remainder of the parcels in the service area are assigned residential zoning. Over 95% of the parcels are currently developed. Total wastewater flows anticipated at maximum build out for all four phases of the Project, including inflow and infiltration (I&I), is estimated at 822,000 gallons per day (gpd). Due in part to the location and operation of commercial food facilities within the service area, the cumulative

waste water strength is assumed to be slightly higher than average domestic wastewater but not to the extent that it will require special treatment procedures at the City of Chico Water Pollution Control Plant.

The service area in the Town of Paradise is shown in Figure 1. A general description of the area is as follows:

- Skyway between Neal Road and Pentz Road
- The Central business district of the Town
- The Sierra Park Subdivision
- Pearson Road between Black Olive Drive and Clark Road
- Clark Road between Buschmann Road and Wagstaff Road
- Properties between Maxwell Drive and Skyway, north of Elliott Road
- Properties between Scottwood Road and Academy Drive, north of Pearson Road

The collection system within the service area will have approximately 84,256 feet (15.96 miles) of gravity sewer line, ranging from 6 to 12 inches in diameter. There will also be 6,495 feet (1.23 miles) of pressurized 3 inch sewer line with four separate lift stations placed in locations dictated by local topography. Approximately 1,206 service laterals will be installed to private property lines at the time of Project construction, with an average length of 50 feet each. Laterals extending onto private property will be installed by individual property owners. Sewer mains will be located in public rights of way and most will be under existing pavement. Approximately 264 manholes will be located at key intersections throughout the Town and at approximately 350 foot intervals along sewer mains.

Construction of the Project will also entail the abandonment and destruction of approximately 1,000 septic tanks. Some existing septic tanks may be retained and converted to pump tanks for lifting wastewater from lower elevation parcels to sewer mains located upslope. All sewer mains will be installed at reasonable depths so as to maximize downslope gradients and minimize the need for pumping from lower elevation parcels. Current technology will be utilized for sewer main construction including fitted gasketed connections and water tight manhole covers. These best available technologies will help offset the high inflow and I&I that would otherwise be expected from a region such as Paradise that receives 52 inches of average rainfall per year. By using best available technology I&I is expected to be kept at 100 gpd per acre. Without best available technology, I&I would be expected to increase flows through the sewer mains up to three times the volume of sewage being discharged from the buildings, which could result in over 2 million gallons per day during storm events.

The wastewater conveyance system from the Town of Paradise to the City of Chico will extend along Skyway from the Paradise town limits to the Bruce Road and Skyway intersection in the City of Chico. It will consist of 8.5 miles of a maximum 12 inch diameter trunk line with no manholes. The trunk line will be constructed with access stations known as pig ports for maintenance of the sewer line. The Project is not designed to accommodate any connections along the conveyance system. The trunk line will have an elevation differential of over 1,000



feet and will operate as a pressurized force main. An electrical generation component is proposed to be constructed in stations along this trunk line so as to capture the energy of falling water and convert it to electricity. A 1 million gallon equalization tank will be installed at the upper end of the conveyance system for the purpose of metering wastewater flows to the City of Chico during off-peak hours depending on need.

Wastewater will be directed into the existing City of Chico 10 inch sewer main at the Bruce Road/Skyway intersection. A receiving station will be constructed at this point of connection along with flow meters and a sample port for periodically testing the strength of incoming wastewater. As a customer of the City of Chico, the Town of Paradise will be subject to established parameters for the volume and the constituent concentration of the wastewater. The wastewater will then flow through the existing City of Chico wastewater collection and conveyance system to the City's Water Pollution Control Plant. The plant operates under a permit issued by the California Central Valley Regional Water Quality Control Board and has strict parameters for treatment and discharge of wastewater into the Sacramento River under a National Pollution Discharge Elimination Systems permit issued by the Federal EPA. The City of Chico Water Pollution Control Plant has a permitted capacity to treat 12 million gallons per day and is currently operating at less than 8 million gallons per day.

The City of Chico will continue to provide the maintenance and upkeep of all the components of its wastewater collection, conveyance and treatment system. The Town of Paradise will provide maintenance for main sewer lines within the town and the trunk line conveying wastewater to the City of Chico collection system up to the point of connection. A Town of Paradise Sewer Assessment District comprised of all properties served by the system will be formed. Rates and fees for services provided by the City of Chico will be established via the execution of a Memorandum of understanding (MOU) between the City of Chico and the Town of Paradise.

Maintenance services will be required for the sewer mains, lift stations and manhole access holes located in the service area as well as for the 8.5 miles of closed trunk line force main extending down the Skyway to the City of Chico. Maintenance equipment and personnel will be required and will be included in the cost of construction. Individual property owners whose properties are served by the Project will be responsible for the maintenance of the sewer from the building served to the sewer main lines.

### **3. Project Cost**

Total construction costs as estimated by NorthStar Engineering in their April 2012 report are averaged at \$23,645,606, including a 25% construction contingency. Additional costs include required environmental review and permitting (\$400,000), engineering and design (\$1,659,000), property acquisition (\$600,000), construction administration and inspection (\$2,370,000), and a City of Chico application fee for connecting to the city's wastewater collection system (\$50,000). Environmental review and permitting costs include all environmental studies associated with the California Environmental Quality Act (CEQA) and/or

the National Environmental Policy Act (NEPA) and a required collection permit issued by the California Regional Water Quality Control Board. Engineering and design costs include engineering and design for the construction of sewer mains throughout the service area, four lift stations, 1,206 individual sewer laterals and 8.5 miles of sewer conveyance trunk line to the City of Chico. Property acquisition costs include minor right of way procurements that are not already in place, including areas for lift stations and the 1 million gallon equalization tank for off peak metering. Construction administration and inspection costs include the contract services of a construction administration entity to provide contract management, oversight and inspection services during the construction period. The total cost of the Project is therefore estimated by NorthStar Engineering to be \$28,779,000. Figures 2 and 3 are excerpted from documents generated by NorthStar Engineering and contain additional information regarding these cost estimates.

#### **4. Benefit/Impact Discussion**

Aesthetics. The Skyway between the Town of Paradise and the City of Chico is designated within the Butte County General Plan as a Scenic Highway Corridor. Although construction activities and the presence of construction equipment may create an aesthetic impact, such impact will be temporary and should not be significant. Construction of the main conveyance sewer trunk line within a narrow margin along the south shoulder of the Skyway will necessitate the removal of trees in several areas, but this aesthetic impact is not expected to be significant, since the area is generally characterized by well-forested oak woodland. In addition, a number of trees along the shoulder of the roadway are dead or damaged due to past wildland fires.

Agriculture resources. The vast majority of sanitary sewer lines, laterals and the entire sewer trunk line from the Town of Paradise to the City of Chico are planned to be installed within existing public rights of way owned by the Town of Paradise, Butte County and the City of Chico. There are no prime agricultural lands, no other notable agricultural resources and or agricultural zoning located within the proposed service area. In addition, since the sewer trunk line extending from the Town of Paradise to the City of Chico is not planned to serve any lands between the two municipalities, no conversion of existing grazing land adjacent to the Skyway to non-agricultural use is foreseen as a result of the Project.

Air Quality. A certain amount of fugitive dust will be generated during activities associated with construction of all elements of all phases of the Project. However, this impact is expected to be temporary in nature, since it will not extend beyond Project completion. Dust/erosion control plan(s) developed in accordance with Butte County Air Quality Management District (BCAQMD) Standard Mitigation Measures shall be required to be implemented prior to commencement of and during all phases of construction activities.

Construction could result in a temporary increase in exhaust emissions generated by construction equipment. However, during the period of construction for all phases of the Project, exhaust emissions will be minimized and equipment efficiency will be maximized via

the incorporation of operational procedures and equipment maintenance criteria to minimize any temporary increase in exhaust emissions.

Biological Resources. No known rare, endangered or sensitive plant or animal species or federally-protected wetlands exist within or inhabit the public rights of way within which the Project will be constructed. A biological survey of the +/-8.5 mile-long planned sewer trunk line route within the Skyway public right of way from the Town of Paradise to the City of Chico will be conducted during an appropriate time of year to determine if any sensitive or protected species or habitat would be affected. The findings of the survey will be considered and any recommended mitigation measures will be incorporated into the design of the Project and implemented through all construction phases. Furthermore, since construction activity will occur within existing public rights of way, the Project should not result in any conflicts with any locally-adopted Habitat Conservation Plan.

Construction activities within creeks, drainages or stream channels are not anticipated. In the unlikely event that the Project results in work within waters of the U.S., the Town of Paradise will coordinate with the appropriate agencies (CDFG, CRWQCB, etc.) to obtain any required permits and comply with all terms and conditions of the permits.

It is considered likely that construction of all elements of the Project will result in the felling and removal of mature trees when the location of new sanitary sewer lines, lateral service lines, lift stations and other facilities cannot be adjusted to accommodate retention of the trees. Affected trees would primarily be located along the edges of public street rights of way within the Town of Paradise and along an 8.5 mile-long segment of the south shoulder of the Skyway between the Town of Paradise and the City of Chico. Attempts will be made to retain trees where possible and the actual number of affected trees is not expected to be significant.

Historically and currently, it is common within the service area for mature trees to be removed to accommodate the installation of new and repair of existing on-site septic systems within the service area. Once all phases are completed, the felling and removal of trees to accommodate these repairs and new installations within the service area will no longer be a necessity. This anticipated reduction in tree removal within the service area will more than offset any loss of trees resulting from construction associated with the Project.

Cultural Resources. The Project is located within public rights of way that have been repeatedly disturbed and developed for public street improvements and utilities over many years. No known archaeological or cultural resources exist within these existing public rights of way. Though it certainly appears that there will be no direct impacts on such resources, the possibility exists that such resources could be discovered during subsurface construction activities. As a result of this slight possibility, the Town of Paradise will require all work to stop in the area of any discovery of archaeological or cultural resources until a qualified archaeologist provides an appropriate evaluation of the discovery. Any undisturbed area lying outside of existing public rights of way that will be developed with any element of the Project will first be surveyed by a qualified archaeologist to determine if any resources requiring

protection or evaluation exist in the area. Any recommendations resulting from the survey will be incorporated into the design of the Project and implemented throughout the course of construction activities.

Geology and Soils. The Project is located in an area of relatively low seismic activity and consequently has been accorded a category of low potential earthquake hazard (Fault Rupture Hazard Zones, Division of Mines and Geology, 2007). In addition, the gentle slopes and well-structured, non-expansive, compacted soils within the public rights of way that will embody the new sewer lines and which are underlain with solidified volcanic tuff do not pose a threat of landslides, mudflows or subsidence.

Greenhouse gas emissions. Butte County, within which the Project is located, does not have an established threshold of significance pertaining to GHG emissions. The Project will involve a period of construction activities that will result in temporary criteria air pollutant and exhaust emissions (CO<sub>2</sub> or GHG) within the Project area. During the period of construction for all phases of the Project, any increase in exhaust emissions will be minimized and equipment efficiency will be maximized via the incorporation of operational procedures and equipment maintenance criteria to minimize exhaust emissions which contribute to GHG emissions.

When all phases are complete, the current necessity to periodically pump effluent from septic tanks within the projected service area an average of once every five years will be all but eliminated, thereby reducing the number of vehicle trips by septic pumper trucks to and from the septage receiving station at the Neal Road Recycling and Waste Facility located approximately nine miles from the core of the service area. It is estimated that Project completion would result in approximately 400 fewer one way pumper truck trips (+/-3,600 miles) per year to the septage receiving station, resulting in a corresponding reduction in exhaust emissions that are related to the periodic pumping of septic tanks within the service area for the life of the Project. Therefore, it appears likely that completion of all phases would ultimately result in a significant reduction in the production of GHG gases in the Project area.

Hazards/Hazardous Materials. Other than small volumes of petroleum products (e.g., gasoline, lubricants, solvents, etc.) to operate construction equipment, the Project will not result in the routine transport of hazardous materials. Safety risks to construction workers involved will be minimized by compliance with Occupational Safety and Health Administration (OSHA) standards. Close coordination with local emergency responders and implementation of a Traffic Control Plan will minimize any interference with emergency response plans. In addition, the conventional construction techniques likely to be involved with construction of the proposed Project should not pose health risks associated with explosions or the release of toxic substances.

Hydrology and Water Quality. There are presently over 1,200 onsite wastewater treatment and disposal systems within the Project service area. It is anticipated that completion of all phases will result in the elimination of these on-site systems and an eventual improvement in groundwater and surface water quality in the Project area. Project construction and

conveyance of the wastewater from the service area to the City of Chico Water Pollution Control Plant will provide for a more reliable, regional solution to wastewater treatment for land uses in the service area.

Soil disturbance associated with construction activities will be accompanied by development and implementation of a soils erosion control plan and Best Management Practices (BMPs) for all phases of construction to minimize or eliminate any sedimentation impacts from stormwater runoff.

Sanitary sewer lines will be installed within existing public rights of way. With the possible exception of four lift stations less than 1,000 square feet in size, the creation of additional impervious surfaces is not planned or foreseen. Therefore, the Project would not substantially alter any drainage patterns in the Project area or increase the amount of surface runoff to the extent that drainage problems or flooding would result. In addition, no structures are planned that would impede or redirect the flow of floodwaters.

The influx of the estimated 822,000 gpd of wastewater into the City of Chico Water Pollution control Plant is within the Plant's permitted capacity to safely treat and dispose of wastewater at standards prescribed by the State of California. The plant operates under a Waste Discharge Requirement Permit issued by the CRWQCB. The quality of treated wastewater discharged from the plant into the Sacramento River must meet or exceed the quality of water in the river.

Land Use and Planning. With the exception of four lift stations, all facilities associated with the Project would be located underground. Lift stations will be designed and operated in a manner that will insure compatibility with nearby land uses. Measures to insure compatibility may include fencing, odor control facilities, etc.

The Project is not proposed to be designed or sized to accommodate or contribute to additional housing or population growth beyond that which is currently planned based upon current Town of Paradise General Plan land use and zoning designations. The Project does not require a General Plan amendment or zone change and is not in conflict with any land use or zoning designation. If the availability of sewer service makes it feasible for land to be developed at a higher density than currently planned, then that subsequent project would be subject to the CEQA process and the potential environmental effects would be evaluated at that time.

Mineral Resources. There are no known past or current mineral extraction sites within the Project service area, nor are there any such sites along the alignment of the proposed sewer trunk line extending from the service area within the Town of Paradise to the City of Chico's existing sewer system. It is not anticipated that a project of this magnitude would threaten the availability of any known mineral resource that would be of current or future value to the region. Similarly, no significant use of non-renewable resources is expected as a result of Project construction.

Noise. During the construction phases, noise from construction activities will be present in the immediate area of construction. Noise levels generated during construction will adhere to applicable local, state and federal regulations. Long-term operational noise associated with lift stations will be minimized because lift station equipment will be housed within small structures and or within a fenced area. Actual lift station pumps would be located underground. Stand-by generators would only be used during power outages and would be equipped with appropriate muffling devices.

Population and Housing. Facilities associated with the Project are generally located within existing rights of way and would not result in development or alteration of existing land uses, nor will it displace housing or people, directly or indirectly. As mentioned previously, the Project would not by itself result in unforeseen population growth beyond that which is planned via current Town of Paradise General Plan policy directives, land use and zoning designations. In the event that the availability of sewer service results in a development application requiring a General Plan amendment or property rezone, then the subsequent project would be subject to the CEQA process and any new environmental effects would be evaluated at that time.

Public Services. Services and facilities presently available or potentially available to the Project site include but are not limited to the following:

Access:	Public streets and private roads
Communications:	AT&T Telephone/Comcast Cable Services
Electricity:	Pacific Gas and Electric Company
Public Safety:	Town of Paradise Police and Fire Departments
Recreation:	Paradise Recreation and Park District
Schools:	Paradise Unified School District
Sewage Disposal:	On-site wastewater treatment and disposal systems
Water Supply:	Paradise Irrigation District

Short duration traffic delays and minor congestion may occur during construction activities. Minor utility service interruptions may also occur during the term of construction. Emergency responses by safety services will be given priority clearance and access to all emergency response routes for the duration of construction activities. The Project will not result in an increase in area population beyond that which has been planned through adoption of the Paradise General Plan and the assignment of land use and zoning designations within the Project service area. Accordingly, no changes in local police and fire protection services are anticipated. Further, no increased demand upon local schools or recreational facilities is foreseen as a direct result of the Project.

Recreation. In and of itself, the Project will not result in an increase in population in the service area that has not been planned and evaluated via the adoption of the Paradise General Plan and the resulting assignment of land use and zoning designations. Accordingly, the Project will not directly result in the need for new recreational facilities. Furthermore, the Project will not alter, eliminate, create or prevent access to community park and recreation facilities.

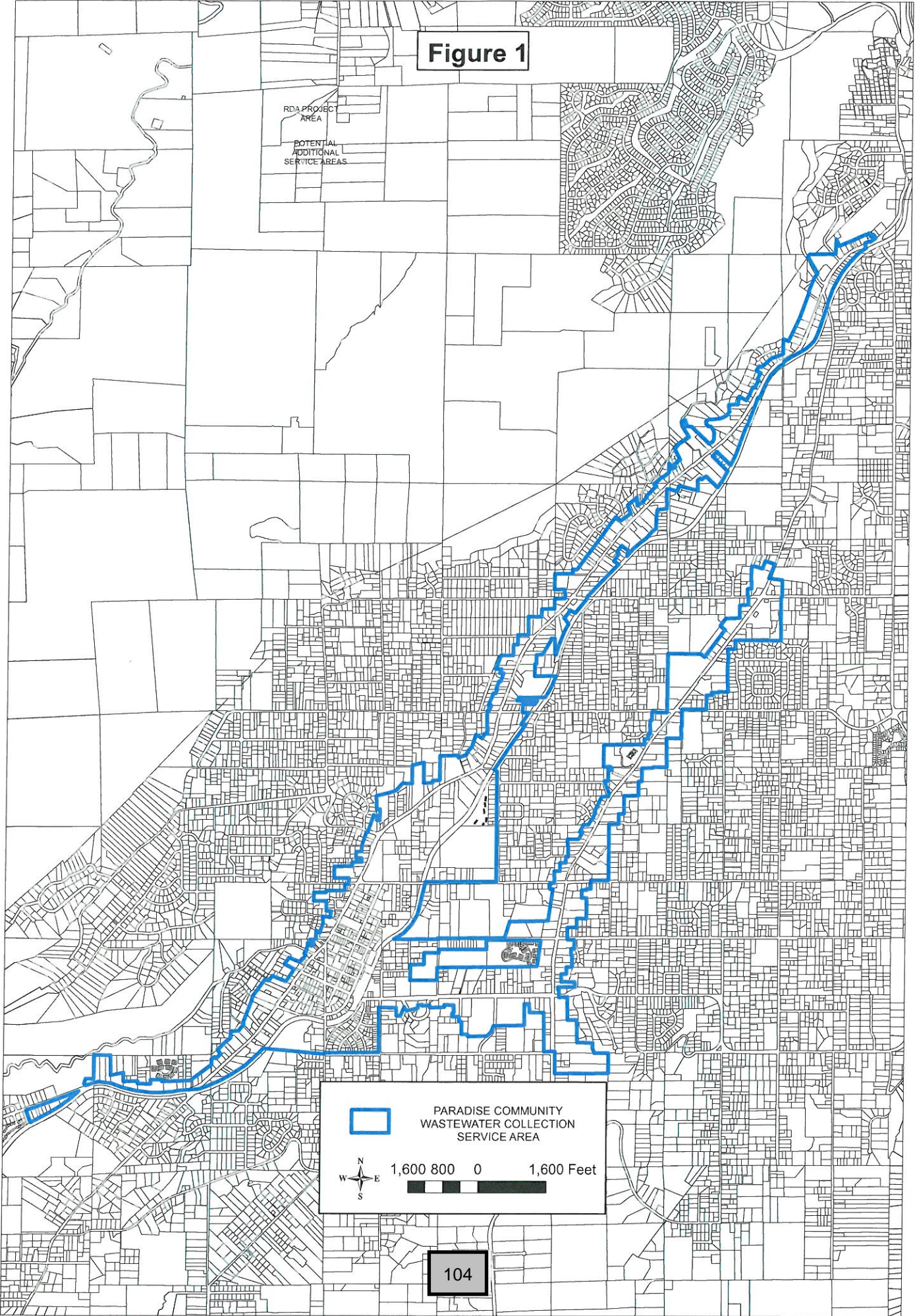
Interruptions to park access may occur, but these will be instances of short duration and will be limited to brief periods during the course of construction.

Transportation/Traffic. Although there may be a need for minor right of way acquisition and temporary construction easements, no new roads or parking facilities are planned as part of the Project design and no roads or parking facilities are planned for elimination. With the exception of the period(s) during active construction, no new long-term vehicle trip increases are expected as a direct result of the Project. However, minor and periodic trip increases associated with construction equipment are expected during the term of construction.

Construction activities in and adjacent to public streets will contribute to temporary traffic congestion and minimal delays. Construction management techniques and detailed traffic control plans will be implemented during the term of construction in order to prevent traffic hazards, insure public safety and to minimize interruptions in the free flow of traffic. Implementation of commonly accepted and carefully implemented construction management techniques and detailed traffic control plans will also reduce any impacts upon existing transit systems to a correspondingly minimal level. As construction phases progress, areas of completed construction will be restored to a condition that functions safely, meets locally adopted road standards and highway safety design standards.

Utilities and Service Systems. The purpose of the Project is to eliminate the need for over 1,200 on-site wastewater disposal systems within the Project service area, properly abandon those systems and replace them with a community sanitary sewer system. With the exception of this new community sewer system, the service area is currently served with electrical, natural gas and water delivery systems that are adequate to accommodate the Project with only minor additions (ex: electrical and water connections to lift stations and pump tanks). Since the Project would result in the construction of an underground sewer system within existing public rights of way, it will result in the development of an insignificant amount of new impervious surfacing that will not contribute significantly to the amount of storm water carried by the local storm drain system. Accordingly, no new storm water drainage facilities will be needed as a result of construction.

Figure 1



RDA PROJECT AREA  
POTENTIAL ADDITIONAL SERVICE AREAS

□ PARADISE COMMUNITY WASTEWATER COLLECTION SERVICE AREA

N  
W — E  
S

1,600 800 0 1,600 Feet



## Figure 2

### DOWNTOWN COMMUNITY CLUSTER SYSTEM Preliminary Opinion of Costs

#### COLLECTION (CHICO) Updated

**Project: Town of Paradise DCCS**

	Quantity	Units	Unit Cost Range		Total Cost Range	
			Low	High	Low	High
<b>Estimated Construction Costs for Conventional Sewer Collection and Conveyance to Treatment (Update Based on Questa Report) and Preliminary Skyway and Clark Road Corridor System 822,000GPD On Lot Facilities</b>						
Pump Existing Septic Tanks <sup>1</sup>	1,206	ea	\$325.00	\$450.00	\$391,950	\$542,700
Abandon Existing Septic Tanks	1,206	ea	\$750.00	\$1,200.00	\$904,500	\$1,447,200
Reroute Building Plumbing as Necessary	1,206	ea	\$400.00	\$600.00	\$482,400	\$723,600
4" Service Lateral (unpaved Area)	30,150	lf	\$30.00	\$40.00	\$904,500	\$1,206,000
4" Service Lateral (paved Area)	30,150	lf	\$50.00	\$60.00	\$1,507,500	\$1,809,000
<b>Collection System</b>						
<b>DRA (From Questa Report)</b>						
12" Gravity Sewer - Zone 1	3,955	lf	\$80.00	\$100.00	\$316,400	\$395,500
8" Gravity Sewer - Zone 2	7,615	lf	\$80.00	\$100.00	\$609,200	\$761,500
8" Gravity Sewer- Deep Trenching - Zone 2	1,870	lf	\$110.00	\$120.00	\$205,700	\$224,400
8" Gravity Sewer - Zone 3	255	lf	\$80.00	\$100.00	\$20,400	\$25,500
3" Pressure Sewer Line - Zone 3	390	lf	\$50.00	\$60.00	\$19,500	\$23,400
Lift Station -Zone 3	1	ea	\$40,000.00	\$50,000.00	\$40,000	\$50,000
Manhole	29	ea	\$5,000.00	\$7,000.00	\$145,000	\$203,000
Clean Outs	7	ea	\$350	\$500	\$2,450	\$3,500
<b>Skyway Corridor</b>						
6" to 12" Gravity Sewer	32,531	lf	\$80.00	\$100.00	\$2,602,480	\$3,253,100
3" Pressure Sewer Line	0	lf	\$50.00	\$60.00	\$0	\$0
Lift Station	0	ea	\$40,000.00	\$50,000.00	\$0	\$0
Manhole	108	ea	\$5,000.00	\$7,000.00	\$542,183	\$759,057
<b>Pearson Corridor</b>						
6" to 12" Gravity Sewer	24,335	lf	\$80.00	\$100.00	\$1,946,800	\$2,433,500
3" Pressure Sewer Line	4,054	lf	\$50.00	\$60.00	\$202,700	\$243,240
Lift Station	2	ea	\$40,000.00	\$50,000.00	\$80,000	\$100,000
Manhole	81	ea	\$5,000.00	\$7,000.00	\$405,583	\$567,817
<b>Clark Corridor</b>						
6" to 12" Gravity Sewer	13,695	lf	\$80.00	\$100.00	\$1,095,600	\$1,369,500
3" Pressure Sewer Line	2,051	lf	\$50.00	\$60.00	\$102,550	\$123,060
Lift Station	1	ea	\$40,000.00	\$50,000.00	\$40,000	\$50,000
Manhole	46	ea	\$5,000.00	\$7,000.00	\$228,250	\$319,550
<b>Equalization</b>						
1,000,000-gal Equalization Tank at Treatment Site	1	ea	\$800,000	\$1,500,000	\$800,000	\$1,500,000
<b>Collection Subtotal</b>					\$13,595,647	\$16,634,123
<b>Contingency @ 25%</b>					\$3,398,912	\$4,158,531
<b>Collection Estimated Cost</b>					<b>\$16,994,558</b>	<b>\$20,792,654</b>
<b>Collection Average Cost</b>					<b>\$18,893,606</b>	
<b>Conveyance</b>						
Conveyance to City of Chico	42,240	lf	\$80	\$100	\$3,379,200	\$4,224,000
<b>Contingency @ 25%</b>					\$844,800	\$1,056,000
<b>Conveyance Estimated Cost</b>					<b>\$4,224,000</b>	<b>\$5,280,000</b>
<b>Conveyance Average Cost</b>					<b>\$4,752,000</b>	
<b>City of Chico Collection and Conveyance</b>					<b>\$21,218,558</b>	<b>\$26,072,654</b>
<b>City of Chico Collection and Conveyance Average</b>					<b>\$23,645,606</b>	

# Figure 3

## Option #2 – City of Chico

### Description

Town Staff have engaged in discussions with the City of Chico to explore the feasibility of connecting the Project Area to the City of Chico Water Pollution Control Plant (WPCP). Under this option, the Town of Paradise would only be responsible for construction and operation of conveyance facilities in the Town limits. A trunk line from the Town of Paradise to the City of Chico, approximately 8 miles west of the current Town Limits would be constructed and connected to the City of Chico municipal sewer system. The Town of Paradise would be responsible for the construction and collection and conveyance of sewage within the Town limits as well as the construction of the conveyance to the connection point in the City system. The Town of Paradise would assume all responsibilities for wastewater operation and maintenance of the conveyance system outside of Chico city limits. The Town of Paradise would become a customer of the City of Chico.

### Estimated Cost

Environmental Analysis (CEQA) and Permitting	\$400,000
Studies and Design	\$1,659,000
Property Acquisition (minor r/w and permitting)	\$ 600,000
Phase IV Collection System (gravity collection)	\$18,900,000
Trunk Line to Chico, 8 miles	\$4,800,000
Construction Administration and Inspection	\$2,370,000
City of Chico Application fee (based on time and materials)	\$50,000
<b>Total</b>	<b>\$28,779,000</b>

Cost/gallon/day = \$35 per gallon/day capacity

Cost/connection = \$35/1,206 = \$23,863 per connection

## Summary, Recommendations and Next Steps

The following steps are recommended in going forward with this project.

1. Explore project funding opportunities for both the conventional municipal and onsite waste dispersal options.
2. Continue coordination with the City of Chico on details of rate structure and relationship to better define the connection, capacity and service fees.
3. Perform a Full Life Cycle Cost Analysis for the selected options.
  - a. This analysis should take construction, operation and maintenance, full infrastructure replacement costs and debt service.
  - b. Use the Tuscan Ridge option as a point of comparison for the City of Chico option to verify that the Chico option is still the best option for the Town in terms of cost.
4. Using the information gathered above, develop a projection of monthly sewer rates for the two options.
5. Prepare a "Preliminary Engineering Report."
6. Prepare documents for State Revolving Fund application.

NorthStar Engineering

  
Dominickus J. Weigel III

March 6, 2012



3 of 3

**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: August 7, 2012**

**Agenda Item 5(a)**

**ORIGINATED BY:** Craig Baker, Community Development Director

**REVIEWED BY:** Chuck Rough, Town Manager

**SUBJECT:** Public Hearing: Planning Commission Recommendation for Town Council Adoption of a Paradise General Plan Land Use Map Amendment and Property Rezone for an Application Identified as PL12-00075 (Grand Sierra Lodge)

**COUNCIL ACTION REQUESTED:** Conduct the duly noticed and scheduled public hearing related to this agenda item. Upon conclusion of this public hearing, adopt the Planning Commission's recommended actions.

**PLANNING COMMISSION RECOMMENDATIONS:** Adopt a **MOTION TO:**

1. Concur with the Planning Commission's decision to adopt the environmental document (negative declaration) prepared for the project under requirements of the California Environmental Quality Act (CEQA); **AND**
2. Concur with the project recommended General Plan land use map amendment and rezone action adopted by the Planning Commission on July 17, 2012, and embodied within Planning Commission Resolution No. 12-03; **AND**
3. Adopt Town of Paradise Resolution No. 12-\_\_\_\_, "A Resolution of the Town Council of the Town of Paradise Adopting a Negative Declaration and Amending the Land Use Map of the 1994 Paradise General Plan (PL12-00075: Grand Sierra Lodge); **AND**
4. Waive the first reading of Town Ordinance No. \_\_\_\_ and read by title only (roll call vote); **AND**
5. Introduce Town of Paradise Ordinance No. \_\_\_\_, "An Ordinance Rezoning Certain Real Properties From "RR-2/3" (Rural Residential, 2/3-Acre Minimum) to a "CS" (Community Services) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL12-00075; Grand Sierra Lodge)"; **OR**

**ALTERNATIVE ACTIONABLE OPTION(S):**

1. Adopt an alternative directive to town staff.

**BACKGROUND:** On March 21, 2012, project applicants Bill and Ann Martin filed a formal application requesting town approval of a Paradise General Plan land use designation amendment from "RR" (Rural Residential) to "CS" (Community Services) and a property rezone from Rural Residential, 2/3-acre minimum (RR-2/3) to "CS" (Community Services) zoning.

The purpose of the proposed application is to establish a Paradise General Plan land use designation and zoning district that facilitates the establishment of a single-story, 19,972 square foot Community Care (assisted living) facility accompanied by an on-site paved parking facility containing twenty parking spaces, an engineered on-site wastewater treatment and disposal system, a subsurface storm water detention system, driveway access connecting to Pentz Road and on-site landscaping.

Pursuant to the Town's zoning ordinance regulations, a conditional use permit is required to establish a community care facility in Town-assigned zoning districts. Accordingly, the project developer included a conditional use permit application with project application materials submitted to the Town.

Due to the design of the project relative to building coverage and impervious coverage limitations in the RR-2/3 zoning district, the project developer has also included the application requesting a General Plan amendment/property rezone from the current RR-2/3 zoning to a land use designation and zoning of Community Services (CS).

Construction and installation of proposed project improvements will result in the felling and removal of approximately thirteen pine, fir and oak trees large enough to be subject to the issuance of a Town of Paradise tree felling permit. Accordingly, the project applicants also included a completed tree felling permit application with other project application materials.

The proposed hours of operation for the community care facility are twenty-four hours per day, seven days per week, including holidays. The estimated maximum number of employees in the proposed complex is five during the day shifts and two overnight, for a total of twelve employees. The estimated maximum number of clients expected to be cared for at the facility is thirty.

The project applicant is proposing to establish contemporary architectural building design using stone accents, exposed heavy wood support beams, architectural roofing materials and earth-toned exterior colors. Please refer to the proposed project site plan, building elevations and floor plan.

In consideration of the existing pattern of zoning classifications and land uses in the area, the Town Planning Director, on behalf of the Town of Paradise, recommended an expansion of the

request for a land use and zoning designation change to the Planning Commission to include one other abutting parcel currently zoned RR-2/3. This abutting parcel is presently developed with the facilities of the Paradise Ridge Southern Baptist Church. It was also the opinion of the Planning Commission that the established land use and substantial improvements on the 4.16 acre site developed to accommodate religious assembly would benefit from a change from the current residential zoning to a zoning classification that is more accommodating for such land uses. If approved, the expanded property rezone would consist of a 5.82 acre land area comprised of the Grand Sierra Lodge project site and the adjacent church property. There are no current plans to expand the existing church facilities.

The Grand Sierra Lodge General Plan amendment and property rezone application was thoroughly evaluated by town staff in the context of its associated development project and duly noticed for a public hearing before the Planning Commission during its meeting of July 17, 2012, for purposes of securing an advisory recommendation to be subsequently presented to Town Council.

Upon the conclusion of the public hearing, the Planning Commission publicly concurred with staff's analysis of the Paradise General Plan amendment and property rezone application as presented and recommended. Subsequently, they adopted Planning Commission **Resolution No. 12-03**. A copy of the Planning Commission adopted resolution document is attached for your review and consideration.

**DISCUSSION:** The attached Planning Commission resolution document recommends Town Council adoption and assignment of specific Paradise General Plan land use designation and rezone of certain real properties. Attached with this council agenda summary for consideration, possible adoption and introduction respectively by the Town Council, are copies of the aforementioned Town of Paradise resolution document and a zoning ordinance document, both of which reflect the Planning Commission's recommended actions.

Lastly, for your convenience, town planning staff has also generated and attached other information materials related to this agenda item.

**FINANCIAL IMPACT:** Adoption of this Paradise General Plan amendment will result in some minimal cost (\$50-\$75) to the town related to future printing of an amended 1994 Paradise General Plan land use map. The town incurs no direct costs with the first reading and introduction of the zoning ordinance.

Attachments

**ATTACHMENTS  
FOR  
GRAND SIERRA LODGE GENERAL PLAN AMENDMENT/REZONE**

1. Published public hearing notice for the August 7, 2012 Town Council hearing
2. Project vicinity map
3. List of property owners notified of the September 7, 2012 Town Council hearing
4. Excerpt of draft minutes from the July 17, 2012 Planning Commission meeting
5. Planning Commission Resolution No. 12-03, adopted July 17, 2012
6. Initial study and negative declaration prepared for the Grand Sierra Lodge project
7. Town of Paradise Ordinance No. \_\_\_\_\_, "An Ordinance Rezoning Certain Real Properties From "RR-2/3" (Rural Residential, 2/3-Acre Minimum) to a "CS" (Community Services) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL12-00075; Grand Sierra Lodge)"
8. Town of Paradise Resolution No.\_\_\_\_\_, "A Resolution of the Town Council of the Town of Paradise Adopting a Negative Declaration and Amending the Land Use Map of the 1994 Paradise General Plan (PL12-00075: Grand Sierra Lodge)"
9. Set of Grand Sierra Lodge project plans (five 24" x 36" sheets)

TOWN OF PARADISE

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REZONING CERTAIN REAL PROPERTIES FROM "RR-2/3" (RURAL RESIDENTIAL, 2/3-ACRE MINIMUM) TO A "CS" (COMMUNITY SERVICES) ZONE PURSUANT TO PARADISE MUNICIPAL CODE SECTIONS 17.45.500 ET. SEQ. (PL12-00075: GRAND SIERRA LODGE)**

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

**SECTION 1.** The hereinafter described real properties situated in the Town of Paradise, State of California, shall be and are hereby zoned "CS" (Community Services) as described in Chapter 17.26 of the Paradise Municipal Code and such land area shall be subject to the restrictions, restricted uses and regulations of such chapter. The real properties so zoned are located at 6975 and 6983 Pentz Road in the Town of Paradise, and are more particularly identified as AP Nos. 050-082-023 and 050-082-105.

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

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**ORDINANCE NO. \_\_\_\_**

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this \_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

\_\_\_\_\_  
Steve "Woody" Culleton, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Joanna Gutierrez, Town Clerk

**APPROVED AS TO FORM:**

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



## TOWN OF PARADISE

NOTICE IS HEREBY GIVEN by the Town Council that a public hearing will be held on Tuesday, August 7, 2012 at 6:00 p.m., or as soon thereafter as possible, in the Town Hall Council Chambers, 5555 Skyway, Paradise, California, regarding the following matter:

a. **Item for which an environmental document (negative declaration) has been prepared:**

**GRAND SIERRA LODGE (PL12-00075):** Town Council consideration of a Planning Commission recommendation for a proposed General Plan amendment/rezone application proposing the assignment of a Community Services (CS) land use designation and zoning for a vacant 1.66 acre property proposed to be developed with a 19,972 square foot community care facility and an adjacent 4.16 acre property currently developed for religious assembly purposes. The subject properties are currently designated and zoned Rural Residential (RR) and Rural Residential-2/3 acre minimum (RR-2/3), respectively. The subject parcels are located at 6975 and 6983 Pentz Road in Paradise and are further identified as Assessor parcel numbers 050-082-023 and 050-082-105.

The project file is available for public inspection at the Town of Paradise, Development Services Department, Paradise Town Hall. If you challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Town Council at, or prior to, the public hearing. For further information please contact the Development Services Department (planning division), Paradise Town Hall, 5555 Skyway, Paradise, CA (530) 872-6291, ex. 111.

Joanna Gutierrez  
Town Clerk

EXHIBIT "A"



<b>APPLICANTS: BILL AND ANN MARTIN</b>		<b>6975 and 6983 Pentz Road</b>
<b>OWNERS: JAY AND JOYCE POWELL</b>		
<b>REQUEST:</b> General Plan amendment/rezone application proposing the assignment of a Community Services (CS) land use designation for a vacant 1.66 acre property and an adjacent 4.16 acre property currently developed for religious assembly purposes.		
<b>Existing General Plan designation: RR</b>	<b>Proposed General Plan designation: CS</b>	<b>FILE NO. PL12-00075</b>
<b>ASSESSOR PARCELS: 050-082-023 and 050-082-105</b>		<b>HEARING DATE: 8/7/12</b>

APN	Owner	Owner Add	CityStZIP
050-052-057-000	DORSEY PATRICIA A		PARADISE CA 95969
050-052-056-000	BUJOR GREG & MELISSA		PARADISE CA 95969
050-052-046-000	DICKSON RAY FAMILY REVOCABLE TRUST		SANTA CLARA CA 95051
050-052-051-000	ELDER CHARLES A & BARBARA DUNIVAN		PARADISE CA 95969
050-052-050-000	GADBURY FAMILY TRUST		PARADISE CA 95969
050-430-008-000	WALL JIM & SHIRLEY FAMILY TRUST		PARADISE CA 95969
050-052-047-000	OSTRANDER SANDRA F TRUST		PARADISE CA 95969
050-082-023-000	POWELL JAY & JOYCE FAMILY TRUST		PARADISE CA 95969
050-082-102-000	SELBERG JON		VISALIA CA 93277
050-082-104-000	MCALEXANDER ROBERT & CLAUDEAN		DOBBINS CA 95935
050-430-001-000	HOOPER FAMILY TRUST		PARADISE CA 95969
050-082-093-000	SELBERG JON A		PARADISE CA 95969
050-430-002-000	WESTRA EARL H & FRANCES FAMILY TRUST		DOBBINS CA 95935
050-430-003-000	DAY RUSSELL A & D SHARON TRUST		PARADISE CA 95969
050-082-105-000	PARADISE RIDGE SOUTHERN BAPTIST CHURCH		PARADISE CA 95969
050-082-095-000	FREDERICK GAIL T REVOCABLE LIVING TRUST		PARADISE CA 95969
050-120-004-000	HEGENBART PAUL A & JULIE R		PARADISE CA 95969
050-120-003-000	HUSS RENEE M		PARADISE CA 95969
050-120-126-000	CHRISTIANSON ROY R		MAGALIA CA 95954
050-120-124-000	BASS MARVIN K & CONNIE L		PARADISE CA 95969
050-082-017-000	COVERT REVOCABLE INTER VIVOS TRUST		PARADISE CA 95969
050-082-018-000	CHRISTIAN CHURCH OF PARADISE		PARADISE CA 95969
050-120-050-000	ENGLANT LISA A		PARADISE CA 95969
050-082-058-000	ANDERSON CARL D & GRETCHEN L		PARADISE CA 95969
050-082-059-000	SMITH RUSSELL W & EVELYN M REV LIVING TR		PARADISE CA 95969
050-082-048-000	HARRIS DAVID		PARADISE CA 95969
050-082-103-000	SEELEY TIMOTHY C & ANNE M ETAL		PARADISE CA 95969
050-082-107-000	FREDERICK GAIL T REVOCABLE LIVING TRUST		SANTA ROSA CA 95405
050-120-046-000	JONES REVOCABLE LIVING TRUST		WALNUT CREEK CA 94596
050-120-047-000	SUIHKONEN OWEN V & PHYLLIS K		BAKERSFIELD CA 93309
050-082-088-000	RIESS KAZUKO		PARADISE CA 95969
050-082-089-000	REISCHMAN JOHN D ETAL		SAN BERNARDINO CA 92404
050-082-087-000	GARCIA MARTIN & TELMA		PARADISE CA 95967
			CHICO CA 95928

APN	Owner	Owner_Add	CityStZIP
050-052-056-000	BUJOR GREG & MELISSA		PARADISE CA 95969
050-052-044-000	HUGHES ROBERT A & SHIRLEY R REV LIVING TRUST		PARADISE CA 95969
050-052-035-000	MANSON RICHARD R III & JENNIFER L		PARADISE CA 95969
050-052-036-000	HUNTER TRUST		CLARSTON MI 48348
050-052-048-000	VANDUZER VERNE & BETTY F		PARADISE CA 95969
050-052-046-000	DICKSON RAY FAMILY REVOCABLE TRUST		SANTA CLARA CA 95051
050-052-051-000	ELDER CHARLES A & BARBARA DUNIVAN		PARADISE CA 95969
050-052-050-000	GADBURY FAMILY TRUST		PARADISE CA 95969
050-110-029-000	NOBLE FAMILY TRUST ESTATE		DURHAM CA 95938
050-052-049-000	KLAVES FAMILY TRUST		PARADISE CA 95969
050-430-008-000	WALL JIM & SHIRLEY FAMILY TRUST		PARADISE CA 95969
050-052-047-000	OSTRANDER SANDRA F TRUST		PARADISE CA 95969
050-082-023-000	POWELL JAY & JOYCE FAMILY TRUST		PARADISE CA 95969
050-082-102-000	SELBERG JON		VISALIA CA 93277
050-082-104-000	MCALEXANDER ROBERT & CLAUDEAN		DOBBINS CA 95935
050-430-001-000	HOOPER FAMILY TRUST		PARADISE CA 95969
050-082-093-000	SELBERG JON A		PARADISE CA 95969
050-430-002-000	WESTRA EARL H & FRANCES FAMILY TRUST		DOBBINS CA 95935
050-082-105-000	PARADISE RIDGE SOUTHERN BAPTIST CHURCH		PARADISE CA 95969
050-082-095-000	FREDERICK GAIL T REVOCABLE LIVING TRUST		PARADISE CA 95969
050-120-004-000	HEGENBART PAUL A & JULIE R		PARADISE CA 95969
050-120-003-000	HUSS RENEE M		PARADISE CA 95969
050-082-103-000	SEELEY TIMOTHY C & ANNE M ETAL		MAGALIA CA 95954
			SANTA ROSA CA 95405

050-082-047-000  
050-082-049-000

HEWSTON LES & ENID  
GRANADOS HAROLD & MARLENE LIVING TRUST



PARADISE CA 95969  
SONORA CA 95370

Paradise Unified School District  
6696 Clark Road  
Paradise, CA 95969

~~Paradise Irrigation District  
P.O. Box 2409  
Paradise, CA 95967-2409~~

Paradise Recreation & Park Dist.  
6626 Skyway  
Paradise, CA 95969

Paradise Ridge Chamber of  
Commerce  
5550 Skyway  
Paradise, CA 95969

Paradise Board of Realtors  
6178 Center Street  
Paradise, CA 95969

Paradise Downtown Business  
Association  
c/o Fir Street Gallery/Pam Funk  
6256 Skyway  
Paradise, CA 95969

Butte County Planning  
Courier

Paradise Cemetery District  
980 Elliott Road  
Paradise, CA 95969

Butte Co. Air Quality Mgmt. Dist.  
629 Entler Ave., Suite 15  
Chico, CA 95928

Butte Environmental Council  
116 W. 2<sup>nd</sup> Street #3  
Chico, CA 95928

Pacific Gas & Electric  
Laird Oelrichs, Land Agent  
350 Salem St.  
Chico, CA 95928

Paradise Irrigation Dist.  
6332 Clark Road  
Paradise, CA 95969

Bill & Ann Martin  
[Redacted]  
Paradise, CA 95969

Rancho Engineering  
5550 Skyway  
Paradise, CA 95969

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**EXCERPT OF DRAFT PLANNING COMMISSION MEETING MINUTES**  
**REGULAR MEETING – 6:00 PM – July 17, 2012**

**4. CONTINUED PUBLIC HEARING**

- 5a. Community Development Director Baker reported to the Planning Commission regarding the GRAND SIERRA LODGE General Plan Amendment/Property Rezone (PL12-00075), Conditional Use Permit (PL12-00073) and Tree Felling Permit (PL12-00074) applications seeking site development design and site improvement/building construction approval from the Town of Paradise to authorize the development of a vacant 1.66 acre property with a 19,972 square foot assisted living facility consisting of one single story building containing thirty bedrooms, along with related site improvements on property located at 6983 Pentz Rd, Paradise, AP No. 050-082-023. An adjacent property (AP No. 050-082-105) currently developed for religious assembly purposes is also recommended to be rezoned to better accommodate and recognize the existing land use. Staff recommended approval of Resolution No. 12-03, a Resolution of the Paradise Planning Commission recommending Town Council adoption of a Paradise General Plan Land use Map Amendment for the development project and the church.

It was staff's recommendation that the project be approved as conditioned and displayed a power point and discussed the drainage system and floor plan for the 30 room facility and referenced a memo received from Planning Commissioner Clarkson.

Commissioner Grossberger questioned the traffic ingress and egress to the facility, and Mr. Baker clarified that the proposal is to make travel through the facility one-way only, with one driveway for entrance and one for exit only. Commissioner Grossberger stated that she doesn't see a kitchen facility in the plan and is assuming that meals have been taken into consideration with regard to water usage. Mr. Baker confirmed that the engineered septic system has taken the kitchen into account and has twice the needed capacity rather than providing replacement area. Grossberger also asked what will Pentz Road look like by Apple View Way, and Mr. Baker informed that, as recommended to be conditioned, street improvements for the project will include a deceleration and acceleration area.

Commissioner Zuccolillo asked if the traffic count triggered the acceleration and deceleration lanes. Mr. Baker stated that the traffic volume did not trigger the lanes, but it makes sense to accommodate turning in and out, though traffic volume generated by this type of project is typically low.

Commissioner Clarkson confirmed the deceleration lane is southbound; Apple View located opposite the northeast corner of the project; and was there any concern about vehicles exiting Apple View Lane. Mr. Baker stated that the proposed design does not necessarily constitute an offset intersection; anticipated traffic volumes didn't generate a concern on the part of Town engineering staff with regard to Apple View Lane.

Chair Bolin asked if the tree permit is the only condition with an expiration date. Mr. Baker indicated yes, but that time extensions are available.

Commissioner Grossberger inquired about TR-1/3 zoning of property north of the site. She indicated that residential development of the project site may well include a rezone application to TR-1/3 and the creation of several residential building sites.

Chair Bolin stated that 1/3 acre parcels are almost impossible to accommodate sewage disposal and Mr. Baker stated that vacant parcels would have to be 1/2 acre minimum for a total of three possible sites.

Chair Bolin opened the public hearing at 6:37 pm.

Speaking in favor of the proposed project:

1. Bill Martin, WLM Construction, stated that the property is owned by a trust, introduced the project engineers and the project arborist. He also thanked the Planning Commission for their consideration of the project.
2. Ann Martin thanked the Planning Commission for the previous continuance and explained that the continuance provided an opportunity to re-design and improve the project.

Commissioner Grossberger asked questions about what would happen during transition. Project engineers Jerrod Holiday and Frank Sands explained there would be minor grading at the rear of the project; the septic lines in contour; grass will come back in as it is now, and discussed the cut that will occur for a 4' retaining wall to uphold the easement.

Community Development Director Baker explained that the easement to the north is no longer part of the project design, that the fire access will be paved, so dust will not be an issue and that solid waste haulers will not be traveling along the fire lane.

Engineer Frank Sands further explained the fire access and confirmed that it cannot be used for parking or any vehicles. He also discussed septic flows, that they used the actual flow from care facilities to determine daily flows per bed and interpolated that data into the calculations for this project. Engineer Jason Holiday stated that the Town's onsite approval is for 3,480 gallons per day and that this facility will generate approximately 2,400 gpd including the kitchen. He also discussed how storm water from



the project's hard surfaces will all be conveyed into subsurface detention and then to Pentz Road.

Speaking against the proposed project:

1. Charles Elder stated he lives on Mulberry on the corner, questioned the deceleration lanes as he thinks the speeds on that road are much higher than 35 mph. He also expressed concern about ingress and egress being adequate.

2. Gerald Gadbury, stated that he lives on Mulberry on the second lot and is concerned about two things: (1) Drainage: He is concerned that the water will not flow as planned; and, (2) Pentz Road is so narrow two people cannot walk side by side and by the road; he indicated that there doesn't seem to be enough room for deceleration and acceleration.

Commissioner Jones asked about the area that is currently the ditch outside and how much wider will it become?

Engineer Sands stated that it will be widened to the Town Engineer standards, 10' lanes.

Commissioner Jones asked if that meant 10' of additional pavement and Engineer Sands stated that asphalt will be added. Grossberger stated that is covered in Condition #10.

Community Development Director Baker stated that the right-of-way width is probably about 60 feet; the area between the existing pavement edge and the front project site boundary scales to about 20', that the majority of this area will be improved for traffic safety and that the design of final street improvement plans is subject to Town Engineer approval.

Commissioner Jones noted that the CalTrans standard for deceleration areas is 12', implying that 20' of shoulder width was adequate. Commissioners discussed that the project will result in some improvement for pedestrians.

Community Development Director Baker noted that one of the reason staff was not recommending full frontage improvements (requiring a sidewalks) is that such an improvement would result in a short sidewalk where none other exists nearby on the west side of Pentz Road.

Commissioner Bolin asked if the lanes could be extended to Kingdom Court and Mr. Baker stated that the frontage improvement plans have not been finalized and that could be included.

3. Pastor Sorenson stated that the Church on Kingdom Court has a fire hydrant that he thinks will probably have to be moved if the ingress and egress to the project is changed to accommodate longer lanes and stated

he is also concern about the enormous amount of water that accumulates at times at 6955 Pentz Road, not just affecting Kingdom Court.

Engineer Holiday stated that they would look at street improvement designs extending beyond the project frontage based on the requirements of the Town Engineer; CDD Director Baker informed the Planning Commission that the fire hydrant referred to appears to be out of the right of way on the church property.

Commissioner Jones stated that she would like to see the lanes extended. Commissioner Grossberger asked if the church would be responsible for any additional cost of the lane extension and Mr. Baker stated that the work would be confined to the right-of-way and the project applicant would be responsible for the cost of required street improvements.

4. Sandy Ostrander stated that she is the third property owner on Mulberry Lane, that she is concerned about the number of employees required at the facility that will create traffic in addition to the garbage and delivery trucks and, that she will be at the end of the drainage for the project and is concerned about the impact on her leach lines. Ms. Ostrander also stated she would like the Rural Residential zone kept and is also concerned about noise from the facility that would impact her property value.

5. John Selberg stated that he lives down slope from the project site and is concerned about failure of the leach field and there are leach lines in the area that have failed.

Engineers Holiday and Sands explained that the type of system proposed was designed as a closed system similar to what is used at Feather River Hospital and that the system is oversized by a factor of two. Commissioner Zuccolillo noted that if one field fails, the other field is sufficient in size to handle wastewater while the failure is addressed.

Commissioner Clarkson asked how the per bed usage was calculated, was it an average of other facilities or was a maximum used.

Engineer Sands explained that they used winter monthly water records (to factor out landscape water) from both Paradise Irrigation District and the City of Chico for a three month time period for facilities such as the one proposed and came up with a 54 gallon per day per bed average with a 1.5 factor applied.

Commissioner Grossberger asked if adjoining properties would be taking on any excess drainage.

Community Development Director Baker stated that he thinks it is fair to state that this project may actually decrease drainage onto other adjoining parcels.

6. Lucy Vettie stated that she attends the church in the area and is speaking in favor of the project as she thinks will be a beautiful facility and an enhancement to the community.

Commissioner Grossberger asked Commissioner Clarkson if the concerns he expressed in his memo were addressed. Commissioner Clarkson explained that his concern manifested language in the Safety Element of the Town's General Plan, and would like to discuss if it would be prudent to require installation of cameras to protect this type of unguarded facility.

Commissioner Bolin asked is this was something the Town could require. Staff stated that it could be, but has never been required by the Town in the past with a use permit to his knowledge.

7. Ann Martin stated that the safety of the residents is of the utmost importance and explained the various state agencies that have oversight for the licensing of these facilities, that she felt it was best to defer security issues to State agencies and that privacy standards are also addressed by the State licensing boards. She indicated that lighting must be designed carefully to accommodate comfort of the residents.

Commissioner Clarkson stated he is more concerned about security cameras and would like to discuss the subject further.

8. Ann Martin stated that there is a trend for establishing these types of facilities in smaller communities because the facility will be smaller and easy to monitor the safety of the residents

9. Pastor Sorenson stated there is a element that will not be stopped by security cameras and that they have security lighting at the church. He further stated that the hope we don't become a police state or a police community.

10. Bill Martin stated that the purpose of the floor plan was to show there is room for the thirty bedrooms and that there is enough square footage to accommodate other needs of the facility, such as the kitchen and laundry.

11. Jim Harding stated that his experience building is that 50-70% of the flow actually hits the fields, that this facility is proposing a "Mercedes" system, that the engineers have a good reputation, and the Town has high standards for the disposal of wastewater.

Chair Bolin closed the public hearing at 7:35 p.m.

Commissioner Zuccolillo stated that his concern is with the rezone in the event that this plan does not go through for this type of facility and asked if the project could be approved with a variance instead of a zone change to CS.

Community Development Director Baker stated that a variance is only appropriate and legally defensible if a physical characteristic of the property prevents use and enjoyment of the property as others in the area with the same RR-2/3 zoning.

Commissioner Jones stated that all of her questions have been answered; that the project seems to be a good one that is very well planned; and, would like to see the acceleration/decelerations lanes extended beyond the project frontage.

Commissioner Clarkson stated that this will be a beautiful facility that fits into our community and appreciates the work and preparation of the developers.

Commissioner Grossberger stated that she appreciates and recognizes the safety and privacy concerns, and also the concerns of a police state mentioned by Pastor Sorenson; that she doesn't want to be monitored as a volunteer working at a facility and doesn't think security cameras are a deterrent to crime; recognizes the State oversight of these types of facilities; and stated that the medical facility established on Bille Road Extension is an example of a successful project and that none of the concerns expressed by the neighbors manifested. Commissioner Grossberger further stated that she thinks a empty lot might be more of a draw for a criminal element.

Commissioner Bolin stated that he would like to see the acceleration/deceleration lanes extended to Kingdom Court and would like to see the septic tanks in the back shielded from public view.

Community Development Department Director Baker stated that the most recent amendment to the Town's Onsite Manual for treatment of wastewater requires screening and landscaping for these types of above-ground treatment systems.

Commissioner Zuccollilo asked if a condition could be added that these entitlements remain strictly for a senior facility so that it doesn't turn into another type of care facility.

12. Bill Martin stated that he understands Commissioner Zuccollilo's concern is specific to potential establishment of a drug and alcohol treatment center.

Community Development Director Baker indicated that a condition could be added with language such that occupancy of the facility shall be primarily comprised of the elderly or infirm and shall not include any drug recovery services.

13. Ann Martin stated that she would not want any condition that would interfere with an elderly person on medication with a need for intervention services.

Community Development Director stated that, under State law, certain drug recovery facilities housing six or fewer persons are permitted by State law in all zoning districts statewide.

**ITEM 4a:** The MOTION by Jones, seconded by Grossberger to adopt the findings 1-6 recommended by staff and (1) Adopt Planning Commission Resolution No. 12-03, recommending Town Council approval and adoption of a new Community Services (CS) General Plan land use designation and new Community Services (CS) zoning to be assigned to certain real properties within the Town of Paradise; (2) To approve the proposed Grand Sierra Lodge use permit and tree felling permit applications (PL12-00073 and PL12-00074) subject to conditions as recommended by staff and directed staff to see that street improvement plans include an acceleration lane extending south from the site as deemed feasible by the Town Engineer.

**COMMISSION VOTE:** Ayes of Commissioner James Clarkson, April Grossberger, Jody Jones, Michael Zuccolillo and Greg Bolin, Chair. NOES: None. ABSENT: None. ABSTAIN: None.

#### **FINDINGS FOR APPROVAL**

1. Find that, as conditioned, the proposed project could not have a significant effect on the environment and adopt the negative declaration prepared by staff for the Grand Sierra Lodge project.
2. Find that the project, as conditioned, is consistent with the requested Community Services land use designation and is consistent with the development goals, objectives and policies of all applicable General Plan elements.
3. Find that the project, as conditioned, is compatible with surrounding land uses and would not be detrimental to the health, safety and general welfare of the residents of the Town of Paradise.
4. Find that the project, as conditioned, will not detrimentally effect existing plant and animal life in the project vicinity for the following reasons:
  - a. The project is located within an area that has been altered from its natural state by long-established agricultural, community service and residential land uses and supporting infrastructure;
  - b. No known outstanding wildlife habitat exists in the immediate project vicinity;
  - c. No known rare or endangered plants exist in the immediate project vicinity.

5. Find that the Grand Sierra Lodge tree felling permit application meets the criteria for conditional tree felling permit approval as outlined within PMC Section 8.12.090 because the proposed tree felling activity is necessary to accommodate the establishment of the proposed development project.

6. Find that the proposed tree felling activity, as conditioned, is consistent with applicable Town zoning regulations regarding commercial timber harvesting.

### **GENERAL CONDITIONS**

1. If any land use for which a use permit has been granted and issued is not established within three years of the use permit's effective date, the use permit may become subject to revocation by the Town of Paradise.

2. Unless otherwise noted, it shall be the sole responsibility of the project developer to implement, monitor and fulfill the requirements of all conditions assigned to this use permit.

3. All work within the Pentz Road public right of way is subject to Town issuance of an encroachment permit, which will require that the contractor be properly licensed and bonded with the Town of Paradise.

4. Establish and maintain on-site parking facilities and pavement markings in accordance with all town parking ordinance regulations and the requirements of the Town Engineer.

5. Outside light fixtures associated with the project shall be designed to not exceed a height of sixteen feet above finished grade and shall be shielded to prevent the direct projection of light onto adjoining and nearby properties.

6. If any archaeological resources are uncovered during project construction activities, all work shall stop in the area of the find until a qualified archaeologist provides an appropriate evaluation of the discovery.

7. Minor changes to the interior and/or exterior design of the project may be approved administratively by the Town Planning Director upon submittal of a written request for such changes, if the requested changes are consistent with the overall intent of the project and its approval action. Any requested changes deemed by the Planning Director to be major or significant shall require a formal use permit modification review and the payment of the appropriate processing fees.

8. Pay development impact fees prior to issuance of building permits for project construction in accordance with Paradise Municipal Code requirements.

## **CONDITIONS TO BE MET PRIOR TO THE ISSUANCE OF A BUILDING PERMIT**

### **ROADS AND ACCESS**

9. Submit and secure Town Engineer approval of six (6) copies of design plans for the construction of public street improvements along the Pentz Road frontage of the site in accordance with the requirements of the Town Engineer. Pay appropriate fees, provide the appropriate bonds and insurance certificates, obtain town issued encroachment permit and construct all design-approved work in the right of way (including driveway approach and utility connections). All design features shall meet ADA requirements, Town ordinances, accepted engineering standards and the requirements of the Town Engineer. Street frontage and driveway improvement plans must be approved PRIOR to the construction or installation of the required facilities.

10. If deemed necessary by the Town Engineer, deed sufficient right-of-way along project frontage of Pentz Road to the Town of Paradise to provide a minimum of 2.5 feet clear public right-of-way behind new or existing street improvements.

### **DRAINAGE**

11. Provide a final design solution for drainage per requirements of the Town Engineer and the INTERIM DRAINAGE DESIGN GUIDELINES prepared April 2, 1998. Drainage facilities shall be designed in a manner that provides for the establishment of all necessary drainage improvements to accommodate existing and additional project induced drainage flows without generating any off-site adverse effects.

### **SANITATION**

12. Complete the requirements of the Town Onsite Sanitary Official concerning application, final system design, and issuance of permit approvals for installation of a sewage treatment and disposal system improvements to serve all proposed facilities. Provide evidence thereof to the Town Development Services Department (building safety division).

### **SITE DEVELOPMENT**

13. Submit three (3) copies of a detailed engineered site development and improvements plan showing all project improvements and facilities as proposed and required. Plans shall be prepared by a registered civil engineer (including final parking facility design and site drainage design) and submitted to the Public Works Department (engineering division) for review and approval. Pay required site plan checking fee. Construction and drainage improvement plans must be approved PRIOR TO CONSTRUCTION or installation of the required facilities.

14. Provide directional signs and pavement markings requiring one-way traffic flow for the on-site parking facility in a manner deemed satisfactory to the Town Engineer. Signs and markings shall designate the south driveway encroachment as an entry only and the north driveway as an exit only.

15. Show all easements of record on the site development and improvements plan as well as a fifty-foot building setback line measured from the centerline of Pentz Road. Show a minimum 25-foot setback between storm drainage facilities and leach fields (primary and replacement).

16. Apply for and secure Town issuance of a grading permit satisfying all Engineering Division requirements and the current town adopted edition of the Uniform Building Code. Pay applicable grading permit fees per current fee schedule.

17. Properly abandon or relocate any easements that conflict with the design of the project.

18. Submit a detailed storm water pollution prevention plan (SWPPP) to the State Regional Water Quality Control Board (along with the appropriate filing fee). Provide a copy of this approved plan to the Town of Paradise prior to initiation of grading activities.

19. Submit a detailed soil erosion prevention plan to the Town Public Works Department for approval by the Town Engineer PRIOR to the start of any earthwork. Show all erosion control devices and sedimentation basins required by Paradise Municipal Code Section 15.04.280.

20. Submit a detailed dust emissions control plan to the Town Public Works Department for approval PRIOR to the start of any earthwork.

21. Meet the requirements of the Town Building Official/Fire Marshal regarding submittal of construction plans, interior automatic fire sprinkler plans, building permit applications, and all applicable Town adopted construction and fire code requirements.

#### FIRE PROTECTION

22. Meet the project requirements of the building safety services division development review comments/conditions dated May 30, 2012 that are required to be fulfilled prior to the issuance of a building permit and any revisions thereto on file with the Town Development Services Department.

#### WATER

23. Meet all requirements of the Paradise Irrigation District () in accordance with written project review comments received from staff



dated March 22, 2012 and any revisions thereto on file with the Town Development Services Department. Provide material evidence of having fulfilled this condition to the Town Development Services Department (building safety division).

**CONDITIONS TO BE MET PRIOR TO FINAL BUILDING INSPECTION AND CERTIFICATES OF OCCUPANCY**

**ROADS AND ACCESS**

24. Construct and install required project site frontage improvements in accordance with approved frontage improvement plans

25. Submit reproducible "as-built" improvement plans for Pentz Road street improvements.

**SITE DEVELOPMENT**

26. Construct all necessary site, drainage, access, wastewater treatment/disposal and other facilities improvements as required by the Town Engineer and the Town Onsite Sanitary Official. All construction shall be in conformance with generally acceptable engineering and construction practices.

27. Submit landscaping plans and application fee to the Development Services Department (planning division) in accordance with Paradise Municipal Code requirements. **IMPORTANT NOTE:** No final building inspection or occupancy shall be permitted until the landscape plans for the project have been formally approved by the Town of Paradise and landscape materials have been installed (or bonded to guarantee installation).

28. Meet the requirements of all other utility providers regarding the extension or relocation of utility service lines and the establishment of any necessary on site utility easements.

29. Meet the requirements of Northern Recycling and Waste Systems (NRWS) regarding the design and function of the solid waste/recycling enclosure and provide evidence thereof to Town Development Services Department (building safety services division) staff.

**FIRE PROTECTION**

30. Meet all other project requirements of the building safety services division development review comments/conditions dated May 30, 2012 and any revisions thereto on file with the Town Development Services Department.

**SANITATION**

31. Meet the requirements of Town onsite sanitation staff regarding inspection and approval for the construction and final design of the onsite sewage disposal system.

#### CONDITIONS TO BE MET PRIOR TO ISSUANCE OF TREE FELLING PERMIT

32. Secure the issuance of a Town approved tree-felling permit prior to felling any qualifying trees.

33. Secure official Town Public Works Director approval for detailed and engineered project improvement plans (including drainage plans), a Town onsite septic system construction permit and submit building plans for the Grand Sierra Lodge development project.

34. Submit and secure Town Planning Director review and approval of a professionally produced "Tree Protection Plan" for the proposed project that provides for existing tree protection measures (fencing, etc.); prior to the commencement of ground disturbance site work (grading, etc.) for the project.

35. All qualifying trees proposed to be retained and any native saplings proposed to be retained on the site as replacement trees shall be protected during construction activities in a manner consistent with the Town of Paradise Suggested Practices for Protection of Trees on Commercial, Quasi-Public and Multi-Family Residential Construction Sites.

36. A certified arborist shall be engaged by the applicant to oversee the employment of tree protection measures during all related project site improvements construction that has the potential to effect trees to be retained.

37. The required landscape plan for the proposed Grand Sierra Lodge development project shall include provisions for the planting of all required replacement trees on-site and within each landscape area, particularly in areas adjacent to residential land uses and in areas plainly visible from Pentz Road. A minimum of fifty percent of required replacement trees shall be conifer species. Tree plantings shall be selected and ultimately approved by the Town for inclusion within the landscape plan primarily based upon their ability to provide summer shade for the project site. Smaller ornamental tree species (i.e. dogwood, crepe myrtle) shall not be considered suitable for purposes of replacing native trees on the site.

38. The approval action of this tree felling permit application shall only be valid and in effect for three years (36 months) past its conditional approval date.

Community Development Director Baker announced that the Planning Commission decision on the Grand Sierra Lodge General Plan

Amendment/Property Rezone and Conditional Use Permit is subject to a seven-day appeal period; and, the Tree Felling Permit Application is subject to a ten-day appeal period. The Town Council serves as the appeals board and the required appeal and fee are filed with the Town Clerk.

**TOWN OF PARADISE  
PLANNING COMMISSION**

**RESOLUTION NO. 12-03**

**A RESOLUTION OF THE PARADISE PLANNING COMMISSION RECOMMENDING TOWN  
COUNCIL ADOPTION OF A PARADISE GENERAL PLAN LAND USE MAP AMENDMENT  
AND REZONING OF CERTAIN REAL PROPERTY WITHIN THE TOWN OF PARADISE  
(MARTIN; PL12-00075)**

**WHEREAS**, the Paradise Planning Commission has conducted a public hearing, pursuant to the California Planning and Zoning Law, concerning a proposed amendment to the Paradise General Plan and property rezone; and

**WHEREAS**, said public hearing also included review of potential environmental impacts, pursuant to the California Environmental Quality Act; and

**WHEREAS**, Sections 65353, 65354 and 65854 of the California Government Code require the Planning Commission to conduct a public hearing and notify the Town Council in writing of its recommendation; and

**WHEREAS**, the Planning Commission has considered the analysis and recommendation of the Development Services Department (planning division) and has considered the comments made at a public hearing conducted by the Planning Commission on July 17, 2012; and

**WHEREAS**, the Planning Commission has determined that an amendment to the Paradise General Plan Land Use Map for a Community Service (CS) land use designation and its related zone change to a Community Services (CS) zoning district affecting properties located at 6975 and 6983 Pentz Road and further identified as AP Nos. 050-082-105 and 050-082-023, as proposed, is in the public interest.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 1.** The Planning Commission of the Town of Paradise hereby finds:

- a. That the proposed project will not have a significant effect on the environment, and adopts the negative declaration prepared by staff.
- b. That the general plan land use designation and zoning district requested to be assigned to the project property via the general plan amendment/rezone project application (PL12-00075) is appropriate and reasonable because it would assign a Community

**RESOLUTION NO. 12-03**

Service (CS) General Plan land use designation and Community Services (CS) zoning to properties that are currently developed and proposed to be further developed with community service-oriented land uses and that are situated at a location and with characteristics that satisfy the 1994 Paradise General Plan policies that are applicable to development of community services land uses.

**SECTION 2.** The Planning Commission of the Town of Paradise hereby recommends to the Town Council approval of the project application for Paradise General Plan Land Use Map amendment and its related zone change known as the Martin (PL12-00075) application for property identified as AP Nos. 050-082-0105 and 050-082-023 as depicted in Exhibit "A", attached hereto and made a part hereof by reference.

**PASSED AND ADOPTED** by the Planning Commission of the Town of Paradise this 17th day of July, 2012, by the following vote:


**AYES:** Commissioners James Clarkson, April Grossberger, Jody Jones, Michael Zuccolillo and Greg Bolin, Chair.


**NOES:** None.

**ABSENT:** None.

**NOT VOTING:** None.

ATTEST: 7-18-2012

  
\_\_\_\_\_  
Greg Bolin, Planning Commission Chair

  
\_\_\_\_\_  
Joanna Gutierrez, Town Clerk

**TOWN OF PARADISE  
NEGATIVE DECLARATION REGARDING ENVIRONMENTAL EFFECT**

**1. Description of Project:**

Grand Sierra Lodge project: Environmental review for the development of a 1.66 acre property with a thirty bedroom community care facility along with related site improvements. Environmental review also includes a proposed General Plan amendment/rezone related to the project and involving a 5.82 acre land area comprised of two parcels that includes the site proposed for development.

**2. Name and Address of Project Applicant:**

Bill and Ann Martin  
5806 Acorn Ridge Drive  
Paradise, CA 95969

**3. The Initial Study for this Project was Prepared on:** June 25, 2012

4. NOTICE IS HEREBY GIVEN that the Planning Director of the Town of Paradise has reviewed the project described above pursuant to the provisions of the California Environmental Quality Act of 1970 (Public Resources Code) and determined that it will not have a significant effect on the environment. Preparation of an Environmental Impact Report will not be required.

5. A copy of the Planning Director's determination regarding the environmental effect of this project is available for public inspection at the Town of Paradise Development Services Department, Town Hall, 5555 Skyway, Paradise, CA. Copies thereof will be provided to any person upon payment of the established fee.

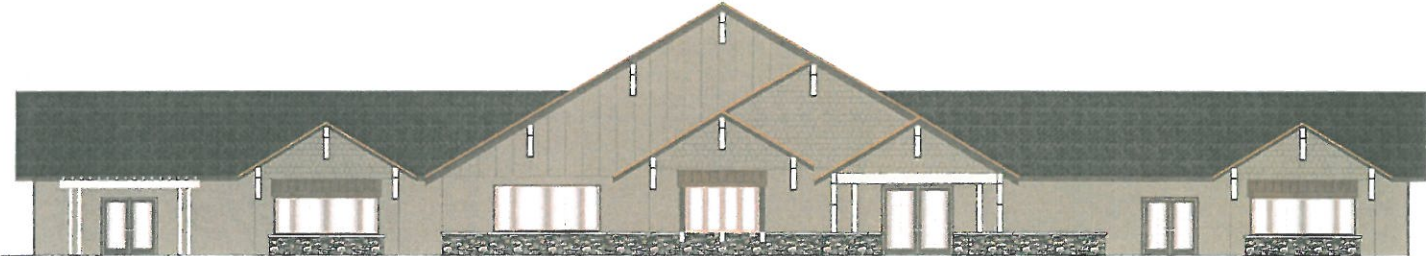
6. Any person wishing to respond to this negative declaration may file written responses no later than July 16, 2012 by 5:00 p.m. with the Paradise Development Services Department, Town Hall, 5555 Skyway, Paradise, CA 95969, (530) 872-6291. The Planning Director or the Planning Commission will review such comments and will either uphold the issuance of a negative declaration or require an environmental impact report to be prepared.

7. If no protest is lodged, the negative declaration may be formally adopted at the conclusion of the review period. Any negative declaration subject to state clearinghouse review shall not be formally adopted until such review has been completed.

By:   
\_\_\_\_\_  
Craig Baker, Planning Director

Date: 6/25/12

**INITIAL STUDY  
FOR  
GRAND SIERRA LODGE**



**PROJECT DESCRIPTION  
AND  
ENVIRONMENTAL SETTING**

**GRAND SIERRA LODGE USE PERMIT, GENERAL PLAN AMENDMENT AND TREE-FELLING  
PERMIT APPLICATIONS**

**PROJECT DESCRIPTION**

The project proponent is seeking site development design and site improvement/building construction approval from the Town of Paradise to authorize the development of a 1.66 acre property with a 19,972 square foot assisted living facility consisting of one single story building containing thirty bedrooms, along with related site improvements. The discretionary approvals required for the project to proceed are a General Plan amendment/property rezone, a conditional use permit and a tree felling permit. The General Plan amendment/property rezone is proposed to also include an adjacent developed property for a total land area of 5.82 acres.

**ENVIRONMENTAL SETTING**

**Location**

The project site is located at 6983 Pentz Road, a two-lane arterial public street situated in the northern portion of the Paradise community. The site is further identified by Assessor Parcel No. 050-082-023 and is located within the southeast ¼ of Section 1, T22N, R3E, MDB&M.

**Land Use**

The 1.66 acre development project site is situated within the Rural Residential-2/3 acre (RR-2/3) zoning district and is currently vacant. Properties to the north and west are developed for single family residential land uses. Abutting property to the south is developed with a paved private road (Kingdom Court) and beyond that, the facilities of the Paradise Ridge Southern Baptist Church. Pentz Road abuts the site along its entire east boundary. Town-assigned zoning in the area is predominately residential, allowing for medium to low-density residential land uses and various community service-oriented uses.

**Topography and Soils**

The property is situated at an approximate elevation of 2,190 feet above sea level and slopes gently to the south and west. Vegetation on the vacant project site is characterized by seasonal grasses and roughly a dozen widely-spaced native oaks and conifer trees. Several brush species also occur on the



site.

Soils on the project site belong to the Aiken Very Deep (AVD) soil series. These soils are well-drained, well-structured clay loam and generally exceed five feet in depth. Aiken Very Deep soils are considered to be well-suited for on-site wastewater treatment and disposal.

### **Public Services**

Services and facilities presently available or potentially available to the project site include but are not limited to the following listing:

<b>Access:</b>	Pentz Road (public street)
<b>Communications:</b>	AT&T Telephone/Comcast Cable Services
<b>Electricity:</b>	Pacific Gas and Electric Company
<b>Public Safety:</b>	Town of Paradise
<b>Recreation:</b>	Paradise Recreation and Park District
<b>Schools:</b>	Paradise Unified School District
<b>Sewage Disposal:</b>	Engineered on-site wastewater disposal system
<b>Water Supply:</b>	Paradise Irrigation District

### **PROJECT DETAILS**

The permit applicant/property owner is requesting approval from the Town of Paradise to establish a development project consisting of a single-story, 19,972 square foot Community Care (assisted living) facility accompanied by an on-site paved parking facility containing twenty parking spaces, an engineered on-site wastewater treatment and disposal system, a subsurface storm water detention system, driveway access connecting to Pentz Road and on-site landscaping.

Pursuant to the Town's zoning ordinance regulations, a conditional use permit is required to establish a community care facility in Town-assigned zoning districts. Accordingly, the project developer has included a conditional use permit application with project application materials submitted to the Town.

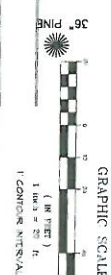
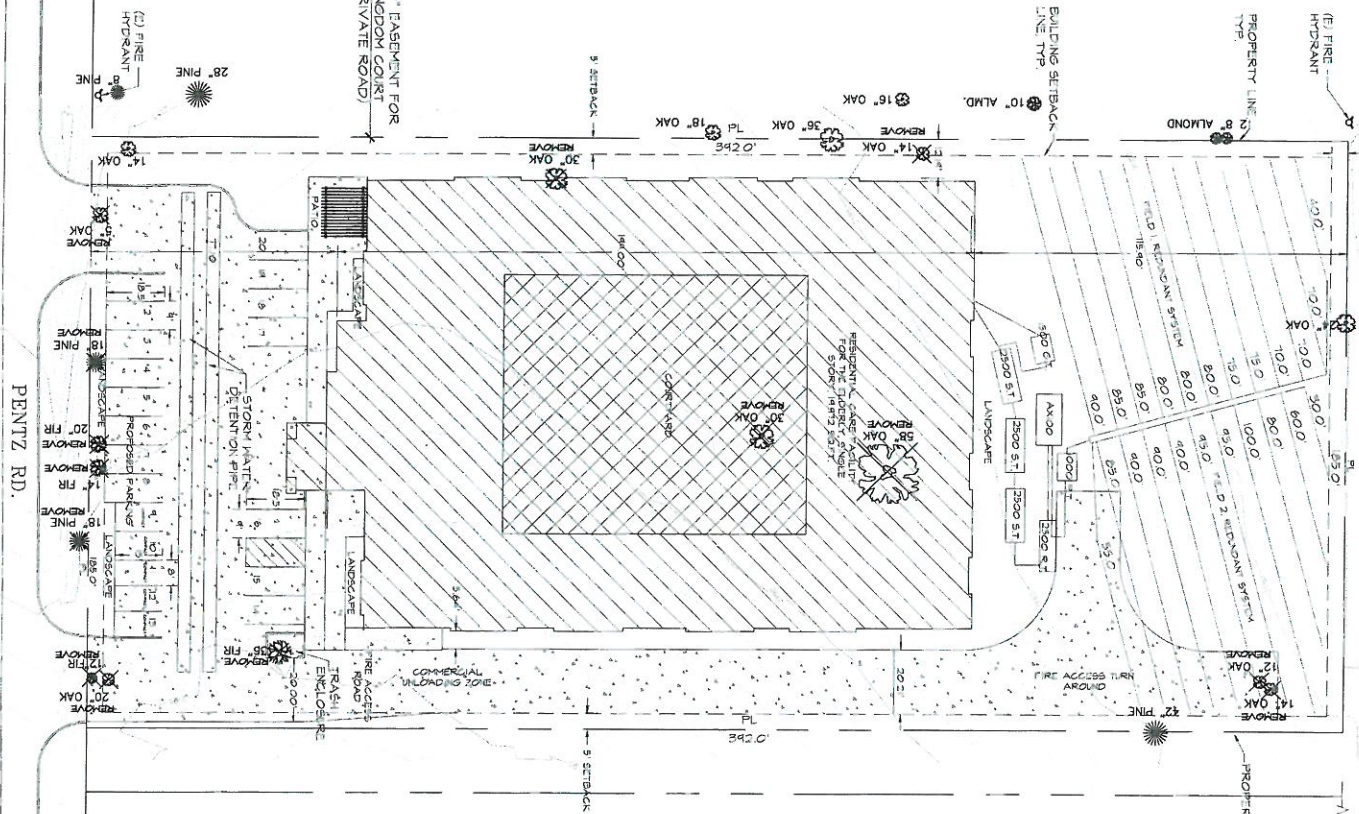
Due to the design of the project relative to building coverage and impervious coverage limitations in the RR-2/3 zoning district, the project developer has also included an application requesting a General Plan amendment/property rezone from the current RR-2/3 zoning to a land use designation and zoning of Community Services (CS).

Construction and installation of proposed project improvements will result in the felling and removal of approximately thirteen pine, fir and oak trees large enough to be subject to the issuance of a Town of Paradise tree felling permit. Accordingly, the project applicants have also included a completed tree felling permit application with other project application materials.

The proposed hours of operation for the community care facility are twenty-four hours per day, seven days per week, including holidays. The estimated maximum number of employees in the proposed complex is five during the day shift and two overnight, for a total of twelve employees. The estimated number of clients expected to be cared for at the facility is thirty.

The project applicant is proposing to establish contemporary architectural building design using stone accents, exposed heavy wood support beams, architectural roofing materials and earth-toned exterior colors. Please refer to the proposed project site plan, building elevations and floor plan following this discussion.

In consideration of the existing pattern of zoning classifications and land uses in the area, the Town Planning Director, on behalf of the Town of Paradise, is recommending a proposed expansion of the request for a land use and zoning designation change to CS to include one other abutting parcel currently zoned RR-2/3. This abutting parcel is presently developed with the facilities of the Paradise Ridge Southern Baptist Church. It is the opinion of the Planning Director that the established land use and substantial improvements on the 4.16 acre site oriented toward religious worship would benefit from a change from residential zoning to a zoning classification that is more accommodating for such land uses. If approved, the expanded property rezone would consist of a 5.82 acre land area. There are no current plans to expand the existing church facilities on the site.



**SITE PLAN**

**OWNER**  
**JAY AND JOYCE POWELL**  
 1624 S. COURT ST.  
 VISALIA CA 93277

**PROPERTY:** 66 ACRES  
 7350 SQ.FT.  
**CURRENT ZONING:** RR 2/2  
**PROPOSED RE-ZONING:** C-5  
**PROPOSED BUILDING COVERAGES:** C-5: 50% = 14412 SQ.FT.  
**MAX. IRREVERSIBLE COVERAGES:** C-5: 80% = 28822 SQ.FT.  
**PROPOSED BUILDING COVERAGES:** 14412 SQ.FT. (28%)  
**PROPOSED MAX. IRREVERSIBLE COVERAGES:** 28822 SQ.FT. (56%)  
**PROPOSED TOTAL INTERVENIENT:** 28,852 SQ.FT. (56%)

**PROPOSED BEDROOMS = 50**  
**PROPOSED BATHS PER ROOM = 1**  
**PROPOSED GARAGES PER ROOM = 1**  
**PROPOSED DRIVEWAYS PER ROOM = 1**  
**PROPOSED MAX. NUMBER OF EMPLOYEES AT ONE TIME = 5**

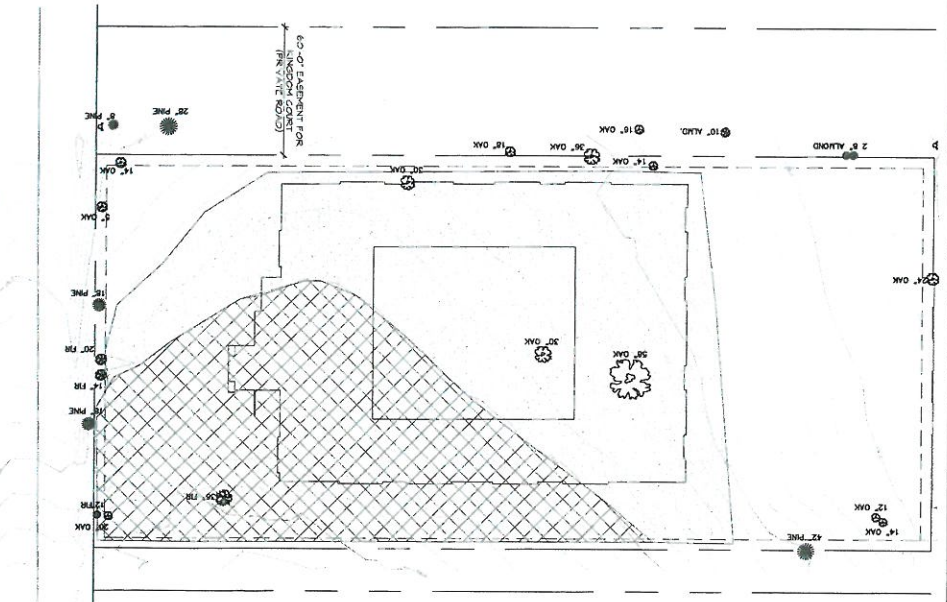
**PROPOSED PARKING:**  
 1 SPACE FOR EA (V) RESIDENTS = 2  
 1 SPACE FOR EA EMPLOYEE AT MAN = 3  
 1 SPACE FOR EA SERVICE TRUCKS = 2  
 1 SPACE FOR EA SERVICE TRUCKS = 15  
**PROPOSED COMPACT SPACES = 6**  
**PROPOSED STANDARD SPACES = 12**  
**PROPOSED HANDICAP SPACES = 2**  
**PUBLIC BUILDINGS & 1000 SQ.FT. UNLOADING ZONE (1)**

**PROPOSED SEPTIC SYSTEM:**  
 ADVANTIX ANCO PPD AND SPLIT CALCIUM TANK  
 REDUNDANT PRESSURIZED DISTRIBUTION LINES  
 20 BEDROOMS AND 57 G.P.P. PER BEDROOM FROM  
 WATER RESERVOIR \* 3 (SAVE ONE DETENTION) = 5,100 GAL.  
 51 G.P.P. \* 10 BEDS \* 1.75 (PEAK ANTWER FLOW) = 5,000 G.P.P.

**PROPOSED GRAVING:**  
 PROPOSED TILES = 2800 CU YDS  
 PROPOSED TILES = 2800 CU YDS  
**PROPOSED GRADING IS TO BE BALANCED**

**INTERLOCKABLE SURFACE**

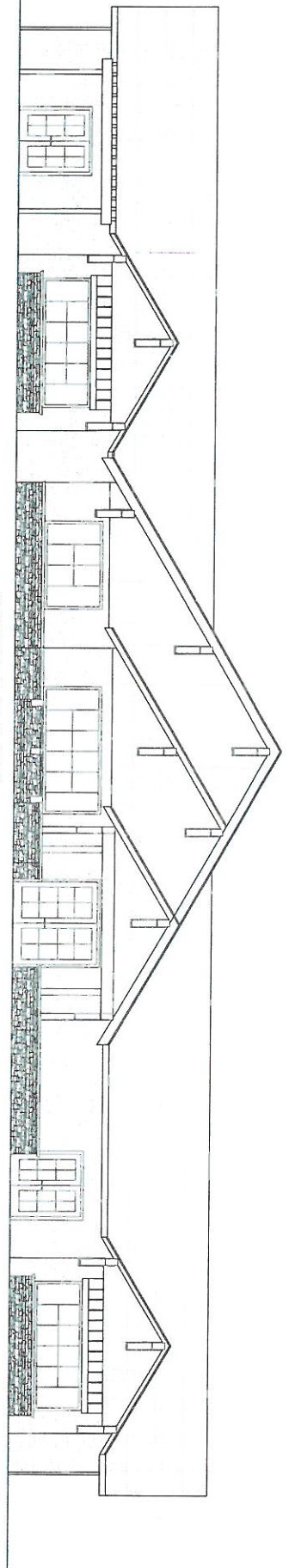
**GRADING CUTS/FILLS**



PROPOSED TILL AREA (2800 CU. YDS)	
PROPOSED CUT AREA (2800 CU. YDS)	
PROPOSED TILL AREA (2800 CU. YDS)	
PROPOSED CUT AREA (2800 CU. YDS)	
<b>SHEET INDEX:</b>	
<b>COVER SHEET</b>	C5
<b>PROPOSED REZONE MAP</b>	C1
<b>PROPOSED DRAINAGE MAP</b>	C2
<b>FLOOR PLAN</b>	A1
<b>ELEVATION</b>	A2
<b>NOTE: SITE SURVEY WAS NOT CONDUCTED. FEATURES LOCATED PER OWNER PROVIDED PLANS.</b>	
<b>DESIGN CODES</b>	
2010 CBC	
2010 CEC	
2010 CMC	
2010 CPC	

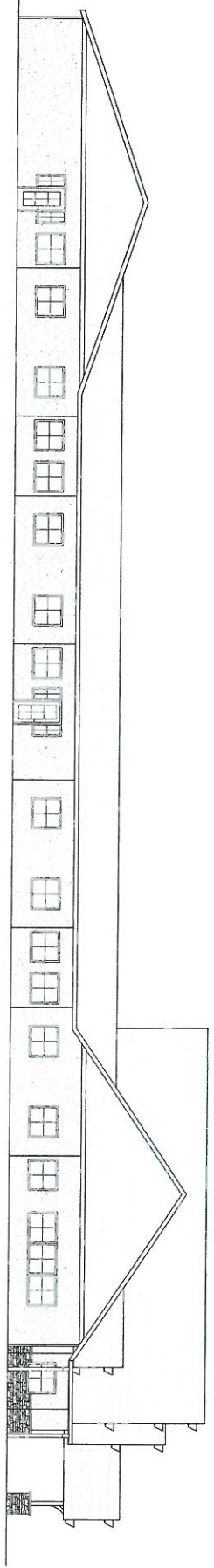


**RAUNCHO ENG.**  
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 CKB BY  
 DATE  
 REVISION  
 DRAWING



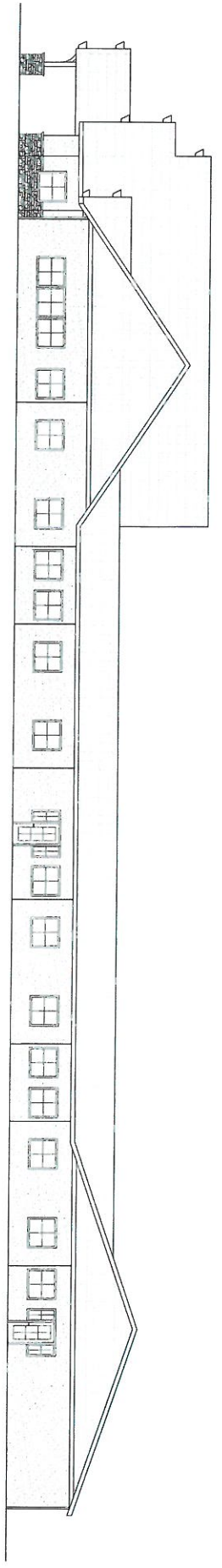
FRONT ELEVATION

1/8" = 1'-0"



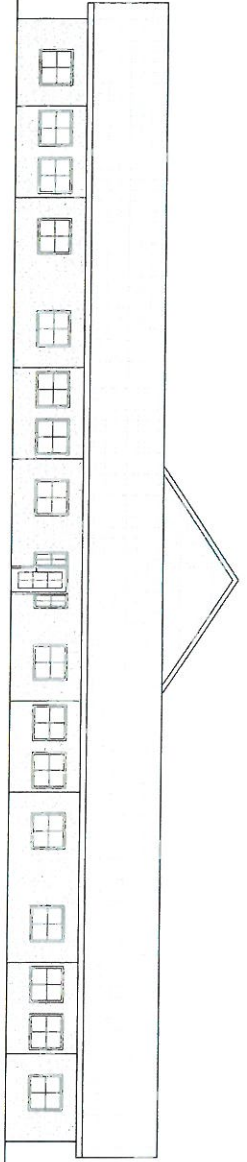
SOUTH ELEVATION

1/8" = 1'-0"



SOUTH ELEVATION

1/8" = 1'-0"

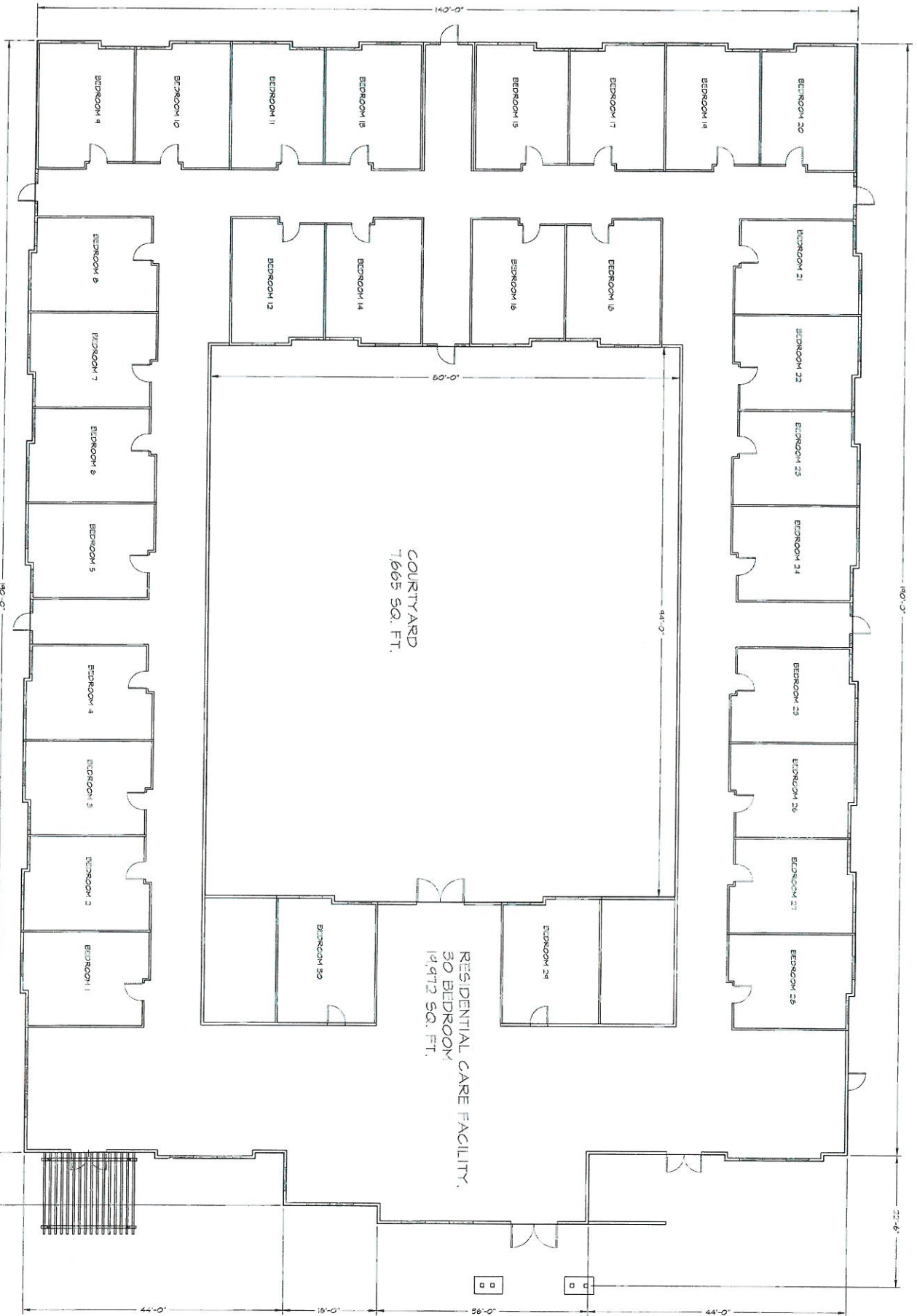


REAR ELEVATION

1/8" = 1'-0"



RANCHO ENG.  
DRAWN BY  
C.D.B.Y.  
DATE  
REVISION  
DRAWING



COURTYARD  
1,665 SQ. FT.

RESIDENTIAL CARE FACILITY,  
30 BEDROOM  
19,972 SQ. FT.

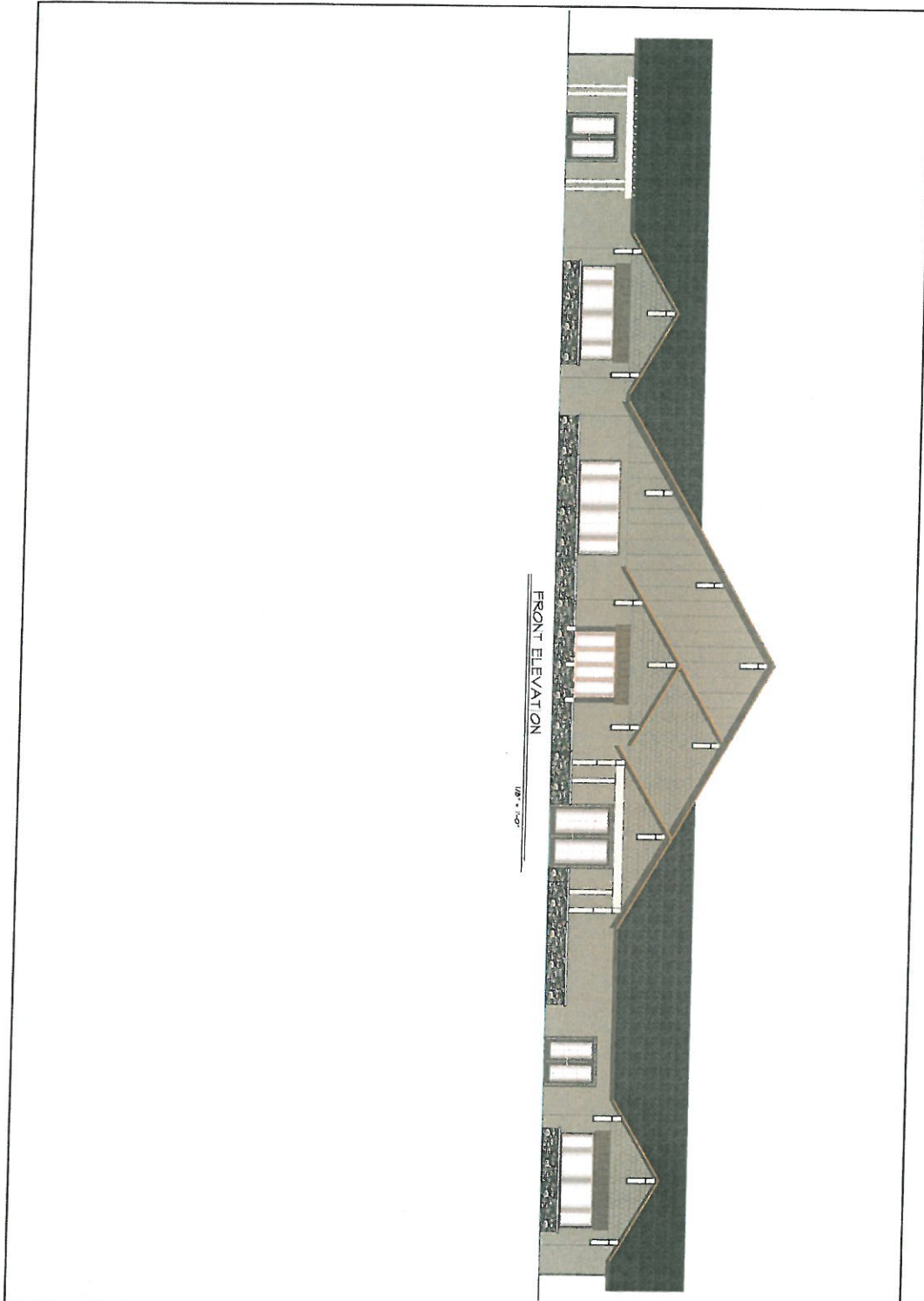
FLOOR PLAN

1/8" = 1'-0"

**RANCHO**

REGISTERED PROFESSIONAL ENGINEER  
CIVIL & MECHANICAL  
No. 10000  
State of California

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FRONT ELEVATION

1/8" = 1'-0"

<p>PROJECT NO. 1961</p> <p>DATE 02/06/12</p> <p>REV/SICL 0</p> <p>PREPARED BY</p>	 <p>1961 1961 1961 1961</p> <p>DESIGNED BY: JAL</p> <p>CHECKED BY: JAL</p> <p>DATE: 02/06/12</p> <p>REV/SICL: 0</p> <p>PREPARED BY:</p>	<p><b>RANCHO Engineering</b></p> <p>CIVIL - STRUCTURAL - BUILDING DESIGN</p> <p>5550 SKYWAY, STE C, PARADISE, CA 95464</p> <p>Phone: (530) 871-9100</p> <p>Fax: (530) 871-9100</p>	<p><b>GRAND SIERRA LODGE</b></p> <p>6989 PENTZ RD.</p> <p>PARADISE, CA</p> <p>APN: 050-082-025</p>	<p><b>COLOR ELEVATION</b></p>	<p>RANCHO ENGINEERING DOES NOT REPRESENT THAT THESE PLANS OR ANY SPECIFICATIONS IN CONNECTION THEREWITH ARE DATABLE HEREIN OR NOT MODIFIED FOR ANY OTHER SITE THAN THE ONE FOR WHICH THEY WERE SPECIFICALLY PREPARED. RANCHO ENGINEERING DISCLAIMS RESPONSIBILITY FOR THESE PLANS AND SPECIFICATIONS IF THEY ARE USED IN WHOLE OR IN PART AT ANY OTHER SITE. PLANS ARE NOT VALID UNLESS REVIEWED AND APPROVED BY APPROPRIATE GOVERNMENTAL AGENCIES.</p>
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# TOWN OF PARADISE

## ENVIRONMENTAL CHECKLIST FORM

### I. BACKGROUND

- |  |  |
|--|--|
| 1. Name of Proponent                     | Bill and Ann Martin  |
| 2. Address and phone number of proponent | 5806 Acorn Ridge Drive, Paradise, CA 95969; (530) 520-5170   |
| 3. Date of checklist                     | June 25, 2012  |
| 4. Zoning and general plan designation   | Rural Residential-2/3 acre minimum (RR-2/3) Zone; Rural Residential (RR) Land Use Designation  |
| 5. Name of proposal, if applicable       | Grand Sierra Lodge Use Permit (PL12-00073), General Plan Amendment/Rezone (PL12-00075) and Tree Felling Permit (PL12-00074) Applications |

### II. ENVIRONMENTAL IMPACTS

Issues (and Supporting Information Sources):

	<u>SOURCE NO.</u>	<u>POTENTIALLY SIGNIFICANT IMPACT</u>	<u>POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED</u>	<u>LESS THAN SIGNIFICANT IMPACT</u>	<u>NO IMPACT</u>
<b>1. LAND USE AND PLANNING.</b> Would the proposal:					
a. Conflict with general plan designation or zoning?	1			<u>X</u>	
b. Conflict with applicable environmental plans or policies adopted by agencies with jurisdiction over the project?	1				<u>X</u>
c. Be incompatible with existing land use in the vicinity?	8			<u>X</u>	
d. Affect agricultural resources or operations (e.g. impacts to soils or farmlands, or impacts from incompatible land uses)?	8				<u>X</u>
e. Disrupt or divide the physical arrangement of an established community (including a low-income or minority community)?	8				<u>X</u>
<b>2. POPULATION AND HOUSING.</b> Would the proposal:					

	SOURCE NO.	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT
a. Cumulatively exceed official regional or local population projects?	1				<u>X</u>
b. Induce substantial growth in an area either directly or indirectly (e.g. through projects in an undeveloped area or extension of major infrastructure)?	1				<u>X</u>
c. Displace existing housing, especially affordable housing?	1				<u>X</u>
3. <b>GEOLOGIC PROBLEMS.</b> Would the proposal result in or expose people to potential impacts involving:					
a. Fault rupture?	1				<u>X</u>
b. Seismic ground shaking	1				<u>X</u>
c. Seismic ground failure, including liquefaction?	1				<u>X</u>
d. Seiche, Tsunami or volcanic hazard?	1, 8				<u>X</u>
e. Landslides or mudflows?	1, 6				<u>X</u>
f. Erosion, changes in topography or unstable soil conditions from excavation, grading or fill?	1, 6			<u>X</u>	
g. Subsidence of the land?	1, 6				<u>X</u>
h. Expansive soils?	1, 6				<u>X</u>
i. Unique geologic or physical features?	8				<u>X</u>
4. <b>WATER.</b> Would the proposal result in:					
a. Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff?	3, 9			<u>X</u>	
b. Exposure of people or property to water related hazards such as flooding?	1, 3				<u>X</u>
c. Discharge into surface waters or other alteration of surface water quality (e.g. temperature, dissolved oxygen or turbidity)?	9				<u>X</u>
d. Changes in the amount of surface water in any water body?	3				<u>X</u>
e. Changes in currents, or the course or direction of water movements?	3				<u>X</u>
f. Change in the quantity of groundwater, either through direct	9				<u>X</u>



		SOURCE NO.	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT
	additions or withdrawals, or through interception of an aquifer by cuts or excavations or through substantial loss of groundwater recharge capability?					
	g. Altered direction or rate of flow of groundwater?	9				<u>X</u>
	h. Impacts to groundwater quality?	9			<u>X</u>	
	i. Substantial reduction in the amount of groundwater otherwise available for public water supplies?	9				<u>X</u>
5.	<b>AIR QUALITY.</b> Would the proposal:					
	a. Violate any air quality standard or contribute to an existing or projected air quality violation?	1			<u>X</u>	
	b. Expose sensitive receptors to pollutants?				<u>X</u>	
	c. Alter air movement, moisture, or temperature, or cause any change in climate?	9				<u>X</u>
	d. Create objectionable odors?	12				<u>X</u>
6.	<b>TRANSPORTATION/CIRCULATION.</b> Would the proposal result in:					
	a. Increased vehicle trips or traffic congestion?	1			<u>X</u>	
	b. Hazards to safety from design features (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?	9				<u>X</u>
	c. Inadequate emergency access or access to nearby uses?	1				<u>X</u>
	d. Insufficient parking capacity onsite and offsite?	9				<u>X</u>
	e. Hazards or barriers for pedestrians or bicyclists	9				<u>X</u>
	f. Conflicts with adopted policies supporting alternative transportation (e.g. bus turnouts, bicycle racks)?	1				<u>X</u>
	g. Rail, waterborne or air traffic impacts?	8, 9				<u>X</u>
7.	<b>BIOLOGICAL RESOURCES.</b> Would the proposal result in impacts to:					
	a. Endangered, threatened or rare species or their habitats (including but not limited to plants, fish, insects, animals and birds)?	7				<u>X</u>

	<u>SOURCE NO.</u>	<u>POTENTIALLY SIGNIFICANT IMPACT</u>	<u>POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED</u>	<u>LESS THAN SIGNIFICANT IMPACT</u>	<u>NO IMPACT</u>
b. Locally designated species (e.g. heritage trees)?	8				<u>X</u>
c. Locally designated natural communities (e.g. oak forest, coastal habitat, etc.)?	1				<u>X</u>
d. Wetland habitat (e.g. marsh, riparian and vernal pool)?	6, 7				<u>X</u>
e. Wildlife dispersal or migration corridors?	1				<u>X</u>
8. <b>ENERGY AND MINERAL RESOURCES.</b> Would the proposal:					
a. Conflict with adopted energy conservation plans?	1				<u>X</u>
b. Use nonrenewable resources in a wasteful and inefficient manner?	9				<u>X</u>
c. Result in the loss of availability of a known mineral resource that would be of future value to the region and the residents of the state?	9				<u>X</u>
9. <b>HAZARDS.</b> Would the proposal involve:					
a. A risk of accidental explosion or release of hazardous substances (including, but not limited to; oil, pesticides, chemicals or radiation)?	12				<u>X</u>
b. Possible interference with an emergency response plan or emergency evacuation plan?	1				<u>X</u>
c. The creation of any health hazard or potential health hazard?	12				<u>X</u>
d. Exposure of people to existing sources of potential health hazards?	12				<u>X</u>
e. Increased fire hazard in areas with flammable brush, grass or trees?	1				<u>X</u>
10. <b>NOISE.</b> Would the proposal result in:					
a. Increases in existing noise levels?	12			<u>X</u>	
b. Exposure of people to severe noise levels?	11, 12			<u>X</u>	
11. <b>PUBLIC SERVICES.</b> Would the proposal have an effect upon, or result in a need for new or altered government services in any of the following areas:					
a. Fire protection?	12			<u>X</u>	

	SOURCE NO.	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT
b. Police protection?	12			<u>X</u>	
c. Schools?	12				<u>X</u>
d. Maintenance of public facilities, including roads?	12			<u>X</u>	
e. Other governmental services?	12			<u>X</u>	
12. <b>UTILITIES AND SERVICE SYSTEMS.</b> Would the proposal result in a need for new systems or supplies, or substantial alterations to the following utilities:					
a. Power or natural gas?	12			<u>X</u>	
b. Communications systems?	12			<u>X</u>	
c. Local or regional water treatment or distribution facilities?	4			<u>X</u>	
d. Sewer or septic tanks?	12			<u>X</u>	
e. Storm water drainage?	3			<u>X</u>	
f. Solid waste disposal?	12			<u>X</u>	
g. Local or regional water supplies?	12			<u>X</u>	
13. <b>AESTHETICS.</b> Would the proposal:					
a. Affect a scenic vista or scenic highway?	1, 8			<u>X</u>	
b. Have a demonstrable negative aesthetic effect?	1, 9			<u>X</u>	
c. Create light or glare?	9			<u>X</u>	
14. <b>CULTURAL RESOURCES.</b> Would the proposal:					
a. Disturb paleontological resources?	2				<u>X</u>
b. Disturb archaeological resources?	2			<u>X</u>	
c. Affect historical resources?	8				<u>X</u>
d. Have the potential to cause a physical change which would affect unique ethnic cultural values?	2				<u>X</u>
e. Restrict existing religious or sacred uses within the potential impact area?	8				<u>X</u>
15. <b>RECREATION.</b> Would the proposal:					

	<u>SOURCE</u> <u>NO.</u>	<u>POTENTIALLY</u> <u>SIGNIFICANT</u> <u>IMPACT</u>	<u>POTENTIALLY</u> <u>SIGNIFICANT</u> <u>UNLESS</u> <u>MITIGATION</u> <u>INCORPORATED</u>	<u>LESS THAN</u> <u>SIGNIFICANT</u> <u>IMPACT</u>	<u>NO</u> <u>IMPACT</u>
a. Increase the demand for neighborhood or regional parks or other recreational facilities?	1				<u>X</u>
b. Affect existing recreational opportunities?	1				<u>X</u>
<b>16. MANDATORY FINDINGS OF SIGNIFICANCE.</b>					
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?					<u>X</u>
b. Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals?					<u>X</u>
c. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connect with the effects of past projects, the effects of other current projects, and the effects of probable future projects).					<u>X</u>
d. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?					<u>X</u>

**INITIAL STUDY**  
**STATEMENT OF ENVIRONMENTAL EVALUATION**  
**FOR**  
**GRAND SIERRA LODGE**

**III. DISCUSSION OF ENVIRONMENTAL EVALUATION**

1. **General Evaluation.** Potential environmental impacts associated with the proposed project have been identified upon the preceding environmental review checklist form. It has been determined that the proposed project will not result in a significant adverse effect on the environment because no significant adverse environmental impacts have been identified that are associated with the project. No mitigation measures are contained within this Initial Study because none appear to be warranted. The text that follows identifies and evaluates potential impacts (or the lack thereof) that are associated with the project.

a. **Item No. 1 - Land Use and Planning.** If approved and established, the project shall result in an alteration of the existing undeveloped land usage to a community care facility on a year-round basis. This land use alteration is not in and of itself deemed a significant adverse change, since the current Paradise General Plan land use map and the Paradise Zoning Districts map identifies the project site as a site that is designated and zoned (RR and RR2/3, respectively) in a manner that provides for the potential establishment of the proposed type land use, subject to Town approval and issuance of a conditional use permit. The project applicants have requested a land use and zoning designation change because the development standards of the CS zone more comfortably accommodate the design of the project. In addition, assignment of CS land use and zoning designations allows the request to easily be expanded to include the adjacent Paradise Ridge Southern Baptist Church facilities. The proposed project is designed in a manner that is consistent with the requested CS General Plan land use designation and zoning. In addition, eventual approval and issuance of construction permits will be contingent upon assignment of the land use and zoning designations and assured compliance with all applicable zoning and land use/development regulations.

Existing zoning in the project area is residential in nature, roughly evenly divided by Rural Residential and Town Residential zoning districts. Residential properties abutting the site along its north side are zoned TR-1/3. The project site itself is currently zoned RR-2/3, which allows up to thirty percent of the site (+/-21,692 sq. ft.) to be covered with impervious surfacing. However, the design of the project would result in the establishment of impervious area that would exceed this limitation. As a consequence,

the project developer has filed a General Plan amendment/property rezone application to change the General Plan land use designation from RR to CS and the zoning for the site from RR-2/3 to CS. If the application is approved by the Town, up to eighty percent of the site can be covered with impervious surfacing, which will easily accommodate the design of the project which proposes to establish impervious surfaces over 54 percent of the site.

The project site is currently characterized open areas of seasonal grass and widely-spaced trees. Though the site is currently vacant, it has been developed for residential use in the recent past. Existing properties developed and approved for development with residential land uses are located along the north and west side of the project site and across Pentz Road to the east. By its nature as a community care facility for the elderly, the proposed land use is not expected to be incompatible with adjacent and nearby land uses, either visually or operationally. Though nearby properties may experience the proposed land use change to some degree, the change and the resulting impacts is not anticipated approach a level of significance that warrants mitigation.

- b. **Item No. 2 - Population and Housing.** The proposed project does not entail the establishment of any new housing units nor the displacement or demolition of existing housing units. Moreover, the proposed location and design features of the Grand Sierra Lodge project will not necessitate any extension of major infrastructure improvements and thereby not induce substantial population growth in areas of the community that are currently not well served by such improvements. Therefore, no impact is expected to population and housing and no mitigation is warranted.
  
- c. **Item No. 3 - Geologic Problems.** The project site is located in an area of relatively low seismic activity and consequently has been accorded a category of low potential earthquake hazard (Paradise General Plan, Volume III, 1994). In addition, the gentle slopes and well-structured soils on the project site do not pose a significant threat of landslides, mudflows or subsidence. Therefore, no geologic problems are anticipated and no mitigation is warranted.
  
- d. **Items 4 and 12 – Ground Water, Surface Water, Erosion and Drainage.** No areas of surface water or areas subject to flooding exist on or adjacent to the project site. The Town Onsite Sanitary Official has carefully reviewed the proposed project and its environs and has found that the project design preliminarily meets the requirements of town sewage disposal ordinance regulations. Therefore, no adverse impacts to surface waters or groundwater are expected as a result of project approval and the resulting construction of a proposed on-site wastewater treatment and disposal system.

Land clearing, grading and excavation work for purposes of site development, construction of roadway access, parking improvements, drainage improvements, etc., will disturb the physical environment of the project site. Such physical changes can result in improper drainage, soils erosion and/or wind-borne dust. However, detailed and engineered grading, drainage, dust/erosion control and site development improvement plans, all designed satisfactory to the Town Engineer, shall be required to be submitted and approved by the town and/or the Butte County Air Quality Management District prior to commencement of project construction.

The project site is currently vacant and undeveloped. Development of the site with areas of impervious surfacing will alter drainage patterns and significantly increase the rate and amount of storm water runoff. An engineered drainage analysis proposing an on-site subsurface storm water detention system and conveyance of storm water into the Pentz Road drainage system has been submitted to the Town of Paradise by the project applicant's engineer and has been reviewed by the Town Engineer. The proposed drainage analysis (and its engineered solution) has revealed that existing downstream and off-site drainage facilities within the Pentz Road public right of way are adequately sized to accommodate the post-development volume of storm water during periods of heavy precipitation. If approved by the Town of Paradise, the proposed project shall be conditioned to be designed and constructed in a manner that shall include establishment of all necessary drainage facilities, located on and possibly off-site to accommodate existing and any project-induced storm water drainage in accordance with the town's interim drainage guidelines and the requirements of the Town Engineer without generating any offsite adverse environmental effects.

In accordance with the circumstances and safeguards outlined above, no significant adverse environmental effects related to surface water, ground water, erosion or drainage are anticipated as a result of project approval and no mitigation measures related thereto appear to be warranted.

- e. **Item No. 5 - Air Quality.** A certain amount of dust will be generated during activities associated with construction of site improvements. However, this impact is expected to be temporary in nature. Further, as outlined within Item (d) above, an engineer-prepared dust/erosion control plan shall be required to be approved by the Town Engineer and implemented prior to commencement of construction activities for the project. Therefore, no significant impacts to adjacent residents are anticipated and no mitigation appears to be warranted.
  
- f. **Item No. 6 - Transportation/Circulation.** The proposed Grand Sierra Lodge project is located along the west side of Pentz Road (a public street) at its intersection with Kingdom Court, a paved private road. Pentz Road is a two lane collector street serving the predominantly residential east side of the Paradise community.

The proposed design of the project includes the establishment of two driveway access points connecting to Pentz Road. The driveway connections are designed to accommodate two-way traffic and provide access to a proposed paved parking facility containing twenty spaces.

Neither the Town Engineer nor the Paradise Police Department have identified any significant concerns regarding the existing design of the driveway access points or their proposed positions relative to other nearby encroachments onto Pentz Road. The potential increase in the volume of vehicle trips affecting this portion of Pentz Road as a result of project approval is not expected to be significant, given the size of the proposed community care facility and the frequency of trips customarily associated with such facilities. Traffic sight distances in the vicinity of the project site can be satisfactorily improved upon via vegetation removal within the existing Pentz Road public right-of-way. If the project is approved, the developer will be required by the Town of Paradise to establish and maintain adequate traffic sight distances accordingly.

In summary, no significant adverse impacts related to traffic or transportation have been identified and, accordingly, no mitigation measures appear to be warranted.

- g. **Item No. 7 - Biological Resources.** Review of the California DFG natural diversity data base information for the Paradise area reveals that no known rare, endangered or sensitive plant or animal species exist or inhabit the project site or its immediate vicinity. Although the area may contain some animal habitat values, the project site and the general area has been disturbed repeatedly by various land use activities that have taken place over several decades. In addition, the site is relatively small and probably has little value as important wildlife habitat. Accordingly, the potential impacts upon local endangered, rare or sensitive plant and animal populations should not be significant as a result of the proposed project.

Approximately thirteen trees large enough to qualify for a Town of Paradise tree felling permit are proposed to be felled and removed from the site to accommodate the proposed development. Accordingly, the project developer has submitted a Town tree felling permit application along with other project application materials. The Tree Felling permit application was accompanied by a report prepared by a Registered Professional Forester certifying that all trees proposed for felling would otherwise be adversely affected by the development or would substantially interfere with the design of the project. The application was also accompanied by a tree protection plan prepared by a Certified Arborist for trees that will remain and be incorporated into the design of the project. The project will be subject to the provisions of the Town's landscape ordinance and are required to provide for the installation/planting of a percentage of aesthetically appropriate landscaping materials/species to offset the loss of native vegetation. Further, all qualifying trees felled and removed from the site will be required to be



replaced on-site at a one-to-one ratio with fifteen gallon-sized trees native to Northern California. Required landscape plans for the Grand Sierra Lodge project shall be reviewed and approved by the Town of Paradise in the context of required tree replacement, consideration for the protection of adjacent and nearby land uses and general aesthetics. Therefore, the magnitude of impact foreseen upon vegetation and wildlife is deemed to be less than significant and no mitigation measures appear to be necessary.

- h. **Item No. 8 - Energy and Mineral Resources.** The proposed project entails the construction of +19,972 square feet of new building area, a paved parking facility and an on-site wastewater treatment and disposal facility. It is not anticipated that a project of this magnitude would threaten the availability of any known mineral resource. Similarly, no significant use of non-renewable resources is expected as a result of project approval and construction. Project construction plans will be required to comply with current Uniform Building Code energy-efficiency and construction waste reduction standards. Accordingly, no adverse impacts related to energy and mineral resources are anticipated and no mitigation measures appear to be required.
- i. **Item No. 9 - Hazards.** Since no known areas of toxic contamination exist on or in the vicinity of the project site, the project should not involve exposure of people to potential health hazards. In addition, the conventional construction techniques likely to be involved with establishment of the proposed facility should not pose health risks associated with explosions or the release of toxic substances. Therefore, no mitigation measures related to hazards appear to be warranted.
- j. **Item No. 10 - Noise.** The proposed project will result in a moderate increase of existing noise levels that shall predominantly occur during the project's construction. Such impact will be relatively short term and will not be substantially adverse provided permissible community noise levels as established by the town's noise ordinance are not exceeded.

By their nature as care facilities for the aged or infirm, assisted living facilities belong to a class of land uses that are operationally quiet. Therefore, the magnitude of impact foreseen upon surrounding properties as a result of noise impacts is deemed to be less than significant and no mitigation measures appear to be necessary.

- k. **Item No. 11 - Public Services. Fire Protection:** A review of Paradise Irrigation District comments received for the project reveals existing fire flows appear to be adequate to provide fire protection to the project site. Normal Fire Department response time to the site is well within established Town standards. The Paradise Fire

Department will review the proposed project in the context of locally adopted provisions of the California Fire Code (CFC) to determine if any additional fire hydrants will be required and the Town of Paradise will condition the project accordingly. As with any development project, adopted CFC requirements will be required to be incorporated into the project's final design, including standards for minimum fire flows, fire hydrant placement, access, interior automatic fire sprinkler systems, fire alarm systems, smoke and heat detectors, etc. If the project is approved, the Town of Paradise shall condition the project in a manner deemed satisfactory to the Town Fire Chief to insure the provision of adequate fire protection in compliance with Town-adopted UFC requirements. Therefore, fire protection impacts are deemed to be less than significant and no mitigation measures related thereto appear to be necessary.

- i. **Item No. 12 - Utilities and Service Systems.** Sewage Disposal - Comments generated by staff of the Town of Paradise Development Services Department onsite sanitation division indicate that existing soils and the project's proposed means of sewage treatment and disposal can be designed and constructed in a manner that legally satisfies the town's applicable onsite subsurface sewage disposal system development requirements.

Water Supply - Comments received from Paradise Irrigation District (PID) staff relative to the proposed project have not revealed a concern regarding the cumulative impact of recent and similar development upon the district's water supply service capacity. Until the PID reports otherwise, it is understood that domestic water supply is available to serve this proposed project.

- m. **Item 13 - Aesthetics.** Approximately thirteen trees large enough to qualify for a Town of Paradise tree felling permit are proposed to be felled and removed from the site to accommodate all elements of the proposed development. The project applicants, a registered professional forester and a certified arborist retained by the project applicants have made efforts to design proposed project improvements with an eye toward tree retention and protection. As designed and proposed, installation of proposed project improvements will result in the retention of approximately five native trees. While attempts have been made to retain trees where possible, the nature of proposed improvements are not always conducive to tree retention.

The project is located along the west side of Pentz Road. Pentz Road is designated within the 1994 Paradise General Plan as a scenic highway embodied within a scenic highway corridor measured 100 feet from its centerline. Scenic highway corridors are subject to scenic highway corridor regulations contained within Title 17 of the Paradise Municipal Code (PMC). Certain land uses are statutorily prohibited (e.g., swap meets automobile sales lots, billboards, etc.) within the corridor. However, no such land uses are proposed to be established in association with the project.

The design of the proposed assisted living facility building includes contemporary architectural building design using stone accents, exposed heavy wood support beams, multiple-pane windows and doors, architectural roofing materials and earth-toned exterior colors in order to maintain compatibility with nearby residential structures and to avoid an institutional appearance. The project design provides a separation distance of twenty-five feet between the north elevation of the proposed care facility and the developed residential properties to the north. Existing vegetation within much of this area will assist in screening the facility from these residences.

All non-residential development projects are subject to the provisions of the Town's landscape ordinance and are required to provide for the installation/planting of a percentage of aesthetically appropriate landscaping materials/species to offset the loss of native vegetation. The project's required landscape plans shall be designed to mitigate the loss of trees and conditioned by the town. In addition, the proposed architectural design of the proposed community care facility is characterized by contemporary architectural building design using stone accents, exposed heavy wood support beams, architectural roofing materials and earth-toned exterior colors not unlike existing residential structure designs in the project area.

The proposed project may produce new sources of light and potential glare associated with the eventual construction of parking facility lighting fixtures associated with the establishment of the proposed community care facility and related improvements. However, the Paradise Municipal Code contains provisions that prohibit unshielded lighting fixtures from projecting light directly upon adjacent properties within 200 feet of the light source. In addition, the Town will limit any project-related lighting to be no more than 16 to 18 feet above finished grade. Therefore, it is unlikely that these potential new light sources would be out of character with the existing surrounding residential setting to the extent that a significantly adverse environmental effect upon existing residences in the area would result. Accordingly, the magnitude of impact foreseen upon aesthetics is deemed to be less than significant and no mitigation appears to be warranted.

- n. **Item 14 - Cultural Resources**. The project site is located within an area that has been repeatedly disturbed and developed for various purposes over several decades. In addition, the site itself has been previously developed and significantly disturbed. Included with project application materials submitted to the Town was a written report prepared by a professional archaeologist and outlining the results of an archaeological survey of the site. The survey of the site did not reveal the presence of any archaeological or cultural resources on the site. Though it appears that the proposed project would have no significant adverse impacts on archaeological cultural resources, the possibility exists that such resources could be discovered during subsurface construction activities. As a result of this slight possibility, the Town of Paradise will condition any project approval to require all work to stop in the area of any discovery of

archaeological resources until a qualified archaeologist provides an appropriate evaluation of the discovery. Therefore, no significant impact is expected and no mitigation measure appears to be warranted.

- o. **Item No. 15 - Recreation.** It is not anticipated that the proposed Grand Sierra Lodge project would have a significant adverse impact upon recreational resources in the Paradise Community, since the facility will not in and of itself provide additional housing opportunities for families. Therefore, impacts to recreational facilities are deemed to be less than significant and no mitigation measures related thereto appear to be necessary.

2. **Mitigation Monitoring**

Since the preparation of this initial study did not result in the necessity for the development and application of mitigation measures, no mitigation monitoring program for the project developer and/or the Town of Paradise to administer is necessary.

IV. **DETERMINATION.**

On the basis of this initial evaluation:

- 1. I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- 2. I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in this document shall be added to the project. **A NEGATIVE DECLARATION WILL BE PREPARED.**
- 3. I find the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- 4. I find that the proposed project **MAY** have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation

measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.

5. I find that although the proposed project could have a significant effect on the environment, there **WILL NOT** be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project.



A rectangular area of the document is redacted with a grey box, obscuring the signature of the official.

\_\_\_\_\_  
Craig Baker, Planning Director  
Town of Paradise


Date 6/25/12

**V. REFERENCES**

1. Town of Paradise 1994 General Plan, Volumes I-III, Town of Paradise Community Development Department and Quad Consultants, October 1994.
2. Town of Paradise inventory map of archaeologically sensitive areas 1987, CSUC Anthropology Department.
3. Master storm drainage study and facilities plan, Paradise, California, 1980, McCain Associates.
4. Paradise Irrigation District water distribution map, 1993.
5. USGS topographic map: Paradise East Quadrangle, 1994.
6. The California natural diversity database, state Department of Fish and Game, 1988 and 1990.
7. "Soils of Paradise and Their Ability to Treat Domestic Wastewater," Wert and Associates, 1992.
8. Town of Paradise General Plan Land Use Designation Map; October, 1994.
9. Town of Paradise Zoning Ordinance (Title 17 of the Paradise Municipal Code).
10. Town of Paradise General Plan Land Use Constraints Diagram; October, 1994.
11. Field Inspection of the project Site by planning staff, March 28, 2012.
12. Grand Sierra Lodge project materials submitted to the Town of Paradise on March 21, 2012.

Initial Study

Prepared by:

  
Craig Baker

Community Development Director/Planning Director  
Town of Paradise

TOWN OF PARADISE

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE REZONING CERTAIN REAL PROPERTIES FROM “RR-2/3” (RURAL RESIDENTIAL, 2/3-ACRE MINIMUM) TO A “CS” (COMMUNITY SERVICES) ZONE PURSUANT TO PARADISE MUNICIPAL CODE SECTIONS 17.45.500 ET. SEQ. (PL12-00075: GRAND SIERRA LODGE)**

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

**SECTION 1.** The hereinafter described real properties situated in the Town of Paradise, State of California, shall be and are hereby zoned “CS” (Community Services) as described in Chapter 17.26 of the Paradise Municipal Code and such land area shall be subject to the restrictions, restricted uses and regulations of such chapter. The real properties so zoned are located at 6975 and 6983 Pentz Road in the Town of Paradise, and are more particularly identified as AP Nos. 050-082-023 and 050-082-105.

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

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**ORDINANCE NO. \_\_\_\_**

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this \_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

\_\_\_\_\_  
Steve "Woody" Culleton, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Joanna Gutierrez, Town Clerk

**APPROVED AS TO FORM:**

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



**TOWN OF PARADISE  
RESOLUTION NO. 12-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE ADOPTING A  
NEGATIVE DECLARATION AND AMENDING THE LAND USE MAP OF THE 1994 PARADISE  
GENERAL PLAN (PL12-00075: GRAND SIERRA LODGE)**

**WHEREAS**, the Paradise Planning Commission and the Paradise Town Council have conducted public hearings, pursuant to California planning and zoning law concerning a proposed amendment to the land use map of the 1994 Paradise General Plan; and

**WHEREAS**, such public hearings also included review of potential environmental impacts associated with the amendment to the Paradise General Plan, pursuant to requirements of the California Environmental Quality Act; and

**WHEREAS**, Section 65358 of the California Government Code allows a legislative body to amend its General Plan, and

**WHEREAS**, the action of the Town Council follows the requirements of Government Code Sections 65353, 65354, 65854 and 65090; and

**WHEREAS**, the Town Council has considered the analysis and recommendation of the Community Development Department; has received and considered the recommendations of the Planning Commission via adopted Planning Commission Resolution No. 12-03; and has considered the comments made at public hearings conducted by the Planning Commission and the Town Council; and on the basis thereof has determined pursuant to Section 65358 of the Government Code that a certain amendment of the 1994 Paradise General Plan Land Use Map is in the public interest; and

**WHEREAS**, the Paradise Planning Commission and the Town Council have determined that the proposed General Plan (land use map) amendment and rezone project is appropriate and reasonable because it would result in the assignment of general plan land use and zoning designations to the affected properties that are appropriate and reasonable in a manner that **a)** promote the development of an additional quality assisted living facility in the Town, **b)** is compatible with existing residential land uses in the surrounding area and therefore is consistent with applicable 1994 Paradise General Plan policies, and, **c)** assigns an appropriate General Plan land use designation to an adjacent property developed with an existing and legally established church facility.

RESOLUTION NO. 12-\_\_\_\_\_

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

**Section 1.** The Town Council hereby adopts the Negative Declaration for the Grand Sierra Lodge project based on the Initial Study relating to this General Plan Amendment, the associated staff report, all public comments relating to the project and the Town Council's independent judgment that there is no substantial evidence that this amendment to the General Plan will have a significant effect on the environment.

**Section 2.** The Town Council hereby adopts this amendment to the 1994 Paradise General Plan known as PL12-00075, assigning a Community Services (CS) General Plan land use map designation for a +/-5.82 acre land area located at 6975 and 6983 Pentz Road in Paradise and further identified as AP Nos. 050-082-023 and 050-082-105, as set forth in Exhibit "A" attached hereto and made a part hereof by reference.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this \_\_\_\_ day of \_\_\_\_\_ 2012, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

\_\_\_\_\_  
Steve "Woody" Culleton, Mayor

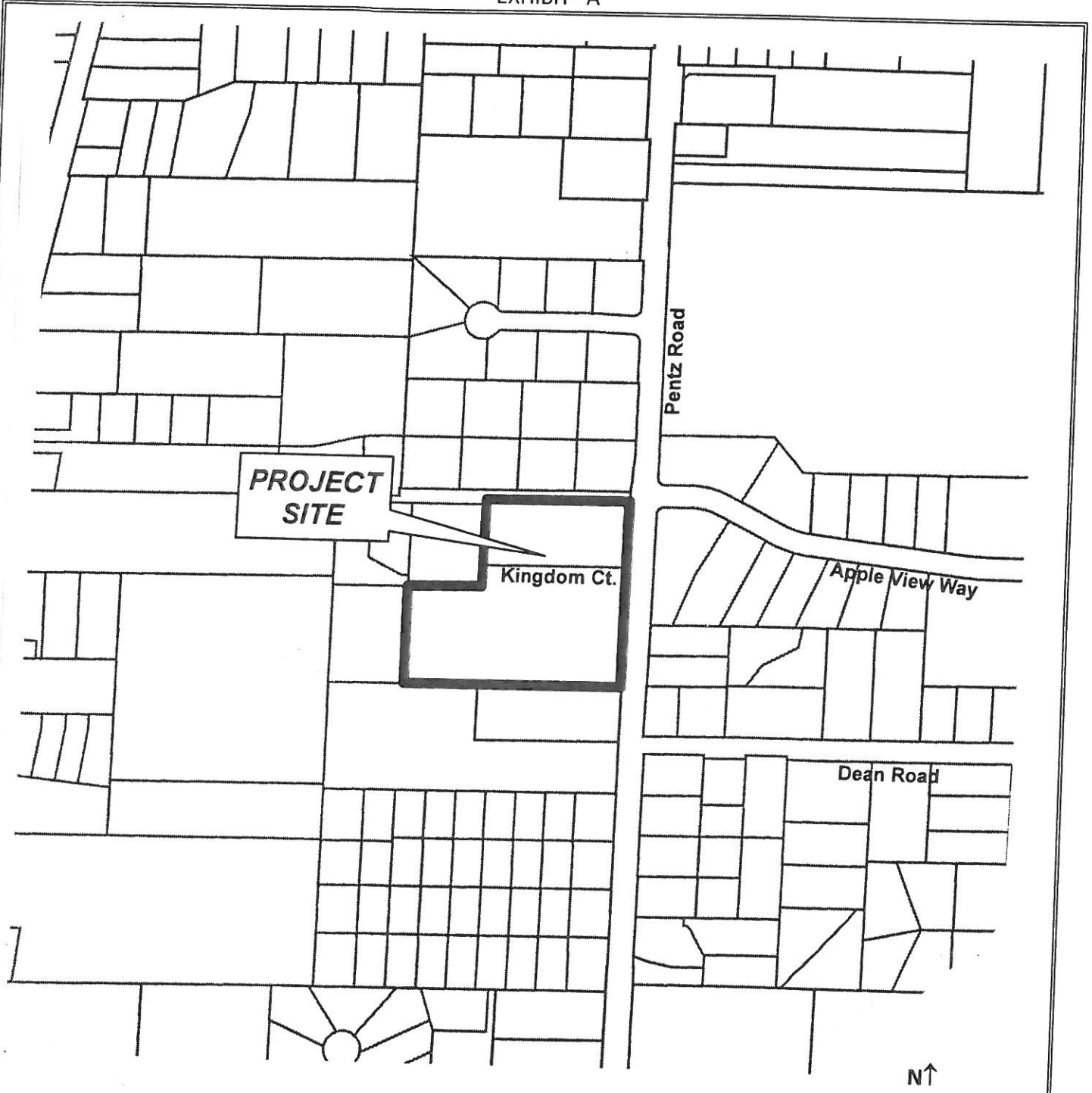
**ATTEST:**

By: \_\_\_\_\_  
Joanna Gutierrez, Town Clerk

**APPROVED AS TO FORM:**

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

EXHIBIT "A"



<b>APPLICANTS: BILL AND ANN MARTIN</b>		<b>6975 and 6983 Pentz Road</b>
<b>OWNERS: JAY AND JOYCE POWELL</b>		
<b>REQUEST:</b> General Plan amendment/rezone application proposing the assignment of a Community Services (CS) land use designation for a vacant 1.66 acre property and an adjacent 4.16 acre property currently developed for religious assembly purposes.		
<b>Existing General Plan designation: RR</b>	<b>Proposed General Plan designation: CS</b>	<b>FILE NO. PL12-00075</b>
<b>ASSESSOR PARCELS: 050-082-023 and 050-082-105</b>		<b>HEARING DATE: 8/7/12</b>

**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: August 7, 2012**

**Agenda Item 7(a)**

**ORIGINATED BY:** Craig Baker, Community Development Director

**REVIEWED BY:** Chuck Rough, Town Manager

**SUBJECT:** Adoption of Town Ordinance No. 524

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

1. Waive second reading of the entire Town Ordinance No. 524 and approve reading by title only [roll call vote]; **AND**
2. Adopt Town Ordinance No. 524, "An Ordinance Amending Text Regulations Within Paradise Municipal Code Chapter 17.38 Relating to Off-Street Parking Regulations"

**BACKGROUND:** On July 10, 2012, the Town Council introduced the above-noted Town ordinance for purposes of eventual adoption.

**DISCUSSION:** Town staff recommends that the Town Council waive the second reading of this entire ordinance; read it by title only; and formally adopt Town Ordinance No. 524 (copy attached). Once adopted, the provisions of this ordinance will be effective thirty days thereafter.

**FINANCIAL IMPACT:** An approximate cost of \$85.00 will be borne by the Town of Paradise for publication of the ordinance within the local newspaper.

Attachment

**TOWN OF PARADISE**

**ORDINANCE NO. 524**

**AN ORDINANCE AMENDING TEXT REGULATIONS WITHIN PARADISE MUNICIPAL CODE  
CHAPTER 17.38 RELATING TO OFF-STREET PARKING REGULATIONS**

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

**SECTION 1.** Section 17.38.200 (B) of the Paradise Municipal Code shall be amended as follows:

- B. Facilities being used for off-street parking on the effective date of this ordinance codified in this title shall not be reduced in capacity to less than the number of parking spaces required, or altered in design or function to less than the minimum standards prescribed by this title, except as provided by Section 17.38.350 of this chapter.

**SECTION 2.** A new section 17.38.350 shall be added to the Paradise Municipal Code to read as follows:

**17.38.350 Exceptions.**

- A. The parking requirements set forth in Section 17.38.1000 of this chapter may be reduced by up to twenty percent by the Planning Director, or by the Planning Commission or the Town Council upon appeal, via the granting of an administrative permit processed in accordance with Section 17.45.240 of this Title. An administrative permit authorizing a reduction in required off-street parking spaces shall be granted only when all of the following findings are determined, based on substantial evidence:
  - 1. The specific characteristics of the land use for which the reduction is requested (e.g., hours of operation, mixed use projects, site characteristics, number of employees, characteristics of surrounding land uses, proximity to regional transit lines or public parking, etc.) do not necessitate the number of parking spaces that would otherwise be required by this chapter;
  - 2. Information provided by the applicant for a reduction in required parking documents the need for fewer parking spaces (e.g., market studies, sales receipts, documentation of customer volume and frequency, parking standards for the proposed land use required by other jurisdictions, etc.); and

- 3. The reduced parking standards will be adequate to accommodate all parking demands generated by the proposed land use and will not be detrimental to the public’s health, safety and general welfare.

**SECTION 3.** Section 17.38.800 of the Paradise Municipal Code shall be amended to read as follows:

A. Each off-street loading space required by this title shall be of sufficient size to park commercial vehicles loading and unloading merchandise and materials on the property on which a space is located, together with such additional area which the town engineer determines is necessary to safely maneuver a vehicle between the loading space and any public right-of-way or any road, street or alley adjoining the property.

B. Private off-street loading space for the handling of goods, materials and equipment shall be provided as follows:

- 1. Buildings fifteen thousand (15,000) square feet or greater of gross floor area (including building conversions): one off-street loading space, plus one additional space for each additional thirty thousand (30,000) square feet of gross floor area.
- 2. Buildings less than fifteen thousand (15,000) square feet or greater of gross floor area shall not be required to install an off-street loading space.

**SECTION 4.** The portion of Section 17.38.1000 of the Paradise Municipal Code establishing off-street parking requirements for “Retail sales, retail service” shall be amended as follows:

<u>Use</u>	<u>Minimum Requirements</u>
Retail sales, retail service	1 per 250 square feet

**SECTION 5.** This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this 7th day of August, 2012 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Steve "Woody" Culleton, Mayor

**ATTEST:**

\_\_\_\_\_  
JOANNA GUTIERREZ, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
DWIGHT L. MOORE, Town Attorney



**Town of Paradise  
Council Agenda Summary  
Date: August 7, 2012**

**Agenda Item: 7b**

**Originated by:** Paul T. Derr, Public Works Manager  
Lauren Gill, Assistant Town Manager

**Reviewed by:** Charles Rough Jr., Town Manager

**Subject:** Award of Bid for the Various Asphalt Repairs 2012 Project

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**Council Action Requested:**

1. Award the contract for the Various Asphalt Repairs 2012 Project, Public Works Maintenance Project 2120-45-4755-472 to Franklin Construction in the amount of \$71,805.00 and authorize the Town Manager to sign the contract; AND
2. Approve a budget appropriation adjustment of \$26,805 to Gas Tax 2120.45.4755.5213.100 and a \$26,805 transfer in from Transportation Fund 2110.00.0000.5910.120; OR
3. Provide alternative direction to staff.

**Background:**

This project is a maintenance program to dig-out failed asphalt concrete, and replace with full depth (6" thickness) asphalt concrete. This year we have concentrated the work on Skyway, from Bille Road to Wagstaff, Clark Road from Wagstaff north to the limits of the 2009 ARRA Overlay Project with an add alternate bid to cover Pentz Road from Bille Road to Ponderosa School.

On July 14, 2012, this project was first advertised in the Paradise Post. There were two bids for this project received and they were opened at 3:00 PM, on July 26, 2012. Although Knife River was the low bidder for the base bid, Franklin Construction was the low bidder for the combined base bid and add alternate #1, as shown on the attached bid tabulation sheet for the base bid plus add alternate #1.

**Fiscal Impact Analysis:**

Award of this bid will result in an expenditure of approximately \$71,805.00 from Gas Tax funds. All quantities are estimated, the final pay quantities shall be measured upon completion of the project. The adopted budget line item for this project is \$45,000.00. The Engineers Estimate for this project was \$44,000.00. The low bid was \$ 71,805.00. A budget appropriation adjustment to the Gas Tax fund and transfer in from the Transportation fund in the amount of \$26,805 is needed to cover the cost of the project.



**TOWN OF PARADISE, CALIFORNIA**

**AGREEMENT  
FOR  
VARIOUS ASPHALT REPAIRS 2012**

**THIS AGREEMENT** is entered into this \_\_\_\_day of \_\_\_\_\_, 2012 between the Town of Paradise (hereinafter called "Town"), and **Franklin Construction** (herein after called "Contractor").

WHEREAS, Contractor has been awarded the Contract for the work relating to the **VARIOUS ASPHALT REPAIRS 2012**.

The parties hereto mutually agree as to the terms and conditions herein set forth.

**1. STATEMENT OF WORK:**

Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for the Construction of the **VARIOUS ASPHALT REPAIRS 2012**, Paradise, California.

**2. CONTRACT DOCUMENTS:**

This instrument, together with the other documents listed below, which said other documents shall be as binding upon the parties hereto as if they were fully set forth herein, shall form the Contract. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents.

The Contract Documents, sometimes also referred to as "the contract," consist of the following:

- a. Advertisement for Bids
- b. Vicinity Map
- c. Instructions to Bidders
- d. Bid submitted by Contractor
- e. Experience Statement
- f. Subcontractor List
- g. Bid Bond
- h. Labor and Materials Bond
- i. Performance Bond
- j. Agreement
- k. General Provisions
- l. Special Provisions
- m. Technical Provisions
- n. Labor Compliance Check List and Forms
- o. Drawings, Specifications and Standard Plans and Standard Specifications
- p. Addendum No.   n/a   dated \_\_\_\_\_.

**3. SCOPE OF CONTRACT:**

Contractor agrees to undertake and complete all obligations under the Contract Documents relating to **Various Asphalt Repairs 2012** and in the manner designated in, and in strict conformity with, the Contract Documents.

**4. CONTRACT AMOUNT:**

Town agrees to pay and Contractor agrees to accept, in full payment for the above work, subject to additions and deductions as provided in the Contract Documents, the amount of **\$ 71,805.00**, which amount includes all applicable fees and taxes, and which amount is hereinafter referred to as the "Contract Amount".

**5. LEGAL WORK DAY:**

Eight (8) hours labor constitutes a legal day's work performed pursuant to this Contract. Contractor shall forfeit as a penalty to the Town TWENTY-FIVE DOLLARS (\$25.00) for each workman employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of Division 2, Part 7, Chapter 1, Article 3, of the Labor Code (Labor Code Section 1810-1815). Notwithstanding the foregoing provisions of this Section, work performed by employees of Contractors and of subcontractors in excess of eight hours per day and forty hours in any one week shall be permitted upon compensation for all hours worked in excess of eight hours a day and at not less than one and one-half times the basic rate of pay.

**6. WORKMEN'S COMPENSATION:**

In accordance with the provisions of 3700 of the Labor Code, every Contractor will obtain worker's compensation insurance covering the Contractor's employees and to furnish a certificate to the Town showing such coverage before commencement of the work.

**7. INSURANCE**

The Contractor shall provide to Town a certificate of insurance for Commercial General Liability Insurance and Worker's Compensation Insurance in the form and amounts shown in the specifications. Such insurance shall name Town as an additional insured and shall not be canceled without a 30-day written notice to the Town.

**8. TIME OF COMMENCEMENT AND COMPLETION**

The work to be performed under this Contract shall be commenced no later than fourteen (14) calendar days after the date of written "Notice to Proceed" from the Town to start and diligently and continuously prosecute to final completion. In no event shall contractor fail to complete the work any later than **30 calendar days after the date of written Notice to Proceed.**

**9. NON ASSIGNMENT**

Contractor shall not assign this Contract to any other party without the prior written consent of the Town.

**10. DISPUTES**

Disputes between the Town and Contractor of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104 et. seq., as set forth in the attached Exhibit "A".

**11. INDEMNIFICATION**

Contractor shall hold harmless, indemnify and defend Town its officers, officials, employees, agents and volunteers from and against any liability, claims loss, damages and costs, including attorney's fees and court costs of every

nature resulting from or in connection with Contractor's work under this Contract, except for damages caused solely by the Town's active negligence.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**TOWN OF PARADISE**

**CONTRACTOR**

By: \_\_\_\_\_  
Town Manager

By: \_\_\_\_\_

**APPROVED AS TO FORM**

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
Town Attorney

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
Contractor's I.D. or SSN

## RFP SUMMARY

PROJECT NAME: VARIOUS ASPHALT REPAIRS - 2012

OPENING DATE: JULY 26, 2012 @ 3:00 P.M.

LOCATION: TOWN CLERK'S OFFICE

CONTRACTOR Name of Bidder	BASE BID	Alternate 1 (If Applicable)	<del>Alternate 2</del> (If Applicable)
1. <i>Kimpe River</i> <i>Chico, CA</i>	48,900.00%	33,250.00%	82,150.00%
2. <i>Franklin Construction</i> <i>Chico, CA.</i>	49,480.00%	22,325.00%	71,805.00%

*Total Bid  
All Items*

Present at Opening: *3:00pm*  
*Joanna Gutierrez, Town Clerk*  
*Paul Derr, Public Works Manager*