

Town of Paradise Town Council Meeting Adjourned Agenda 6:00 PM – December 08, 2020

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

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

Town Manager, Kevin Phillips
Town Attorney, Mark A. Habib
Town Clerk, Dina Volenski
Community Development Director, Susan Hartman
Administrative Services Director/Town Treasurer, Brooke Kerrigan
Public Works Director/Town Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, Garrett Sjolund
Chief of Police, Eric Reinbold
Disaster Recovery Director, Katie Simmons

- I. The Mayor is the Presiding Chair and is responsible for maintaining an orderly meeting. The Mayor calls the meeting to order and introduces each item on the agenda.
- II. The Town staff then provides a report to Council and answers questions from the Council.
- III. Citizens are encouraged to participate in the meeting process and are provided several opportunities to address Council. Any speaker addressing the Council is limited to three minutes per speaker - fifteen minutes per agenda item

Public Participation

In accordance with Governor Newsom's Executive Order N-29-20, remote public participation is allowed in the following ways:

Town Council meetings are available to be viewed on YouTube at <https://www.youtube.com/channel/UCpo2Gy0EGJwcFvDU2xnjgbw>

Public comment will be accepted by email with the subject line PUBLIC COMMENT ITEM ___ to dvolenski@townofparadise.com prior to 5:30 p.m. on the day of the meeting and will be read into the record during public comment. Written comments are subject to the regular time limitations of three minutes per speaker, please limit to 200 words or less. If you are unable to provide your comments in writing, please contact the Town Clerk's office for assistance at (530) 872-6291.

Public comment may be submitted by telephone during the meeting, prior to the close of public comment on an item by calling (530) 872-5951 at the time indicated by the Mayor. Alternately you may send an email with the subject line:

TELEPHONE PUBLIC COMMENT ITEM ___ to the Town Clerk dvolenski@townofparadise.com prior to 5:30 p.m. on the day of the meeting, include your telephone number and the Mayor will call you during public comment.

Disabled persons may request reasonable modifications or accommodations relating to the use of telephonic or electronic observation and participation prior to the Council meeting by contacting the Town Clerk at (530) 872-6291 ext. 102.

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

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call

- 1a. p7 Approve minutes of the October 13, 2020, November 2, 2020 and November 10, 2020 Regular and November 19, 2020 Special Council meetings.
- 1b. The Year in Review by Mayor Greg Bolin.
- 1c. Recognition of Council Members Melissa Schuster and Mike Zuccolillo.
- 1d. p27 Adopt Resolution No. 20-42, A Resolution of the Town Council of the Town of Paradise Reciting the Fact of the General Municipal Election Consolidated with the Statewide General Election held on November 3, 2020 Declaring the Result and Such Other Matters as Provided by Law.
- 1e. Present Certificates of Election and administer Oaths of Office to newly elected Council Members Greg Bolin, Steve "Woody" Culleton and Rose Tryon.
- 1f. Adjourn meeting for a 10-minute recess for incoming Council Members.
- 1g. Town Clerk will reconvene the Council Meeting and take a roll call to include newly seated Council Members.
- 1h. p43 Town Council Selection of Mayor for a one-year term beginning December 08, 2020 through December 14, 2021.
- 1i. Mayor will chair the selection for Vice Mayor for a one-year term commencing December 8, 2020 and ending the first regular meeting in December 2021.
- 1j. Camp Fire Recovery Updates:
 - Hazardous Tree Removal, Broadband, Housing, Advocacy, Disaster Recovery in 2021 - Disaster Recovery Director Katie Simmons
 - Business Update - Assistant to the Town Manager Colette Curtis

2. CONSENT CALENDAR

One roll call vote is taken for all items. Consent items are considered to be routine business that does not call for discussion.

- 2a. p44 Approve November 2020 Cash Disbursements in the amount of \$1,979,692.09.
- 2b. p52 1. Adopt Resolution No. 20-43, A Resolution of the Town Council of the Town of Paradise declaring a certain Fire vehicle to be surplus property and authorizing disposal thereof.
- 2c. p54 Consider concurring with staff's recommendation of Holdrege & Kull Consulting Engineers and Geologists, dba NV5 to perform on-call materials testing services on a variety of federally, state and locally funded efforts; and, 1. Approving the attached Master Professional Services Agreement

and authorize the Town Manager to execute an agreement relating to on-call materials testing services; and, 2. Adopting Resolution No. 20-44, A Resolution designating authority to the Paradise Town Manager to execute individual task orders under the resultant master agreement for RFQ 2020-004 On-Call Materials Testing Services up to the maximum contract aggregate amount of seven hundred fifty thousand dollars (\$750K) to expedite and facilitate Camp Fire recovery efforts.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

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

5. PUBLIC HEARINGS

Public Hearing Procedure:

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

5a. p103 Hear informational update from staff regarding the formation of an Underground Utility District 20-1, continue the Public Hearing from November 10, 2020 and close the public hearing without further action.

5b. p112 Conduct the duly noticed and scheduled public hearing related to the recommended General Plan Land Use Map amendment and rezone for Paradise Unified School District property located at 634 Pearson Road Assessor Parcel No. 054-050-092. Upon conclusion of this public hearing, introduce and adopt the Planning Commission’s recommended actions: 1. Concur with the Planning Director’s determination that the project application is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15302 (Replacement or Reconstruction); and, 2. Concur with the project recommended General Plan Land Use Map amendment and rezone action adopted by the Planning Commission on November 17, 2020, and embodied within Planning Commission Resolution No. 20-04; and, 3. Adopt Town of Paradise Resolution No. 20-45, “A Resolution of the Town Council of the Town of Paradise Amending the Land Use Map of the 1994 Paradise General Plan (PUSD: PL20-00261); and, 4. Waive the first reading of Town Ordinance No. 601 and read by title only; and, 5. Introduce Town of Paradise Ordinance No. 601, “An Ordinance Rezoning Certain Real Property From “C-C” (Community-Commercial) to a “C-F” (Community-Facilities) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PUSD: PL20-00261)” (ROLL CALL VOTE)

6. COUNCIL CONSIDERATION

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

- [6a.](#) p137 Consider appointing council representatives and alternates to represent the Town of Paradise on various local and regional boards, committees and commissions.
- [6b.](#) p144 Consider Adopting Resolution No. 20-46, A Resolution of the Town Council of the Town of Paradise Approving the 2021 Federal Advocacy Platform. (ROLL CALL VOTE)
- [6c.](#) p160 1. Acknowledge findings and recommendations made by HDR Engineering in consideration of their Phase 1 Preliminary Engineering and Environmental Review work of the proposed Paradise Sewer Project; and,
2. Acknowledge letter from Central Valley Regional Water Quality Control Board dated November 4, 2020 in consideration of their independent evaluation of wastewater treatment options for the Town of Paradise; and,
3. Concur with staff recommendation to prepare a complete Environmental Impact Report for the Paradise Sewer Project with a connection to the City of Chico's Water Pollution Control Plant; and,
4. Contingent upon selection of the Regional Alternative (Item 3), authorize the Town Manager to execute an amendment to the HDR Engineering Professional Services Agreement to include a revised scope and fee to prepare a complete Environmental Impact Report for the Paradise Sewer Project with a connection to the City of Chico's Water Pollution Control Plant; and,
5. Direct staff to continue to coordinate with the Central Valley Regional Water Quality Control Board the formation of a Brown Act-compliant committee composed of at least four (4) members with two (2) elected Council members from both the Town of Paradise and the City of Chico. (ROLL CALL VOTE)
- [6d.](#) p218 Consider waiving the reading of entire Town of Paradise Urgency Ordinance No. 602 and Adopt Town of Paradise Ordinance No. 602, "An Urgency Ordinance of the Town Council of the Town of Paradise Repealing Urgency Ordinance No. 595 and Adopting New Ordinance Relating to Requirements of a Mandatory Hazard Tree Removal Program Inside the Camp Fire Area" (ROLL CALL VOTE)
- [6e.](#) p251 Consider amending the tenant lease agreement with the Gold Nugget Museum to include the caboose building in addition to the depot building in Paradise Community Park; or give alternate direction to staff. (ROLL CALL VOTE)
- [6f.](#) p272 1. Discuss the process and timing for establishing the new Measure V Citizen's Oversight Committee; and,
2. Consider selecting one of four options to determine how Council will set up the Measure V Citizen's Oversight Committee:

- a. Retain the current Measure C Oversight Committee members that would like to remain on the Committee and advertise for any open positions.
- b. Designate two Council Members to screen and interview applicants and bring back a recommendation to the full Council for appointment of nine members on February 9, 2021.
- c. The full Town Council screen and interview the applicants at a Special Meeting.
- d. Council direct a sub-committee to pre-screen applicants based on Council designated criteria and forward nine recommended or preferred applications for Town Council to consider; and,

3. Consider adopting Resolution No. 20-___, A Resolution of the Town Council Approving By-laws for the Governance of the Measure V Citizen Oversight Committee approved by the Voters on November 6, 2018. (ROLL CALL VOTE)

6g. p278 1. Discuss establishing a PG&E Oversight Committee to monitor the funds received from the PG&E Settlement; and,

2. Consider selecting one of the following two options to determine if and how Council will set up the PG&E Oversight Committee:

- a. Use the established Measure V Oversight Committee members as an Oversight Committee for the funds received from the PG&E Settlement.
- b. Create an additional oversight committee to review the PG&E Settlement funds; or,

3. Determine that there is no need for a PG&E Oversight Committee. (ROLL CALL VOTE)

6h. p280 1. Approve the proposed new job description and salary pay schedule for a 40-hour Senior Supervising Code Enforcement Officer; and, 2. Authorize adding the Senior Supervising Code Enforcement Officer position to the FY 2020/21 salary pay plan and position control; and, 3. Authorize adding the Office Assistant (Code Enforcement) position to the FY 2020/21 salary pay plan and position control. (ROLL CALL VOTE)

7. COUNCIL INITIATED ITEMS AND REPORTS

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

8. STAFF COMMUNICATION

- 8a. Town Manager Report

9. CLOSED SESSION

- 9a. Pursuant to Government Code section 54956.9(d)(1) The Town Council will hold a closed session with the Town Attorney Dwight L. Moore and Town Manager Kevin Phillips relating to the following pending litigation: Town of Paradise vs. Comcast Phone of California and Comcast Digital Phone and AT&T Corp. – Case No. 20-08-018 before the Public Utilities Commission of the State of California.
- 9b. Pursuant to Government Code section 54957(b), the Town Council will hold a closed session relating to public employee discipline/dismissal/release.

10. ADJOURNMENT

STATE OF CALIFORNIA)	SS.
COUNTY OF BUTTE)	
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	

MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – October 13, 2020

1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Bolin at 6:01 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Jody Jones.

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Kevin Phillips, Town Attorney Mark Habib, Town Clerk Dina Volenski, Administrative Services Director/Town Treasurer Brooke Kerrigan, Assistant to the Town Manager Colette Curtis, Police Chief Eric Reinbold, Town Engineer/Public Works Director Marc Mattox, Community Development Director Susan Hartman, Disaster Recovery Director Katie Simmons and Division Chief Garrett Sjolund

- 1a. Charles Brooks and Holly Fisher from the Rebuild Paradise Foundation provided information on Housing Grants availability.
- 1b. Dr. Robert Bernstein, Butte County Health Officer, provided an update on Covid-19 in Butte County.
- 1c. Camp Fire Recovery Updates:
 - Disaster Recovery Director Katie Simmons provided an update on the Hazard Tree Removal Programs, Housing Study and Broadband Update
 - Town Engineer/Public Works Director Marc Mattox provided an update on the Wastewater Disposal System and Road Projects
 - Community Development Director Susan Hartman provided an update on Code Enforcement and the Community Development Department
 - Assistant to the Town Manager Colette Curtis provided an update on new businesses in the Town of Paradise

2. CONSENT CALENDAR

MOTION by Schuster, seconded by Zuccolillo, approved consent calendar items 2a through 2g. Roll call vote was unanimous.

- 2a. Approved minutes from the September 8, 2020 Special and Regular Town Council meetings.

- 2b. Approved September 2020 Cash Disbursements in the amount of \$2,008,954.98
- 2c. Reviewed and filed the 4th Quarter Investment report for the Fiscal Year ended June 30, 2020.
- 2d. Adopted Resolution No. 20-33, A Resolution of the Town Council of the Town of Paradise rescinding Resolution 09-14 and approving the California Department of Transportation Disadvantaged Business Enterprises (DBE) Implementation Agreement.
- 2e. Adopted Resolution No. 20-34, A Resolution of the Town Council of the Town of Paradise authorizing agents to execute an application with the California Governor's Office of Emergency Services for obtaining certain federal financial assistance.
- 2f. Adopted Resolution No. 20-35, A Resolution of the Town Council of the Town of Paradise Adopting Program Guidelines for the Camp Fire Recovery: Septic Repair and Replacement Pilot Program funded by the State Water Resources Control Board.
- 2g. 1. Adopted Resolution No. 20-36, A Resolution of the Town Council of the Town of Paradise Authorizing Examination of Sales, Use and Transactions Tax Records; and, 2. Authorized the Town Manager to execute an agreement with HdL Companies for services of sales, use, and transactions tax auditing, monitoring and reporting; and, 3. Authorized the examination of sales, use, and transactions tax records on file with the California Department of Tax and Fee Administration (CDTFA) by designated Town Officials and HdL Companies.

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION

- 1. Lorraine Dechter – requested assistance because rebuilding is difficult and some departments at the Town are non-responsive.
- 2. Raymond Klein – is concerned with communication during power outages because there is no official news source and the Radio Station is a Tier 1 need.
- 3. Anna Swanson – asked the Council to address price gouging from contractors and is concerned with neighboring trees that could fall on property.

5. PUBLIC HEARINGS

- 5a. Community Development Director Susan Hartman provided the Town Council with an update on the proposed ordinance banning a Needle and Syringe exchange program in the Town of Paradise.

Mayor Bolin announced that the Town Council would conduct the duly noticed and scheduled public hearing and upon conclusion of the public hearing consider the following: 1. Concur with the project "CEQA determination" finding presented and considered by the Planning Commission on September 15, 2020, and embodied within Planning Commission Resolution No. 20-02; and, 2. Consider waiving the first reading of Town Ordinance No. 599 and read by title only; and, 3. Introduce Town Ordinance No. 599, An Ordinance Amending Text Regulation within Title 17 of the Paradise Municipal Code Relative to Prohibiting the Establishment of Needle and Syringe Exchange Programs within the Town of Paradise not Associated with a Health Facility"

Mayor Bolin opened the public hearing at 7:46 p.m.

1. Town Clerk Volenski received a public comment from Dawn Durfee supporting the ban on the needle and exchange program.
2. Steve "Woody" Culleton supports a ban on the needle and exchange program.

Mayor Bolin closed the public hearing at 7:48 p.m.

Town Council discussed the recommendation from the Planning Commission and removed the section the Planning Commission added that would allow the program as an accessory activity of a health facility.

MOTION by Zuccolillo, seconded by Jones, concurred with the project "CEQA determination" finding presented and considered by the Planning Commission on September 15, 2020, and embodied within Planning Commission Resolution No. 20-02; and, 2. Waived the first reading of Town Ordinance No. 599 and read by title only; and, 3. Introduced Town Ordinance No. 599, An Ordinance Amending Text Regulation within Title 17 of the Paradise Municipal Code Relative to Prohibiting the Establishment of Needle and Syringe Exchange Programs within the Town of Paradise." Roll call vote was unanimous.

5b. Mayor Bolin announced that the Town Council would conduct the duly noticed and scheduled public hearing to solicit comments regarding a proposed Substantial Amendment to the 2019-20 Annual Plan for the Community Development Block Grant. (This is the first of two public hearings, no action was requested at this time.)

Mayor Bolin opened the public hearing at 7:51 p.m.

There was no public comment.

Mayor Bolin closed the public hearing at 7:51 p.m.

5c. Mayor Bolin announced that the Town Council would conduct the duly noticed and scheduled public hearing to establish Underground Utility District 20-1. Upon conclusion of the public hearing Town Council would consider the following: 1. Adopting Resolution No. 20-___, A Resolution of the Town Council of the Town of Paradise (1) declaring and determining a certain area with the Town as the Paradise Arterials & Collectors Underground District (Underground District 20-1), and (2) finding and determining that

public necessity, health or safety require the removal of poles, overhead wires, and associated structures, and ordering removal of same (Underground District 20-1)

Mayor Bolin and Council Member Zuccolillo recused themselves from the dais at 7:52 p.m. due to a potential conflict of interest.

Public Works Director/Town Engineer Marc Mattox provided an overview of the process to form a Rule 20-1 District.

Mayor Bolin opened the public hearing at 7:52 p.m.

EMAIL COMMENTS

1. Jeffrey Miskin wants cooperation from the utility companies.
2. Richard Randlett does not support creating the district because the rates will increase and thinks the Town Council should focus on lowering building costs.
3. Ed Schilling is in favor of removing the poles and undergrounding utilities.
4. John Heebink is in favor of undergrounding utilities
5. John Maquire concurs with the Town Council about undergrounding utilities.
6. Thomas Koegel, AT&T legal, stated that AT&T intends to continue to work with the Town of Paradise, PG&E and all affected parties to reach a prompt and amicable resolution for all concerned.

IN PERSON

7. Steve "Woody" Culleton supports the undergrounding of utilities.
8. Alice Perez, AT&T Director, has been committed to working with PG&E and Comcast and will be meeting with them later this week.
9. Carole Wright is concerned that property on Edgewood Lane will not be included in the underground utilities.

Mayor Bolin closed the public hearing at 8:11 p.m.

MOTION by Jones, seconded by Schuster, to follow staff recommendation to adjourn the public hearing to October 29, 2020 at 6:00 p.m. AYES: Crowder, Jones and Schuster NOES: None ABSTAIN: None ABSENT: Zuccolillo and Bolin, Mayor.

After further discussion Council rescinded the above motion and made the following motion:

MOTION by Schuster, seconded by Jones, rescinded item 5c, adjourning the public hearing to October 29, 2020 and changed the adjourned public hearing meeting date to November 2, 2020 at 6:00 p.m. AYES: Crowder, Jones and Schuster NOES: None ABSTAIN: None ABSENT: Zuccolillo and Bolin, Mayor.

6. COUNCIL CONSIDERATION

- 6a. Community Development Director Susan Hartman provided the Town Council with an update on changes to the proposed Urgency Ordinance relating to interim housing.

EMAIL COMMENTS

1. Don Primer supports extending the urgency ordinance.
2. Kate Scowsmith from the Camp Fire Collaborative, supports extending the urgency ordinance until December 31, 2021.

IN PERSON

3. Jacqueline Shearer stated that the rules and restrictions are too strict and wrong, thinks the citizens should be getting the red carpet treatment and feels that people are being punished.
4. Paul Kliefoth has a standing home, received an Administrative Notice, but asked for an extension because his son is living on his property and he needs more time before he can rebuild.
5. Lorraine Dechter asked Council to remove the building permit requirements until December because of all the delays, does not want to be referred to as squatters and should be on the same time schedule as long term case managers.
6. Steve "Woody" Culleton doesn't understand why staff recommended six months, with conditions, instead of one year, septic tanks were damaged by debris removal with no liability assumed from FEMA and thinks that codes that don't make sense should be eliminated.
7. Deborah Deming has a house in Magalia, but can't stay in it because of dangerous trees on property and is staying in trailer in Paradise and requested extension of ordinance.
8. Randy Viehmeyer came to Paradise for peace and quiet and asked for the ordinance to be extended; they are not squatters, but need more time to decide what to do.

Council Member Jones showed pictures of non-compliance properties in her neighborhood that have multiple RV's, port-a-potties and no septic hook-ups. Is concerned that if an extension is passed, the ordinance needs to be strengthened for better enforcement.

Vice Mayor Crowder inquired about the permit that was to be displayed in the RV or on the property and thinks the ordinance should be extended.

Council Member Schuster stated that additional Code Enforcement Officers were added in July and inquired if there was enough staff to address the issues.

Community Development Director Hartman explained that every time the ordinance is updated, everyone with permits are subject to the updated changes, there will be sites that have not been updated, but are being documented for further outreach. There is only enough capacity to issue 15 citations per week.

Ms. Hartman shared that there are approximately 124 open Code Enforcement cases with RV's without a temporary use permit and that individuals living on the property need to show proof that they have been impacted/displaced by the Camp Fire.

Council Member Schuster stated that items approved in the past are allowing information to be gathered for staff to enforce at a policy level; Port-A Potties are on properties for workers and the entire community is confused by what they are supposed to be doing and thinks the ordinance should be extended the proposed six months.

Council Member Zuccolillo thinks that there are two issues; one is the blatant violators related to Code Enforcement who are disregarding the rules and the other issue are the group trying to move forward and decide how to rebuild. Thinks it's reasonable to extend the ordinance.

Mayor Bolin agrees that there are two issues; disagrees that the Council doesn't care and wants people to come back; there are people that are here, they are the ones that need support, but there has to be movement and then there is the other group that needs to be moved on because they are taking advantage of the situation and agrees that the ordinance should be extended.

Council Member Zuccolillo asked if the Code Enforcement issue could be addressed at the November meeting.

MOTION by Zuccolillo, seconded by Schuster, the Council choose option C and requested that information regarding Code Enforcement and the needs for enforcement be brought to the November 10, 2020 Town Council meeting; and, waived the reading of entire Town of Paradise Urgency Ordinance No. 600 and Adopted Town of Paradise Ordinance No. 600, "An Urgency Ordinance of the Town Council of the Town of Paradise Repealing Urgency Ordinance No. 598 and Adopting New Ordinance Relating to Interim Housing, Accessory Building(s) and Unoccupied Recreational Vehicle Inside the Camp Fire Area". Roll call vote was unanimous.

After discussion the Town Council rescinded 6a, the above motion, regarding the information related to Code Enforcement being brought back at the November 10, 2020 Town Council meeting to reflect the following:

MOTION by Zuccolillo, seconded by Schuster, rescinded the date of the Code Enforcement update from the November 10, 2020 Town Council meeting to the Special Town Council meeting date of November 2, 2020. Roll call vote was unanimous.

At 9:14 p.m. Mayor Bolin recessed the Council meeting for a five-minute break.

At 9:20 p.m. Mayor Bolin resumed the Council meeting.

- 6b.** Administrative Services Director/Town Treasurer Brooke Kerrigan provided an updated on the process of selecting Meeder Investment Management for investment advisory services.

Jim McCork from Meeder Investment Management provided the Town Council information on the company and how funds are managed.

MOTION by Zuccolillo, seconded by Schuster authorized the Town Manager to execute a contract, upon legal review, with Meeder Investment Management for investment advisory services and an agreement with US Bank to hold the PG&E settlement funds in a Custodial Account. Roll call vote was unanimous.

- 6c. MOTION by Jones, seconded by Bolin** concurred with the recommendation of the interview panel, Council Members Jones and Schuster, and appointed applicant Carissa Garrard to fill the current vacancy created by the sudden passing of Vice Chair Anita Towslee, effective immediately, expiring June 30, 2023. Roll call vote was unanimous.

- 6d.** Disaster Recovery Director Katie Simmons provided the Town Council with an update on the Early Warning System.

1. Gregg Mowers stated that he is familiar with air raid sirens and if they went off at odd times people were wondering what was going on.

Council requested a campaign to get information out to the public regarding the early warning system so that they are aware.

MOTION by Jones, seconded by Schuster, ratified the contract award to Genasys for advance planning of an Early Warning System. Roll call vote was unanimous.

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items - None

- 7b. Council reports on committee representation

Council Member Schuster reported on the Butte County Mosquito and Vector Control District meeting and the first report of Yellow Fever in the County, the Resolution at the League of California Cities was considered advisory and sent to the Executive Board and Explore Butte County-TBID was granted 10-year extension and attended Council Candidate Orientation.

- 7c. Future Agenda Items - None

8. STAFF COMMUNICATION

- 8a. Town Manager Report

Town Manager Kevin Phillips thanked prior Town Manager Lauren Gill for service to the Town and the transition training; updated the Council on coordinating with the local municipalities to work together and working with local organization ; focusing on the Long-Term Recovery Plan and is meeting with staff to understand the needs within the organization.

9. CLOSED SESSION

At 9:57 p.m. Mayor Bolin announced that the Town Council would go into closed session for the following item:

- 9a. Pursuant to Government Code section 54956.8, the Town Council will hold a closed session to confer with the Town's negotiators about whether to accept an offer from the property owner to acquire the below identified real property:

Property location: 1181 Pearson Road, Paradise, CA 95969 (APN 054-152-077-000)

Town negotiators: Kevin Phillips, Town Manager and Mark Habib, Town Attorney

Property negotiator: Fred Hayden, Paradise Church of Christ

At 10:12 p.m. Town Attorney Habib announced that the Town Council considered the offer to purchase property and 1181 Pearson Road and rejected the offer. All Council concurred.

10. ADJOURNMENT

Mayor Bolin adjourned the Town Council meeting at 10:13 p.m.

Date Approved:

Greg Bolin, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – November 02, 2020

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

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Kevin Phillips, Town Attorney Mark Habib, Town Clerk Dina Volenski, Assistant to the Town Manager Colette Curtis, Administrative Services Director/Town Treasurer Brooke Kerrigan, Police Chief Eric Reinbold, Town Engineer/Public Works Director Marc Mattox, Community Development Director Susan Hartman and Disaster Recovery Director Katie Simmons.

- 1a. Mayor Bolin asked for a moment of silence acknowledging the second anniversary of the November 8th, 2018 Camp Fire.
- 1b. Code Enforcement update-Community Development Director, Susan Hartman

Community Development Director Susan Hartman provided Town Council with an update on Code Enforcement Activities and proposed an organizational change to the department asking for their to be two Community Development Directors, one overseeing Building, Fire Prevention and Code Enforcement and one that oversees Planning, Wastewater and Solid Waste. All Town Council concurred to bring back the job descriptions, organizational chart and funding options at the next Town Council meeting for discussion and approval.

2. CONSENT CALENDAR - None

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION - None

5. CONTINUED PUBLIC HEARING

5a. Continue the Public Hearing to December 8, 2020 for future consideration of adopting Resolution 20-___, A Resolution of the Town Council of the Town of Paradise (1) declaring and determining a certain area with the Town as the Paradise Arterials & Collectors Underground District (Underground District 20-1), and (2) finding and determining that public necessity, health or safety require the removal of poles, overhead wires, and associated structures, and ordering removal of same (Underground District 20-1)

At 6:22 p.m. Mayor Bolin and Council Member Zuccolillo recused themselves from the dais due to potential conflicts of interest with this agenda item.

Town Engineer/Public Works Director Marc Mattox provided an update on the extension of the continued public hearing requesting Council to adopt a Resolution creating an underground district within the Town of Paradise.

Vice Mayor Crowder opened the public hearing at 6:31 p.m.

1. Ward Habriel supports the undergrounding of utilities.
2. Carole Wright supports the undergrounding of utilities and wants to make sure that Edgewood Lane is included in the project.

Vice Mayor Crowder closed the public hearing at 6:36 p.m.

MOTION by Jones, seconded by Schuster, continued the Public Hearing to December 8, 2020 for future consideration of adopting the Resolution (1) declaring and determining a certain area with the Town as the Paradise Arterials & Collectors Underground District (Underground District 20-1), and (2) finding and determining that public necessity, health or safety require the removal of poles, overhead wires, and associated structures, and ordering removal of same (Underground District 20-1). AYES: Jones, Schuster and Crowder, Vice Mayor; NOES: None; ABSENT: Zuccolillo and Bolin, Mayor; ABSTAIN: None

This item will be on the December 8, 2020 Town Council agenda.

At 6:37 p.m. Council Member Zuccolillo and Mayor Bolin returned to the dais.

6. COUNCIL CONSIDERATION

6a. Disaster Recovery Director Katie Simmons provided Council with an update on the Private Hazard Tree Removal Program within the Town of Paradise.

MOTION by Zuccolillo, seconded by Crowder, approved the First Amendment to the Agreement between the Town of Paradise and Tetra Tech to provide professional arborist services to support the Private Hazard Tree Removal Program. The First Amendment to the Agreement will increase the budget by \$335,000. [75% of the amount in the Agreement is paid by FEMA, 18.75% by CAL OES and 6.25% by the Town of Paradise.] Roll Call vote was unanimous.

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items

- 7a1. Vice Mayor Crowder shared with the Council that after the latest Public Safety Power Shutoff (PSPS) he contacted Assemblyman Gallagher and discussed a potential meeting with PG&E to allow the citizens of Paradise to hear the rationale for the shut offs. Vice Mayor Crowder sent a letter to

PG&E requesting the meeting and PG&E accepted the request. Vice Mayor Crowder requested that the Council authorize a letter of support.

Town Council discussed sending a letter to PG&E, on Town letterhead signed by the Mayor, supporting the meeting and looking forward to hearing PG&E's rationale for the PSPS.

MOTION by Zuccolillo, seconded by Jones, authorized a letter of support from the Town Council on Town letterhead, reviewed and approved by the Mayor. Once the venue is confirmed, the letter will be sent to PG&E supporting the PG&E Town Hall meeting explaining the Public Safety Power Shut offs to the community. Roll call vote was unanimous.

7a2. Council Member Schuster read a statement requesting that the Town Council adopt the daffodil as the official flower of the Town of Paradise.

1. Ward Habriel supports adopting the daffodil as the official Town flower and informed Council of the "Daffodils Across the Ridge" that was started by Jane Locus in 2008 and that over 175,000 daffodil bulbs have been planted in the Town of Paradise.

MOTION by Jones, seconded by Schuster, adopted the "Daffodil" as the official flower of the Town of Paradise. Roll call vote was unanimous.

7b. Council reports on committee representation

Council Member Crowder attended the Ribbon Cutting at Tractor Supply

Council Member Jones attended Butte County Association of Government and Butte County Air Quality Management District meetings.

7c. Future Agenda Items

Mayor Bolin asked that there be discussion at the next meeting regarding the December 4, 2020 deadline for the private tree removal program.

8. STAFF COMMUNICATION

8a. Town Manager Report - None

9. CLOSED SESSION

At 7:19 p.m. Mayor Bolin announced that the Town Council would go into closed session for the following items.

9a. Pursuant to Government Code section 54956.8, the Town Council will hold a closed session to confer with the Town's negotiators about whether to accept an offer from the property owner to acquire the below identified real property:

Property location: 1181 Pearson Road, Paradise, CA 95969 (APN 054-152-077-000)

Town negotiators: Kevin Phillips, Town Manager and Mark Habib, Town

Attorney

Property negotiator: Fred Hayden, Paradise Church of Christ

- 9b. Pursuant to Government Code section 54956.9(d)(4), the Town Council will consider initiation of litigation (2 potential cases).

At 7:55 p.m. Town Attorney Mark A. Habib announced:

9a. Town Council accepted an offer to purchase property for sale by the Paradise Church of Christ for \$200,000 located at 1181 Pearson Road, Paradise, CA 95969, APN 054-152-077. The Town will pay all title and escrow costs subject to an agreement prepared by the Town Attorney.

9b. The Town Council authorized the Town Attorney to move forward with Abatement proceedings on the property identified as 1600 Carson Lane, APN 050-180-054 for public nuisances relating to unpermitted RV, lack of maintenance, junk, debris and trash which is prohibited under Ordinance No. 600.

10. ADJOURNMENT

Mayor Bolin adjourned the Town Council meeting at 7:55 p.m.

Date Approved:

Greg Bolin, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – November 10, 2020**

1. OPENING

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

COUNCIL MEMBERS PRESENT: Steve Crowder, Jody Jones, Melissa Schuster (Council Member Schuster arrived at 6:03 p.m.), Mike Zuccolillo and Greg Bolin, Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Kevin Phillips, Town Attorney Mark Habib, Town Clerk Dina Volenski, Administrative Services Director/Town Treasurer Brooke Kerrigan, Assistant to the Town Manager Colette Curtis, Town Engineer/Public Works Director Marc Mattox, Disaster Recovery Director Katie Simmons and Division Chief Garrett Sjolund

1a. Josh Indar from the Butte County Office of Education accepted the proclamation recognizing November as Homeless and Runaway Youth Awareness Month.

1b. Mayor Bolin read the names of proclamations recognizing the following: Adventist Health, Assemblyman Gallagher, Butte County, Butte County Fire Safe Council, Butte Strong Foundation, CAL FIRE, CAL OES, Campfire Collaborative, City of Chico, City of Oroville, Congressman Doug LaMalfa, FEMA, North Valley Community Foundation, Paradise Alliance Church, Paradise Ridge Chamber of Commerce, Paradise Irrigation District, Paradise Recreation and Park District, Paradise Unified School District, Rebuild Paradise Foundation, Santa Rosa County, Senator Dianne Feinstein, Senator Jim Nielsen, Sonoma County, The American Red Cross, Urban Design Associates.

1c. Camp Fire Recovery Updates:

Disaster Recovery Director Katie Simmons provided an update on Hazardous Tree Removal, Broadband and Housing/CDBG-DR.

Public Works Director/Town Engineer Marc Mattox provided an update on the Transportation Master Plan.

Assistant to the Town Manager Colette Curtis provided a business update.

2. CONSENT CALENDAR

MOTION by Schuster, seconded by Jones, approved consent calendar items 2a through 2b. Roll call vote was unanimous.

- 2a. Approved October 2020 Cash Disbursements in the amount of \$2,216,282.19
- 2b. 1. Waived second reading of the entire Town Ordinance No. 599 and approved reading by title only; and, 2. Adopted Town Ordinance No. 599, “An Ordinance Amending Text Regulations within Title 17 of the Paradise Municipal Code Relative to Prohibiting the Establishment of Needle and Syringe Exchange Programs Within the Town of Paradise”.

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION

- 1. John Miller George informed the Council that he thinks it will be 26-30 years before the Town is rebuilt; that T-Mobile is cheaper than undergrounding which is a waste of money; doesn't think that people will come to Paradise to buy things; is having difficulty with building permits.
- 2. Steve “Woody” Culleton informed the Town Council that the Paradise Performing Arts Center is not able to be opened to the public, but will be able to livestream the Nutcracker.

5. PUBLIC HEARINGS

5a. Assistant to the Town Manager Colette Curtis provided Council with an update on the 2019-20 Annual Community Development Block Grant.

Mayor Bolin announced that the Town Council would conduct the duly noticed and scheduled public hearing to solicit comments regarding a proposed Substantial Amendment to the 2019-20 Annual Plan for the Community Development Block Grant.

Mayor Bolin opened the public hearing at 6:30 p.m.

There was no public comment.

Mayor Bolin closed the public hearing at 6:30 p.m.

5a MOTION by Zuccolillo, seconded by Schuster, authorized Town Staff to submit the proposed Substantial Amendment to HUD. Roll call vote was unanimous.

6. COUNCIL CONSIDERATION

At 6:31 p.m. Council Member Zuccolillo and Mayor Bolin recused themselves from the dais due to a potential conflict of interest with this item.

6a. Town Engineer Marc Mattox provided the Council with an informational update on findings for the alternatives analysis of the Paradise Sewer Project by HDR Engineering.

John Buttz from HDR Engineering also presented Council with an extensive overview and analysis of the project.

1. John Miller George asked how much the sewer user would have to pay, how it would help lot owners who don't live here, how it would be financed, suggested the Town purchase PID and build a dam, suggested every home should have gray water and black water, benefit to lot owner if the septic tank lasts longer.

This item was an informational update, no action was requested at this time.

At 7:42 p.m. Council Member Zuccolillo and Mayor Bolin returned to the dais.

6b. Disaster Recovery Director Katie Simmons and Chris Roller from Genasys provided the Council with an update on the Early Warning System.

1. John Miller George asked whose satellites would be used, stated Starlight is cheaper and is military grade, the Town needs to make the buck stretch and he is trying to bring his expertise to the Town.
2. Rose Tryon asked what if the siren tower was placed on a private road.

MOTION by Zuccolillo, seconded by Schuster, accepted the Design & Scoping Plan for the Early Warning System prepared by Genasys, Inc.; and, 2. Authorized Town staff to move ahead with a grant application seeking funding for construction and implementation, likely from the next round of Hazard Mitigation Funds. Roll call vote was unanimous.

6c. Public Works Director/ Town Engineer Marc Mattox provided Council with an overview of the process to select Civil Engineering services.

MOTION by Jones, seconded by Crowder, concurred with staff's recommendation of Mark Thomas, Dokken Engineering, GHD, Inc., Wood Rodgers, Inc. and Dewberry Drake Haglan to perform professional civil engineering services on a variety of federally, state and locally funded efforts, contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals, and 1. Approved the Master Professional Services Agreement and authorized the Town Manager to execute up to five agreements relating to on-call professional Civil Engineering services; and, 2. Adopted Resolution No. 20-37, A Resolution designating authority to the Paradise Town Manager to execute individual task orders under the resultant master agreement for RFQ 2020-001 On-Call Professional Civil Engineering Services up to the maximum contract aggregate amount of ten million dollars (\$10M) to expedite and facilitate Camp Fire recovery efforts. Roll Call vote was unanimous.

- 6d. Public Works Director/ Town Engineer Marc Mattox provided Council with an overview of the request to approve the Regulated Small Municipal Separate Storm Sewer System (MS4) Permit Waiver Request.

MOTION by Crowder, seconded by Schuster, adopted Resolution No. 20-38, A Resolution of the Town Council of the Town of Paradise approving the Regulated Small Municipal Separate Storm Sewer System (MS4) Permit Waiver Request. Roll call vote was unanimous.

At 8:20 p.m. Mayor Bolin recessed the meeting for a five-minute break.

At 8:25 p.m. Mayor Bolin resumed the Council meeting.

- 6e. Administrative Services Director/Town Treasurer Brooke Kerrigan provided Council with an update on the 1st Quarter of the 2020-2021 Operating and Capital Budget.

1. John Miller George asked how many people who don't live in Paradise, shop here; did quick multiplication and determined there is a substantial loss of property tax revenue due to the fire and stated that it is costing the Town money to have empty lots.

Town Manager Phillips shared that staff will be asking Council to authorize an RFP for a financial firm to provide a 20-year projection/analysis of the finances of the Town.

MOTION by Zuccolillo, seconded by Crowder, Council reviewed and approved the 2020/21 Quarterly Budget Report and budget adjustments. Roll call vote was unanimous.

- 6f. Town Manager Phillips recommend the implementation of Co-Directors for the Town of Paradise Community Development Department (CDD), splitting the responsibilities of what has become an overwhelming increase in workload into more manageable sections.

MOTION by Schuster, seconded by Jones 1. Approved the updated job classifications (now two) with the implementation of Co-Directors for the Town of Paradise Community Development Department (CDD)

a) Community Development Director – Planning and Wastewater, and
b) Community Development Director – Building and Code Enforcement;
and,

2. Approved the corresponding Salary Pay Plan range to include the new position and placement of the two CDD Co-Directors at the same level as the current CDD Director; and, 3. Authorized adding the position to the FY2020/21 salary pay plan and position control. Roll call vote was unanimous.

- 6g. MOTION by Jones, seconded by Crowder**, extended the “cut-by” date for properties enrolled in the Private Hazard Tree Removal Program if alternative thresholds are met; and, 2. Adopted Town of Paradise Resolution No. 20-39, A Resolution of the Town Council of the Town of Paradise Establishing December 4, 2020 as the Deadline for Removal of Hazard Trees Pursuant to Ordinance No. 595. Roll call vote was unanimous.

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items - None
- 7b. Council reports on committee representation

Council Member Schuster attended several November 8th activities in honor of the Camp Fire.

Vice Mayor Crowder attended several November 8th activities in honor of the Camp Fire and announced that the PG&E community meeting would be held at the CMA Church and the first 200 people will be let in.

Mayor Bolin attended the LAFCo meeting and the Sunday BBQ at the CMA Church

- 7c. Future Agenda Items – None

8. STAFF COMMUNICATION

8a. Town Manager Report

Town Manager Kevin Phillips informed the Council of the media outreach for the 2nd year anniversary of the Camp Fire, working through After Action Report and Corrective Action Report and meeting with other municipalities to work on collaborating together; Gold Nugget Museum is asking to include the caboose in the lease agreement at Community Park; and working on a cooperators meeting with other Paradise agencies to work on marketing plan for entire Town.

9. CLOSED SESSION

At 9:07 p.m. Mayor Bolin announced the Town Council would go into Closed Session for the following:

- 9a. Pursuant to Government Code section 54956.9(d)(4), the Town Council will consider initiation of litigation (6 potential cases).

At 9:20 p.m. Mayor Bolin announced that Council provided direction, no action was taken.

Closed Session Item 9b was pulled from the agenda.

10. ADJOURNMENT

Mayor Bolin adjourned the Town Council meeting at 9:20 p.m.

Date Approved:

Greg Bolin, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 2:00 PM – November 19, 2020

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Bolin at 2:00 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Kevin Phillips, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Town Engineer/Public Works Director Marc Mattox, Capital Projects Manager Jessica Erdahl and Deputy Clerk Melanie Norris.

2. COUNCIL CONSIDERATION

- 2a. Town Engineer/Public Works Director Marc Mattox provided Council with an update on the Almond Street Multi-Modal Improvements and Paradise Gap Closure Complex bid opening that occurred on November 10, 2020 at 4:00 p.m. Eight bids were received, with the low bidder, Jason Abel Construction submitting a proposal with various deficiencies. Staff recommended rejecting all bids and re-advertising the project.

MOTION by Jones, seconded by Schuster to 1. Pursuant to Public Contract Code Section 20166, rejected all bids received for the Almond Street Multi-Modal Improvements and Paradise Gap Closure Complex: and, 2. Adopted Resolution No. 20-40, A Resolution of the Town Council of the Town of Paradise approving the updated plans and specifications for the Almond St. Multi-Modal Improvements and the Paradise Gap Closure Complex and authorizing re-advertisement for bids on the projects. Roll call vote was unanimous.

3. COUNCIL INITIATED ITEMS

- 3a. Council Member Crowder received an email from Kristy Lanham, Sierra Pacific Industries requesting the Town of Paradise participate in a coalition seeking to intervene in support of the U.S. Fish and Wildlife Service in a lawsuit brought by Sierra Forest Legacy, Defenders of Wildlife, and the Center for Biological Diversity regarding a decision by the Service that listing the California Spotted Owl (CSO) was not warranted under the Endangered Species Act.

MOTION by Zuccolillo, seconded by Crowder, adopted Resolution No. 20-41, a Resolution of the Town Council of the Town of Paradise to Participate in Coalition Defending U.S. Fish & Wildlife Service Decision that

California Spotted Owl Does Not Warrant Listing Under Federal Endangered Species Act. Ayes of Crowder, Jones, Zuccolillo and Bolin, Mayor; Noes of Schuster.

4. ADJOURNMENT

Mayor Bolin adjourned the Town Council meeting at 2:22 p.m.

Date Approved:

Greg Bolin, Mayor

Attest:

Dina Volenski, CMC, Town Clerk



**Town of Paradise
Council Agenda Summary
Date: December 8, 2020**

Agenda Item: 1(h)

Originated by: Dina Volenski, CMC, Town Clerk/Elections Official
Reviewed by: Kevin Phillips, Town Manager
Subject: 2020 General Election Results

SUBJECT: Results of the November 3, 2020, General Municipal Election

RECOMMENDATION: Adopt Resolution No. 20-42, A Resolution of the Town Council of the Town of Paradise Reciting the Fact of the General Municipal Election Consolidated with the Statewide General Election held on November 3, 2020 Declaring the Result and Such Other Matters as Provided by Law.

BACKGROUND: The following information was placed on the November 3, 2020, ballot:

Candidates for Town Council (vote for three)

1. Lucas Bellefeuille
2. Greg Bolin
3. Warren Bullock
4. Steve "Woody" Culleton
5. John Gillander
6. Sam J. Gronseth
7. Julian J. Martinez
8. Rachelle McCann
9. Gregg Mowers
10. Steve Oehler
11. Melissa Schuster
12. Rose Tryon
13. Mike "Zucc" Zuccolillo

On December 1, 2020, the Butte County Clerk Election Department posted the final election results on the Department's website and emailed the certification to the Town Clerk. The official results declare that Greg Bolin, Steve "Woody" Culleton and Rose Tryon received the highest number of votes cast at the election for the three terms.

The Election Code states that for a consolidated election, upon completion of the canvass and before installing the new officers, the governing body shall adopt a resolution reciting the fact of the election to declare elected the persons for whom the

highest number of votes was cast for each office and to declare the passage of the ballot. As such, the “Resolution Reciting the Fact of the General Municipal Election Consolidated with the Statewide General Election held on November 3, 2020 Declaring the Result and Such Other Matters as provided by Law” is presented for your consideration.

Attached as Exhibit A to the resolution are the following documents:

- Butte County Clerk-Recorder/Registrar of Voters Certification of Results
- Election Summary Report for: All Contests, All Districts, All Tabulators, All Counting Groups

This election information may be viewed at the Butte County Internet Website at www.buttecounty.net/. A link to the County website is also posted on the Town of Paradise Home page at www.townofparadise.com or accessed by clicking on the Election button from the Town Clerk or the Town Council Home page.

FINANCIAL IMPACT: None. Elections costs have been budgeted.

**TOWN OF PARADISE
RESOLUTION NO. 20-42**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE RECITING THE
FACT OF THE GENERAL MUNICIPAL ELECTION CONSOLIDATED WITH THE
STATEWIDE GENERAL ELECTION HELD ON NOVEMBER 3, 2020, DECLARING THE
RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW**

WHEREAS, a General Municipal Election consolidated with the Statewide General Election was held and conducted in the Town of Paradise, California, on Tuesday, November 3, 2020, as required by law for the purpose of the election of three Town Council Members for a four-year term; and,

WHEREAS, notice of the election was given in time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and in all respects, the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, The Butte County Clerk canvassed the returns of the election and has provided a certified copy of the results to this Town Council.

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

Section 1: That the total number of votes cast in the Town is 10,623;

Section 2. That the names of the persons who qualified as candidates and whose names were placed on the ballot for election as a Town of Paradise Council Member are as follows:

1. Lucas Bellefeuille
2. Greg Bolin
3. Warren Bullock
4. Steve "Woody" Culleton
5. John Gillander
6. Sam J. Gronseth
7. Julian J. Martinez
8. Rachelle McCann
9. Gregg Mowers
10. Steve Oehler
11. Melissa Schuster
12. Rose Tryon
13. Mike "Zucc" Zuccolillo

Section 3. The Town Council does declare and determine that Greg Bolin, Steve "Woody" Culleton and Rose Tryon received the highest number of votes and were elected to serve as a Paradise Town Council Member for full four-year terms; and,

Section 4. The Town Council does declare and determine that the Butte County Clerk-Recorder/Registrar of Voters has certified the results of the November 3, 2020, General

TOWN OF PARADISE
RESOLUTION NO. 20-

Election and that the results set forth within this resolution and its Exhibit "A" shall be the official record of the Town of Paradise as to the result of the election showing: (1) The total number of votes cast in the Town; (2) The names of the persons and for what office each person was voted for in the election.

Section 5. The Town Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the Town Clerk and authenticated; shall administer to each person elected the Oath of Office prescribed in the Constitution of the State of California; and, shall have the persons elected subscribe to the oath and cause it to be filed in the office of the Town Clerk; and, each and all of the persons so elected shall be inducted into the respective office to which they have been elected.

Section 6. The Town Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 8th day of December, 2020, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Greg Bolin, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, CMC, Town Clerk

Mark A. Habib, Town Attorney



**Certification of
County Clerk-Recorder/Registrar of Voters
to the Results of the Canvass
of the November 3, 2020
Consolidated General Election**

STATE OF CALIFORNIA }
County of Butte } ss.

I, Candace J. Grubbs, County Clerk-Recorder/Registrar of Voters of Butte County, do hereby certify that, in pursuance of the provisions of California Elections Code Section 15300, et. seq., I did canvass the results of the votes cast in the Consolidated General Election held in Butte County on November 3, 2020, for the contests and measures that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I, hereby set my hand and official seal this 30th day of November, 2020, at Oroville, California.



Candace J. Grubbs
County Clerk-Recorder/Registrar of Voters
County of Butte, State of California

Election Summary Report

General Election

Butte County

November 03, 2020

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups
Official Election Results

Precincts Reported: 157 of 157 (100.00%)

Voters Cast: 103,635 of 125,062 (82.87%)

President and Vice President (Vote for 1)

Precincts Reported: 157 of 157 (100.00%)

		Total	
Times Cast		103,635 / 125,062	82.87%
Candidate	Party	Total	
JOSEPH R. BIDEN/KAMALA D. HARRIS	DEM	50,426	49.41%
DONALD TRUMP/MICHAEL PENCE	REP	48,730	47.74%
JO JORGENSEN/JEREMY COHEN	LIB	1,774	1.74%
HOWIE HAWKINS/ANGELA NICOLE WALKER	GRN	507	0.50%
ROQUE DE LA FUENTE/KANYE WEST	AI	324	0.32%
GLORIA LA RIVA/SUNIL FREEMAN	PF	281	0.28%
Total Votes		102,066	

U. S. Representative 1st District (Vote for 1)

Precincts Reported: 157 of 157 (100.00%)

		Total	
Times Cast		103,635 / 125,062	82.87%
Candidate	Party	Total	
AUDREY DENNEY	DEM	51,719	50.93%
DOUG LAMALFA	REP	49,828	49.07%
Total Votes		101,547	

Member State Assembly 1st District (Vote for 1)

Precincts Reported: 26 of 26 (100.00%)

		Total	
Times Cast		8,425 / 10,468	80.48%
Candidate	Party	Total	
MEGAN DAHLE	REP	4,855	60.36%
ELIZABETH L BETANCOURT	DEM	3,188	39.64%
Total Votes		8,043	

Member State Assembly 3rd District (Vote for 1)

Precincts Reported: 131 of 131 (100.00%)

		Total	
Times Cast		95,210 / 114,594	83.08%
Candidate	Party	Total	
JAMES GALLAGHER	REP	51,412	56.25%
JAMES R HENSON	DEM	39,980	43.75%
Total Votes		91,392	

Butte County Board Education TA 2 Board Member Short Term (Vote for 1)

Precincts Reported: 45 of 45 (100.00%)

		Total	
Times Cast		23,042 / 30,038	76.71%
Candidate	Party	Total	
JULIAN DIAZ		11,245	59.24%
ALASTAIR ROUGHTON		7,737	40.76%
Total Votes		18,982	

Chico Unified School Board Member (Vote for 2)

Precincts Reported: 70 of 70 (100.00%)

		Total	
Times Cast		61,251 / 71,914	85.17%
Candidate	Party	Total	
CAITLIN M DALBY		22,654	24.97%
MATT TENNIS		21,808	24.04%
CARRIE KRUEGER		14,658	16.16%
ELIZABETH "LIZ" GRIFFIN		13,159	14.50%
LINDA HOVEY		10,241	11.29%
MICHAEL B JOHNSON		8,201	9.04%
Total Votes		90,721	

Durham Unified School Board Member (Vote for 3)

Precincts Reported: 4 of 4 (100.00%)

		Total	
Times Cast		3,148 / 3,552	88.63%
Candidate	Party	Total	
ED MC LAUGHLIN		1,514	24.33%
MATTHEW J THORPE		1,287	20.68%
DAVID K LOUDERMILK		1,244	19.99%
JENNIFER HIGHTOWER		1,180	18.96%
KATHRYN J HORN		997	16.02%
Total Votes		6,222	

Gridley Unified TA 1 School Board Member (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

		Total	
Times Cast		4,972 / 5,991	82.99%
Candidate	Party	Total	
CHERYL ARGETSINGER		2,753	61.22%
LENA SANNAR		1,744	38.78%
Total Votes		4,497	

Marysville Jt Unified TA 4 School Board Member (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		224 / 282	79.43%
Candidate	Party	Total	
MONICA OAKES		77	46.95%
PAUL ALLISON		51	31.10%
DOUG CRIDDLE		36	21.95%
Total Votes		164	

Oroville City Elem School Board Member (Vote for 3)

Precincts Reported: 19 of 19 (100.00%)

		Total	
Times Cast		13,090 / 16,658	78.58%
Candidate	Party	Total	
JESSICA ANTHONY		5,109	20.41%
K SANDRA BARNES		4,611	18.42%
SHARON NILSSON		4,420	17.66%
SEAN MILLER		4,390	17.54%
MARK GROVER		3,495	13.96%
ART DYCE		3,006	12.01%
Total Votes		25,031	

Thermalito School Board Member (Vote for 2)

Precincts Reported: 9 of 9 (100.00%)

		Total	
Times Cast		4,349 / 6,026	72.17%
Candidate	Party	Total	
RICHARD L MEYER		1,815	36.05%
TRACELL BIDDLE-LEWIS		1,740	34.56%
JOBELLE E LERNER		1,480	29.39%
Total Votes		5,035	

Gridley City Council Member (Vote for 3)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		2,778 / 3,452	80.48%
Candidate	Party	Total	
MICHAEL W FARR		1,188	18.58%
CATALINA SANCHEZ		1,099	17.19%
J ANGEL CALDERON		1,077	16.84%
JESSICA RAMOS-MCELROY		956	14.95%
RAYMOND BORGES		905	14.15%
CHRIS WILLIAMS		876	13.70%
QUINTIN CRYE		293	4.58%
Total Votes		6,394	

Biggs City Council Member (Vote for 2)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		774 / 950	81.47%
Candidate	Party	Total	
JOHN BUSCH		427	41.46%
JEROME SQUIRES		366	35.53%
STEPHEN M SHERLOCK		237	23.01%
Total Votes		1,030	

Chico City Council DIST 1 (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

		Total	
Times Cast		8,263 / 9,672	85.43%
Candidate	Party	Total	
SEAN MORGAN		4,794	62.20%
CURTIS PAHLKA		2,914	37.80%
Total Votes		7,708	

Chico City Council DIST 3 (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

		Total	
Times Cast		9,102 / 10,256	88.75%
Candidate	Party	Total	
KAMI DENLAY		4,358	50.73%
ANN SCHWAB		2,686	31.27%
STEVEN BREEDLOVE		1,546	18.00%
Total Votes		8,590	

Chico City Council DIST 5 (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Total	
Times Cast		4,963 / 6,363	78.00%
Candidate	Party	Total	
ANDREW COOLIDGE		2,175	47.27%
LAUREN KOHLER		1,836	39.90%
RANDALL STONE		590	12.82%
Total Votes		4,601	

Chico City Council DIST 7 (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		6,143 / 7,508	81.82%
Candidate	Party	Total	
DEEPIKA TANDON		2,997	52.68%
RICH OBER		2,692	47.32%
Total Votes		5,689	

Oroville City Council Member (Vote for 3)

Precincts Reported: 14 of 14 (100.00%)

		Total	
Times Cast		6,908 / 9,377	73.67%
Candidate	Party	Total	
SCOTT THOMSON		2,882	18.84%
JANET GOODSON		2,549	16.66%
KRYSI RIGGS		2,547	16.65%
BRYAN FLICKER		2,494	16.30%
LISA TORRES		2,096	13.70%
JACK R BERRY		1,403	9.17%
BOBBY O'REILEY		1,329	8.69%
Total Votes		15,300	

Paradise Town Council Member (Vote for 3)

Precincts Reported: 15 of 15 (100.00%)

		Total	
Times Cast		4,177 / 5,023	83.16%
Candidate	Party	Total	
GREG BOLIN		1,566	14.74%
ROSE TRYON		1,446	13.61%
STEVE "WOODY" CULLETON		1,277	12.02%
LUCAS BELLEFEUILLE		1,067	10.04%
MELISSA SCHUSTER		906	8.53%
JULIAN J MARTINEZ		752	7.08%
MIKE "ZUCC" ZUCCOLILLO		677	6.37%
JOHN GILLANDER		570	5.37%
SAM J GRONSETH		547	5.15%
STEVE OEHLER		509	4.79%
GREGG MOWERS		483	4.55%
WARREN BULLOCK		453	4.26%
RACHELLE MCCANN		370	3.48%
Total Votes		10,623	

Paradise Irrigation Director Division 1 (Vote for 1)

Precincts Reported: 15 of 15 (100.00%)

		Total	
Times Cast		4,119 / 4,958	83.08%
Candidate	Party	Total	
BRIAN SHAW		1,960	58.25%
CHRIS REHMANN		1,405	41.75%
Total Votes		3,365	

Paradise Irrigation Director Division 2 ST (Vote for 1)

Precincts Reported: 15 of 15 (100.00%)

		Total	
Times Cast		4,119 / 4,958	83.08%
Candidate	Party	Total	
ALAN C HINMAN JR.		1,698	51.60%
W. L. "BILL" KELLOGG		1,046	31.78%
FRED R HAYDEN		547	16.62%
Total Votes		3,291	

Chico Area Recreation and Park Director (Vote for 2)

Precincts Reported: 60 of 60 (100.00%)

		Total	
Times Cast		59,359 / 69,717	85.14%
Candidate	Party	Total	
MICHAEL WORLEY		32,493	44.40%
TOM LANDO		29,916	40.88%
JOHN B MERZ		10,774	14.72%
Total Votes		73,183	

North Yuba Water Director Division 1 (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		103 / 132	78.03%
Candidate	Party	Total	
ANDREW A HILL		49	55.06%
DOUGLAS J NEILSON		40	44.94%
Total Votes		89	

Proposition 14 (Vote for 1)

Precincts Reported: 157 of 157 (100.00%)

		Total	
Times Cast		103,635 / 125,062	82.87%
Candidate	Party	Total	
No		56,532	56.96%
Yes		42,718	43.04%
Total Votes		99,250	

Proposition 15 (Vote for 1)

Precincts Reported: 157 of 157 (100.00%)

		Total	
Times Cast		103,635 / 125,062	82.87%
Candidate	Party	Total	
No		62,246	61.81%
Yes		38,455	38.19%
Total Votes		100,701	

Proposition 16 (Vote for 1)

Precincts Reported: 157 of 157 (100.00%)

		Total	
Times Cast		103,635 / 125,062	82.87%
Candidate	Party	Total	
No		69,849	70.22%
Yes		29,620	29.78%
Total Votes		99,469	

Proposition 17 (Vote for 1)

Precincts Reported: 157 of 157 (100.00%)

		Total	
Times Cast		103,635 / 125,062	82.87%
Candidate	Party	Total	
No		52,572	52.16%
Yes		48,215	47.84%
Total Votes		100,787	

Proposition 18 (Vote for 1)

Precincts Reported: 157 of 157 (100.00%)

		Total	
Times Cast		103,635 / 125,062	82.87%
Candidate	Party	Total	
No		67,670	67.01%
Yes		33,318	32.99%
Total Votes		100,988	

Proposition 19 (Vote for 1)

Precincts Reported: 157 of 157 (100.00%)

		Total	
Times Cast		103,635 / 125,062	82.87%
Candidate	Party	Total	
No		52,283	53.12%
Yes		46,144	46.88%
Total Votes		98,427	

Proposition 20 (Vote for 1)

Precincts Reported: 157 of 157 (100.00%)

		Total	
Times Cast		103,635 / 125,062	82.87%
Candidate	Party	Total	
No		55,357	56.27%
Yes		43,029	43.73%
Total Votes		98,386	

Proposition 21 (Vote for 1)

Precincts Reported: 157 of 157 (100.00%)

		Total	
Times Cast		103,635 / 125,062	82.87%
Candidate	Party	Total	
No		67,845	68.39%
Yes		31,358	31.61%
Total Votes		99,203	

Proposition 22 (Vote for 1)

Precincts Reported: 157 of 157 (100.00%)

		Total	
Times Cast		103,635 / 125,062	82.87%
Candidate	Party	Total	
Yes		62,843	63.05%
No		36,836	36.95%
Total Votes		99,679	

Proposition 23 (Vote for 1)

Precincts Reported: 157 of 157 (100.00%)

		Total	
Times Cast		103,635 / 125,062	82.87%
Candidate	Party	Total	
No		70,174	70.52%
Yes		29,338	29.48%
Total Votes		99,512	

Proposition 24 (Vote for 1)

Precincts Reported: 157 of 157 (100.00%)

		Total	
Times Cast		103,635 / 125,062	82.87%
Candidate	Party	Total	
No		51,304	52.16%
Yes		47,050	47.84%
Total Votes		98,354	

Proposition 25 (Vote for 1)

Precincts Reported: 157 of 157 (100.00%)

		Total	
Times Cast		103,635 / 125,062	82.87%
Candidate	Party	Total	
No		62,468	63.71%
Yes		35,581	36.29%
Total Votes		98,049	

Charter Amendment - District Elections (Vote for 1)

Precincts Reported: 45 of 45 (100.00%)

		Total	
Times Cast		49,939 / 59,121	84.47%
Candidate	Party	Total	
Yes		22,055	50.16%
No		21,912	49.84%
Total Votes		43,967	

Charter Amendment - Candidate Eligibility (Vote for 1)

Precincts Reported: 45 of 45 (100.00%)

		Total	
Times Cast		49,939 / 59,121	84.47%
Candidate	Party	Total	
No		29,236	63.40%
Yes		16,877	36.60%
Total Votes		46,113	

El Medio Fire Protection District - Special Tax (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		1,748 / 2,586	67.59%
Candidate	Party	Total	
Yes		853	50.99%
No		820	49.01%
Total Votes		1,673	



**Town of Paradise
Council Agenda Summary
Date: December 08, 2020**

Agenda Item 1

Originated by: Dina Volenski, Town Clerk
Reviewed by: Kevin Phillips, Town Manager
Subject: Town Council Selection of Mayor and Vice-Mayor for a one-year term beginning December 08, 2020 through December 14, 2021

Background: Every year in December the Town Council elects one Council Member to serve as Mayor and one Council Member to serve as Vice-Mayor for a one-year term. Any Council Member may be nominated for the office of Mayor, including the Council Member who served as Mayor during the previous year. Election requires the affirmative votes of at least three (3) members of the Council. (Resolution No. 88-55)

Discussion: The election process for the Mayor and Vice Mayor is as follows:

1. The Mayor turns the meeting over to the Town Clerk to act as presiding officer for selection of Mayor for a one-year term.
2. The Town Clerk opens the nominations for Mayor. Any Council Member may nominate any other Council Member – no motion necessary.
3. The Town Clerk asks for a Motion, a second and a Council vote to close the nominations for Mayor.
4. Then Town Clerk takes a roll call vote on each Council Member nominated in the order of nomination.
5. When one Council Member receives a majority (three) affirmative votes, he/she will be deemed selected as the Mayor for a one-year term and there will be no further vote on any subsequent nominees.
6. The Town Clerk turns the meeting over to the new Mayor as the presiding officer.
7. Procedures for selection of Vice Mayor will be the same and items 2 – 5 which will be repeated by the new Mayor as presiding officer.

Conclusion: The Mayor serves as the presiding officer at Council meetings and is responsible for maintaining order at the meetings; executes certain documents approved by the Town Council, such as contracts, resolutions and ordinances and warrants drawn on the town treasurer; and, represents the Town at various ceremonial events. The Mayor and Vice Mayor also review and approve requests for proclamations.

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
NOVEMBER 1, 2020 - NOVEMBER 30, 2020



**CASH DISBURSEMENTS REPORT
NOVEMBER 1, 2020 - NOVEMBER 30, 2020**

Check Date	Pay Period End	Description	Amount	Total
11/13/2020	11/8/2020	Net Payroll - Direct Deposits and Checks	142,762.66	
11/27/2020	11/22/2020	Net Payroll - Direct Deposits and Checks	<u>\$ 132,898.37</u>	\$ 275,661.03
 Accounts Payable				
		Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	341,203.11	
		Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>\$ 1,362,827.95</u>	
		TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>1,704,031.06</u>
		GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 1,979,692.09</u></u>

APPROVED BY: _____
Kevin Phillips, Town Manager

TOWN OF PARADISE
Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77024	11/03/2020	Open			Accounts Payable	Aflac	\$146.92		
77025	11/03/2020	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
77026	11/03/2020	Open			Accounts Payable	Met Life	\$7,931.22		
77027	11/03/2020	Open			Accounts Payable	OPERATING ENGINEERS	\$848.00		
77028	11/03/2020	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$1,734.06		
77029	11/03/2020	Open			Accounts Payable	SBA Monarch Towers III LLC	\$148.01		
77030	11/03/2020	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,821.75		
77031	11/03/2020	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$642.92		
77032	11/03/2020	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$906.47		
77033	11/03/2020	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$135.00		
77034	11/03/2020	Open			Accounts Payable	U.S. Bankcorp Government Leasing and Finance	\$10,992.77		
77035	11/05/2020	Open			Accounts Payable	49er Communications, Inc	\$940.00		
77036	11/05/2020	Open			Accounts Payable	4LEAF, Inc	\$288,520.18		
77037	11/05/2020	Open			Accounts Payable	A Stitch Above Embroidery & Shirt Printing	\$43.30		
77038	11/05/2020	Open			Accounts Payable	ALL METALS SUPPLY, INC.	\$204.61		
77039	11/05/2020	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$109.14		
77040	11/05/2020	Open			Accounts Payable	AT&T MOBILITY	\$252.83		
77041	11/05/2020	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$208.95		
77042	11/05/2020	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$22.21		
77043	11/05/2020	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$3,330.61		
77044	11/05/2020	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$457.52		
77045	11/05/2020	Open			Accounts Payable	Axon Enterprise Inc	\$2,667.89		
77046	11/05/2020	Open			Accounts Payable	Big O Tires	\$189.95		
77047	11/05/2020	Open			Accounts Payable	Bug Smart	\$41.00		
77048	11/05/2020	Open			Accounts Payable	BUTTE CO RECORDER	\$94.40		
77049	11/05/2020	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$43.10		
77050	11/05/2020	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$32.00		
77051	11/05/2020	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$1,190.00		
77052	11/05/2020	Open			Accounts Payable	Climate and Energy Solutions	\$96.27		
77053	11/05/2020	Open			Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$999.07		
77054	11/05/2020	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$189.00		
77055	11/05/2020	Open			Accounts Payable	DW Plumbing	\$96.27		
77056	11/05/2020	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$931.00		
77057	11/05/2020	Open			Accounts Payable	Ernst & Young US LLP	\$40,651.00		
77058	11/05/2020	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$257.62		
77059	11/05/2020	Open			Accounts Payable	Genasys, Inc.	\$7,450.00		

TOWN OF PARADISE
Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77060	11/05/2020	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$160.32		
77061	11/05/2020	Open			Accounts Payable	Guzi West Inspections & Consulting	\$600.00		
77062	11/05/2020	Open			Accounts Payable	Herc Rentals Inc.	\$2,917.47		
77063	11/05/2020	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US	\$4,180.24		
77064	11/05/2020	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$232.23		
77065	11/05/2020	Open			Accounts Payable	JMS Sales	\$220.09		
77066	11/05/2020	Open			Accounts Payable	Lash's Glass	\$19,371.17		
77067	11/05/2020	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$177.49		
77068	11/05/2020	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$600.00		
77069	11/05/2020	Open			Accounts Payable	MIKE GOGGIA TREE SERVICE	\$4,650.00		
77070	11/05/2020	Open			Accounts Payable	MOBILE MINI INC	\$633.28		
77071	11/05/2020	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$39.48		
77072	11/05/2020	Open			Accounts Payable	MUNICIPAL CODE CORP	\$399.00		
77073	11/05/2020	Open			Accounts Payable	Nesci Appraisal Service	\$450.00		
77074	11/05/2020	Open			Accounts Payable	North State Tire Co. Inc.	\$7,690.65		
77075	11/05/2020	Open			Accounts Payable	O'REILLY AUTO PARTS	\$392.84		
77076	11/05/2020	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$685.70		
77077	11/05/2020	Open			Accounts Payable	PARADISE POST	\$277.77		
77078	11/05/2020	Open			Accounts Payable	PBM SUPPLY & MFG INC	\$214.75		
77079	11/05/2020	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$18,579.00		
77080	11/05/2020	Open			Accounts Payable	PLATT ELECTRIC SUPPLY	\$116.90		
77081	11/05/2020	Open			Accounts Payable	R B SPENCER INC	\$16,474.19		
77082	11/05/2020	Open			Accounts Payable	RAY MORGAN COMPANY INC	\$1,461.60		
77083	11/05/2020	Open			Accounts Payable	Riebes Auto Parts-Motorpool	\$98.51		
77084	11/05/2020	Open			Accounts Payable	SBA Monarch Towers III LLC	\$537.31		
77085	11/05/2020	Open			Accounts Payable	Spherion Staffing	\$11,998.54		
77086	11/05/2020	Open			Accounts Payable	Stratti	\$53,425.51		
77087	11/05/2020	Open			Accounts Payable	Tahoe Pure Water Co.	\$30.00		
77088	11/05/2020	Open			Accounts Payable	Tesco Controls, Inc	\$3,087.04		
77089	11/05/2020	Open			Accounts Payable	Tetra Tech - EMI	\$142,261.09		
77090	11/05/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$631.54		
77091	11/05/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$34.85		
77092	11/05/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$150.37		
77093	11/05/2020	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$155.90		
77094	11/05/2020	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$86.00		
77095	11/05/2020	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$480.00		

TOWN OF PARADISE
Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77096	11/05/2020	Open			Accounts Payable	Valley Lock & Safe	\$567.75		
77097	11/05/2020	Open			Accounts Payable	WITTMIEIER AUTO CENTER	\$1,034.43		
77098	11/05/2020	Open			Accounts Payable	Ulmer, Jack	\$556.15		
77099	11/12/2020	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$750.00		
77100	11/12/2020	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
77101	11/19/2020	Open			Accounts Payable	4LEAF, Inc	\$292,564.68		
77102	11/19/2020	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$94.64		
77103	11/19/2020	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$262.60		
77104	11/19/2020	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$760.57		
77105	11/19/2020	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,043.62		
77106	11/19/2020	Open			Accounts Payable	Batteries Plus Bulbs	\$81.40		
77107	11/19/2020	Open			Accounts Payable	Big O Tires	\$104.95		
77108	11/19/2020	Open			Accounts Payable	Biometrics4ALL, Inc	\$14.25		
77109	11/19/2020	Open			Accounts Payable	BOLIN, GREG	\$223.90		
77110	11/19/2020	Open			Accounts Payable	Bullock , Warren	\$223.90		
77111	11/19/2020	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	\$89,958.88		
77112	11/19/2020	Open			Accounts Payable	BUTTE COMMUNITY COLLEGE	\$1,930.26		
77113	11/19/2020	Open			Accounts Payable	CA LAW ENF. ASSOC. OF RECORDS SUPERVISORS,	\$50.00		
77114	11/19/2020	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$624.00		
77115	11/19/2020	Open			Accounts Payable	Chico State Enterprises	\$15,500.00		
77116	11/19/2020	Open			Accounts Payable	COMCAST CABLE	\$409.78		
77117	11/19/2020	Open			Accounts Payable	COMCAST CABLE	\$244.78		
77118	11/19/2020	Open			Accounts Payable	COMCAST CABLE	\$139.78		
77119	11/19/2020	Open			Accounts Payable	COMCAST CABLE	\$389.78		
77120	11/19/2020	Open			Accounts Payable	DELUXE BUSINESS CHECKS AND SOLUTIONS	\$257.72		
77121	11/19/2020	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$1,383.50		
77122	11/19/2020	Open			Accounts Payable	Down Range Indoor Training Center	\$317.40		
77123	11/19/2020	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$38.15		
77124	11/19/2020	Open			Accounts Payable	Eagle Security Systems	\$343.35		
77125	11/19/2020	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$75.16		
77126	11/19/2020	Open			Accounts Payable	Gillander, John	\$223.90		
77127	11/19/2020	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$303.99		
77128	11/19/2020	Open			Accounts Payable	Granicher Appraisals, Inc	\$450.00		
77129	11/19/2020	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$145.47		
77130	11/19/2020	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$5,296.00		
77131	11/19/2020	Open			Accounts Payable	Gronseth , Samuel	\$223.90		

TOWN OF PARADISE
Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77132	11/19/2020	Open			Accounts Payable	Herc Rentals Inc.	\$6,655.93		
77133	11/19/2020	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US	\$3,437.36		
77134	11/19/2020	Open			Accounts Payable	INDUSTRIAL POWER PRODUCTS	\$675.68		
77135	11/19/2020	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$12.12		
77136	11/19/2020	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$210.89		
77137	11/19/2020	Open			Accounts Payable	INTERSTATE SALES	\$502.90		
77138	11/19/2020	Open			Accounts Payable	Jennifer Arbuckle	\$10,775.00		
77139	11/19/2020	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$1,025.15		
77140	11/19/2020	Open			Accounts Payable	Johnson, Tyler	\$2,304.13		
77141	11/19/2020	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$379.13		
77142	11/19/2020	Open			Accounts Payable	LIFE ASSIST INC	\$109.41		
77143	11/19/2020	Open			Accounts Payable	Martinez, Julian	\$223.90		
77144	11/19/2020	Open			Accounts Payable	McCann, Rachelle	\$223.90		
77145	11/19/2020	Open			Accounts Payable	McMahon Construction Inc	\$37,500.00		
77146	11/19/2020	Open			Accounts Payable	MOTOROLA	\$44,585.05		
77147	11/19/2020	Open			Accounts Payable	Mowers, Greg	\$223.90		
77148	11/19/2020	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$138.25		
77149	11/19/2020	Open			Accounts Payable	MUNICIPAL CODE CORP	\$248.00		
77150	11/19/2020	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
77151	11/19/2020	Open			Accounts Payable	NICOLETTI, CHRISTOPHER	\$2,359.49		
77152	11/19/2020	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$4,669.93		
77153	11/19/2020	Open			Accounts Payable	O'REILLY AUTO PARTS	\$375.15		
77154	11/19/2020	Open			Accounts Payable	Oehler, Steven	\$223.90		
77155	11/19/2020	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$869.70		
77156	11/19/2020	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$9,347.45		
77157	11/19/2020	Open			Accounts Payable	PARADISE POST	\$424.34		
77158	11/19/2020	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$2,735.00		
77159	11/19/2020	Open			Accounts Payable	PETERSON TRACTOR CO	\$82.17		
77160	11/19/2020	Open			Accounts Payable	Powell Roofing Co	\$11,160.00		
77161	11/19/2020	Open			Accounts Payable	R B SPENCER INC	\$405.98		
77162	11/19/2020	Open			Accounts Payable	Redline Installations Inc	\$1,313.12		
77163	11/19/2020	Open			Accounts Payable	RENTAL GUYS - CHICO	\$95.45		
77164	11/19/2020	Open			Accounts Payable	Riebes Auto Parts-Motorpool	\$1,288.46		
77165	11/19/2020	Open			Accounts Payable	RoyalAire	\$11,182.50		
77166	11/19/2020	Open			Accounts Payable	Schuster, Melissa	\$223.90		
77167	11/19/2020	Open			Accounts Payable	Spherion Staffing	\$14,391.50		

TOWN OF PARADISE
Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77168	11/19/2020	Open			Accounts Payable	Stratti	\$6,582.70		
77169	11/19/2020	Open			Accounts Payable	Tahoe Pure Water Co.	\$45.00		
77170	11/19/2020	Open			Accounts Payable	Tetra Tech - EMI	\$98,395.93		
77171	11/19/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$134.97		
77172	11/19/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$116.02		
77173	11/19/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$49.94		
77174	11/19/2020	Open			Accounts Payable	Tri Flame Propane	\$92.29		
77175	11/19/2020	Open			Accounts Payable	Tryon, Rose	\$223.90		
77176	11/19/2020	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$86.00		
77177	11/19/2020	Open			Accounts Payable	UNITED RENTALS, INC.	\$1,507.42		
77178	11/19/2020	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$94.00		
77179	11/19/2020	Open			Accounts Payable	VERIZON WIRELESS	\$2,694.60		
77180	11/19/2020	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$2,812.39		
77181	11/19/2020	Open			Accounts Payable	Zuccolillo, Michael	\$223.90		
77182	11/24/2020	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$10,000.00		
Type Check Totals:							159 Transactions	\$1,382,160.38	
<u>EFT</u>									
1072	11/03/2020	Open			Accounts Payable	CALPERS	\$106,552.36		
1073	11/12/2020	Open			Accounts Payable	CALPERS - RETIREMENT	\$37,169.73		
1074	11/12/2020	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$7,309.18		
1075	11/12/2020	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,428.62		
1076	11/12/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$26,117.33		
1077	11/19/2020	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$68.74		
1078	11/19/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$311.78		
1079	11/30/2020	Open			Accounts Payable	CALPERS - RETIREMENT	\$138,912.94		
Type EFT Totals:							8 Transactions	\$321,870.68	
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	159	\$1,382,160.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	159	\$1,382,160.38	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
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TOWN OF PARADISE
Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
					Open		8	\$321,870.68	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		8	\$321,870.68	\$0.00
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	167	\$1,704,031.06	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	167	\$1,704,031.06	\$0.00	
Grand Totals:					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	159	\$1,382,160.38	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	159	\$1,382,160.38	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	8	\$321,870.68	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	8	\$321,870.68	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	167	\$1,704,031.06	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	167	\$1,704,031.06	\$0.00



TOWN OF PARADISE
Council Agenda Summary
Date: December 8, 2020

Agenda No. 2(b)

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

REVIEWED BY: Kevin Phillips, Town Manager

SUBJECT: Fire Engine Surplus

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 20-___, A Resolution of the Town Council of the Town of Paradise declaring a certain vehicle to be surplus property.

Background:

With recent purchases and donations, the Town of Paradise is no longer in need of a 2008 Sutphen Monarch Fire Engine (Engine 83), which it currently owns and maintains.

Analysis:

The make, model and VIN for the engine to be declared surplus is listed below:

1. 2008 Sutphen Monarch Fire Engine, VIN 1S9A1BLD781003129

Staff is requesting Council adopt a resolution to reconcile planned and actual efforts with documentation.

Financial Impact:

No new financial impacts.

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

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

WHEREAS, the Town of Paradise wishes to dispose of a certain fire department vehicle that is no longer functional or necessary to the Town's operations through public auction, internet sale, salvage or other legal method.

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

Section 1. The Town hereby declares the following vehicle to become surplus property:

1. 2008 Sutphen Monarch Fire Engine, VIN 1S9A1BLD781003129

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 8th day of December, 2020, by the following votes:

AYES:
NOES:
ABSENT:
NOT VOTING:

, Mayor

ATTEST:

BY: _____
Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

BY: _____
Mark A. Habib, Town Attorney



Town of Paradise
Council Agenda Summary
Date: December 8, 2020

Agenda Item: 2(c)

ORIGINATED BY: Marc Mattox, Public Works Director/Town Engineer
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Award Contract No. 20-04 On-Call Materials Testing Services
LONG TERM RECOVERY PLAN: Yes, Tiers 1-3, Numerous

COUNCIL ACTION REQUESTED:

1. Consider concurring with staff's recommendation of Holdrege & Kull Consulting Engineers and Geologists, dba NV5 to perform on-call materials testing services on a variety of federally, state and locally funded efforts; and,
2. Approving the attached Master Professional Services Agreement and authorize the Town Manager to execute an agreement relating to on-call materials testing services; and,
3. Adopting Resolution No. 20-___, A Resolution designating authority to the Paradise Town Manager to execute individual task orders under the resultant master agreement for RFQ 2020-004 On-Call Materials Testing Services up to the maximum contract aggregate amount of seven hundred fifty thousand dollars (\$750K) to expedite and facilitate Camp Fire recovery efforts.

Background:

The Town is currently operating a \$120,000,000 Capital Improvement and Disaster Relief Program. In order to delivery these projects and continue restoration and rebuild efforts towards the development of a strong and vibrant community, procurement of professional consultants is necessary.

On September 3, 2020, staff issued a formal Request for Qualifications (RFQ 2020-004) utilizing formal consultant selection procedures per the Caltrans Local Assistance Procedures Manual for Federal-Aid projects. The RFQ stated the scope of work for the on-call materials testing services needed and listed a not-to-exceed amount of \$750,000. The contract term would be for three years, with potential for two one-year extensions by the Town. Tasks assigned amongst these projects could vary and/or include a combination of geotechnical investigative work, on-site construction materials testing and laboratory testing.

Analysis:

By September 24, 2020 at 4:00 PM, Town staff had received eight (8) responses to the RFQ. The proposers are listed below:

1. Alta Vista Solutions
2. Blackburn Consulting
3. Construction Testing Services
4. Geocon Consultants, Inc.
5. M.T. Hall
6. Holdrege & Kull Consulting Engineers and Geologists, dba NV5
7. Youngdahl Consulting Group, Inc.
8. Wallace Kuhl & Associates

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

Marc Mattox, Town of Paradise, Town Engineer
 Jessica Erdahl, Capital Projects Manager
 Kevin Peppas, Construction Inspector II

The Committee received and ranked the proposals according to the criteria provided in the RFQ and shown in Table 1, below.

Table 1: Evaluation Criteria Table

No.	Evaluation Criteria	Total Possible
1	Completeness of Response	10
2	Experience and Qualifications	40
3	Ability to Meet Project Timelines	20
4	Project Methodology & Approach	15
5	Familiarity & Experience with Local, State and Federal Procedures	15
TOTAL SCORE		100

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

Table 2: Scores and Ranking

Consultant Name	Raw Score Total	Final Ranking
Huldrege & Kull Consulting Engineers and Geologists, dba NV5	288	1
Blackburn Consulting	281	2
Geocon Consulting	276	3
Wallace Kuhl & Associates	273	4
Alta Vista Solutions	268	5
Construction Testing Services	267	6
Youngdahl Consulting Group, Inc.	257	7
MT Hall	249	8

The evaluation committee unanimously selected the top ranked firm - Holdrege & Kull Consulting Engineers and Geologists, dba NV5 – to proceed with the next phase of the procurement process. Per Federal-Aid procedures, the top ranked consultant cost proposal was opened to begin negotiations and proceed with the Caltrans Independent Office of Audits and Investigation (IOAI) review of financial documents. IOAI accepted NV5's ICR on November 12, 2020.

Staff recommends Council consider awarding a master contract, Attachment A, to Holdrege & Kull Consulting Engineers and Geologists, dba NV5 to perform on-call materials testing services for a variety of local, state, and federally-funded projects.

Financial Impact:

The master professional services agreements and associated task orders will include a combination of federal, state and local funds estimated not-to-exceed in aggregate \$750,000.

Attachments: Master Professional Services Agreement

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
DESIGNATING AUTHORITY TO THE PARADISE TOWN MANAGER TO
EXECUTE INDIVIDUAL TASK ORDERS UNDER THE RESULTANT MASTER
AGREEMENT FOR RFQ 2020-004 ON-CALL MATERIALS TESTING
SERVICES UP TO THE MAXIMUM CONTRACT AGGREGATE AMOUNT OF
SEVEN HUNDRED FIFTY THOUSAND DOLLARS TO EXPEDITE AND
FACILITATE CAMP FIRE RECOVERY EFFORTS.**

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

WHEREAS, the Town of Paradise 2020/2021 Disaster Recovery and Capital Improvement Plan identifies over \$120 million in projects spanning multiple project phases, timelines, and funding sources;

WHEREAS, in an effort to streamline and expedite delivery of recovery projects, Town staff issued a Request for Qualifications 2020-004 On-Call Materials Testing Services (RFQ 2020-004);

WHEREAS, RFQ 2020-004 was designed for a base term of three-years with the possibility of two one-year extensions at the sole discretion of the Town Manager for a maximum term of five-years;

WHEREAS, RFQ 2020-004 was designed for a not-to-exceed aggregate contract amount of \$750,000 to be issued as individual task orders;

WHEREAS, RFQ 2020-004 was prepared and reviewed under the most stringent of procurement standards, meeting Paradise Municipal Code, State and Federal requirements, including criteria set forth by California Department of Transportation, Federal Highways Administration, Federal Emergency Management Agency, and others;

WHEREAS, RFQ 2020-004 was advertised on September 3, 2020 for work relating to the Town's current and future Disaster Recovery and Capital Improvement Plan, with major scope of work categories listed below:

- Geotechnical Investigative Work
- On-site Construction Materials Testing
- Laboratory Construction Materials Testing

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

Holdrege & Kull Consulting Engineers and Geologists, dba NV5

Consultant

On-Call Materials Testing Services (20-04)

Project Title

Varies

Budget Account Number

ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the “CONSULTANT” is as follows:

HOLDREGE AND KULL CONSULTING ENGINEERS AND GEOLOGIST, dba NV5

Incorporated in the State of CALIFORNIA

The Project Manager for the “CONSULTANT” will be SHANE CUMMINGS

The name of the “LOCAL AGENCY” is as follows: TOWN OF PARADISE

The Contract Administrator for LOCAL AGENCY will be Marc Mattox, Public Works Director/Town Engineer

- A. CONSULTANT shall comply with the provisions of this agreement and additional federal provisions in Exhibit D and E to this agreement. In the event of a conflict between any provisions of Exhibit D and/or E, the more stringent provisions shall control and prevail.
- B. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposal dated **09/24/2020**. The approved CONSULTANT’s Cost Proposal is attached hereto (EXHIBIT B “COMPENSATION”) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure by CONSULTANT to comply with applicable law, or any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this

Town of Paradise
Owner-Consultant Agreement
Contract 20-04

AGREEMENT by CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of Town.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against the Town based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the Local AGENCY. However, claims for money due or which become due to CONSULTANT from Town under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE III STATEMENT OF WORK

CONSULTANT shall perform Materials Testing services, described in Exhibit A entitled "SCOPE OF SERVICES."

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on **January ____ , 2021**, contingent upon approval by LOCAL AGENCY. CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on **December ____, 2023**, unless extended by a mutually-approved amendment or terminated under Article VI of this AGREEMENT. The contract may be extended for two (2) one-year extensions to be considered and noticed within 30 days of the prior contract period expiring.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by Town Council of the LOCAL AGENCY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by a mutually-approved written amendment prior to the expiration of the Agreement to cover the time needed to complete the task order in progress only. The maximum term of this Agreement shall not exceed **five (5) years**.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT'S approved Cost Proposal, described in Exhibit B entitled "COMPENSATION." The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt and approval by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

Town of Paradise
Owner-Consultant Agreement
Contract 20-04

- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. Reimbursement for transportation and subsistence costs shall not exceed State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt and approval by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number.

Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

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

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed **\$750,000**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

ARTICLE VI TERMINATION

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

- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

ARTICLE VIII RETENTION OF RECORD/AUDITS

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

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not resolved by the parties, shall be reviewed by LOCAL AGENCY'S Town Treasurer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Town Treasurer of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

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

- D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt and approval of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of subconsultants shall be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute subconsultant.

F. Prompt Progress Payment

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

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

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined in the LOCAL AGENCY'S sole discretion, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant shall be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY'S prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be

construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

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

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or subconsultant may be awarded a contract containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR shall be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations

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applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

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

the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

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

G. Hours of Labor

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

H. Employment of Apprentices

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

ARTICLE XIII CONFLICT OF INTEREST

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

- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his, her or its knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of any protected classification under California Law, including but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination

in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
 - 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
 - Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."
- B. The goal for DBE participation for this AGREEMENT is **0%** Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Contract Assurance
Under 49 CFR 26.13(b):
CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT shall make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the

Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than two million dollars (\$2,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the CONSULTANT will not cancel the insured’s coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

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

Town of Paradise
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ARTICLE XXI CHANGE IN TERMS

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

ARTICLE XXII CONTINGENT FEE

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

ARTICLE XXIII DISPUTES

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

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

ARTICLE XXIV INSPECTION OF WORK

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

ARTICLE XXV SAFETY

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

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of Town, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, Town shall be entitled to, and CONSULTANT shall deliver to Town, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to Town which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by Town.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Town without restriction or limitation upon its use or dissemination by Town.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by Town for another project or project location shall be at Town's sole risk.

- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

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

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials

prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of Town or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, Town has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, Town's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

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

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt and approval by LOCAL AGENCY of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt and approval. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXII NOTIFICATION

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

CONSULTANT: Holdrege & Kull Consulting Engineers and Geologists, dba NV5
Shane Cummings, Project Manager
48 Bellarmine Court, Suite 40
Chico, CA 95928

LOCAL AGENCY: Town of Paradise
Marc Mattox, Contract Administrator
5555 Skyway
Paradise, CA 95969

ARTICLE XXXIII CONTRACT

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

ARTICLE XXXIV SIGNATURES

**TOWN OF PARADISE
A Municipal Corporation**

Consultant

By: _____
Kevin Phillips, Town Manager

By: _____
Name:
Title:
Address:

APPROVED AS TO FORM:

ATTEST:

By: _____
Mark A. Habib, Town Attorney

By: _____
Dina Volenski, Town Clerk

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT A SCOPE OF SERVICES

Holdrege & Kull Consulting Engineers and Geologists, dba NV5

Consultant

On-Call Materials Testing Services (20-04)

Project Title

Varies

Budget Account Number

SCOPE OF WORK DESCRIPTION:

Upon request by the Town and under Town direction, the Consultant shall provide On-call Materials Testing Services for a variety of local, state, and federally-funded projects in accordance with the Town’s Quality Assurance Program (QAP) and in accordance with applicable local, state and federal regulations. Typical projects requiring materials testing services may include new construction, or maintenance and improvements of existing public infrastructure, including but not limited to: roadways, bridges, bikeways, parks, sanitary sewer and storm water facilities. Tasks assigned amongst these projects could vary and/or include a combination geotechnical investigative work, and on-site construction materials and laboratory testing.

The following tasks will be performed by the Consultant to cover sampling, testing, and reporting on the proposed projects in accordance with the Town approved plans, Town and Caltrans Standards, and the Town QAP, as standard construction CQA services. Each task is described in the following:

TASK 1 PROJECT PLANNING AND MEETINGS

NV5 will review the approved plans and specifications, preliminary construction schedule submittals, and initial material submittals upon project startup and once available. Following the initial review, NV5 will prepare a project specific work scope and cost estimate for review and approval by the Town. NV5 will attend pre-construction meetings to discuss the QAP testing requirements of each project with the Town, contractor, construction managers, design professionals, and other construction team members. Key items discussed during the pre-construction, weekly construction or pre-production meetings include submittals, requests for information, 3-week look-ahead schedule, testing requirements, and timeframe for scheduling inspection, coordination of testing needs, verify the target testing goals, and the process for addressing non-conformance items and dispute resolution. Early and frequent communication and coordination with the contractor and their quality control personnel in advance of the start of each component will establish the roles and expectation for all parties and allow for the proper coordination of sample splitting and testing turnaround times. Meetings will be attended by NV5’s project manager and key engineering technicians assigned to each project, if available.

TASK 2 GEOTECHNICAL/EARTHWORK SAMPLING AND TESTING SERVICES

During earthwork grading operations, soil, structural fill, and aggregate materials will be sampled and tested in accordance with the Town of Paradise QAP and the approved plans and specifications. NV5's responsible engineer and engineering technician will perform the following CQA engineering services:

- Observe and evaluate the exposed native subgrade soil surface for relative competency and stability.
- Sample native soil and import soil stockpiles for conformance testing. Submit samples to the NV5 laboratory and schedule testing.
- Perform in-place field moisture and density tests on subgrade soil, engineered fill, and Class II aggregate base rock materials consistent with the ASTM and Caltrans guideline procedures for density and moisture content to determine the relative compaction relative to the applicable Caltrans and ASTM maximum density and optimum moisture content.
- Observe final proof rolling of finished subgrade and aggregate base rock surfaces.
- Prepare a site plan that shows the approximate compaction test locations.
- Prepare daily field reports to document the following CQA observation made during each site visit: weather conditions; earthwork contractor's work activities; work progress; completed work products; equipment used; field compaction testing; and other pertinent CQA information.

TASK 3 HMA SAMPLING AND TESTING SERVICES

This task requires detailed familiarity with all aspects of the materials incorporated into the project including: Asphalt Binder – Per Project Specifications; Aggregates for HMA – check for aggregate quality; HMA Mix Design – Project Specifications; currency of JMF, check all lab test results; Review other submittals as requested

HMA Batch Plant Inspection

- Provide a full-time or part-time Plant Inspector during HMA production to monitor both the rubber and asphalt plant operations.
- Verify certificates of compliance for all mix components, observe binder storage and reaction tank temperatures, rubber blending, viscosity testing and obtain copies of these logs.
- Test HMA mix temperature and perform a visual inspection of material for quality.

Aggregate Inspection

- Verify materials used for HMA/RHMA production are approved.
- Observe aggregate storage and determine that it meets requirement as specified.
- Determine that supplemental fine aggregate is stored separately and kept thoroughly dry.
- Certify that the aggregate quality and the asphalt mixture requirements are approved.

Plant Inspection Requirements Prior to Production

- Determine whether the stockpiled aggregate is similar to the material used for the mix design.
- See that scales and meters are sealed or tested as required.
- Verify the temperature-indicating device on the drier meets specifications.
- Check proportioning supplemental fine aggregate or baghouse dust meets specifications.
- Check plant is equipped with a functional dust collection system as required by specifications.
- Determine if there are safety provisions for sample collection as required by specifications.
- Check asphalt storage tanks and determine if all required devices are within specification limits.

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Plant Inspection Requirements During Production

- Maintain a daily plant record. Use a form that has been approved by the Engineer.
- Verify that production rate for the mix plant does not exceed those established for plant.
- Monitor plant proportioning and all interlocks settings required for the proportioning process.
- Obtain Certificates of Compliance for all asphalt binder loads.
- Observe aggregate storage and determine that it meets requirements.
- Determine that supplemental fine aggregate is kept dry, stored properly and metered correctly.
- Monitor and record the temperature of the liquid asphalt and the asphalt concrete mix.
- Review aggregate grading test results vs. specs and report deviations to operator and inspector.
- Observe production to assure that homogeneous, uniformly-coated mix at mixer discharge.
- Monitor asphalt binder temperatures and that aggregate maximum and minimum temperatures are within limits. Temperatures are recorded and included with plant record.
- Check to see that all equipment is functioning properly and within specifications.
- Observe storage of materials in silos for conformance.
- Examine truck beds prior to loading to ensure that petroleum products are not used and that parting agents are used sparingly.
- Record information supporting payment and determining causes for out of spec. materials.

Material Sampling & Testing

- Sample HMA Binder and verify materials used for HMA production are approved.
- Sample aggregates at plant per project requirements.
- Sample HMA on grade.
- Perform sampling and testing of HMA during each day's production at a frequency of one sample per every 3000 tons, or less, in accordance with the Town of Paradise QAP and generalized below.

HMA PRODUCTION SAMPLING AND TESTING PER QAP		
CALTRANS METHOD		SAMPLING/TESTING FREQUENCY
NO.	DESCRIPTION	
CTM 125	Sample Asphalt Concrete	1/3000 tons
CTM 202	Sieve Analysis of Fine Aggregates	1/500 to 1000 tons, 1 min per project
CTM 202	Sieve Analysis of Coarse Aggregates	1/500 to 1000 tons, 1 min per project
CTM 202	RAP Gradation	1/500 to 1000 tons, 1 min per project
CTM 216/231	Field density and water content	1-5000 sq ft 1/500 to 1000 tons, 1 min per project

HMA PRODUCTION SAMPLING AND TESTING PER QAP		
CALTRANS METHOD		SAMPLING/TESTING FREQUENCY
NO.	DESCRIPTION	
CTM 217	Sand Equivalent	1/5000 tons, 1/day min.
CTM 227	Cleanness of Coarse Aggregate	1/500 to 1000 tons, 1 min per project
CTM 229	Durability	1/500 to 1000 tons, 1 min per project
CTM 301	Resistance Value	1/500 to 1000 tons, 1 min per project
CTM 304/308	Briquette Bulk Specific Gravity	4 cores/1000 feet of paved roadway 1 bulk sample for every 5 cores/day production
CTM 309/375	Max. Specific Gravity/Field Density	1/1000 tons.
AASHTO T 324	Hamburg Wheel	1/project
AASHTO T 312	Gyrator compaction	1/project

Pre-Paving Activities: observe, document and report on conformance with project specifications on pre-paving field construction activities.

Particular attention should be paid to pre-paving activities that may affect public safety and public satisfaction and the appearance and durability of the final pavement surface.

Asphalt Laydown Operations: During paving operations HMA materials will be sampled and tested in accordance with the Town of Paradise QAP and the approved plans and specifications. NV5’s responsible engineer and engineering technician will perform the following CQA engineering services:

- Monitoring activities at the paving spreader may include:
 - Measurement of air and HMA temps and record.
 - Check paving and rolling equipment are approved for the needs of the project.
 - Monitor thickness and spread width.
 - Record number of layers.
 - Check spread rate against theoretical rate and correct if any problems are found.
 - Ensure longitudinal joints are offset as specified.
 - Ensure longitudinal & transverse joints are smooth.
- Confirm rolling pattern & compaction effort are consistent with the test section.
- Observe construction at cold transverse joints to see that specifications are met.
- Observe that segregation and visual pavement deformities are avoided or corrected.

- Perform in-place field density testing on asphalt concrete consistent with ASTM, AASHTO and ASTM guidelines procedures, per the approved plans.
- Provide random sampling and testing locations in accordance with Caltrans methods and inspection during coring of HMA performed by the contractor. Collect a minimum of two cores from each sampling locations, testing one and holding the second for potential dispute resolution testing, if needed.
- Perform sampling and density testing during HMA placement and compacting using a thin lift nuclear density gauge or cores.
- Prepare a site plan that shows the approximate test and sampling locations.
- Prepare daily field reports to document the following CQA observation made during each site visit: weather conditions; earthwork contractor’s work activities; work progress; completed work products; equipment used; field compaction testing; and other pertinent CQA information.

TASK 4 CONCRETE COMPONENT SAMPLING AND TESTING SERVICES

Concrete components including rebar, sand, aggregate and cementitious materials may be sampled and tested in accordance with the Town of Paradise QAP and the approved plans and specifications. NV5’s responsible engineer and engineering technician will perform the following CQA engineering services:

- Provide periodic special inspection of reinforcing steel for structures and slab-on-grade cast-in-place concrete. Test each sample per ASTM A370 when a Certificate of Compliance is not used.
- Perform batch plant inspection and sampling for materials used in structural concrete mixes. Batch plant inspection will verify the approved concrete mix design and materials are being batched.
- Provide periodic special inspection during the placement of structural and traffic-rated PCC concrete including:
 - Review of batch tickets for confirmation of approved concrete mix design
 - Placement and consolidation inspection of cast-in-place concrete of each day’s concrete pour.
- Perform testing during casting of concrete for the foundations, structural slabs, and exterior traffic rated cast-in-place concrete, as required. Sampling and testing fresh concrete in accordance with Caltrans, ACI, and ASTM methods will involve the following field testing:
 - Slump
 - Air content
 - Unit weight
 - Temperature measurements.
- Pick-up and delivery of test samples to the laboratory for testing
- Determine compressive strength of concrete test cylinders cast at the project site. This includes:
 - The curing of test cylinders/cubes in accordance with ASTM C 192
 - The testing of cylinders in accordance with ASTM C 39
- Inspection of stressing operation after placed concrete reaches required strength.
- Prepare daily field reports to document the following CQA observation made during each site visit: weather conditions; earthwork contractor’s work activities; work progress; completed work products; equipment used; field testing data; and other pertinent CQA information.

TASK 5 MISCELLANEOUS SPECIAL INSPECTION AND TESTING

NV5 will provide special inspection and testing on miscellaneous construction projects in accordance with the project approved plans, specifications, California Building Code, Caltrans and Town Standards, and the Town QAP on the following miscellaneous construction components.

- Provide continuous special inspection during fabrication of structural steel. Review of plans and specifications for welding to determine the type of weld electrode and preheat requirements
- Shop fabrication and field inspection may include:
 - Identification of material to be used during fabrication
 - Review of weld procedures and personnel qualifications
 - Inspection of welded connections
 - Non-destructive testing as needed during fabrication.
 - Observation and torque testing confirmation during tensioning of high strength bolts.
- Perform continuous special inspection and testing during construction of Concrete Masonry Unit (CMU) walls may including but not limited to:
 - Masonry rebar placement
 - Monitoring of grout mixing time
 - Block placement
 - Grout placement (Batch Plant Inspection performed, if required)
 - Verification of mix design
 - Observation of consolidation
 - Grout sampling (sets of three)
 - Clean-outs installation observation
 - Monitoring of the casting of masonry composite specimens (prisms)
 - Transportation of samples to our Chico laboratory for compression testing
 - Test prisms, mortar and grout in compression
- Provide continuous special inspection and testing during installation of mechanical and epoxy post-installed concrete anchors according to the approved plans.
- Provide geotechnical engineering oversight during the CIDH pier logging, including cross-hole sonic and gamma-gamma logging.
- Perform testing and analyses and develop recommendations for chemically treating and amending loose, soft or overly wet soil to stabilize and continue construction where needed.
- Provide environmental consulting for Initial Site Assessments and environmental sampling for Aerial Deposited Lead (ADL), naturally occurring asbestos (NOA), and or other potential contaminants of concern, as needed to support construction hazardous materials assessments.
- Prepare daily field reports to document the following CQA observation made during each site visit: weather conditions; earthwork contractor's work activities; work progress; completed work products; equipment used; field testing data; and other pertinent CQA information.

TASK 6 ENGINEERING OVERSIGHT AND REPORT PREPARATION

NV5's project manager will provide oversight of the CQA testing and inspection services performed, as needed. NV5's Lab Engineer will oversee and certify the earthwork and HMA testing in accordance with the approved plans, specifications, Caltrans and Town Standards. Distribute field and laboratory reports and address non-conformance items which may remain outstanding. Upon the completion of each project, NV5 will prepare a final CQA report to document the results of the laboratory and field testing. The report shall consist of, but not be limited to, a project description, summary of the work performed, test results, conclusions, photos, plan of test locations, and daily field reports. Reports will be distributed to the Town of Paradise as PDF documents.

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT B COMPENSATION

Holdrege & Kull Consulting Engineers and Geologists, dba NV5

Consultant

On-Call Materials Testing Services (20-04)

Project Title

Varies

Budget Account Number

Compensation for services shall be in accordance with the specified rates of compensation, shown on the following page(s):

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT C INSURANCE PROVISIONS

Holdrege & Kull Consulting Engineers and Geologists, dba NV5
CONSULTANT

On-Call Materials Testing Services (20-04)
Project Title

Varies
Budget Account Number

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

***Please provide a copy of Attachment II to your insurance agent.**

Consultant shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Consultant, Consultant’s agents, representatives, employees and subconsultants. Before the commencement of work consultant shall submit Certificates of Insurance and Endorsements evidencing that consultant has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO’s Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3) Workers’ Compensation Insurance:** As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Consultant provides written verification he or she has no employees.)*
- 4) Professional Liability (Errors and Omissions):** Insurance appropriate to Consultant’s profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

Such policy shall continue for a period of one year after completion of work by the Consultant.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The Town of Paradise, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Consultant, 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2) For any claims related to this contract, Consultants insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be excess of Consultants insurance and shall not contribute with it.
- 3) Each insurance policy required above shall 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.

C. WAIVER OF SUBROGATION: Consultant hereby grants to Town a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Town by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Consultant, its employees, agents and subconsultants.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the Town. The Town may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Town.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

F. VERIFICATION OF COVERAGE: Consultant shall furnish Town with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work

beginning shall not waive the Consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: Town reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONSULTANTS: Consultant shall include all subconsultants as insured under its policies or require all subconsultants to be insured under their own policies. If subconsultants are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the Town certificates of insurance and endorsements **before** beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to the Town for review.

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT D ADDITIONAL FEDERAL PROVISIONS

Holdrege & Kull Consulting Engineers and Geologists, dba NV5
Consultant

On-Call Materials Testing Services (20-04)
Project Title

Varies
Budget Account Number

Expense contracts; Regulatory Compliance Requirements

All Town contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, emergency preparedness and advisories, and any other codified criteria including but not limited to the following as relevant to this Contract:

1. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to
- (3) each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (4) Withholding for unpaid wages and liquidated damages. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (5) Safety requirements. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

2. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and the Town agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

3. Energy Efficiency

- (1) Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

4. Suspension and Debarment

The Town does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating

Town of Paradise
Owner-Consultant Agreement
Contract 20-04

information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at
- (2) 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (3) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (4) This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Debarment Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Town of Paradise
Owner-Consultant Agreement
Contract 20-04

Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Town of Paradise
Owner-Consultant Agreement
Contract 20-04

5. Procurement of Recovered Materials

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> . The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products> ."

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

6. Additional FEMA Requirements

Changes

Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with TOWN Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

Access to Records

The following access to records requirements shall apply to this Contract:

- (1) The Contractor agrees to provide Cal OES, the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

7. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

8. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

10. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT E TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT F EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

Local Assistance Procedures Manual

Exhibit 10-O2
Consultant Contract DBE Commitment

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Town of Paradise 2. Contract DBE Goal: 0%
 3. Project Description: On-Call Materials Testing
 4. Project Location: TBA, Paradise, CA
 5. Consultant's Name: NV5 6. Prime Certified DBE: 7. Total Contract Award Amount: \$750,000
 8. Total Dollar Amount for **ALL** Subconsultants: 0.00 9. Total Number of **ALL** Subconsultants: 0

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
None			
Local Agency to Complete this Section			
20. Local Agency Contract Number: <u>RFQ 20-04</u>		14. TOTAL CLAIMED DBE PARTICIPATION	\$ 0.00
21. Federal-Aid Project Number: <u>On-Call Varies</u>			0 %
22. Contract Execution Date: <u>January, 2021</u>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
<u>Jessica Erdahl</u> 23. Local Agency Representative's Signature	24. Date	<u>Guillaume Gau</u> 15. Preparer's Signature	11/18/2020 16. Date
<u>Jessica Erdahl</u> 25. Local Agency Representative's Name	<u>530-872-6291</u> 26. Phone	<u>Guillaume Gau</u> 17. Preparer's Name	<u>530.894.2487</u> 18. Phone
<u>Capital Projects Manager</u> 27. Local Agency Representative's Title		<u>Senior Vice President</u> 19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



**TOWN OF PARADISE
Council Agenda Summary
Date: December 8, 2020**

Agenda No. 5(a)

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

REVIEWED BY: Kevin Phillips, Town Manager

SUBJECT: Underground Utilities Continued Public Hearing

COUNCIL ACTION REQUESTED:

1. Hear informational update from staff, continue the Public Hearing from November 10, 2020 and close the public hearing without further action; OR
2. Adopt a resolution (1) declaring and determining a certain area with the Town as the Paradise Arterials & Collectors Underground District (Underground District 20-1), and (2) finding and determining that public necessity, health or safety require the removal of poles, overhead wires, and associated structures, and ordering removal of same (Underground District 20-1)

November 30, 2020 Update:

At this time, staff is recommending Council to cease efforts to form an Underground Utility District for the identified arterials and collectors. This recommendation comes at a time where staff believes the California Public Utility Commission (CPUC) Complaint process is the best avenue forward and the belief that undergrounding of utilities on the identified arterials and collectors is the minimum outcome possible, even without formation of the district. The CPUC complaint, as litigation, will be reviewed with legal Counsel during a closed session.

November 2, 2020 Update:

At the October 13, 2020 public hearing for this item, Paradise Town Council agreed to provide additional time before a decision was made to form Underground District 20-1. Since that time, staff has learned that an agreement relating to undergrounding of utilities between PG&E, Comcast and AT&T is imminent. Given this information, staff is requesting an additional extension to allow for respective legal reviews between each organization to be completed and finalized. Staff has full confidence a timely resolution is feasible within this period and creation of the subject District may no longer be necessary. A full report of the status on this issue will be provided at the regular December 8, 2020 Paradise Town Council Meeting.

**AGENDA SUMMARY BELOW IS A COPY FROM
OCTOBER 13, 2020 TOWN COUNCIL MEETING**

Background:

During the 2018 Camp Fire, evacuation corridors in Paradise were adversely affected by burned wooden utility poles carrying electric and telecommunication lines which had fallen into the roadway, creating extremely hazardous and precarious situations for the evacuating general public, as well as first responders in their attempt to assist with evacuations, firefighting and saving lives and property.



A burned utility pole crossing a Paradise evacuation route during the Camp Fire. Source: AP/Getty Images

Immediately following the fire, temporary poles were erected to serve customers with standing homes.

In conjunction with the Town's preparation of a Long-Term Recovery Plan, PG&E announced in May 2019 that it would begin an unprecedented project of undergrounding all electric distribution infrastructure in Paradise. The goal of reducing wildfire risk, meeting the community's desire for unobstructed egress and the Town's community engagement process helped drive this decision.

In July 2019, Paradise Town Council adopted the community's Long-Term Recovery Plan which identified Underground Utilities as one of the highest priority Partner-led projects, a critical component to the rebuilding of Paradise. The Plan also reinforces the Town's expectation that communication companies, Comcast and AT&T, will follow suit as utility poles are combustible and can block egress routes in a fire. This plan was created and vetted by the residents immediately following the Camp Fire for the express purpose of guiding and directing the disaster recovery process.

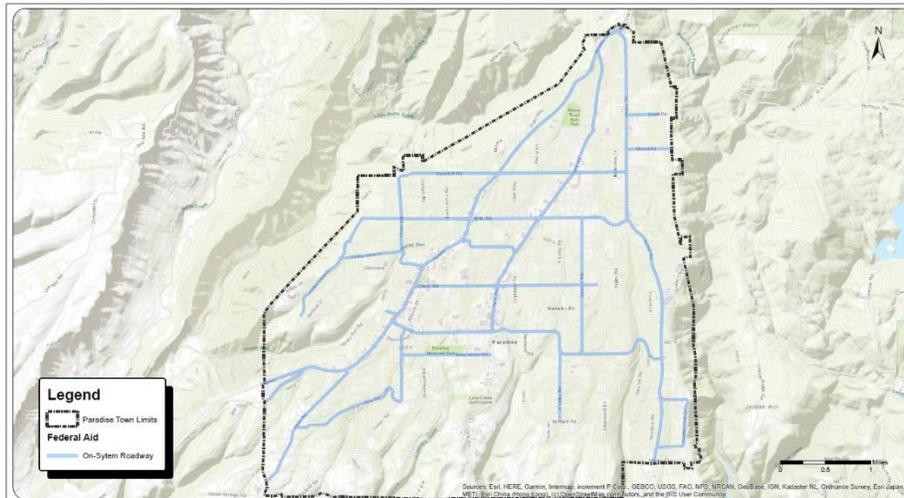
In late 2019, Paradise Town Council adopted and enacted a "Dig-Once" Policy, which states by ordinance that the Town of Paradise and servicing utility companies must continuously communicate and coordinate relating to underground joint-trench opportunities. This Policy, however, does not mandate any utility company to join underground trenches against their will.

Since the adoption of the Long-Term Recovery Plan, PG&E has completed over 28 miles of undergrounding work in Paradise and is currently ramping up for an additional 20 miles to be installed by the end of 2020. At the time of this report, Comcast and AT&T have not installed **any** infrastructure in any of these trenches and have indicated to the Town of Paradise they have no intention to do so in the future.

On June 9, 2020 staff reported to Paradise Town Council that neither Comcast nor AT&T have indicated a willingness to participate in the joint trench opportunity with PG&E. Staff also reported

on two potential approaches which could encourage or create pressure for these companies to help the community fully realize its safety objectives:

1. Advance a competing service by exploring and undertaking a Broadband Feasibility Study (underway), and;
2. Create a formal Rule 20A Underground Utility District on all eligible federal-aid collectors and arterials (mapped below).



The intent of the creation of the Underground Utility District, while it would not include all roadways as is desired by the Council and Community, however, it would allow the framework of the established legal Rule 20A program to be utilized and create a mandate for telecommunications providers to participate in the joint trench on critical roadways at their own cost – regardless if PG&E was using traditional Rule 20A tariff apportionments for their respective work.

Council gave direction to staff to set a public hearing date of July 14, 2020 for the creation of this Underground Utility District and asked for a return report and action item for filing a formal complaint to the California Public Utilities Commission (CPUC).

Since the June 9, 2020 Paradise Town Council meeting, staff was contacted by CPUC staff and was advised to hold off on issuing a Public Hearing Notice for quite possibly the largest Rule 20A Underground Utility District considered. Town Staff complied with this request and received feedback from CPUC Rule 20A Program staff, not CPUC legal opinion, that they did not believe creation of this Underground Utility District would achieve desired results. Alternatively, CPUC staff further encouraged the Town to pursue the formal complaint process through the CPUC in an effort to engage all stakeholders at one time on this issue.

Based on advice from the CPUC staff, Town staff did not issue the Notice of Public Hearing as directed by Town Council, understanding a report on this development could be made at the next scheduled Council meeting and further action could be deliberated. Staff understands the CPUC stance on the creation of the District and concurs that there is risk in the effort (and mailing cost) may not be effective.

On July 14, 2020 Paradise Town Council directed staff to submit a formal complaint to the CPUC relating to the lack of participation by Comcast and AT&T in undergrounding their overhead infrastructure. Furthermore, Council gave direction to set a public hearing date for formation of the Rule 20a District if an agreement by Comcast, AT&T and PG&E to underground all utilities within 45 days.

Analysis:

On August 21, 2020, staff submitted a formal complaint to the CPUC relating to undergrounding overhead lines in Paradise. A copy of this complaint is attached to this agenda summary as Attachment A.

Understanding that there is no agreements between Comcast, AT&T and PG&E relating to undergrounding utilities in Paradise within the 45 days set forth by Council, staff has properly noticed and set a public hearing to formally consider creation of the Paradise Arterials & Collectors Underground District (Underground District 20-1).

Underground District 20-1 can be described as follows:

Paradise Arterials and Collectors: Skyway, Clark Road, Pentz Road, Wagstaff Road, Bille Road, Elliott Road, Pearson Road, Neal Road, Buschmann Road, South Libby Road, Oliver Road, Valley View Drive, Central Park Drive, Dean Road, Merrill Road, and portions of Maxwell Drive, Honey Run Road, Stearns Road, Roe Road, Foster Road, Elliott Road, and Sawmill Road.

A map of Underground District 20-1 is shown on the next page:

**TOWN OF PARADISE
RESOLUTION NO.16-76**

RESOLUTION (1) DECLARING AND DETERMINING A CERTAIN AREA WITH THE TOWN AS AN UNDERGROUND DISTRICT PARADISE ARTERIALS & COLLECTORS (UNDERGROUND DISTRICT 20-1), AND (2) FINDING AND DETERMINING THAT PUBLIC NECESSITY, HEALTH OR SAFETY REQUIRE THE REMOVAL OF POLES, OVERHEAD WIRES, AND ASSOCIATED STRUCTURES, AND ORDERING REMOVAL OF SAME (PARADISE ARTERIALS & COLLECTORS UNDERGROUND DISTRICT 20-1).

WHEREAS, during the 2018 Camp Fire, utility poles caught fire and fell into roadways, blocking evacuation routes. Immediate utility restoration efforts by PG&E included the installation of temporary overhead power infrastructure. The undergrounding of utilities was identified as a priority in the Long-Term Recovery Plan created after the Camp Fire, and is an important step forward in recovery.

WHEREAS, in accordance with the Paradise Long-Term Recovery Plan, the Town Council has prioritized undergrounding of all utilities in Paradise. Currently, PG&E is voluntarily proceeding with this undergrounding work. The formation of this District is to explore all existing legal options and programs which would compel telecommunications companies such as Comcast and AT&T to also underground their infrastructure. This District along all Paradise collectors and arterials would be formed using the Rule 20A Program through PG&E.

WHEREAS, the California Public Utilities Commission (CPUC) has authorized electric and telecommunication utilities to convert overhead utility lines and facilities to underground pursuant to Electric Rule 20 and Telecommunication Rule 32, and

WHEREAS, pursuant to certain criteria, CPUC rules allow participating cities and counties to establish legislation authorizing the creation of underground utility districts within which existing overhead electric distribution and telecommunication distribution and service facilities will be converted to underground, and

WHEREAS, the Town of Paradise has adopted Ordinance No. 156 authorizing the Town Council to designate areas within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

WHEREAS, the Director of Public Works for the Town of Paradise has noticed affected public utilities and designated the Paradise Arterials & Collectors Underground District 20-1 and more particularly described in Exhibit "A" attached

hereto and incorporated herein by reference, meets the criteria established by the rules of the CPUC, to wit,

- that such undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities, and
- that the street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic, and
- The street, road or right-of-way is considered an arterial street or major collector as defined in the Governor's Office of Planning and Research General Plan Guidelines

WHEREAS, each year the Town of Paradise is notified by Pacific Gas and Electric (PG&E) regarding the allocation of work credits for conversion of overhead electric distribution lines and facilities to underground, known as Rule 20A allocations, and

WHEREAS, the Town of Paradise will utilize all available (secured and forecasted) Rule 20A credits towards the Paradise Arterials & Collectors Underground District 20-1 and remaining Rule 20a project costs which are typically funded by Town Rule 20a credits will be borne by PG&E voluntarily, and

WHEREAS, the Town of Paradise and the affected utilities will agree by letter that each utility shall complete the engineering of their respective portion of Paradise Arterials & Collectors Underground District 20-1 overhead to underground utility conversion, and

WHEREAS, the Town of Paradise and the affected utilities will agree by letter that PG&E shall be responsible for preparation of the trench profile and composite drawings and that PG&E shall be designated as "trench lead" to manage trenching, installation of substructures, and pavement restoration and such other work, and

WHEREAS the Director of Public Works of the Town of Paradise and the affected utilities have agreed on a work schedule which meets their respective capabilities and further agreed to waive any administrative fees, or costs for purposes of this project, and

WHEREAS, to the extent required, the Town of Paradise has agreed to provide easements or rights of way on private property as may be necessary for installation of utility facilities in a form satisfactory to the affected utilities, and

WHEREAS, the Town Council of the Town of Paradise has now received the report from the Director of Public Works recommending that the area identified in Exhibit "A" should be designated as an underground utility district

within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

WHEREAS, upon the recommendation of the Director of Public Works, the Town Council of the Town of Paradise has determined that the proposed Paradise Arterials & Collectors Underground District 20-1 is categorically exempt from environmental review pursuant to the CEQA Guidelines section 15302(d), and

WHEREAS, the Town of Paradise has notified all affected property owners within the proposed Paradise Arterials & Collectors Underground District 20-1 and inviting same to attend a public hearing to discuss formation of the proposed district, and

WHEREAS, on October 13, 2020, the Town Council of the Town of Paradise held a public hearing at which time the Council did receive and consider the recommendation of the Director of Public Works and did hear any and all objections or protests that were raised by the owners of property within the above described district pertaining to designating this area an underground utility district;

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

Section 1. The public interest requires the removal of all existing utility poles [excepting those poles supporting streetlights and traffic signals], overhead wires and associated overhead structures and installation of underground wires and facilities for supplying electric power, communication, or similar associated services within the areas as shown in Exhibit “A”, attached hereto, with such area being designated as the Paradise Arterials & Collectors Underground District 20-1, and

Section 2. That the utility companies, cable television services and other affected services shall commence work on installation of underground facility installation in Paradise Arterials & Collectors Underground District 20-1 and that as each phase of the project is complete and ready for conversion from overhead to underground utility facilities, all fronting property owners shall be notified by first class letter, postage pre-paid, of the schedule for conversion of all utility service lines, and

Section 3. PG&E shall use the underground conversion allocation computed pursuant to decisions of the California Public Utilities Commission for the purpose of providing to each premises requiring it in Paradise Arterials & Collectors Underground District 20-1 a maximum of one hundred feet of

individual electric service trenching and conductor (as well as backfill, paving and conduit, if required) and each other serving utility shall provide service trenching and conductor in accordance with its rules and tariffs on file with the California Public Utilities Commission or as required by its Franchise Agreement with the Town of Paradise, and

Section 4. PG&E shall use such underground conversion allowance allocation, up to a maximum amount of \$1500 per service entrance excluding permit fees, for the conversion of electric service panels to accept underground service in the Paradise Arterials & Collectors Underground District 20-1, and

Section 5. That upon notification as specified in Section 2, all property owners in Paradise Arterials & Collectors Underground District 20-1 shall have underground electrical entrance facilities installed and inspected pursuant to the Town of Paradise Electrical Code within sixty (60) days and that should any property owner fail to install satisfactory underground electrical entrance facilities by the date specified in the notice, the electric utility shall notify the Director of Public Works who shall, within thirty (30) days direct the electric utility in writing to discontinue electrical service to the property, without recourse, pursuant to Rule 11 until electrical entrance facilities are ready to accept underground electrical conductors and have passed the necessary inspection requirements, and

Section 6. That once all services have been converted from overhead to underground, the utility companies, cable television services and other affected services shall remove all poles (except as specified above) and associated overhead facilities in Paradise Arterials & Collectors Underground District 20-1, by November 1, 2024.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 13th day of November, 2020, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

By: _____
Greg Bolin, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



Town of Paradise
Council Agenda Summary
Date: December 8, 2020

Agenda Item: 5 (b)

ORIGINATED BY: Susan Hartman, Community Development Director
REVIEWED BY: Kevin Phillips, 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 (PUSD: PL20-00261)

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

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

PLANNING COMMISSION RECOMMENDATIONS: Adopt a MOTION TO:

1. Concur with the Planning Director's determination that the project application is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15302 (Replacement or Reconstruction); **AND**
2. Concur with the project recommended General Plan Land Use Map amendment and rezone action adopted by the Planning Commission on November 17, 2020, and embodied within Planning Commission Resolution No. 20-04; **AND**
3. Adopt Town of Paradise Resolution No. 20-_____, "A Resolution of the Town Council of the Town of Paradise Amending the Land Use Map of the 1994 Paradise General Plan (PUSD: PL20-00261); **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 Property From "C-C" (Community-Commercial) to a "C-F" (Community-Facilities) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PUSD: PL20-00261)"

ALTERNATIVE ACTIONABLE OPTION(S):

1. Adopt an alternative directive to town staff.

BACKGROUND:

Project applicant Paradise Unified School District [PUSD] is seeking Town of Paradise approval of a Paradise General Plan land use designation amendment from Town Commercial (TC) to Public-Institutional (P-I) and a zone change from Community-Commercial (C-C) to Community-Facilities (C-F) for a ±1.25 acre property which abuts other PUSD owned and Community-Facilities zoned properties along Pearson Road. The general plan amendment/rezone would facilitate a concurrent lot line adjustment application which is necessary to accommodate the proposed PUSD project to rebuild their operational facilities (bus shed, offices, central kitchen) within a single, consolidated building to replace the six previous buildings on-site, and the abutting PUSD properties, that were destroyed by the 2018 Camp Fire. No land division or public-school facilities density increase are proposed or associated with the General Plan land use designation amendment and zone change request.

In September, the General Plan amendment and rezone application was filed that was heard by the Planning Commission at a public hearing on November 17, 2020. At the conclusion of the public hearing the Planning Commission adopted Resolution No. 20-04 recommending Town Council adoption of the General Plan amendment and rezone.

DISCUSSION:

Surrounding land use is characterized by vacant and partially developed school facilities to the west and south respectively; vacant with partially paved surfaces to the east; and Pearson Road to the north. If approved, the General plan amendment/rezone applications would ensure that the resultant affected property and abutting PUSD owned properties are embodied within an all-encompassing General Plan land use designation and zoning district.

Town staff, with concurrence of the Planning Commission, evaluated the proposed project application in accordance with the California Environmental Quality Act (CEQA) requirements. It was determined to belong to a class of projects that are categorically exempt pursuant to CEQA Guidelines section 15302 (Replacement or Reconstruction).

The attached Planning Commission resolution document recommends Town Council adoption and assignment of a specific Paradise General Plan land use designation and rezone of a certain real property. Attached with this agenda summary for consideration, possible adoption, and introduction respectively by the Town Council, are copies of a proposed 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 a nominal cost to the Town related to future printings of amended 1994 Paradise General Plan land use and zoning maps. The Town incurs no direct costs with the first reading and introduction of the zoning ordinance.

Attachments

**ATTACHEMENTS
FOR
PUSD: PL20-00261 GENERAL PLAN AMENDMENT/REZONE**

1. Published public hearing notice for the December 8, 2020 Town Council hearing.
2. Project vicinity map.
3. List of property owners notified of the December 8, 2020 Town Council hearing.
4. Notice of Exemption prepared for the PUSD: PL20-00261.
5. Planning Commission Resolution No. 20-04 adopted November 17, 2020.
6. Town of Paradise Resolution No. 20-____, "A Resolution of the Town Council of the Town of Paradise Amending the Land Use Map of the 1994 Paradise General Plan (PL20-00261)".
7. Town of Paradise Ordinance No. _____, "An Ordinance Rezoning Certain Real Property From "C-C" (Community-Commercial) to a "C-F" (Community-Facilities) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PUSD: PL20-00261)"
8. General Plan Amendment/rezone application materials submitted by Northstar Engineering.

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

NOTICE IS HEREBY GIVEN by the Paradise Town Council that a public hearing will be held on **Tuesday, December 8, 2020** at 6:00 p.m., or as soon thereafter as possible, in the Town Hall Council Chambers, 5555 Skyway, Paradise, California, regarding the following matters:

- a. **Item determined to be exempt from the requirements of the California Environmental Quality Act (CEQA):**

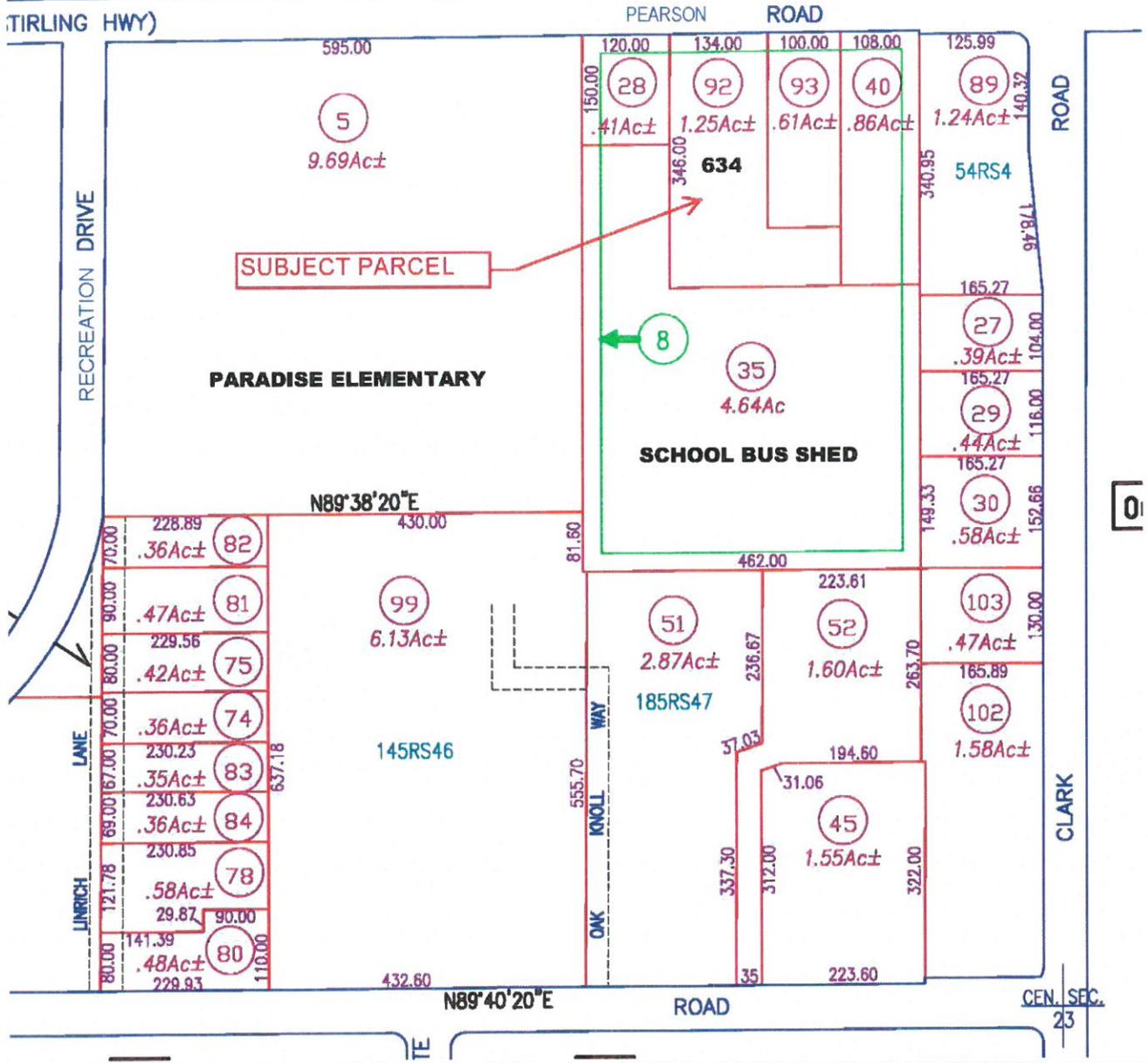
PARADISE UNIFIED SCHOOL DISTRICT GENERAL PLAN AMENDMENT/REZONE APPLICATION (PL20-00261): Town Council consideration of a Planning Commission Resolution recommending Town Council approval of an amendment to the Town of Paradise General Plan land use designation affecting a ± 1.25 acre property from Town Commercial (TC) to Public Institutional (PI) and change the zoning for the same property from Community Commercial (CC) to Community Facilities (CF) to accommodate a concurrent lot line adjustment with adjacent school district properties. No new development is proposed, only the consolidated post-fire rebuild of previously existing facilities. The project site is located at 634 Pearson Road; Assessor Parcel No. 054-050-092.

The project file is available for public inspection at Town Hall by appointment. 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 Clerk at, or prior to, the public hearing. For further information please contact the Community Development Director, Town Hall, 5555 Skyway, Paradise, CA (530) 872-6291, extension 114.

Dina Volenski
Town Clerk

04

1"=2'



APPLICANT: Paradise Unified School District (c/o Northstar Eng.)		634 Pearson Road
OWNER: Paradise Unified School District (PUSD)		
PROJECT DESCRIPTION: General Plan amendment (TC to P-I) and rezone application (C-C to C-F) to accommodate a concurrent lot line adjustment with adjacent school district properties. No new development is proposed, only the consolidated post-fire rebuild of previously existing facilities.		
ZONING: CC	GENERAL PLAN: TC	FILE NO. PL20-00189
ASSESSOR PARCEL NO. 054-050-092		MEETING DATE: 12/08/2020

054-050-092-000
PARADISE UNIFIED SCHOOL DISTRICT
5665 RECREATION DR
PARADISE CA 95969

054-040-009-000
HART DEIDRE
1060 8TH ST
WYONDOTTE MI 48192

054-040-050-000
MANGRUM FAMILY TRUST
5655 ALMOND ST
PARADISE CA 95969

054-040-051-000
CALIFORNIA VOCATIONS INC
702 MANGROVE AVE #19
CHICO CA 95926

054-040-056-000
DREBERT CRAIG
15 PLEASANT OAK LANE
OROVILLE CA 95966

054-040-089-000
HASS JEFFERY T
622 EASTWOOD DR
OXNARD CA 93030

054-040-148-000
MALONE BRADLEY CURTIS & MELANIE
REBECCA
PO BOX 158
CORVALLIS MT 59828

054-050-005-000
PARADISE UNIFIED SCHOOL DISTRICT
00000

054-050-027-000
TOVALIN JUAN MICHAEL
2895 CLARK RD
OROVILLE CA 95965

054-050-028-000
PARADISE UNIFIED SCHOOL DISTRICT
5665 RECREATION DR
PARADISE CA 95969

054-050-029-000
WILLIAM DERBY LLC ETAL
PO BOX 1733
PARADISE CA 95967

054-050-035-000
PARADISE UNIFIED SCHOOL DISTRICT
00000

054-050-040-000
DEOL HITPAL S & DAVINDER K
3073 NUESTRO RD
YUBA CITY CA 95993

054-050-089-000
672 PEARSON LLC
200 W VICTORIA ST
SANTA BARBARA CA 93101

054-050-093-000
KIM CHUL Y
702 MANGROVE AVE #241
CHICO CA 95926

Paradise Unified School District
6696 Clark Road
Paradise, CA 95969

Paradise Irrigation District
6332 Clark Road
Paradise, CA 95969

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

Paradise Ridge Chamber of
Commerce
6161 Clark Road Ste. 1
Paradise, CA 95969

Paradise Board of Realtors
PO Box 356
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
313 Walnut St., Ste. 140
Chico, CA 95928

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

Paradise Unified School District
6696 Clark Road
Paradise, CA 95969

Paradise Irrigation District
6332 Clark Road
Paradise, CA 95969

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

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

Butte Environmental Council
313 Walnut St., Ste. 140
Chico, CA 95928

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

NOTICE OF EXEMPTION

TO: File – [PL20-00261]; AP No. 054-050-092

FROM: Town of Paradise, Community Development Department,
Planning Division, 5555 Skyway, Paradise CA 95969

PROJECT TITLE: PUSD General Plan Amendment/Rezone

PROJECT APPLICANT: PUSD c/o Ross Simmons, NorthStar Engineering

PROJECT LOCATION: 634 Pearson Rd, Paradise, CA.

PROJECT DESCRIPTION: Via Paradise General Plan Amendment & property Rezone, proposed redesign and replacement of a previously existing public facilities complex in a resultant all-encompassing Community Facilities [CF] zoning district.

APPROVING PUBLIC AGENCY: Town of Paradise

PERSON OR AGENCY CARRYING OUT PROJECT: NorthStar Engineering

EXEMPT STATUS:
 General Rule Exemption (Section 15061)
 Ministerial (Section 15268)
 Emergency Project (Section 15269)
 Categorical Exemption
Section 15302; Class 2

REASON FOR EXEMPTION: Replacement of prior land use with a same capacity land use

CONTACT PERSON: Susan Hartman, Planning Director
(530) 872-6291 x114

SIGNATURE: 

Planning Director

Date: November 5, 2020

**TOWN OF PARADISE
PLANNING COMMISSION**

RESOLUTION NO. 20-04

**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
(PUSD; PL20-00261)**

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 Community Development Department (Planning Division) and has considered the comments made at a public hearing conducted by the Planning Commission on November 17, 2020; and

WHEREAS, the Planning Commission has determined that an amendment to the Paradise General Plan Land Use Map for a Public-institutional (P-I) land use designation and its related zone change to a Community Facilities (C-F) zoning district affecting property located at 634 Pearson Road and further identified as AP No. 054-050-092, 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 is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15302 (Replacement or Reconstruction).
- 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 (PL20-00261) is appropriate and reasonable because it would assign a Public-institutional (P-I)

RESOLUTION NO. 20-04

General Plan land use designation and Community-Facilities (C-F) zoning to a portion of property thereby meeting objectives of the Paradise Unified School District to redesign and replace a school facilities complex that was adversely affected by the 2018 Camp Fire while adhering to 1994 Paradise General Plan policies that are applicable thereto

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 PUSD (PL20-00261) application for property identified as AP No. 054-050-092 as described and shown 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 November 2020, by the following vote:

AYES: Lynn Costa, Carissa Garrard, Ron Lassonde, Zeb Reynolds and Kim Morris, Chair

NOES: None

ABSENT: None

NOT VOTING: None



Kim Morris, Chair

ATTEST: *November 18, 2020*



Dina Volenski, Planning Secretary

PARADISE UNIFIED SCHOOL DISTRICT REZONE
LEGAL DESCRIPTION

APN 054-050-092

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE TOWN OF PARADISE, COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 3 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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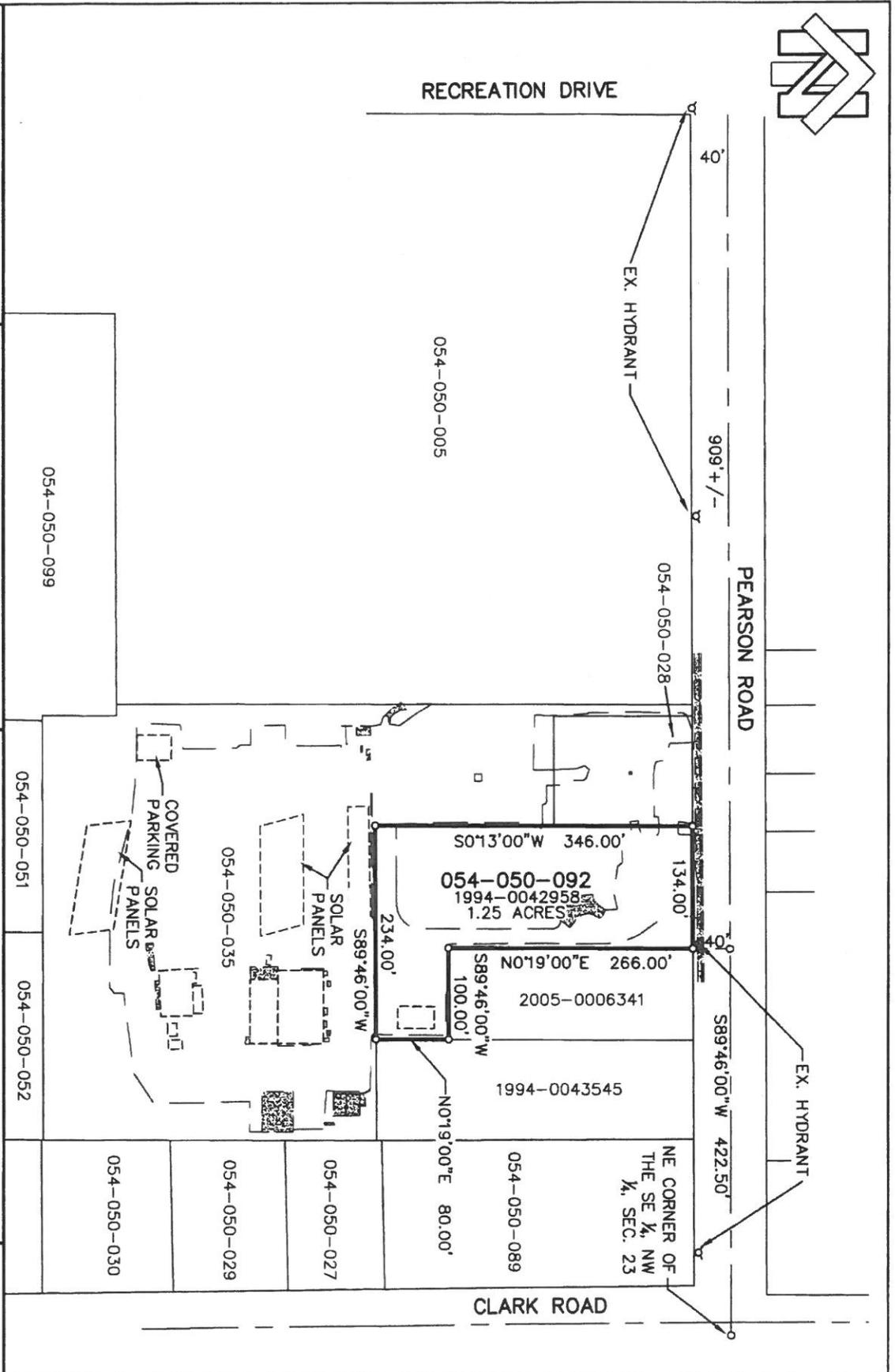


311 MISSION RANCH BLVD. SUITE 300, CHICO, CA 95526
 PHONE: (530) 893-1500
 www.northstareng.com

DRAWN BY TDA DATE SEPT 2020
 CHECKED MLM SCALE 1" = 150'
 APPROVED _____

TOWN OF PARADISE
 REZONE/GENERAL PLAN AMENDMENT
 FOR
 PARADISE UNIFIED SCHOOL DISTRICT
 NW 1/4 SEC. 23, T22N, R3E, MDM
 588 & 622 PEARSON ROAD, PARADISE, CA 95969

PROJ: 20-053
 EXHIBIT "B"
 SHEET 2 OF 2



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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AMENDING THE
LAND USE MAP OF THE 1994 PARADISE GENERAL PLAN (PUSD: PL20-00261)**

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. 20-04; 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 property that are appropriate and reasonable in a manner that **a)** promotes the objectives of the Paradise Unified School District [PUSD] to redesign and replace a school facilities complex that was adversely affected by the 2018 Camp Fire, **b)** is compatible with existing land uses and zoning in the Pearson Road/Recreation Drive neighborhood and therefore is consistent with applicable 1994 Paradise General Plan policies, and, **c)** will result in the assignment of zoning that conforms to the resultant PUSD owned affected properties.

RESOLUTION NO. 20-_____

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Town Council hereby finds that there is no land division or public school facilities density increase development proposed in association with the requested actions, and further finds that the requested actions are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15302 (Replacement or Reconstruction) based on the materials submitted in association with the requested actions, the associated staff report and all public comments relating to the project.

Section 2. The Town Council hereby adopts this amendment to the 1994 Paradise General Plan known as PL20-00261, assigning a Public-Institutional (P-I) General Plan land use map designation for a +/-1.25 acre land area located at 634 Pearson Road in Paradise and further identified as AP Nos. 054-050-092, as set forth in Exhibit "A" and shown in Exhibit "B" attached hereto and made a part hereof by reference.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this ____ day of December 2020, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

, Mayor

ATTEST:

By: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM:

By: _____
Mark A. Habib, Town Attorney

EXHIBIT "A"

PARADISE UNIFIED SCHOOL DISTRICT REZONE

LEGAL DESCRIPTION

APN 054-050-092

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

ALL THAT CERTIN REAL PROPERTY SITUATE IN THE TOWN OF PARADISE, COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

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RECREATION DRIVE

40'

909' +/-

PEARSON ROAD

054-050-028

EX. HYDRANT

054-050-005

054-050-099

054-050-051

054-050-052

40'

589'46'00"W 422.50'

EX. HYDRANT

CLARK ROAD

S0°13'00"W 346.00'

054-050-092
1994-0042958
1.25 ACRES

N0°19'00"E 266.00'

2005-0006341

1994-0043545

NE CORNER OF
THE SE 1/4, NW
1/4, SEC. 23

054-050-089

N0°19'00"E 80.00'

054-050-027

054-050-029

054-050-030

054-050-035

COVERED
PARKING
SOLAR
PANELS

SOLAR
PANELS

589'46'00"W

234.00'

100.00'



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... Designing solutions

DRAWN BY TDA DATE SEPT 2020
CHECKED MLM SCALE 1" = 150'
APPROVED

TOWN OF PARADISE
REZONE/GENERAL PLAN AMENDMENT
FOR
PARADISE UNIFIED SCHOOL DISTRICT
NW 1/4 SEC. 23, T22N, R3E, MDM
588 & 622 PEARSON ROAD, PARADISE, CA 95969

PROJ: 20-053

EXHIBIT
"B"

SHEET 2 OF 2

TOWN OF PARADISE

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN REAL PROPERTY FROM "C-C" (COMMUNITY-COMMERCIAL) TO A "C-F" (COMMUNITY-FACILITIES) ZONE PURSUANT TO PARADISE MUNICIPAL CODE SECTIONS 17.45.500 ET. SEQ. (PUSD: PL20-00261)

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 is hereby zoned "C-F" (Community Facilities) 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 property so zoned is located at 634 Pearson Road in the Town of Paradise and is more particularly identified as AP No. 054-050-092.

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.

/ / / / / / / /

/ / / / / / / /

/ / / / / / / /

ORDINANCE NO. ____

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

, Mayor

ATTEST:

By: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM:

By: _____
Mark A. Habib, Town Attorney

DEPARTMENT USE ONLY:

Receipt No. 48386 Fee \$3,618.80
Project No. PL 20-00261

TOWN OF PARADISE
APPLICATION FOR GENERAL PLAN AMENDMENT/REZONING
(Including TEXT ONLY Amendments)

Applicant's Name NorthStar Phone (530)893-1600
Applicant's Mailing Address 111 Mission Ranch Blvd. Chico, CA 95926
Applicant's email ajohnson@northstareng.com Fax (530)893-2113
Applicant's Interest in Property (Owner, Lessee*, Other*) Contracted specialist
*If applicant is not the owner, the owner's signature or letter of authorization MUST accompany this application.
Owner's Name Paradise Unified School District- Attn: David McCready Phone (530)872-6400
Owner's Mailing Address 6696 Clark Road Paradise, CA 95969
Property Address 622 Pearson Road, Paradise, CA 95969
Engineer (Name, Address) Ross Simmons, NorthStar 111 Mission Ranch Blvd. Chico, CA 95926
Engineer's Phone (530)893-1600 Fax (530)893-2113 email rsimmons@northstareng.com
AP Number(s) 054-050-005, -092, -035, -028 Zone CF/CC Existing Use Formerly education facilities

Check all that apply: 1. General Plan Amendment A. Map Change
2. Rezoning B. Text Change

(For MAP changes, complete entire application. For TEXT ONLY changes, attach a separate sheet detailing the requested change and your reason for the change.)

Present General Plan Designation PI & TC Present Zoning CC & CF
Requested General Plan Designation PI designation for -092 Requested Zoning CF designation for -092

Location, dimensions and size of area(s) to be amended/rezoned: Areas involved include APN 054-050-028 located at 622 Pearson Road and APNs 054-050-092 directly adjacent to the east, 054-050-035 directly adjacent to the south, and 054-050-005 adjacent to the west. Lot sizes are 0.41 acres, 1.25 acres, 4.64 acres, and 9.69 acres, respectively.

Is this application a part of a related development project (e.g., use permit, land division, etc.)? Yes. As part of the rebuilding efforts, PUSD would like to now house several functions at this location including new office building for department directors and staff, food storage, maintenance and operations workshop, transportation mechanics bays, as well as a bus wash. Applicant's reasons for amendment/rezoning: (attach additional sheets if necessary) PUSD's Honey Run Academy was lost in the Camp Fire and the District is proposing to consolidate their maintenance, operations, food service, and transportation services onto one site. The new operations building would house these activities, and the Honey Run Academy will be rebuilt as Ridgeview High School, across the street from Paradise High School.

FOR GENERAL PLAN MAP AMENDMENT: Provide details of how the amendment would be of environmental, social and economic benefit to the Town? This project would allow district operations to be centralized and promote higher operations efficiency to better serve the Paradise Unified School District area, as well as the population it serves.

Attach additional sheet(s) if necessary.

I hereby declare under penalty of perjury that the above statements and attached plot plan are true, accurate, complete, and correct to the best of my knowledge and belief.

Applicant's Signature [Signature] Date 9/4/20
Property Owner Signature _____ Date _____
(If applicable)

PUSD Maintenance Yard Rezoning and General Plan Amendment

Tabulation of Pre-Fire Structures and Uses

BUILDING NO.	APPROXIMATE SQ. FT.	USE	STATUS
1.	690	Office	Destroyed
2.	970	Classroom	Destroyed
3.	1,150	Classroom	Destroyed
4.	1,600	Classroom	Destroyed
5.	1,900	Office	Destroyed
6.	6,000	Veh. Repair/Wash	To Remain
7.	2,400	Kitchen/Freezers	To Remain
8.	6,100	Maint./Food Svc.	Destroyed

Total Approximate Pre-Fire Square footage: 20,810

Total Destroyed: 12,410

Total to Remain/Reused (as storage): 8,400

Note: Buildings 6 and 7 are to be reused as storage.

PUSD Maintenance Yard Rezoning and General Plan Amendment

Tabulation of Remaining and New Structures and Uses

BUILDING NO.	APPROXIMATE SQ. FT.	USE	STATUS
PROPOSED	15,500	Off./Veh. Svc./Freezer	New
6.	6,000	Storage	To Remain/Reused
7.	2,400	Storage	To Remain/Reused

Total Approximate Square footage: 23,900

Note: Use of Buildings 6 and 7 to change from Vehicle Maintenance and Kitchen/Food Storage, respectively, to General Storage.



**Town of Paradise
Council Agenda Summary
Date: December 8, 2020**

Agenda Item: 6(a)

Originated by: Dina Volenski, Town Clerk

Reviewed by: Kevin Phillips, Town Manager

Subject: **Council representation on local and county committees and commissions.**

Council Action Requested: Appoint council representatives and alternates to represent the Town of Paradise on various local and regional boards, committees and commissions.

Background: Each year in December, the Town Council appoints members to represent the Town of Paradise on local and regional boards, committees and commissions. These appointments vary in meeting requirements and responsibilities. Usually members agree to share the responsibilities to ensure coverage for the Town but to also give consideration to individual preferences.

Discussion: In considering appointments, please note that three committees require Mayor representation: The Butte County City Selection Committee, the Butte County Disaster Council and Town's Finance & Investment (Budget) Committee. If the Mayor is unable to attend a City Selection Committee meeting, a letter of authorization from the Mayor is required for an alternate to attend on the Mayor's behalf. The alternate must be a seated council member.

The Butte County Air Quality Management District (BCAQMD) and Butte County Association of Governments (BCAG) boards meet on the same day and in the same location. For this reason, it is recommended that the same Council Member serve on the BCAQMD and BCAG. The Joint Powers Agreement for the Butte County Air Quality Management District (BCAQMD) states that city appointments are for a four-year term, unless the term of office for the representative expires.

At the November 10, 2009, regular meeting, Council concurred that the council member appointed to serve as alternate to the Butte County Association of Governments (BCAG) would automatically serve as the alternate to the Butte County Air Quality Management District (BCAQMD).

The following is a list and description of the committees and commissions, meeting dates and times, and locations.

Butte County Committees/Commissions

1. Butte County Air Quality Management District Governing Board
 - Meets the 4th Thursday after Butte County Association of Governments
 - Comprised of five Butte County Supervisors plus **one elected representative** from each of the County's five cities;

The Butte County Air Quality Management District board establishes policies & approves new rules to protect people & environment from the effects of air pollution.

2. Butte County Association of Governments
 - Meets the 4th Thursday of each month at 9:00 a.m. in the Chico, BCAG Board Room
 - Comprised of five Butte County Supervisors plus **one elected representative** from each of the County's five cities

The Butte County Association of Governments board is responsible for development of federal and state transportation plans and programs that secure transportation funding for the region's highways, transit, streets/roads, and, pedestrian and other transportation system improvements.

3. Butte County City Selection Committee
 - Meets twice a year upon notification; **Mayor must be representative.**

The City Selection Committee is comprised of the Mayors from the five incorporated cities and selects two city representatives to serve on the Local Area Formation Commission (*LAFCO).

4. Butte County Disaster Council
 - Meets at least once a year in Oroville; **Mayor must be representative.**

The purpose of the Disaster Council is to provide for the preparation and execution of plans for the protection of persons, the environment, and property within the County of Butte in the event of an emergency.

5. Butte County Local Area Formation Commission (LAFCO)
 - Meets the 1st Thursday of each month at 9:00 am in Oroville; Appointments to LAFCO made by City Selection Committee.

LAFCO is a State mandated local agency composed of seven regular Commissioners: two members from the Butte County Board of Supervisors (selected by the entire Board); two members from the city councils (selected by the mayors of all five incorporated cities); two members who represent special districts (selected by a majority vote of independent special districts); and one public member (selected by the other six LAFCO members).

The LAFCO board oversees boundary changes to cities and special districts, the formation of new agencies including incorporation of new cities, and consolidation of existing agencies.

6. Butte County Mosquito and Vector Control Board (BCMVCD)

- **One representative**, for a four-year term, meets regularly on the second Wednesday of each month at 6:30 pm.

The purpose of the eleven (11) trustee board is to set policy for the 1600 square mile district concerning Mosquito and Vector control. The mission of BCMVCD is to reduce mosquito-transmitted disease and other vector associated diseases through environmentally compatible control practices and public education.

7. Butte County Integrated Waste Management Local Task Force

- **One representative and one alternate**; meets as needed in Oroville.

The Local Task Force is a mandated committee formed by the Board of Supervisors; develops goals, policies & procedures which are consistent with guidelines & regulations adopted by the CA Integrated Waste Management Act relating to coordinated & cost effective regional waste management issues/solutions.

8. Butte County Water Advisory Committee

- **One representative**; meets quarterly or as needed in Oroville. Will meet at least twice a year in conjunction with the Technical Advisory Committee.

The Water Advisory Committee assists & advises the Water Commission & Board of Supervisors in establishment & maintenance of Basin Management Objectives to be used to establish criteria for groundwater elevations, groundwater quality & land subsidence.

9. City/County Ad Hoc Committee

- **Two Council representatives**; meets upon notification

The City/County Ad Hoc Committee was formed to discuss issues/topics of common concern associated with the Paradise Ridge Area: comprised of two members of the Town Council; two members of the Board of Supervisors and various staff.

10. **Tourism Business Improvement District** (TBID-Explore Butte County) –

- Meets monthly, on the second Friday, at the Residence Inn by Marriott from 12:00 – 2:00 p.m.

The Butte County Tourism Business Improvement District (BCTBID) is an assessment district that provides specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses. The Butte County Tourism Business Improvement District was formed in November 2015 and includes the communities of Chico, Oroville, Paradise, Biggs, and the unincorporated area of Butte County. The annual assessment rate is two percent (2%) of gross short-term room rental revenue. Utilizing assessment funds collected, Explore Butte County intends to strategically market the region with the goal of increasing overnight stays.

11. Butte Continuum of Care Council

- Meets monthly on the third Monday at 2039 Forest Ave. Chico, 1:00 p.m. - 3:00 p.m.
- The Butte Countywide Homeless Continuum of Care (CoC) is a multi-agency planning body with the common goal of ending homelessness. This goal will be accomplished by assisting individuals and families experiencing homelessness receive rapid, adaptive, quality services which lead to the long-term stability of permanent housing and self-sufficiency. **One representative**

Local Committees

1. Paradise Community Village – (formerly known as the Paradise Youth Sports and Family Center) **One Council representative;**

- Meets at Paradise Community village upon notification.

Paradise Community Village (PCV) is a local non-profit corporation formed to oversee the development of the Paradise Community Village project, a mixed-use development consisting of affordable and single-family housing, parks/recreation, open space & community facilities. Board is comprised of the following members: Town of Paradise (one Council and one staff representative); Youth for Change; Paradise Youth Soccer Club; and, the Community Housing Improvement Program (CHIP).

2. Paradise Irrigation District (PID) Liaison – **Two Council representatives.**

- Meets in Paradise upon notification to discuss issues of common concern.

PID is an Independent Special District governed by a five-member elected board of directors; Formed in 1916 under the laws of the State Water Code to deliver water to municipal residential and commercial customers.

3. Paradise Recreation & Park District (PRPD) Liaison – **Two Council Representatives.**

- Meets in Paradise upon notification to discuss issues of common concern.

PRPD is an Independent Special District governed by a five-member elected board of directors; Formed in 1948 to provide recreation and park services within the district.

4. Paradise Solid Waste Committee – Meets in Paradise upon notification; **two Council representatives.**

The Paradise Solid Waste Committee discusses solid waste, recyclable materials, and yard waste programs with staff and representative from Northern Recycling and Waste Services, the company franchised by the Town to provide of solid waste collection and disposal services which includes recycling, source reduction, household hazardous waste and vegetative waste disposal services; two council representatives, Town staff.

5. Onsite Ad Hoc Committee – Two Council representatives

The Onsite Ad Hoc Committee meets as needed to keep Council representatives informed of issues & long-term effects of proposed changes to the Manual for Onsite Treatment of Wastewater (Onsite Manual); Formed by Minute Order on September 3, 2008. Onsite Manual may be viewed at the Town's website at the following address: <https://www.townofparadise.com/index.php/our-government/departments/animal-control/documents/1413-onsite-manual>

6. Finance & Investment Committee – members include Mayor, Vice Mayor, Town Manager, Finance Director/Town Treasurer.

The Finance & Investment Commission is established by Paradise Municipal Code Section 2.16.030 for the purpose of providing oversight of the Town's financial, public financing & investment activities.

7. Butte County Oversight Board – Members of the Countywide Oversight Board are made up pursuant to Health and Safety Code Section 34179 (j) with Appointing Authority from different agencies. Annual meetings are held on the 3rd Wednesday of each January at 2:00 p.m. in the Butte County Board of Supervisors Chambers located at 25 County Center Dr. Ste. 205, Oroville, CA 95965.

The Countywide Oversight Board has fiduciary responsibility to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues.

Attached is a list of the 2020 representation, along with a blank chart for the 2021 assignments.

Conclusion: It is timely that Council consider appointments to local and county committees/ and commissions.

Fiscal Impact Analysis: None.



**2020 TOWN COUNCIL
REPRESENTATION – REVISED 01-22-20**

**BUTTE COUNTY
COMMITTEES/COMMISSIONS**

BUTTE COUNTY		Bolin	Crowder	Jones	Schuster	Zuccolillo
1	Air Quality Management District			R	A	
2	Association of Governments			R	A	
3	City Selection Committee (Mayor)	R				
4	Disaster Council (Mayor)	R				
5	Local Area Formation Commission (LAFCo) (Bolin was appointed through 5/2023 – Appointed by City Selection Committee)	R				
6	Mosquito and Vector Control Board				R	
7	Waste Mgt Local Task Force		A			R
8	City/County Ad Hoc Committee		R			
9.	Lake Oroville Supplemental Benefits Funds- Alternate: Citizen		R			
10.	TBID				R	
11.	Continuum of Care				A	R

LOCAL COMMITTEES/COMMISSIONS

PARADISE		Bolin	Crowder	Jones	Schuster	Zuccolillo
1	Paradise Community Village		A			R
2	Paradise Irrigation District Liaison			R		R
3	Paradise Rec. & Park District Liaison				R	R
4	Paradise Solid Waste Committee	R	R			
5	Onsite Ad Hoc Committee	R				R
6	Finance Committee (Mayor & Vice Mayor)	R				R
7	Butte County Oversight Board			R		



**2021 TOWN COUNCIL
REPRESENTATION**

**BUTTE COUNTY
COMMITTEES/COMMISSIONS**

BUTTE COUNTY		Bolin	Crowder	Culleton	Jones	Tryon
1	Air Quality Management District					
2	Association of Governments					
3	City Selection Committee (Mayor)					
4	Disaster Council (Mayor)					
5	Local Area Formation Commission (LAFCo) (Bolin was appointed through 5/2023 – Appointed by City Selection Committee)	R				
6	Mosquito and Vector Control Board					
7	Waste Mgt Local Task Force					
8	Water Advisory Committee (2 or 4-year term)					
9	City/County Ad Hoc Committee					
10.	TBID					
11.	Continuum of Care					

LOCAL COMMITTEES/COMMISSIONS

PARADISE		Bolin	Crowder	Culleton	Jones	Tryon
1	Paradise Community Village					
2	Paradise Irrigation District Liaison					
3	Paradise Rec. & Park District Liaison					
4	Paradise Solid Waste Committee					
5	Onsite Ad Hoc Committee					
6	Finance Committee (Mayor & Vice Mayor)					
7	Butte County Oversight Board					



Town of Paradise

Council Agenda Summary

Agenda Item: 6(b)

Date: December 8, 2020

ORIGINATED BY: Katie Simmons, Disaster Recovery Director
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Federal Advocacy Platform
LONG TERM RECOVERY PLAN: Supports the Town's implementation of the Long-Term Recovery Plan

COUNCIL ACTION REQUESTED:

1. Consider Adopting Resolution No. 20-___, A Resolution of the Town Council of the Town of Paradise Approving the 2021 Federal Advocacy Platform. (ROLL CALL VOTE)

Background:

Shortly after the fire, The Ferguson Group entered into a pro bono agreement with the Town of Paradise to provide advocacy and other services related to recovery and rebuilding. TFG's scope of work with the Town includes: strategic analysis and advice, budget advocacy, assistance in communicating and working with federal officials, legislative drafting and advocacy, appropriations advocacy, stakeholder building, and grants assistance. The Ferguson Group has since registered with the House and Senate as representing the Town and have been filing all appropriated quarterly lobbying disclosure reports since.

The advocacy plan for 2020 was waylaid by the pandemic. The Ferguson Group planned to support the Town in multiple advocacy trips to Washington, one to enhance relationships with key congressional committees and federal agencies at the staff level and then one focused on one-on-one meetings between Town elected officials, congressional members, and federal officials. Instead, TFG shifted to supporting the Town on coronavirus issues during 2020 and will continue to do so.

The goal for 2021 is to return to the original advocacy strategy which is to finalize an official Federal Advocacy Platform for the Town, implement a work plan, and present asks and issues to Congress and the federal agencies.

Analysis:

Working with Town management and staff, The Ferguson Group developed the 2021 Federal Advocacy Platform, a document celebrating the Town's partnership with the federal government in recovering from the Camp Fire, and outlining the ways in which the partnership can be strengthened for the benefit of the Town and for other communities facing disaster and recovery.

The Federal Advocacy Platform includes the Town's key projects and initiatives following the Camp Fire, with lessons learned, challenges faced, and opportunities available to the Town. The Platform outlines several successes – like the Town's rural community designation post-fire – and offers alternatives to standard operating procedures that may improve the Town's ability to recover fully like the creation of a Disaster Zone designation. The Platform also focuses on efficiencies in requesting a streamlined application process and single grant portal for disaster recovery funding.

The Federal Advocacy Platform is intended to be a guiding document for the Town's advocacy efforts at the federal level, as well as the state level as applicable, with each item being developed for more specific efforts as opportunities arise to engage with elected officials during the 2021 term.

Financial Impact:

The Ferguson Group provides their services at no cost to the Town of Paradise. Any utilization of staff resources for engaging with elected officials at the federal or state level will be at the discretion of Town leadership. Council involvement in advocacy efforts on behalf of the Town is encouraged.

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING THE 2021 FEDERAL ADVOCACY PLATFORM PREPARED BY
THE FERGUSON GROUP**

WHEREAS, at the June 11, 2019 Town Council meeting the Town Council approved a pro bono agreement with The Ferguson Group; and

WHEREAS, the agreement contains the following scope of work: strategic analysis and advice, budget advocacy, assistance in communicating and working with federal officials, legislative drafting and advocacy, appropriations advocacy, stakeholder building, and grants assistance; and

WHEREAS, a 2021 Federal Advocacy Platform has been developed by the Ferguson Group to address the needs of the Town and its Long Term Recovery Plan.

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

Section 1. The Paradise Town Council approves the 2021 Federal Advocacy Platform attached as "Exhibit A", which shall be implemented through the advocacy efforts within it.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, this 8th day of December 2020 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

, Mayor

Attest:

Approved as to Form:

Dina Volenski, CMC, Town Clerk

Mark A. Habib, Town Attorney

2021 FEDERAL ADVOCACY PLATFORM: ROADMAP TO RECOVERY AND RESILIENCY

On November 8, 2018, the Camp Fire left the Town of Paradise largely destroyed, forever changing the future of the community. The Town is focused on rebuilding the community into a safer, stronger, and more resilient Town. The federal government has been crucial to the Town's recovery thus far and will continue to play a key role as Paradise rebuilds for the future. The 2021 Federal Advocacy Platform: Roadmap to Recovery and Resiliency highlights the successes of the Town's partnership with the federal government and outlines how this partnership can be used to address the critical recovery needs that remain.

Approved by Town Council on December 8, 2020



TOWN OF PARADISE, CA



Greg Bolin

Mayor

Steve Crowder

Vice Mayor

Woody Culleton

Councilmember

Jody Jones

Councilmember

Rose Tryon

Councilmember

Kevin Phillips

Town Manager

Paradise Town Hall

5555 Skyway

Paradise, CA 95969

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2021 FEDERAL ADVOCACY PLATFORM



SUCCESSES: THE ROAD SO FAR

IMMEDIATE NEEDS:
INFRASTRUCTURE AND HOUSING



LONG-TERM GOALS:
OUR RENEWED COMMUNITY

LESSONS LEARNED:
POLICY RECOMMENDATIONS





SUCCESSSES: THE ROAD SO FAR

The Town's Partnership with the Federal Government

RURAL COMMUNITY DESIGNATION

Need After the Camp Fire, the Town of Paradise's population fell from 26,800 to approximately 2,034. Paradise's original population exceeded thresholds for grant and loan programs offered by the U.S. Department of Agriculture (USDA). However, the post Camp Fire population met USDA population requirements.

Result In order to help bridge the gap between the official population counts for the Town, Congress approved legislative language in Section 108 the FY 2019 Additional Supplemental Appropriations for Disaster Relief Act (P.L. 116-20) that allowed the Governor to designate the Town as rural in nature until a revised population count was conducted as part of the 2020 Census. The designation qualified the Town to apply for immediate assistance under the USDA Rural Development programs.

FEMA COST SHARE INCREASE FOR CATEGORIES A & B

Need Camp Fire emergency response and debris removal needs are extraordinary. While final costs of these activities are still unknown, they are estimated to be millions of dollars. This does not include the expense of staff and employee time, which is non-reimbursable under Federal Emergency Management Agency's (FEMA's) Public Assistance Program. The Town's share of the local match required for Categories A (debris removal) and B (emergency response) continues to climb, with required local matches far exceeding local resources.

Result Understanding the exceptional nature of the damages produced by the Camp Fire, Congress approved an increase in the federal share of assistance for Category A & B damages under FEMA's Public Assistance Program from 75% to 90% in Section 309 of the Consolidated Appropriations Act, 2019.



REMOVAL OF STANDING BURNT TREES

Need The removal of standing burnt trees is critical to the overall recovery of the Town. Tens of thousands of trees must be removed, and FEMA plays a critical role in this effort. Historically, FEMA has not funded the removal of standing burnt trees on private property that were threatening the public right-of-way. The Town worked with FEMA to explain how critical the removal of these trees is to the safety and recovery of the Town.

Result In 2019, FEMA approved the use of Public Assistance Program funding for the removal of standing burnt trees located on private property that are threatening a public right-of-way. The Town continues to advocate for the use of Public Assistance Program funding for the removal of standing burnt trees located on private property that are threatening private/orphan roads, but the decision made by FEMA thus far regarding trees threatening the public right-of-way has been significant and critical to the Town's recovery efforts.

USDA GRANT FOR BUILDING RESILIENCY CENTER

Need After the Camp Fire, the Town needed a place that could be used as a one-stop-shop for residents who are rebuilding or considering rebuilding in the Town of Paradise. Ensuring that residents have the resources to rebuild is essential to the recovery process.

Result USDA awarded the Town a \$148,300 grant to renovate a building donated by the Bank of America for use as the Town's "Building Resiliency Center" (BRC). The BRC was one of the first major community projects completed since the Camp Fire. The Town's building department is located inside the BRC, where residents can ask questions, apply for permits and get all the information they need to rebuild their home. The BRC also offers housing counseling services to help residents understand grants and other resources available for their housing needs. During COVID, the BRC is open by appointment only.



IMMEDIATE NEEDS: INFRASTRUCTURE AND HOUSING

*Supported by the Fiscal Year 2020/21 Disaster Recovery
and Capital Improvement Plan*

FEMA COST SHARE FOR CATEGORIES C - G

Background The current reimbursement rate for FEMA Public Assistance Categories C-G is 75%. The Town anticipates one of its largest expenditures in recovery efforts to be the repair and replacement of damaged roads. Public roadways fall under FEMA's jurisdiction under Category C (roads). Early estimates predict total road repairs to be in the tens of millions of dollars, putting the Town's share at a level that could exceed its annual operating budget for normal road maintenance. The final cost of needed road repairs will not be known until further in the recovery effort as truck and freight movement in and out of the Town for debris removal, tree removal, and reconstruction continue. An increase in the federal cost share of FEMA Public Assistance funding would significantly reduce the Town's unmet funding needs.

Goal Advocate for an increase of the federal cost share for FEMA Public Assistance Categories C-G from 75% to 90% which is the same level of federal reimbursement for Categories A and B.

HOUSING DEVELOPMENT AND REBUILDING

Background The Paradise Community Village, an affordable housing community in the Town, was lost in the Camp Fire. This housing community must be rebuilt to replace the lost housing and services. Currently, the Community Housing Improvement Program (CHIP) is required to replace the lost housing and services in partnership with the Town of Paradise. After this first phase of housing is replaced through CHIP, there will be a need for a second phase that meets the additional community needs.

Goal Support funding for the rebuilding of affordable housing in the Town.



ROAD AND TRANSPORTATION INFRASTRUCTURE

Background A total of 100 miles of roads within the Town were destroyed by the Camp Fire. These same roads continued to experience damage as heavy vehicle traffic inundated the town during the fire response and clean-up. As reconstruction and recovery efforts continue, heavy construction vehicles continue to place a toll on the Town's on-system and off-system roads. In order to improve evacuation routes and pedestrian walkways, the Town must repair and improve roads that are within the circulation and evacuation option routes. The Town's damaged roads need to be repaired to not only support the ongoing recovery efforts, but to ensure our community has a safe and reliable transportation network. To date, an estimated \$100 million is needed to repair the Town's transportation system and the Town has been approved for \$77.3M in federal funding for the reconstruction of on-system and off-system roads. Funding for ongoing maintenance of the Town's public right of way remains a concern with the Camp Fire population decrease. Ongoing maintenance of the public right of way includes drainage system, fire fuels reduction, snow removal, hardscape, and annual road maintenance projects.

Goal Seek funding opportunities for the rebuilding of damaged roads within Paradise as well as those arterial roads that provide access to and from the Town. Seek funding for ongoing maintenance of the public right of way to further the Town's objectives.

WATER SYSTEM INFRASTRUCTURE

Background The water system in the Town sustained physical damage as a result of the Camp Fire disaster, and repairing the system is a top priority for recovery and fire safety. The Town of Paradise supports the Paradise Irrigation District (PID) in its mission to restore potable water to the area. In order to repair the water system, PID is sampling all service laterals and mains in the distribution system for volatile organic compounds, replacing contaminated service laterals, and restoring potable water service to the system.

Goal Support and secure funding for PID's recovery and repair efforts to the Town's water system.

SEWER SYSTEM INFRASTRUCTURE

Background Paradise has been seeking the means to install a sewer system to replace the current septic system throughout the Town. A critical first step in achieving that goal is to install a sewer system in commercial areas to incentivize economic growth and reduce environmental impacts. Commercial sewer system improvements would allow for cluster uses, such as restaurants and businesses, that currently are not feasible with the septic system, may be done in part with overall central business district revitalization.

Goal Secure funding to support the establishment and construction of a sewer system in the central business district of the Town.



LONG-TERM NEEDS: RENEWED COMMUNITY

Supported by Town of Paradise Long Term Recovery Plan

EVACUATION ROUTES

Background The Town of Paradise places a priority on improving the evacuation routes for the community, which serve as the main roads into and out of the town. In order to best improve these routes, Paradise seeks to gather the empirical data needed to seek funding that would best improve the main evacuation routes including making improvements to roadway widths, eliminating ditches, and adding direction and message signs. Funding from the Economic Development Administration is being used to develop a Transportation Master Plan for the Town that incorporates evacuation routes.

Goal Secure funding to support the traffic study, planning, and construction of evacuation routes improvements.

EMERGENCY NOTIFICATION SYSTEM

Background Reliable communications between emergency response agencies and the Town's citizens was critical to ensuring the safe evacuation of our community during the Camp Fire. As part of the Town's Long-Term Community Recovery Plan, the Town prioritized the installation of an early warning system that would improve the existing voluntary notification system, implement a mass notification system, and create an audible/alarm notification system. The system will allow the Town to communicate specific messages for emergency events, including the presence of a fire, as well as provide redundant and timeline alerts in addition to existing notification tools. The Town secured a Hazard Mitigation Grant to develop a Design & Scoping Plan for the project.

Goal Secure funding for construction of an Early Warning System within the Town.



ECONOMIC DEVELOPMENT STRATEGY

Background The Town of Paradise experienced economic damage and financial instability as a result of the Camp Fire and seeks to develop an economic strategy for recovery. A commercial market study may be the first step in developing this strategy and provide a foundation for the future of business and job creation. The study would then be used to develop a comprehensive Economic Development Plan to set policy direction and identify strategies and projects to improve the economy.

Goal Pursue funding and seek support for the economic development of Paradise including an initial economic study as well as longer term funding for the economic development plan and overall promotion of economic growth in the Town.

WORKFORCE DEVELOPMENT

Background The Camp Fire resulted in a loss of jobs and businesses for many in Paradise. A Workforce Development Plan would ensure that the workforce needs of Paradise are understood and that there are opportunities available to adequately address those needs. Paradise seeks to develop a plan in partnership with Butte County, NoRTEC, and the Alliance for Workforce Development to ensure relevant training options and short- and long-term job opportunities for residents.

Goal Secure funding for vocational, training, and workforce development opportunities.

RESIDENT FIRE MITIGATION EDUCATION

Background Paradise should be a location for the study of fire safety, fire hazard area ecology, disaster recovery best practices, hardening research, vocational training, building in harmony with nature, etc. The Town of Paradise would like to pursue partnerships with educational institutions that could lead to programs and a potential space downtown.

Goal Chico State has expressed interest in creating a healing recovery and resiliency center and Paradise should partner with Chico State to do this. With Chico State as the lead for this project, Paradise should seek subsequent funding to support their development of the center. Potential federal funding opportunities for the center include DOI's Joint Fire Science Program, USDA's State and Private Forestry: Cohesive Fire Strategy Program, and FEMA's Assistance to Firefighters Grant Program.

PUBLIC SAFETY AND LAW ENFORCEMENT

Background The Town's public safety and law enforcement agencies were critical during the response to the Camp Fire event and remain a critical element of our recovery efforts. While the Town's population has declined post event, the community's public safety and law enforcement needs have not. In fact, their needs are even greater as they rebuild their damaged fleets and infrastructure and replace critical technology vital to fulfilling their roles in our community. In addition, it is a top priority of the Town's to ensure our public safety and law enforcement personnel remain safe.

Goal Secure funding to support the rebuilding of critical public safety buildings, restore damaged fleets, and upgrade aging and damaged technologies for the Town's police and fire departments.



WALKABLE AND WORKABLE DOWNTOWN

Background Paradise has previously been awarded funding for sidewalks, lighting, landscaping, and drainage facilities in the central business district. By coupling this investment with a focus on helping to revitalize the central business district of Paradise, the Town can increase the downtown area's walkability and workability, through public transportation and recreational opportunities.

Goal Secure funding and support from federal programs aimed at increasing access to the central business district and overall revitalization of Paradise's downtown area.

INTERCONNECTED PATH SYSTEM

Background In order to account for the future changes to the Paradise evacuation routes, new pathways and pedestrian lighting will be required along evacuation routes. These improvements will provide both a network for first responders to use in the event of a disaster as well as increased daily mobility for residents in addition to the reduction of vehicle traffic and increase in pedestrian connectivity.

Request Secure funding and support from federal and state programs that address pedestrian connectivity and pathways.

HIGH-SPEED DATA NETWORK

Description As part of the overall revitalization of the central business district and economic growth of the Town, Paradise needs improved internet connection and internet service distribution. The improved internet connection would be developed underground with other utilities to increase the safety of the lines and prevent additional utility poles from blocking evacuation routes. A potential route for federal funding could be to combine the internet connection with applications to overall downtown revitalization and economic growth through capital grants. The Butte Strong Fund, a local non-profit established to help Camp Fire recovery efforts, partially funded the development of a Broadband Feasibility Study with the Town of Paradise.

Goal Secure funding and support for a high-speed data network either through direct federal assistance or through a public-private partnership with an internet service provider in combination with federal funding assistance.

ENTREPRENEUR SUPPORT AND PROMOTION

Background Before the Camp Fire, Paradise had a small maker community for businesses and entrepreneurs which was affected by the fires and now needs assistance in recovery and revitalization. This renovation would coincide with the Town's internet and downtown revitalization goals and would expand upon current available room that exists to house business start-ups and provide affordable workspace.

Goal Seek funding and support to assist start-up business and local entrepreneurs, including further workforce enhancement and training.



FIX AND IMPROVE PARKS AND ASSOCIATED INFRASTRUCTURE

Background Improving the park and path system is important to the overall recovery of Paradise as a baseline amenity. Specifically, recovery is needed to repair the fire damage to parks and recreation facilities including the replacement of the maintenance shop and burned playgrounds. In order to capitalize on the current park facilities in Paradise, a link of pathways is needed to provide greater accessibility to the Town’s recreation opportunities. Due to the ongoing risks of wildfire, the Town also wants to explore “shelter in park” options and the creation of neighborhood parks as evacuation zones.

Goal Secure funding to construct pathways, bikeways, and recreation facilities.

PUBLIC BUILDINGS

Background The Town of Paradise’s Town Hall is in need of improvement and repair as part of the Town’s recovery efforts. In addition, Fire Station 83, which was destroyed during the Camp Fire, must be relocated. Co-locating Town Hall with the police and fire stations into a new civic center facility located in the heart of the Town would increase safety and bring these critical facilities into conformance with Wildland building regulations. In addition, this renovation would centralize the revitalization of downtown.

Goal Seek funding and support for the redevelopment and relocation of a civic center for the Town that includes the fire station, Town Hall, and police facilities.

PUBLIC TRANSPORTATION

Background The Town of Paradise is working with the Butte County Association of Governments to plan the future of public transportation in Paradise including exploring unmet transit needs along Pentz Road and west of Skyway. Services will target increasing access to employment, housing, and education.

Goal Secure funding to improve and extend the current public transportation system in Paradise.

IMPROVE STORMWATER AND DRAINAGE SYSTEM

Background As the community of Paradise continues to rebuild, providing for adequate stormwater and drainage will be critical to the redevelopment processes. Sustainable stormwater and drainage investments would decrease the quantity of runoff and improve the quality of water. A study is needed to assess the additional erosion control management needed to prevent erosion, the number of open ditches along evacuation routes that need to be eliminated, and the detention basins and bioswales abilities to slow down and clean stormwater before it reaches natural systems. The Town has received some Hazard Mitigation funding for the repair of stormwater systems.

Goal Secure funding opportunities to upgrade and redevelop the current stormwater and drainage system in Paradise.



LESSONS LEARNED: FUTURE POLICY RECOMMENDATIONS

Recommendations to protect communities and help them rebuild after major wildfire disasters

DISASTER ZONE DESIGNATION

Background The Town of Paradise was devastated by the amount of destruction from the Camp Fire and faces a long road ahead for full economic recovery as the residential and business communities are rebuilt and reestablished. Building upon the Opportunity Zone program, the establishment of a Disaster Zone would help communities face rebuilding with support from federal agencies as well as private industry to spur the long-term investment needed for a full recovery. Assistance provided to communities under a Disaster Zone designation should also include direct federal assistance for grant administration as well as an expedited disbursement of federal aid from programs such as CDBG-Disaster Recovery and FEMA Hazardous Mitigation Grant Program.

Goal Advocate for the establishment of a Disaster Zone designation for communities with significant destruction in the aftermath of a major natural disaster.

CREATE CENTRALIZED FEDERAL FUNDING APPLICATION

Background In the days, weeks, and months that followed the Camp Fire, the Town, its residents, and its businesses applied for federal assistance from a variety of sources, including from the Federal Emergency Management Agency, the Small Business Administration, and other federal agencies. Each agency and each program required a different application process and documentation which created a laborious process for not only the Town, but also for Paradise citizens. Establishing one centralized portal that gathers information and documentation once from applicants would create a more efficient flow of information, services, and assistance.

Goal Advocate for the establishment of a centralized disaster aid application process that provides simple and efficient access to federal resources for public agencies, business, and citizens in the aftermath of a major natural disaster.



EXPAND FEDERAL ROLE IN PERMANENT HOUSING AID FOR DISASTER SURVIVORS

- Background** Section 408 of the Stafford Act (42 USC 5174) provides FEMA with the authority to provide financial or direct assistance for permanent housing construction in “insular areas outside the continental United States and in other remote locations in cases in which—(A) no alternative housing resources are not available; and (B) the types of temporary housing assistance...are unavailable, infeasible, or not cost-effective.” If temporary housing assistance is not available, feasible, or cost-effective, FEMA should be able to assist with providing permanent housing solutions or at a minimum helping survivors attain permanent housing in the continental U.S. as well. In addition, a 2019 CRS report titled “Disaster Housing Assistance: Homeland Security Issues in the 116th Congress,” (IN11054) states that “FEMA provides temporary housing assistance to meet short-term and interim disaster housing needs; however, clearly defining the use of these programs and identifying a process to assist some disaster survivors with attaining permanent housing may be needed to comprehensively address disaster housing needs throughout all phases of recovery.”
- Goal** Advocate for Congressional evaluation of how and when federal agencies should assist disaster survivors in attaining permanent housing.

DRAFT



**Town of Paradise
Council Agenda Summary
Date: December 8, 2020**

Agenda Item: 6(c)

ORIGINATED BY: Marc Mattox, Public Works Director
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Paradise Sewer Project Alternatives Review
LONG TERM RECOVERY PLAN: Yes, Tier 1, Sewer System

COUNCIL ACTION REQUESTED:

1. Acknowledge findings and recommendations made by HDR Engineering in consideration of their Phase 1 Preliminary Engineering and Environmental Review work of the proposed Paradise Sewer Project; and,
2. Acknowledge letter from Central Valley Regional Water Quality Control Board dated November 4, 2020 in consideration of their independent evaluation of wastewater treatment options for the Town of Paradise; and,
3. Concur with staff recommendation to prepare a complete Environmental Impact Report for the Paradise Sewer Project with a connection to the City of Chico's Water Pollution Control Plant; and,
4. Contingent upon selection of the Regional Alternative (Item 3), authorize the Town Manager to execute an amendment to the HDR Engineering Professional Services Agreement to include a revised scope and fee to prepare a complete Environmental Impact Report for the Paradise Sewer Project with a connection to the City of Chico's Water Pollution Control Plant; and,
5. Direct staff to continue to coordinate with the Central Valley Regional Water Quality Control Board the formation of a Brown Act-compliant committee composed of at least four (4) members with two (2) elected Council members from both the Town of Paradise and the City of Chico.

Background:

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

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

On April 12, 2016, Town Council awarded a contract to Bennett Engineering to analyze the Town's wastewater challenge and to draft an Alternatives Analysis and Feasibility Report. The report analyzed several options, including a no project option and recommend the most feasible solution and next steps.

On July 11, 2017, the Sewer Feasibility Study was formally accepted by the Town Council. Subsequently, staff was directed to continue to seek funding for the preliminary engineering and environmental review of both the Regional City of Chico option and a Local Treatment Plant option.

In the post-Camp Fire reality, on September 10, 2019, the Town Council concurred with the staff's recommendation to proceed with releasing a Request for Proposal for preliminary engineering and environmental services of the Paradise Sewer Project.

Through the efforts of staff and members of Town leadership, grant funding was awarded to the Town for the sewer project for a portion of the Environmental Review phase of the project. The funds include \$800,000 from the State of California, and \$172,000 from the US Department of Agriculture (USDA).

On January 14, 2020, Paradise Town Council awarded a contract to HDR Engineering for the Environmental Review phase of the project, segmented into two distinct phases: Pre-EIR/Feasibility Review and a complete Environmental Impact Report. This contract was partially funded through the grants identified above and was understood staff would seek and secure additional grant funding to complete the contract work.

On May 12, 2020, Paradise Town Council adopted a resolution authorizing staff to submit a supplemental grant application for approximately \$2,000,000 to fully complete the second phase of HDR's scope of work. This grant application has been subsequently approved through the State Water Board Division of Financial Assistance to advance the regional option to the Environmental Impact Report..

Analysis:

The first phase of HDR's Scope of Work is summarized below:

- Perform a complete analysis in comparing the Local and Regional alternatives to advance forward in the environmental impact report
 - o Collection system review (same between both alternatives)
 - o Local wastewater treatment plant site alternatives review
 - o Regional conveyance alternatives review
 - o Environmental Constraints Analysis for both Local and Regional Options
 - o Cost Analysis for both Local and Regional Options

The executive summary and findings by HDR Engineering are included in this Agenda Summary for review as Attachment 1 (27 pages). Supplemental Technical Memos prepared by HDR Engineering are posted to the Town of Paradise website at www.townofparadise.com (439 pages).

Independently of HDR Engineering's work, Central Valley Regional Water Quality Control Board staff, representing the ultimate governing agency which would permit a potential local option, has provided their own analysis of wastewater treatment plant options for the Town of Paradise. Their analysis also concludes the regional approach is the only viable option for Paradise. ***A copy of the Regional Board's letter and analysis is included in this Agenda Summary as Attachment 2 (8 pages).*** With the support of the Regional Board, the Town of Paradise can expect this project to remain a critical priority in the State with assistance in securing new funding for this project.

Recommendation and Next Steps:

Staff supports HDR Engineering's recommendation to advance the Paradise Sewer Project with a regional approach for a direct connection to the City of Chico's Water Pollution Control Plant. With Council's approval of this direction, staff is proposing to amend HDR Engineering's Professional Services Agreement to include the preparation of an Environmental Impact Report for the regional approach. ***A copy of the scope of work, fee and schedule is included in this Agenda Summary as Attachment 3 (20 pages).*** This document outlines a complete step-by-step approach of how this work will be completed in addition to affording opportunities for complete reviews of project questions, concerns and findings.

To address concerns relating to multi-jurisdictional coordination, the State Water Board is proposing a Brown-Act compliant (fully noticed, public participation, etc.) committee with equal representation from Town of Paradise and City of Chico elected officials (2 each). This committee could facilitate discussions on progress in the Environmental Impact Report and encourage progress in preparing the needed Memorandum of Understanding for a potential regional wastewater connection. If this outcome is desirable, staff can continue to advance the formation of this Committee with selection of Councilmembers to participate to take place at the January 2021 Regular Town Council Meeting. With the formation of this Committee, participation by all stakeholders, including LAFCO, Butte County and the general public, among others, would be encouraged and welcomed throughout the Environmental Impact Report progress.

Financial Impact:

The financial impacts relating to the Paradise Sewer Project and recommended alternative are included in the HDR Engineering Executive Summary. The recommendation of a regional approach is consistent with the understanding such a project presents the highest probability of receiving grant funds for the remaining project phases including design, right of way, and construction. No additional grant funds are needed to complete the Environmental Impact Report in this scenario.

In the event the local wastewater treatment plant is desired to be advanced into the next phase of Environmental Review, staff has identified a funding shortfall to complete the Environmental Impact Report and has larger concerns about funding remaining phases.

Attachments:

1. HDR Engineering Paradise Sewer Project Phase 1 Executive Summary
2. Central Valley Regional Water Quality Control Board letter dated November 4, 2020
3. Proposed HDR Engineering Scope of Work, Fee and Schedule for Paradise Sewer Project Phase 2.



Phase 1 Executive Summary

Paradise Sewer Project

November 30, 2020

Item 6c Attachment 1



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1. Introduction

The Town of Paradise (Town) is implementing the Paradise Sewer Project (Project), which involves identifying and implementing a long-term solution for collection, treatment, and reuse/disposal of its wastewater. HDR is under contract to assist the Town with the first two phases of the Project—final selection of a wastewater alternative (Phase 1), and preparation of an Environmental Impact Report (EIR) covering the selected alternative (Phase 2). This document provides an executive summary of the six technical memoranda (TM) prepared as part of the Phase 1 effort:

1. Project Definition
2. Design Criteria for Local Wastewater Treatment Plant
3. Evaluation of Collection System
4. Local Wastewater Treatment and Disposal Alternatives
5. Regional Alternative
6. Comparison of Local and Regional Alternatives

2. Background

Prior to the Camp Fire, Paradise was the largest unsewered community in California. A new wastewater management solution is needed to improve the local economy (e.g., encourage opening of new businesses) and to stop degradation of groundwater quality caused by failed or failing septic systems.

The need for a centralized wastewater treatment solution for Paradise has been studied in seven prior reports. The most recent study was prepared by Bennett Engineering in June 2017, *Town of Paradise Sewer Project, Alternative Analysis and Feasibility Report: Determining a Preferred Option for Implementation* (2017 Report). Figure 1 presents the proposed sewer service area (SSA) identified in the 2017 Report; the Town has directed that this be the proposed SSA for this effort. Based on the 2017 Report, the proposed SSA was defined to represent the area that had the most septic systems that had failed or were projected to fail within the next 5 years. The proposed SSA will serve 1,469 parcels through the Skyway, Clark Road, and Pearson Road corridors. (There are 11,000 total parcels in Paradise.) The SSA also would serve most businesses in Paradise and provide for future development of more multi-family residences, which is currently limited because of septic system constraints.

To reduce collection system capital costs, the 2017 Report recommended the use of a septic tank effluent pumping (STEP) system, which discharges into shallow gravity sewers. This STEP system would require that individual septic tanks remain in use. After completion of the 2017 Report, Paradise citizens indicated a strong preference to eliminate septic tanks and/or pumps on individual parcels. As a result, for this Project, the Town directed the development of a traditional gravity sewer system, which eliminates septic tanks.

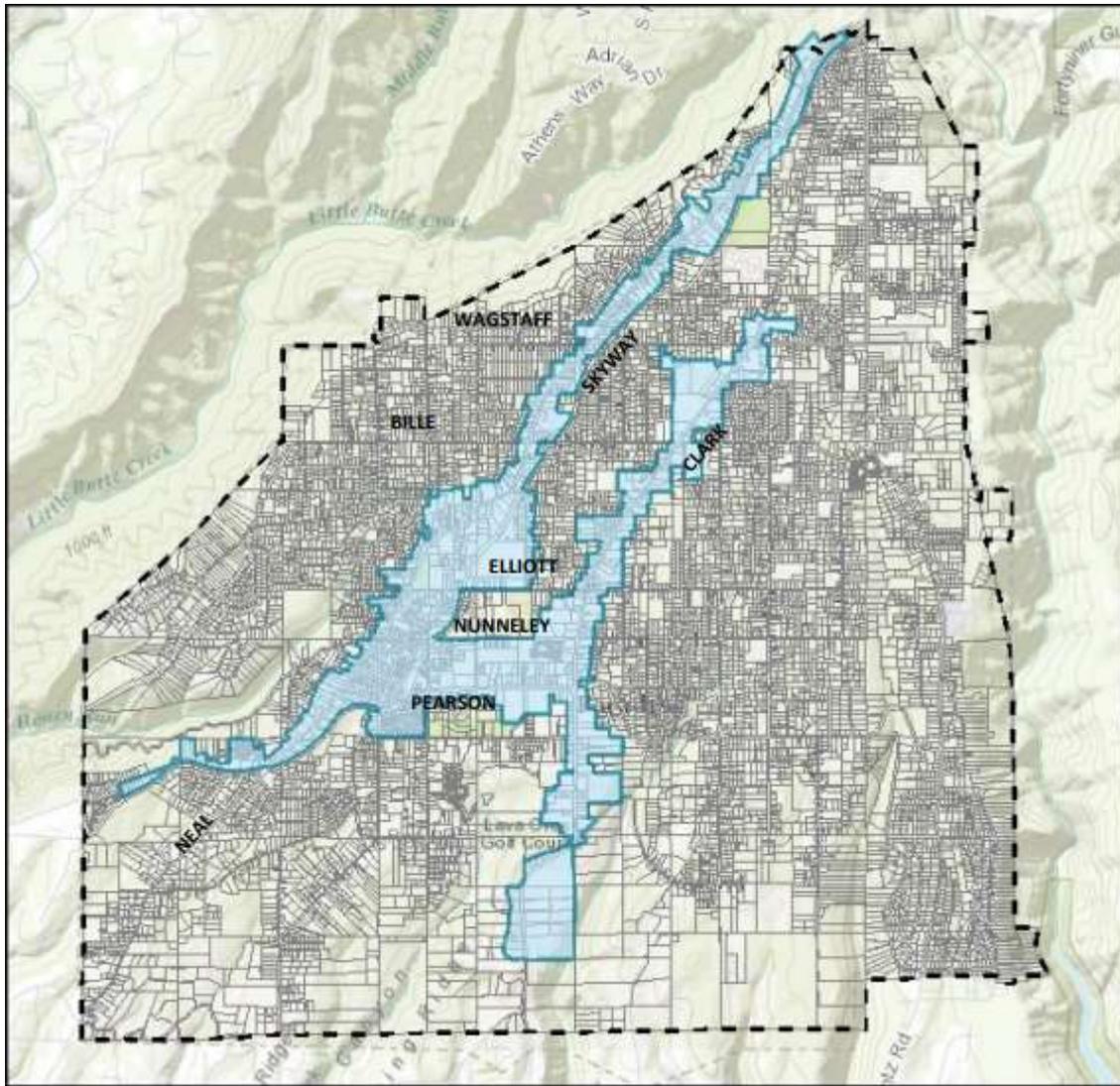


Figure 1. Proposed Town of Paradise Sewer Service Area

3. Project Definition

3.1 Connection and Flow Estimates

The SSA contains 1,469 parcels. As of April 2020, there were 300 parcels with habitable structures within the SSA. The Project is estimated to come on-line by 2027, at which time there will be an estimated 357 occupied parcels within the SSA generating an average wastewater flow of 109,000 gallons per day (gpd; see Figure 2). It is estimated that it could take 30 years for all 1,469 parcels to be occupied, at which time the average wastewater flow would be 448,000 gpd.

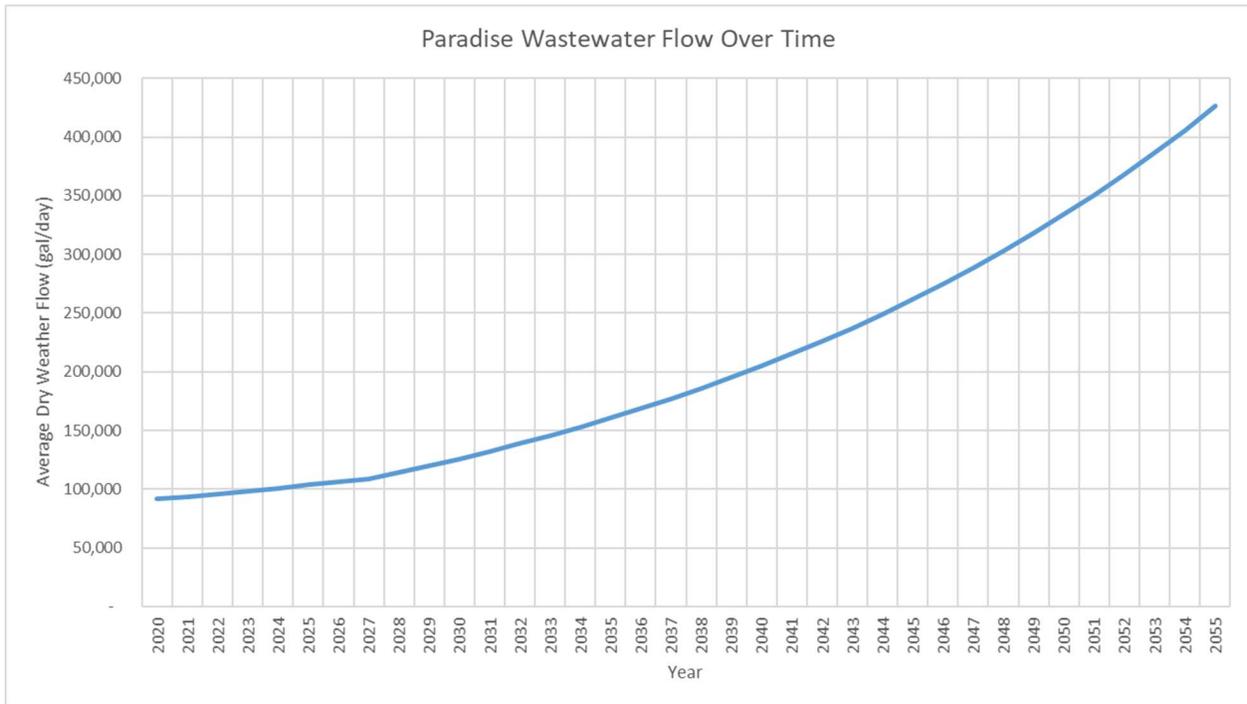


Figure 2. Estimated Paradise Wastewater Flow Over Time

3.2 Alternatives Analyzed

For the collection system, the Town directed that a gravity system be analyzed instead of a STEP system. The following two alternative gravity collection layouts were analyzed:

- Alternative A: Collection of Sewer Flow to Neal Road Corridor
- Alternative B: Collection of Sewer Flow to Clark Road Corridor

For wastewater treatment and disposal, both local and regional alternatives were analyzed. The local alternatives involve constructing a wastewater treatment plant (WWTP) near Paradise and disposing of the treated wastewater by various means. The following local alternatives were analyzed:

- Alternative 1: Local WWTP with Effluent Storage and Land Application
- Alternative 2: Local WWTP with a Surface Water Discharge
- Alternative 3: Local WWTP with Water Recycling
- Alternative 4: Local WWTP with Discharge to the Miocene Canal

The regional alternative involves conveying raw wastewater from Paradise through an 18-mile-long pipeline to the City of Chico Water Pollution Control Plant (WPCP) where it would be treated. This alternative involved analysis of the following two potential pipeline routes to the Chico WPCP:

- Alternative A: Skyway Route
- Alternative B: Neal Road Route

4. Design Criteria

In order to size the components of the various alternatives, it was necessary to establish design criteria. A local WWTP must treat wastewater to a high enough degree that it can be safely used or discharged. The anticipated discharge requirements for the four local alternatives are shown in Table 1.

Table 1. Anticipated Discharge Requirements for Local Alternatives

Disposal Method	Basic Discharge Requirements (monthly average)			Level of Treatment
	BOD, mg/L	TSS, mg/L	Total N, mg/L	
1. Local WWTP with Effluent Storage and Land Application	30	30	10	Disinfected (23 MPN) secondary treatment meeting Total N of 10 mg/L.
2. Local WWTP with Surface Water Discharge	10	10	10	Disinfected (2.2 MPN) tertiary treatment meeting Total N of 10 mg/L. Additional stringent discharge requirements are likely, such as meeting priority pollutant (chemical pollutants the US Environmental Protection Agency regulates) criteria as well as the California Thermal Plan (limit wastewater increasing receiving water temperature).
3. Local WWTP with Water Recycling	10	10	10	Disinfected (2.2 MPN) tertiary treatment meeting Total N of 10 mg/L.
4. Local WWTP with Discharge to the Miocene Canal	10	10	10	Disinfected (2.2 MPN) tertiary treatment meeting Total N of 10 mg/L. Additional advanced treatment requirements must be met, including, as a minimum, processes to meet indirect potable reuse requirements such as ultrafiltration along with reverse osmosis.

Notes: BOD = biochemical oxygen demand; MPN = most probable number; N = nitrogen; TSS = total suspended solids

In addition, the quantity and pollutant load of wastewater to be conveyed, treated, and disposed of was estimated (see Table 2).

Table 2. Recommended Wastewater Design Flows and Loads

Flow Type	Flow to WWTP, gpd		
Average Dry Weather Flow	448,000		
Peak Diurnal Flow	672,000		
Peak Wet Weather Flow	896,000		
Constituent	Concentration, mg/L	Annual Average Constituent Load, lbs/day	Maximum Month Constituent Load, lbs/day (1)
Biochemical Oxygen Demand (BOD)	350	1,310	1,700
Total Suspended Solids (TSS)	400	1,500	1,950
Ammonia as Nitrogen	45	170	220

(1) Based on flow of 448,000 gpd and peaking factor of 1.3

mg/L = milligrams per liter

lbs/day = pounds per day

5. Collection System Evaluation

Two alternative gravity collection system layouts were developed: Alternative A, which would serve a local WWTP on Neal Road (see Figure 3), and Alternative B, which would serve a local WWTP on Clark Road. The alternatives are nearly identical, and both could serve the urban core of Paradise. A significant number of pump stations (approximately 28) would be required to serve the 1,469 parcels in the proposed SSA. This number may be slightly reduced in final design by placing some of the collection system in easements and out of the available streets and public right-of-way. However, the topography of Paradise still requires multiple pump stations, which will come with significant monitoring and maintenance.

The costs of the two collection system alternatives are very similar, as shown in Table 3. The cost to implement the project (capital cost) has been estimated, along with life cycle costs (net present value) over a 20-year period. The net present value includes the capital cost, annual operations and maintenance (O&M) costs, and deduction of the asset salvage value at the end of 20 years. A part of the evaluation of the local WWTP option is evaluating whether to locate the local WWTP on Neal Road or Clark Road. With costs so similar between the two collection system alternatives, it appears that the collection system will not be a significant factor in determining the WWTP location.

Table 3. Capital Cost and Net Present Value of Collection System Alternatives

Alternative	Capital Cost (\$) (A)	Present Value O&M, 0.3%, 20-yr (\$) (B)	PV Salvage Value, 0.3%, 20-yr (\$) (C)	Net Present Value (\$) (A+B-C)
A: Collection of Sewer Flow to Neal Road Corridor	119,510,190	19,769,701	33,026,693	106,253,198
B: Collection of Sewer Flow to Clark Road Corridor	119,571,440	19,812,853	33,043,646	106,340,647



Figure 3. Schematic of Collection System – Alternative A

6. Local Wastewater Treatment and Disposal Alternatives

In general, the local alternatives have the following components:

- Pump station and pipeline from the end of the collection system to the local WWTP
- Land for the local WWTP
- Pipeline from the local WWTP to a discharge or reuse location
- Land for effluent storage (Alternative 1 only)
- Land contracted for agricultural application (Alternative 1 only)

Using the criteria discussed in Section 4, land requirements were developed for the four local alternatives, as shown in Table 4.

Table 4. Land Requirements

Description	Active Acres	Total Acres with Buffer
Treatment Plant		
Secondary or Tertiary Treatment (Alternatives 1, 2, and 3)	4	5
Tertiary with Advanced Treatment (Alternative 4)	6	7
Effluent Storage (Alternative 1 only)	122	150
Land Application (Alternative 1 only)	260	310

6.1 Alternative 1: Local WWTP with Effluent Storage and Land Application

For Alternative 1, potential locations for the WWTP and land for effluent storage and land application, shown in Figure 4, were assessed. Areas along Neal Road and Clark Road were examined to identify potential WWTP locations using the following criteria:

- Relatively close to the Town limits, to minimize conveyance distance.
- Near a facility that is less desirable for development and more suitable for locating a WWTP (e.g., the Neal Road Recycling and Waste Facility).
- Currently available vacant parcels of the size needed for the WWTP and adjacent to Neal Road or Clark Road. Skyway was not included, as an industrial facility such as a WWTP was not considered compatible with the current and future land uses along Skyway.

In Figure 4, the potential WWTP locations shown indicate general locations, not specific parcels or land requirements. The potential WWTP locations are generally as follows:

- Neal Road just south of the Town limits
- Neal Road near the Neal Road Recycling and Waste Facility
- Clark Road just south of the Town limits
- Clark Road near the Paradise Airport

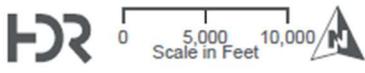
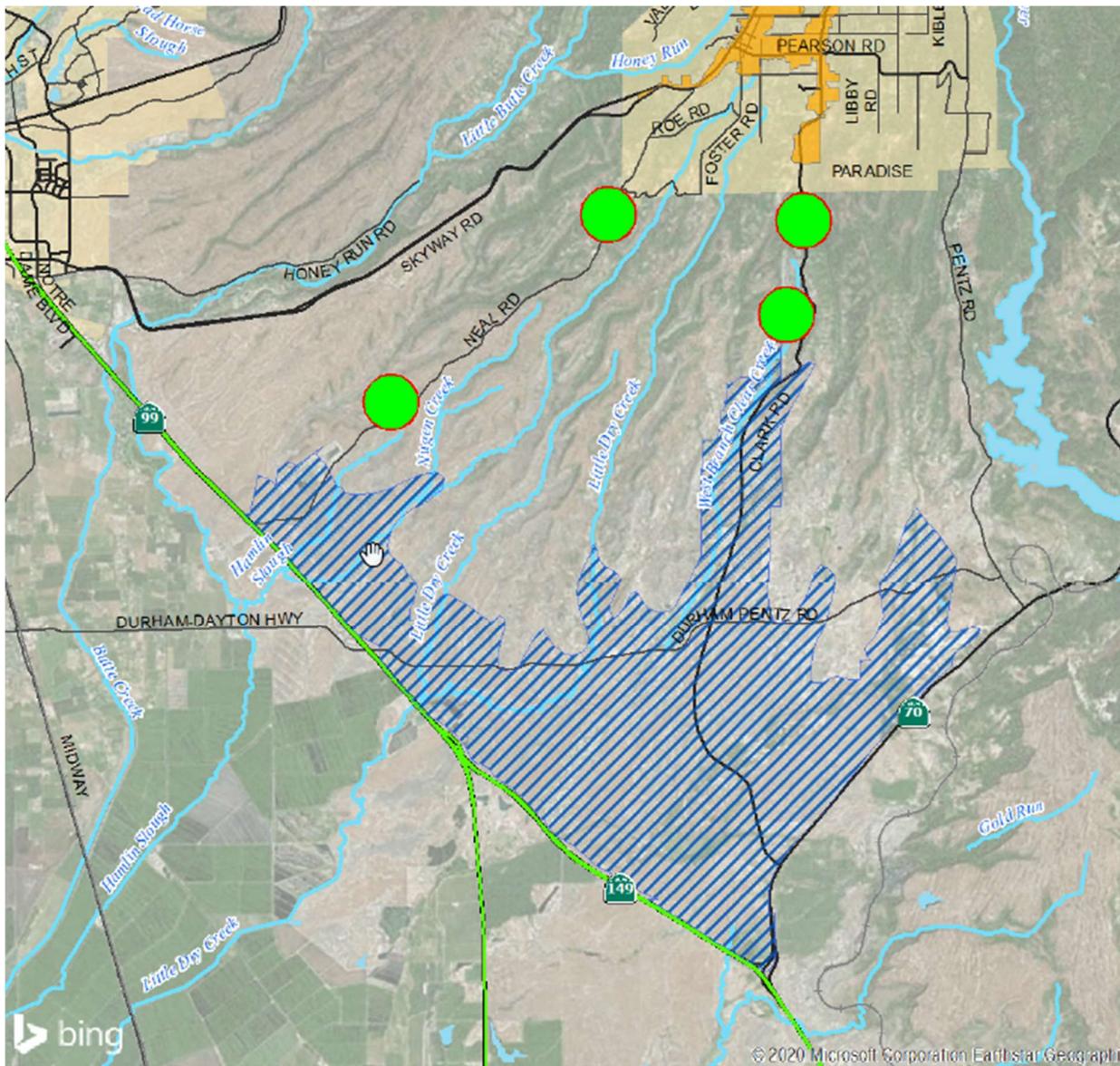


Figure 4. Potential Locations for WWTP Sites, Effluent Storage, and Land Application for Alternative 1

The area where effluent storage and land application could occur is shown as the blue-hatched area in Figure 4. This blue-hatched area was defined based on the following criteria:

- The land topography must be flat enough to allow for piped spray irrigation. As you move south off of the ridge from Paradise, you encounter marginal grazing land that is hilly but could be irrigated (although almost none of it is at this time). This defines the undulating northern boundary of the area shown.
- As you continue to move south and west, the topography becomes flatter, until land use changes from marginal grazing land to high end agriculture (e.g., rice farming) at roughly Highway 99/149. Based on discussions with the Butte County Farm Bureau, it was determined that this high-end farming area has sufficient low-cost water available. It was also felt that farmers here might have concerns with using recycled water on their higher-end crops. Therefore, these high-end agricultural areas were not considered good candidates for land application, and Highway 99/149 was considered the western border of the potential land application area.
- Highway 70 was used as the southeast boundary because topography east of Highway 70 becomes quite steep again.

The blue-hatched area shown as the potential storage and land application area in Figure 4 covers 16,020 acres. The total area needed for a Paradise land application system is 460 acres (150 acres for effluent storage and 310 acres for land application), or 2.9 percent of the 16,020 acres. A significant portion of the 16,020 acres includes environmental constraints such as vernal pools and tribal interest, each of which would likely require heightened consultation and mitigation requirements. Some landowners may also be resistant to the proposed changes in land use. However, it is felt that it would ultimately be feasible to obtain 460 usable acres within this 16,020-acre area.

6.2 Alternative 2: Local WWTP with a Surface Water Discharge

Alternative 2 includes a local WWTP, located on Neal Road, with discharge of treated effluent to a local surface water. Surface water discharge to Nugen Creek or Hamlin Slough, both ephemeral streams, was assumed for this alternative. (An ephemeral stream is a stream that flows only briefly during and following a period of rainfall in the immediate locality.) An exact location for the discharge into the creek or slough was not identified at this time.

6.3 Alternative 3: Local WWTP with Water Recycling

Alternative 3 includes a local WWTP with beneficial reuse of recycled water within Paradise. Currently, there are no identified uses for recycled water within Paradise. As the Town rebuilds following the 2018 Camp Fire, potential uses may be identified. To not limit potential future recycling, it is recommended that a local WWTP (if built) produce water that can meet the “unrestricted reuse” requirements of the State of California (Title 22 of the California Code of Regulations).

6.4 Alternative 4: Local WWTP with Discharge to the Miocene Canal

Alternative 4 includes a local WWTP with discharge to the Miocene Canal. The Miocene Canal begins north of Paradise, runs along its eastern edge, and ultimately terminates into a California Water Service Company (Cal Water) reservoir near the city of Oroville, California. Just south of Paradise, the canal empties into Kunkle Reservoir and then continues out of Kunkle Reservoir in a pipe and later an open canal. Under Alternative 4, a local WWTP would be located adjacent to Kunkle Reservoir on land currently owned by Pacific Gas and Electric Company (PG&E), with discharge to the Miocene Canal, as shown in Figure 5.

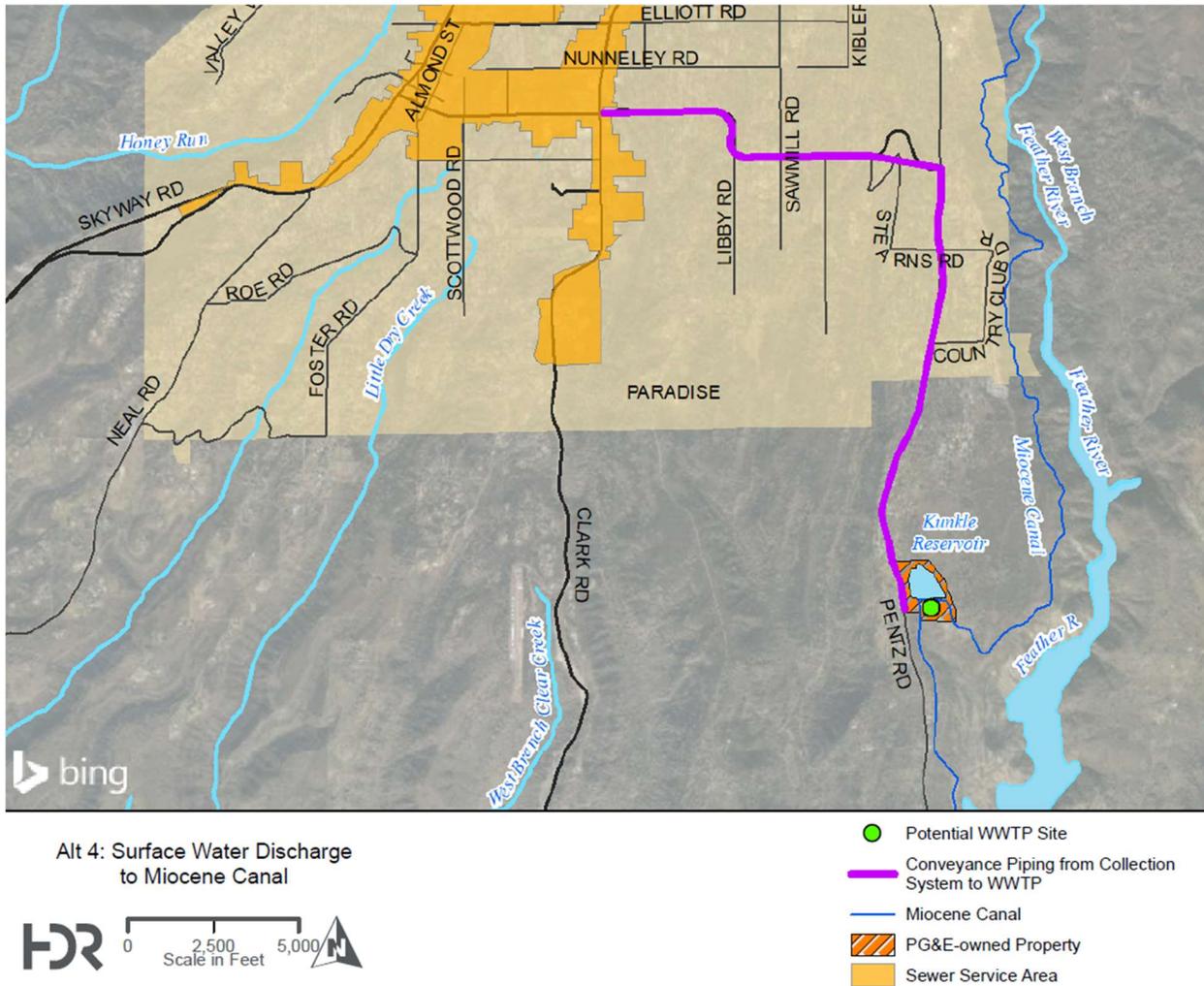


Figure 5. Location of the Miocene Canal and Alternative 4

The Miocene Canal has been owned and operated by PG&E since 1917. Prior to the 2018 Camp Fire, the Miocene Canal ran from a diversion on the West Branch of the Feather River to a small reservoir near Lake Oroville. The canal's upper reach runs from the Feather River diversion to Kunkle Reservoir; this reach was completely destroyed in the 2018 Camp Fire. The canal's lower reach runs from Kunkle Reservoir to a small terminal reservoir near Lake Oroville and is still intact. (The terminal reservoir is owned by Cal Water and has apparently been used in the past to



supplement municipal supplies.) Water in the Miocene Canal is owned by PG&E and is sold to approximately 18 small agricultural diverters along the canal; diversions occur at various locations in the middle and lower reaches to irrigate orchards, water livestock, and for other agricultural uses.

Recently, PG&E has agreed to fund efforts to restore access to water for the next 5 years for residents impacted by the loss of the Miocene Canal. PG&E has indicated that it will not be restoring the upper reaches of the Miocene Canal. At the time of this writing, PG&E has proposed to supply the canal with 10 cfs of water for 5 years. PG&E has proposed to pump water from a barge located at the Lake Oroville Marina, just south of the Lime Saddle Recreation Area, to discharge into the Miocene Canal approximately 0.5 miles due west of that location. At the end of the 5 years, PG&E intends to discontinue feeding water into the canal and will look to a new entity to take over the pumping of the water.

The concept for Alternative 4 is to discharge 0.7 cfs (448,000 gallons per day) of advance-treated wastewater directly into the Miocene Canal at that location, where it will eventually mix with the 10 cfs of surface water from Lake Oroville that will be pumped by PG&E into the canal.

6.5 Screening of the Local Alternatives

The four local alternatives were screened based on whether they were deemed feasible for implementation, as follows:

- Alternative 1: Local WWTP with Effluent Storage and Land Application
 - This alternative was deemed feasible and carried forward.
- Alternative 2: Local WWTP with a Surface Water Discharge
 - This alternative was deemed not feasible due to lack of support by the Central Valley Regional Water Quality Control Board for issuing a surface water discharge permit, and the potential for a very onerous discharge permit if one was issued.
- Alternative 3: Local WWTP with Water Recycling
 - This alternative was deemed not feasible at this time due to a lack of recycled water users in the area. It should be noted that Alternatives 1 and 4 contain a sufficient level of treatment such that water recycling could still be implemented in the future, should sufficient recycled water uses develop.
- Alternative 4: Local WWTP with Discharge to the Miocene Canal
 - This alternative was deemed feasible and carried forward.

Based on this screening, local Alternatives 1 and 4 were carried forward for comparison against the regional alternative.

7. Regional Alternative

For the regional alternative, the Town would convey its wastewater to the Chico WPCP for treatment. The Town would construct a regional pipeline system consisting of an 18-mile pipeline (two 6-inch-diameter pipes), two pump stations, and a termination structure at the Chico WPCP. Instead of building treatment facilities, the Town would pay a connection fee to the City of Chico proportional to the capital cost of treatment facilities needed to treat the Town's wastewater. On an ongoing basis, the Town would pay the City a monthly treatment user fee for Paradise residents discharging to the wastewater system at that time.

7.1 Regional Pipeline

Two routes were analyzed for the regional pipeline, as shown in Figure 6:

- Alternative A: Skyway Route
- Alternative B: Neal Road Route

Working with staff from the City of Chico and Butte County, three subalternatives were identified in the area south of Chico. These subalternatives are part of Alternative A: Skyway Route.

Alternative A: Skyway Route is recommended for the following reasons:

- The capital cost and net present value of the Skyway route are both less than the Neal Road route (Alternative B), primarily due to the shorter length of the alignment.
- Although Skyway carries more traffic volume than Neal Road, it also has a significantly larger right-of-way in which to install a pipeline while also handling traffic routing around a construction zone.
- The environmental constraints on both alternatives are similar.

The subalternatives for the Skyway route will be carried forward into Phase 2 for further analysis.

7.2 Chico Treatment Connection Fee Evaluation

The capital cost of the regional alternative includes payment of a treatment connection fee to the City of Chico. The connection fee is a charge to cover capital expenditures needed at the Chico WPCP resulting from the addition of flow from Paradise. The actual connection fee would be negotiated between the Town of Paradise and the City of Chico during the early part of Phase 2. However, to compare alternatives in this Phase 1 effort, it was necessary to estimate the connection fee. Two estimates were developed. One was made using the current City of Chico connection fees. Because those fees are anticipated to increase in the future, a second estimate was made by examining data from around California contained in the State Water Resources Control Board (SWRCB) Connection Rate Report for 2016–2017.

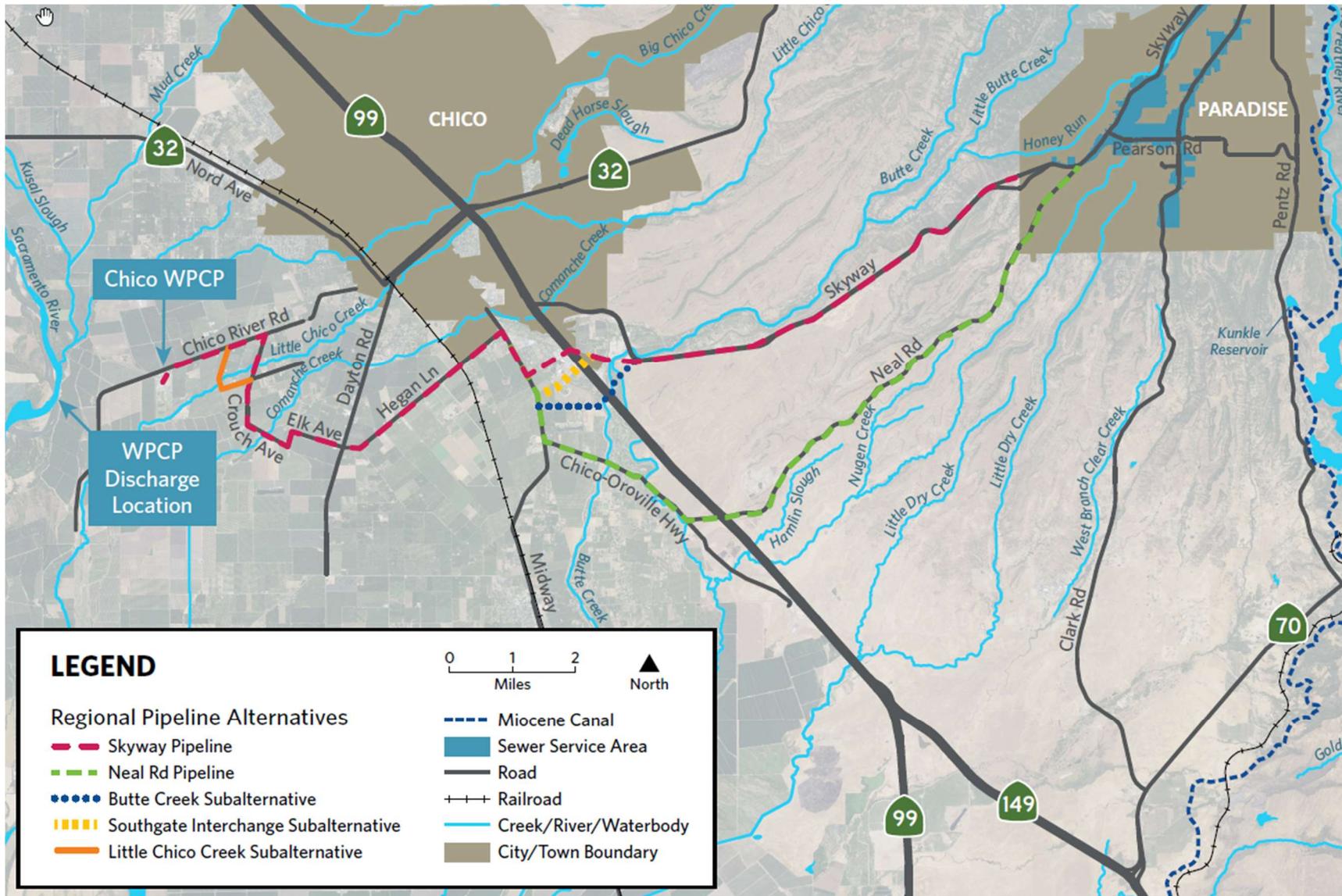


Figure 6. Regional Pipeline Alternatives



Connection costs were estimated using the following steps:

1. The connection cost was broken down into two components—residential and non-residential (i.e., commercial and industrial). The monthly sewer use fee for non-residential users was estimated to be twice the rate for a residential connection.
2. The connection fee was estimated for the build-out of the SSA, a total of 1,469 parcels (assumed to be 647 residential and 822 non-residential).

Based on the information above, a range of potential connections fees for the Town was calculated and is presented in Table 5.

Table 5. Estimated Treatment Connection Cost for the Build-out of the Sewer Service Area

Description	No. of Connections	Connection Fee (\$/connection)		Total Connection Cost	
		Current City of Chico	Average From SWRCB Report	Current City of Chico	Average From SWRCB Report
Residential	647	\$1,551	\$5,747	\$1,003,497	\$3,668,525
Non-Residential	822	\$5,779	\$11,494	\$4,750,338	\$9,321,570
Total Estimated Connection Fee				\$5,753,835	\$12,990,095

As shown in Table 5, the estimated connection cost ranges from approximately \$5.8 million to \$13.0 million. For the purposes of comparison of alternatives, the \$12,990,095 connection cost was used.

8. Summary of Treatment Alternative Costs

The cost estimates for the treatment alternatives carried forward for comparison are shown in Table 6. Capital and net present value costs were estimated for each treatment alternative. The capital cost includes the following components:

- Construction cost
- Implementation costs, which include other costs incurred to construct a facility, such as engineering design, right-of-way acquisition, and construction management
- Treatment connection fee, as described in Section 7.2

As noted in Section 5, the collection system, a component common to all alternatives, has an estimated capital cost of \$119.5 million.

Table 6. Summary of Treatment Alternative Cost Estimates

Component	Local Alternatives		Regional Alternative (Avg. Connection Fee)
	Alt. 1 - Land Application	Alt. 4 - Miocene Canal	
Construction	\$49.2M	\$109.6 M	\$37.5M
Implementation Costs	\$19.8M	\$48.1M	\$14.7M
Connection Fee	NA	NA	\$13.0M
Total Capital Cost	\$69.0M	\$157.7M	\$65.2M
Net Present Value	\$70.7M	\$233.8M	\$65.3M

NA = Not Applicable

9. Comparison of Treatment Alternatives

The three treatment alternatives carried forward, summarized in Figure 7, were then compared. Because the collection system is common to all alternatives, it was not included in the comparison of the three treatment alternatives.

9.1 Method of Comparison

The treatment alternatives were scored and compared using a mathematical matrix. The matrix divides the scoring into five categories, each with their own criteria. The following categories and criteria were used:

- **Economic:** The economic category focuses on the initial and long-term (operational) costs of an alternative. The criteria are as follows:
 - **EC1, Net Present Value:** Total life cycle costs include capital costs, O&M costs, ongoing user fees (if applicable), and salvage value, calculated as net present value.
 - **EC2, Capital Costs:** Capital costs include construction costs, soft costs associated with implementation, and connection fees.
- **Social:** Social considerations focus on impacts on people, including impacts on time, safety, recreation, property, and convenience. The criteria are as follows:
 - **SO1, Construction Impacts on the Community:** Examples of construction impacts are traffic, noise, and dust generated by construction activities.
 - **SO2, Permanent Impacts on the Community:** Permanent impacts are from installed facilities and include issues such as visual, noise, and odor.
 - **SO3, Ongoing Monitoring or Mitigation Required:** Monitoring and/or mitigation requirements are needed to offset impacts on the community.

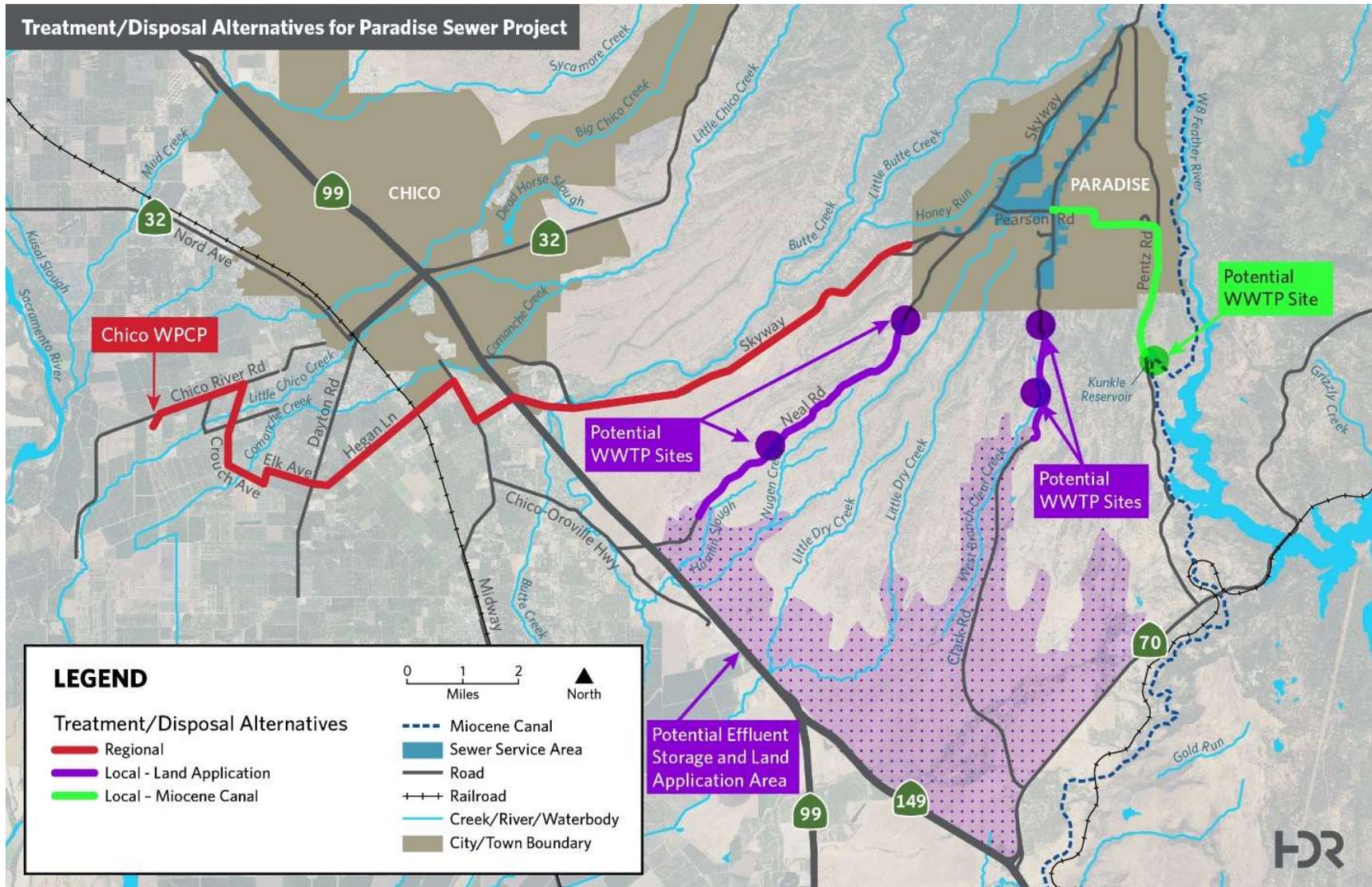


Figure 7. Local and Regional Treatment Alternatives

- **Environmental:** Environmental impacts involve impacts on the natural environment, including air or water quality, habitat, species, ecosystem function, and human health. The criteria are as follows:
 - **EV1, Construction or Operational Impacts on Sensitive Resources:** Construction or operational impacts may be on specific sensitive environmental resources, such as vernal pools or cultural resources.
 - **EV2, Environmental Permitting Requirements:** Scoring is based on the simplicity of environmental permitting (i.e., shorter time required to obtain the permit), the potential to avoid resources (and thus avoid permitting), and the predictability of obtaining an environmental permit (some agencies are more difficult and unpredictable when it comes to issuing a permit).
 - **EV3, Permanent Loss of Agricultural Land:** Butte County has an overall goal of maintaining agricultural land, and some alternatives result in permanent loss of the ability to farm the land.
- **Implementation:** Implementation issues relate to the ability to get a project approved for construction. The criteria are as follows:
 - **IM1, Obtaining Non-Environmental Permits or Regulatory Approvals:** This criterion considers how difficult it may be to obtain permits or agency approvals. Examples include an initial National Pollutant Discharge Elimination System permit, railroad or Caltrans crossing permits, and Cal Water approval of a Miocene Canal alternative.
 - **IM2, Obtaining Political Approvals:** This criterion considers how difficult it may be to obtain political approvals or to negotiate contracts between political bodies.
 - **IM3, Cooperation of Local Landowners:** This criterion considers the willingness of local agricultural landowners to use treated wastewater, or the willingness of local landowners to sell their land (i.e., willing sellers).
- **Operational:** Operational impacts inhibit the ease of operation and maintenance of the assets under consideration or can relate to challenges in meeting regulatory requirements. The criteria are as follows:
 - **OP1, Legal and Regulatory Requirements:** This criterion considers how stringent legal and regulatory requirements are (e.g., risk of future regulatory violations/fines) and the potential for future increases in regulatory requirements (e.g., National Pollutant Discharge Elimination System permit limits, waste discharge requirements).
 - **OP2, Technical Complexity:** This criterion considers the technical complexity of operation and maintenance (e.g., a complex wastewater treatment process).
 - **OP3, System Flexibility:** This criterion considers the flexibility to change operation of the system as conditions change. This can include the ability to respond in an emergency and if weather conditions change. Flexibility can be provided through storage of wastewater, redundant facilities, or the ability to change/divert flows.



9.2 Alternative Ranking and Recommendation

Using the categories and criteria presented in Section 9.1, the three treatment alternatives were scored, with the results shown in Table 7 (presented at the end of this document). Of the five categories, the first (economic) was scored using the cost estimates shown in Table 6. The remaining four non-economic categories were scored based on the experience of the project team using the scoring guidance shown in Table 7.

In scoring and comparing alternatives, it is possible that not all categories, or criteria within a category, are considered to have equal weight in the overall decision-making process. Weighting factors are used to capture this potential difference. Scores are multiplied by these weighting factors to create weighted scores, which are then added up to create a total weighted score. In Table 7, equal weights are applied to each of the five categories (i.e., 20 points each, for a total of 100). Within each category, those 20 points were distributed among the two or three criteria. This distribution was done by the project team based on their experience and the assumed contribution of each criterion to the overall category.

As shown in Table 7 and in Figure 8, the regional alternative has the highest weighted score, 46 percent higher than the local land application alternative and 96 percent higher than the Miocene Canal alternative. In four of the five categories (the exception is the operational category), the regional alternative scored higher than the two local alternatives. In the operational category, the regional alternative scored only slightly lower than the local land application alternative. This would indicate that even if the category weighting factors were changed, the regional alternative would still rank highest.

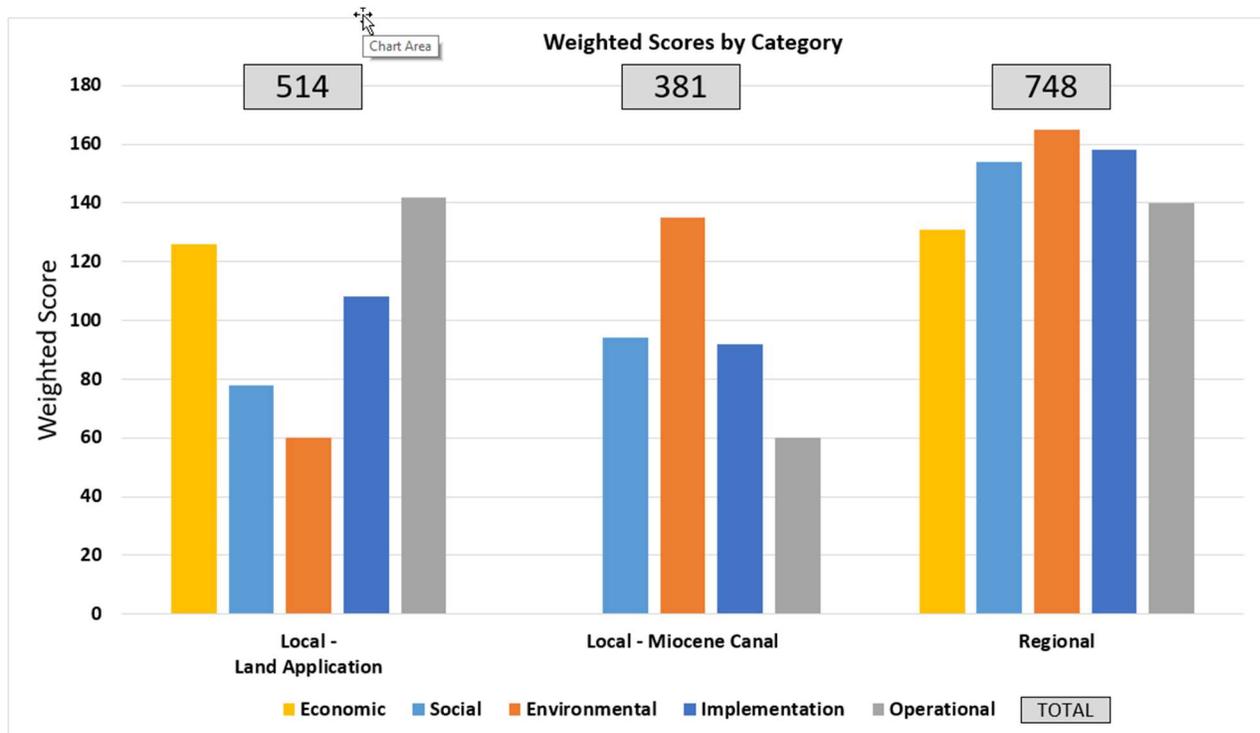


Figure 8. Comparison of Treatment Alternative Scores by Category



It is recommended that the regional alternative be carried forward into Phase 2 as the preferred alternative, for the following reasons:

- **Economic:** It has the lowest capital and net present value costs.
- **Social:** It has the lowest community impacts during and after construction.
- **Environmental:** It has the least probable environmental impacts.
- **Implementation:** It has the fewest permits needed and has the support of the Central Valley Regional Water Quality Control Board.
- **Operational:** It is the least complicated to operate and will benefit from the experienced O&M staff at the Chico WPCP.

10. Next Steps and Funding Needs

This section describes the next steps involved in implementing the Project, including an overall schedule, an estimate of funding needs, and key activities during Phase 2.

10.1 Project Schedule

The Project will be implemented in the following four phases, as shown in Figure 9, with completion anticipated near the end of 2026:

- Phase 1 – Planning (the effort covered by this document)
- Phase 2 – Preliminary Engineering and EIR
- Phase 3 – Final Design, Right-of-Way Acquisition, and Environmental Permitting
- Phase 4 – Construction

Selection of a preferred alternative marks the end of Phase 1. Phase 2 will focus on completion of an EIR, obtaining funding for Phases 3 and 4, and developing an agreement with the City of Chico (if the regional alternative is selected). Phase 3 will consist of final design efforts, which will help define right-of-way needs, allowing acquisitions to proceed. It will also involve finalizing construction funding and obtaining time-consuming environmental permits. With all of those items in place, the Project will move into Phase 4, concurrent construction of the collection system and the regional pipeline.

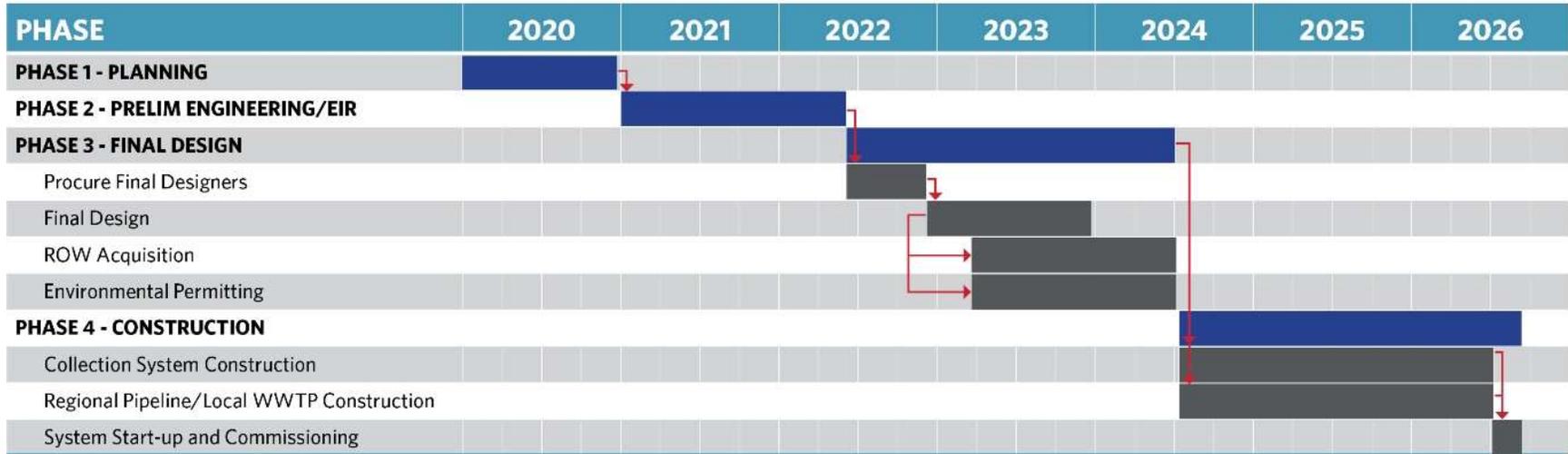


Figure 9. Schedule for the Paradise Sewer Project

10.2 Funding Needs

The total capital costs for the collection system and regional alternative are shown in Table 8. The costs are apportioned out into Phases 2, 3, and 4 (as shown in Figure 9).

Table 8. Summary of Capital Costs by Phase

Component	Deep Gravity Collection System (\$)	Regional Alternative (\$)	Total (\$)	Phase 2 Prelim. Eng./EIR	Phase 3 Final Design	Phase 4 Construction
Construction Costs						
Base Construction Cost	\$58,443,000	\$26,249,000	\$84,692,000			
Undefined Scope	\$17,533,000	\$7,875,000	\$25,408,000			
Subtotal	\$75,976,000	\$34,124,000	\$110,100,000			
Construction Contingency	\$7,598,000	\$3,412,000	\$11,010,000			
Construction Cost Total	\$83,574,000	\$37,536,000	\$121,110,000			\$121,110,000
Implementation (Soft) Costs						
Project Administration	\$4,179,000	\$1,877,000	\$6,056,000	\$450,000	\$2,725,000	\$2,881,000
Legal Counsel	\$836,000	\$375,000	\$1,211,000		\$1,211,000	
Preliminary Engineering	\$2,507,000	\$1,126,000	\$3,633,000		\$3,633,000	
Final Design	\$10,865,000	\$3,754,000	\$14,619,000		\$14,619,000	
Environmental Documentation/Permitting	\$2,507,000	\$1,126,000	\$3,633,000	\$1,542,000	\$2,091,000	
Right-of-Way Acquisition	\$2,507,000	\$1,126,000	\$3,633,000		\$3,633,000	
Construction Management	\$6,686,000	\$3,002,000	\$9,688,000			\$9,688,000
Engineering Services During Construction	\$3,343,000	\$1,126,000	\$4,469,000			\$4,469,000
Env. Monitoring/Regulatory Compliance	\$836,000	\$375,000	\$1,211,000			\$1,211,000
Environmental Mitigation	\$1,671,000	\$751,000	\$2,422,000		\$2,422,000	
Implementation Cost Total	\$35,937,000	\$14,638,000	\$50,575,000	\$5,625,000	\$26,701,000	\$18,249,000
Connection Fee (Avg. From SWRCB Report)		\$12,990,000	\$12,990,000			\$12,990,000
Total Capital Cost	\$119,511,000	\$65,164,000	\$184,675,000	\$1,992,000	\$30,334,000	\$152,349,000

10.3 Key Activities During Phase 2

The following key activities are anticipated during Phase 2:

- Complete the EIR and supporting technical work.
- Secure funding for Phase 3, and identify and pursue funding for Phase 4 (construction).
- Address any requirements from the Butte County Local Agency Formation Commission (LAFCO).



- Continue to coordinate with Butte County staff on issues related to facilities in rural Butte County.
- Conduct public outreach throughout Phase 2.

In addition, if the regional alternative is selected by the Town, it is anticipated that the Town of Paradise and the City of Chico will negotiate an inter-municipal agreement for Paradise connection early in Phase 2. (The City of Chico has a provision in its municipal code, Section 15.40.285—Regulation of Waste Received from Other Jurisdictions, for such a situation.) One possible approach for this negotiation would be as follows:

1. A Working Committee is formed consisting of members of the Paradise Town Council and the Chico City Council, with support from their respective staff and consultants.
2. The Working Committee meets on a regular basis to develop a Memorandum of Understanding (MOU) that captures the agreed-upon principles of the inter-municipal agreement.
3. Legal staff from the Town of Paradise and the City of Chico collaborate to turn the MOU into a draft agreement.
4. The agreement is reviewed and approved by the Paradise Town Council and Chico City Council.

The legal agreement would need to cover numerous subjects, including the following:

- **Connection Fees:** Establish the treatment connection fee to be paid by the Town.
- **Monthly User Fees:** Establish monthly user fees charged to the Town.
- **Approval of Future Flows/Connections:** Specify a total amount of flow that Paradise can send to the Chico WPCP in the future. Identify the process for approving future connections.
- **O&M of Facilities:** The Town will be constructing a regional pipeline and a termination structure at the Chico WPCP. Define who is responsible for O&M and future repairs/replacements on these facilities.
- **Industrial Dischargers:** All Paradise industrial dischargers would be subject to the City of Chico's industrial pretreatment program. Identify how to implement that effort.

Table 7. Treatment Alternative Comparison Matrix

Category	Criteria ID	Criteria	Description	Scoring Guidance	Weight	Score			Weighted Score		
						Local - Land Application	Local - Miocene Canal	Regional	Local - Land Application	Local - Miocene Canal	Regional
Economic	EC1	Net Present Value	The present value (in \$ million) of the capital, O&M, and salvage costs associated with implementing each alternative.	Scores are created by linearly scaling between "0" for the highest cost and "10" for zero cost.	10	\$70.7	\$233.8	\$65.3	70	0	72
	EC2	Capital Costs	The capital costs (in \$ million) associated with implementing each alternative. Does not include collection system cost.	Scores are created by linearly scaling between "0" for the highest cost and "10" for zero cost.	10	7.0	0.0	7.2	56	0	59
	Total Economic Weight					20	Economic Subtotal			126	0
Social	SO1	Construction Impacts on the Community	Impacts on the community during construction (e.g., traffic, noise, dust)	10 – No significant impacts 5 – Moderate impacts 1 – High impacts 0 – Extreme impacts	6	3	5	7	18	30	42
	SO2	Permanent Impacts on the Community	Permanent impacts on the community from installed facilities (e.g., visual, noise, odor). Change in public/recreational access.	10 – No significant impacts 5 – Moderate impacts 1 – High impacts 0 – Extreme impacts	8	6	5	8	48	40	64
	SO3	Ongoing Monitoring or Mitigation Required	Likely ongoing monitoring and/or mitigation requirements to offset impacts to the community	10 – No ongoing monitoring/mitigation 5 – Moderate ongoing and/or compensatory monitoring/ mitigation 1 – High ongoing and/or compensatory monitoring/mitigation 0 – Extreme ongoing and/or compensatory monitoring/ mitigation	6	2	4	8	12	24	48
Total Social Weight					20	Social Subtotal			78	94	154
Environmental	EV1	Construction or Operational Impacts on Sensitive Resources	Construction or operational impacts to specific sensitive environmental resources (e.g., vernal pools, cultural resources), or on overall water quality, air quality, or watershed protection.	10 – No impact on endangered or threatened species 5 – Minimal impact on endangered or threatened species. Impact can be mitigated with off-site efforts 1 – Moderate impact on endangered or threatened species 0 – Significant impact on endangered or threatened species. Off-site mitigation not possible or not sufficient.	10	4	6	8	40	60	80
	EV2	Environmental Permitting Requirements	Ranking based on simplicity of permitting (i.e., shorter time required to obtain the permit), potential to avoid resources (and thus avoid permitting), and the predictability of obtaining a permit (some agencies are more difficult and unpredictable when it comes to issuing a permit).	10 – Very simple to permit or avoid resources 5 – Some permitting, but obtainable in reasonable time 1 – Extensive permitting, obtainable in an extended time 0 – Difficult to impossible to permit	5	1	5	8	5	25	40
	EV3	Permanent Loss of Agricultural Land	Butte County has an overall goal of maintaining agricultural land, and some alternatives result in permanent loss of the ability to farm the land.	10 – No permanent loss of ag land 5 – Moderate loss of ag land 1 – Significant loss of ag land 0 – Unacceptable loss of ag land	5	3	10	9	15	50	45
Total Environmental Weight					20	Environmental Subtotal			60	135	165
Implementation	IM1	Obtaining Non-Environmental Permits or Regulatory Approvals	Difficulty in obtaining non-environmental permits or agency approvals (e.g., an initial NPDES permit, railroad or CalTrans crossing permits, CalWater approval of Miocene Canal alternative)	10 – Very simple to obtain permits/approvals 5 – Significant permits/approvals, but obtainable in a reasonable time 1 – Extensive permits/approvals, obtainable in an extended time 0 – Difficult to impossible to permit	6	3	3	9	18	18	54
	IM2	Obtaining Political Approvals	Difficulty in obtaining political approvals or negotiating contracts	10 – Strong support from involved parties involving positive negotiations 5 – Medium support involving extended negotiations 1 – Reluctance from one or more involved parties 0 – One or more parties refuse to participate	8	9	7	7	72	56	56
	IM3	Cooperation of Local Landowners	Willingness of local agricultural landowners to use treated wastewater, or willingness of local landowners to sell their land (i.e., "willing sellers")	10 – Land owners eager to use recycle water or sell land, or no land owners involved 5 – Several land owners resistant 1 – Numerous land owners resistant 0 – Land owners likely to actively fight the project	6	3	3	8	18	18	48
Total Implementation Weight					20	Implementation Subtotal			108	92	158
Operational	OP1	Legal and Regulatory Requirements	Stringent legal and regulatory requirements (e.g., risk of future regulatory violations/fines). Potential for future increases in regulatory requirements (e.g., NPDES discharge permit limits).	10 – Project can readily meet future requirements 5 – Project somewhat susceptible to future requirements 1 – Project very susceptible to future regulatory requirements 0 – Project likely not able to meet future regulatory requirements	8	8	3	7	64	24	56
	OP2	Technical Complexity	Complexity of operation and maintenance. Often relates to the technical complexity of a treatment facility.	10 – Simple to operate and maintain 5 – Complex to operate and maintain 1 – Complex technologies requiring specially trained staff 0 – Very complex with high likelihood of O&M issues	6	5	2	9	30	12	54
	OP3	System Flexibility	Increases options for Operations to maintain system service, or for Maintenance to maintain assets. Improves system ability to adapt to changing demand and future expansion. Removes system bottlenecks.	10 – Numerous alternate operating modes 5 – Provides redundancy or an alternate operating mode 1 – Limited flexibility in responding to changes 0 – No flexibility in responding to changes	6	8	4	5	48	24	30
Total Operational Weight					20	Operational Subtotal			142	60	140
Total Weighting Factors					100	Total Weighted Score			514	381	748



Central Valley Regional Water Quality Control Board

04 November 2020

Kevin Phillips
Town Manager
5555 Skyway
Paradise, CA 95969

EVALUATION OF WASTEWATER TREATMENT PLANT OPTIONS, TOWN OF PARADISE, BUTTE COUNTY

The Central Valley Water Board (Board) is a state agency charged with protecting water quality, and it fulfills its mission by issuing permits to regulate facilities whose discharges may affect surface water or groundwater quality, including wastewater treatment plants. The Board understands that the Town of Paradise (Town), which has historically relied on individual onsite waste treatment systems in its business district and residential areas, is pursuing a municipal sewer system to serve these areas due to numerous instances of onsite wastewater treatment system failures.

The Board continues to strongly support the development of a municipal sewer system for portions of the Town, since a dependable sewer system is vital to the reestablishment of businesses and residences. In an effort to help expedite and support these efforts, Board staff approached Town officials to offer assistance, particularly with respect to discussion of technical feasibility, environmental permitting, and opportunities for financial support.

The Board understands that the Town is currently considering two options: a new local wastewater treatment plant, or regionalization with the City of Chico's wastewater treatment plant. The attached memorandum provides a qualitative evaluation of the factors affecting the options. Informing this evaluation is the Board's decades of experience that local wastewater treatment plants of the type being considered by the Town consistently struggle to comply with applicable regulatory requirements to protect groundwater and surface water. Furthermore, reliance on a limited rate base to sustain long-term buildout also raises significant concerns regarding the ability to develop a financing plan that would be eligible for state financial assistance. Therefore, based on this preliminary evaluation, it is the opinion of the Board's technical staff that the regionalization option presents an objectively more sustainable long-term solution to the

KARL E. LONGLEY SCD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

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this preliminary evaluation, it is the opinion of the Board's technical staff that the regionalization option presents an objectively more sustainable long-term solution to the Town's wastewater infrastructure needs. Due to the apparent overwhelming advantages of the regionalization option, it is the Board's strong recommendation for the Town to conserve limited financial resources and focus its feasibility analysis on the regionalization option.

The Board remains committed to assisting the Town in recovering from the devastation caused by the Camp Fire, and we recognize these decisions weigh heavily on local leadership. Furthermore, we stand ready to review any new relevant information, including additional analyses that may strengthen the case for a local option. However, the Board felt compelled to offer this candid assessment because we understand that the stakes involved in these decisions are incredibly high for the Town, its residents, and its future.

We hope these comments are received constructively, and we look forward to continuing to assist with implementation of a successful sewer project service the Town. Please contact me at (530) 224-3213 or at clint.snyder@waterboards.ca.gov if you have any questions.



Clint E. Snyder, P.G.
Assistant Executive Officer

BJS: mb

cc by email:

Patrick Pulupa, Executive Officer, Central Valley Water Board, Sacramento
Joe Karkoski, Deputy Chief, Division of Financial Assistance, SWRCB
Bryan Smith, Supervising Engineer, Central Valley Water Board, Redding



Central Valley Regional Water Quality Control Board

TO: Clint E. Snyder, P.G

FROM: Bryan J. Smith, P.E. **Bryan J. Smith, P.E.** Digitally signed by Bryan J. Smith, P.E.
 Supervising Water Resource Control Engineer Date: 2020.11.04 15:09:39 -08'00'
 Redding Office

DATE: 4 November 2020

SUBJECT: QUALITATIVE EVALUATION OF FACTORS AFFECTING WASTEWATER TREATMENT PLANT OPERATIONS, LOCAL FACILITY VERSUS REGIONALIZATION, TOWN OF PARADISE, BUTTE COUNTY

The Town of Paradise (Town) is seeking to establish sanitary sewer service to its core downtown business area. The ability to expand the service area to include surrounding residential areas in the future would also be desirable. Two main options are being considered by the Town to treat and dispose of the sewage that would be collected from the service area. The first option is a new wastewater treatment plant that would be located in the general vicinity of the Town of Paradise, and the second option is regionalization with the City of Chico's existing wastewater treatment plant.

This memorandum provides a qualitative evaluation of the factors affecting the options. The following table compares the two options by assessing considerations under a set of five factors. Based on this evaluation, the option for regionalization of wastewater treatment and disposal is subjectively more favorable, and it is recommended that this preliminary position be taken by State and Regional Water Board executive leadership.

Factors	Local WWTP	Regionalization
<u>Technical Considerations</u>		
Conveyance facilities.	Options such as the Miocene Canal would rely on existing infrastructure that is in poor condition or not of resilient design (e.g., wood-supported canal elements.) Complicated right-of-way acquisition likely involving numerous property owners.	A significant project, but relatively straight-forward and would use mostly public right-of-way.

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Siting	Due to the topography, geology and hydrology of the Paradise area, finding a suitable site for both treatment and disposal would be difficult. Although several candidate sites have been identified, all have limitations and require further and time-intensive analysis before determining adequacy.	Existing facility with room for growth. Not constrained by poor siting conditions.
Sizing and scalability	Due to the uncertainty in projecting redevelopment rates and trends in Paradise, and the flows generated from redevelopment, it would be necessary to design for a maximum predicted rate, even though flows will ramp up gradually, and may never reach the maximum rate. This would result in a WWTP that is oversized, at least for much of its useful life. Furthermore, if additional service area into the residential areas are desired in the future, expansion of the WWTP and conveyance infrastructure would be needed. Depending on available Rights of Way and treatment/disposal areas, suitable additional areas may not be available. Further, treatment processes may not be easily scalable without substantial redesign and reconstruction of WWTP elements. Expansion of the WWTP to accommodate larger, future flows would be costly. Alternatively, building a larger WWTP and initially operating at reduced capacity is technically challenging, wasteful of energy, and unnecessarily costly.	Scalable. Pipeline to Chico can be cost-effectively sized to accommodate a large range of flows. Chico WWTP is relatively large and should be able to accommodate a range of flow options from Paradise, including low initial flows that ramp up over time. Chico WWTP treatment and disposal design is more flexible than a local Paradise WWTP
<u>Environmental Considerations</u>		
Groundwater impacts	Public health and groundwater impacts in the service area would be largely eliminated, however groundwater impacts are simply shifted to another location within the Paradise area, possibly resulting in even higher pollutant	Eliminates groundwater impacts from existing onsite waste treatment systems in the Paradise area that are largely due to geology and hydrology limitations (poorly suited soils, shallow bedrock, and high water table),

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	loading density. Does not address the underlying challenges for wastewater disposal in the Paradise area due to geology and hydrology limitations.	and insufficient lot sizes. Better opportunity for higher treatment quality and better options for reuse of treated wastewater and disposal.
Recycled water opportunities.	Depending on the level of treatment, recycled water could be made available to users, however it is not clear if a sufficient number of users are available, or that a recycled water delivery system would be feasible.	The City of Chico already provides recycled water for waterfowl habitat uses, and City staff have stated that expanded recycled water use would be desirable and may be pursued in the future. Revenue generated through regionalization with Paradise could make recycled water projects more feasible for Chico. State and Federal grants and loans may also be available to help fund expansion of recycled water efforts, and a regionalized wastewater system may rank higher than competing systems for project selection and favorable terms for grants and loans.
Level of treatment	A high level of treatment can be achieved, but would be relatively costly given the low economy of scale.	A high level of treatment can be achieved, and synergy is created by increasing the existing economy of scale. Creates opportunities for improvement at the Chico WWTP including tertiary filtration, denitrification, flow equalization, Sacramento River diffuser discharge improvements, recycling for wetlands and groundwater supply augmentation.
<u>Economic/Financial Considerations</u>		
Small rate payer base.	Higher initial cost for construction must be supported by small ratepayer base. Similarly, operation and maintenance for a full scale WWTP would have to be supported by small initial ratepayer base. Financial assistance, if available, would help for construction phase.	Lower initial cost for construction, but still must be supported by small ratepayer base. Relatively low operations and maintenance costs. Financial assistance, if available, would help for construction phase.
Scalability of treatment capacity.	Not easily scalable. WWTP would be sized for currently-proposed collection system. Adding additional service area in the future	Scalable. Pipeline to Chico can be cost-effectively sized to accommodate a large range of flows. Chico WWTP is relatively

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	<p>would necessitate expansion of the WWTP and conveyance infrastructure. Depending on available Rights of Way and treatment/disposal areas, suitable additional areas may not be available. Further, treatment processes may not be easily scalable without substantial redesign and reconstruction of WWTP elements. Expansion of the WWTP to accommodate larger, future flows would be costly. Alternatively, building a larger WWTP and initially operating at reduced capacity is technically challenging, wasteful of energy, and unnecessarily costly.</p>	<p>large and should be able to accommodate a range of flow options from Paradise, including low initial flows that ramp up over time. Chico WWTP treatment and disposal design is more flexible than a local Paradise WWTP would be.</p>
Financial assistance.	<p>Likely to receive less favorable consideration, or outright denial, especially if regionalization has similar or better overall feasibility. May not comply with State and Regional Water Board policies supporting regionalization of wastewater services.</p>	<p>State and Regional Water Board policies support regionalization of wastewater services. Likely to satisfy more financial assistance criteria and receive more favorable consideration.</p>
Operations expertise	<p>Has lower economy of scale for staffing the WWTP. Many municipalities already have trouble recruiting and retaining qualified wastewater treatment plant operators. Could be relatively more costly and challenging, especially for an advanced treatment plant that would require high certification level operators.</p>	<p>Benefits from economy of scale and leverages Chico's existing operations staff expertise and pool of qualified operators.</p>
Mutual benefit opportunities	<p>Limited opportunity for mutual benefit or cost sharing.</p>	<p>Many opportunities for mutual benefit and cost sharing. For example, depending on timing, it may be possible to save pipeline installation costs and reduce disruption and environmental impact by partnering with effort to install potable water pipeline down the Skyway. Other opportunities include enhancing Chico initiatives such as recycled water and groundwater augmentation.</p>

<u>Policy/Regulatory considerations</u>		
Compliance with State and Regional Water Board Policy	Policy requires evaluation of regionalization opportunities. If regionalization is found to be feasible, then a local WWTP would not comply and may be denied. Proposal does allow for limited recycled water use, depending on level of treatment, but marketability of the recycled water may be low.	Inherently meets regionalization policy. Greater opportunities for recycled water use in the Chico area, and increases the economy of scale for producing and finding markets for recycled water. Creates opportunities for groundwater supply augmentation.
Environmental review	Requires significant and time-intensive effort to study multiple treatment plant sites. Analysis likely to show relatively more significant impacts with less ability to mitigate. Other environmental review considerations are neutral between the two options.	Analysis of pipeline route is relatively straight-forward and impacts are likely more easily mitigated. Other environmental review considerations are neutral between the two options.
Permit approvals	Due to inherent uncertainty in siting and other considerations, and due to greater impacts to undeveloped lands, a more technically involved and time-intensive process to secure permit approvals is anticipated. Also additional uncertainty, given policy compliance issues discussed above.	Due to the more straight-forward scope of a regionalization option, there would be more certainty in securing permit approvals, and correspondingly smaller timeframes expected.
Surface water discharge	One variant of the local WWTP option includes a surface water discharge. Initiating a new surface water discharge is contrary to the goal of the National Pollutant Discharge Elimination System program, and may not be supported by the Regional Water Board.	Does not initiate a new discharge to surface waters, but does have the potential to incrementally increase the volume of treated wastewater discharged to the Sacramento River. However, the benefits of this option include opportunities to leverage the increase economy of scale and develop recycled water projects, groundwater supply augmentation, increased WWTP treatment performance, and other beneficial projects.
<u>Political/Social considerations</u>		
Legislative and Agency support	Has potential for high level of support by State legislators representing the area, interested in helping the Paradise community rebuild after the devastating Camp	Has potential for initial opposition by State legislators representing the area, interested in helping the Paradise community rebuild after the devastating Camp Fire, but

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	Fire. Has low Agency support due to potential inconsistency with existing plans and policies, especially regarding regionalization of utilities. Real concerns regarding the Town's ability to fund O&M costs post construction factor into low Agency support as well.	support may develop if regionalization option gains momentum and moves forward. Agency is supportive due to consistency with existing plans and policies, especially regarding regionalization of utilities, and reduced funding challenges post construction
Inter-jurisdictional coordination, and independence	Does not require coordination with City of Chico, and allows high level of independence.	Requires coordination with City of Chico, an inherent long-term relationship, and more limited independence.
Public support/opposition	May have more support by local community than the regionalization option. Both options would likely have a similar level of opposition based on environmental impacts and growth-inducing aspects.	May have less support in both communities than the local WWTP option. Both options would likely have a similar level of opposition based on environmental impacts and growth-inducing aspects.

Attachment A

Scope of Work

Phase 2 of the Paradise Sewer Project - Preliminary Engineering & Environmental Services

During Phase 1 of the Paradise Sewer Project (Project), a number of alternatives were analyzed, including several local alternatives and a regional alternative involving connection to the City of Chico's Water Pollution Control Plant (Chico WPCP). The following is the Scope of Work for Phase 2 of the Project, to be completed by HDR Engineering, Inc. under contract to the Town of Paradise (Town). The primary purpose of Phase 2 is to create an environmental document and perform preliminary engineering on the chosen alternative. The scope below is written assuming the Regional Alternative is chosen for implementation.

It is assumed that no additional alternatives will be introduced for analysis beyond those selected in Phase 1. Also, it is assumed that the duration of Phase 2 will be 18 months.

This scope consists of the following tasks:

- 2.1 Project Management
- 2.2 Engineering Support
- 2.3 Implementation Support
- 2.4 Public Outreach
- 2.5 Environmental Document Preparation
- 2.6 Supplemental Environmental Studies
- 2.7 Consultation and Environmental Permitting
- 2.8 Financing Support

Task 2.1 - Project Management

HDR will fulfill the following project management tasks:

- **Meetings:** Schedule meetings and prepare and distribute agendas and meeting minutes.
- **Invoice/Progress Report:** Submit a monthly invoice and accompanying monthly progress report.
- **Decision Log:** Prepare and maintain a Decision Log that will record decisions made by the Town in the presence of HDR (or communicated in writing by the Town). The Decision Log will be updated monthly and submitted as part of the monthly progress report.
- **Project Schedule:** Prepare and maintain a schedule for the project, from inception through final start-up. This schedule will be updated as needed.
- **Project Cost Estimate:** Maintain an overall cost estimate for the project, using the results from the engineering efforts as a basis.
- **Staffing:** Schedule and coordinate HDR team staff and resources to execute the work.
- **Quality Control:** Quality Assurance/Quality Control (QA/QC) reviews of project documents and analyses will be undertaken prior to their submittal to the Town. QA/QC will be implemented in accordance with HDR's quality management system.
- **Health & Safety (H&S):** Develop a H&S Plan as needed to perform field work. The H&S Plan will be updated as needed for changing field conditions.

Deliverables:

- Monthly invoice, monthly progress report, and decision log in PDF format, transmitted by email
- Project schedule
- Project cost estimate
- Health & Safety Plan (if needed)

Assumptions:

- Unless otherwise specified herein, deliverables will be provided in electronic format.

Task 2.2 - Engineering Support

Based on the results of Phase 1, further engineering details will be developed for the Regional Alternative, which consists of the following components:

- **Collection System** serving the Sewer Service Area (SSA) within the Town of Paradise
- **Export Pump Station** in the Town of Paradise, including chemical addition for odor control within the pipeline
- **Regional Pipeline** to the Chico WPCP, including an intermediate pump station, pigging facilities, maintenance access points, and trenchless crossings
- A **Termination Structure** at the Chico WPCP, including a flow meter, sampling station, and odor control

The primary focus of this task is to develop information for the Environmental Impact Report (EIR), in particular for the EIR's Project Description. It is assumed that HDR will develop conceptual layouts and figures for these components using available resources such as Google Earth and/or other aerial mapping software; no topographic surveying will be done.

Task 2.2.1 – Collection System

During Phase 1 of the Project, HDR completed a preliminary layout of the collection system. In Phase 2, HDR will fulfill the following related to the collection system:

- Develop figures for the collection system as needed for the Project Description, including pump stations
- Prepare a written description of facilities, construction methods, and on-going operation and maintenance
- Address questions related to the collection system as they arise

Deliverables:

- Input to the Project Description

Task 2.2.2 – Export Pump Station(s), Regional Pipeline, and Termination Structure

HDR will fulfill the following related to the Regional Pipeline:

- Develop preliminary figures for the Export Pump Station which will include locating potential areas to site the Export Pump Station(s), key pipeline crossings, air/vacuum release valve stations, pigging stations, and Termination Structure
- Create a written description of the facilities, construction methods, and on-going operation and maintenance
- Create a plan view figure of the pipeline alignment, which will include parcel lines, and public right of way (ROW) lines along roads (if readily available). Estimate permanent and temporary (construction) easements where needed. Potential staging areas will also be identified, for use during construction.

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- Create typical cross-sections of pipeline construction zones, showing trenches, layback areas, traffic lanes, etc.
- Determine truck routes for hauling unsuitable material away from the site.
- Address questions related to the export pump station(s), regional pipeline, and termination structure as they arise to provide a greater degree of assurance that information presented in the environmental documents is as accurate as possible.

Deliverables:

- Input to the Project Description

Assumptions:

- No potholing to find existing utilities is included in the scope.
- Because no significant additional engineering design work will be done during Phase 2, it is assumed that the Phase 1 construction cost estimates will continue to be used.

Task 2.2.3 – Other Engineering Efforts

HDR will fulfill the following engineering efforts:

- **Permits:** Develop a list of required permits (environmental, Union Pacific Railroad, Caltrans, etc.), including approximate lengths of time to obtain the permits. Key permits will be added to the project schedule and project cost estimate. Specific additional activities associated with key environmental permits are covered in the environmental task below.
- **Hydraulic Profile:** Prepare a preliminary hydraulic profile to determine the number of pump stations needed and the location of force main appurtenances such as air/vacuum release valves and pigging stations. Capture results in a Hydraulics technical memorandum (TM).
- **Construction Schedule:** For the EIR, develop a preliminary construction schedule, including seasonality of the work. Provide that input into the project schedule.
- **Cost Update:** Provide updated project implementation costs, based on the efforts above.
- **Tech Memo:** Capture the results of the above items into a single TM.

Deliverables:

- Technical Memorandum

Task 2.3 - Implementation Support

Implementation of the Regional Alternative by the Town of Paradise will involve developing a number of contracts or agreements. In particular, significant discussions will occur with the City of Chico. HDR will support the Town in these implementation efforts by doing the following:

- **Meetings:** Schedule, host, and prepare meeting minutes for key meetings
- **Draft Agreements:** Prepare draft memoranda-of-understanding (MOUs) and other agreements for consideration by others
- **Technical Support:** As needed, prepare technical analyses to answer questions raised during the implementation process

Deliverables:

- Agendas and minutes for meetings (18 assumed)

- Draft agreements (2 assumed)
- Technical memoranda (2 assumed)

Task 2.4 - Public Outreach

This task involves public outreach outside of the specific public meetings involved in preparation of the environmental document; those meetings are included in the Environmental Documentation Preparation task below. The Town has active public outreach going from its post-Camp Fire recovery efforts, and currently has assistance on public outreach from the firm Blue Flamingo, from the City of Chico. At the start of Phase 2, HDR will work with Town staff and (if appropriate) Blue Flamingo to create a brief Public Involvement Plan for the project. This plan will set forth specific public outreach actions by the HDR team that supplement the EIR efforts and coordinate appropriately with on-going Town public outreach efforts. One specific item that will be addressed in the Plan is the method to be used to conduct effective virtual public meeting.

HDR will then implement ongoing outreach activities, including:

- Develop public outreach materials (e.g., a flyer/handout, frequently asked questions (FAQ) sheet)
- Provide materials for upload to the Town website
- Facilitate up to four (4) in-person public workshops outside of the California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) process to review the project with the public and agency representatives
- Facilitate up to eight (8) virtual public update sessions

Deliverables:

- Draft and Final Public Involvement Plan
- Public outreach and website materials
- Agenda and presentation materials for four (4) public workshops and eight (8) virtual public update sessions

Assumptions:

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

Task 2.5 - Environmental Document Preparation

HDR will work closely with the Town and federal lead agency (collectively referred to herein as the lead agencies) as each of those lead agencies certifies and files both a compliant and legally sufficient state and federal environmental review for the Town of Paradise Regional System Connection Project. HDR will coordinate with the selected federal lead agency to determine what type of environmental review is necessary. Each lead agency has specific guidelines and criteria that must be followed. For example, if State Revolving Funds are used for federal funding through the Water Board, then it would be appropriate to apply the CEQA-Plus process (essentially using the CEQA document that is supplemented with air quality assessment completed using federal methodology and following Section 106 procedures for cultural resources).

This could result in a streamlined adoption by the federal lead agency upon completion, which would simplify coordination during planning. For the purpose of this Scope of Work, HDR has assumed a full EIR/Environmental Impact Study (EIS) process; however, HDR will work with the Town to develop an approach that has optimal flexibility to allow for change during the planning process.

Task 2.5.1 - Notice of Preparation / Notice of Intent

HDR will develop a Notice of Preparation (NOP) and Notice of Intent (NOI) based on the project description, project objectives, purpose and need, alternatives, and environmental constraints analysis. In this way, the NOP and NOI will disclose potential issues and impacts to be explored during scoping. HDR will coordinate with the lead agencies to identify Responsible, Cooperating, and Coordinating agencies and Tribes that might play a role in the CEQA or NEPA process. HDR will revise both the NOP and NOI based on comments received from the lead agencies. HDR will prepare the transmittal documentation, distribution list and reproduction for distribution of both the NOP and NOI.

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

Deliverables:

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

Assumptions:

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

Task 2.5.2 - Public Scoping Meeting and Scoping Support

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

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

Stakeholder List: HDR will obtain from the Town and City of Chico the agencies, organizations, and individuals that have previously indicated interest in the project. This list will be reviewed by the Town and supplemented by HDR, if additional stakeholders are identified. After the scoping process has been finalized, the stakeholder list will be modified by HDR. The stakeholders list will be modified by HDR once again after the end of the public review process.

Scoping Meeting Support: HDR will support the Town in conducting and facilitating an online public scoping meeting. For the purpose of this scope of work, it is assumed that one digital open house style scoping meetings

would be hosted with a 15-minute presentation about the project. Although a scheduled meeting will be planned at the beginning of the public scoping meeting, the recording would be saved in the digital project page.

Digitizing Project Information: At this point it is expected that public outreach will be predominantly if not fully virtual to gain necessary input from the public. This creates an opportunity for the Town to demonstrate transparency and compliance without expending extra costs or efforts with in-person meetings. HDR will design a virtual meeting room and include digitized project materials that the public member can interact with during the public scoping period. Such materials might include the NOP and NOI that can be reviewed online, a geospatial map of the project components and initial environmental resources, a FAQ memo, and an online comment form. Written comments can be collected throughout the scoping period.

HDR will prepare a draft and final presentation for the meeting and up to five (5) digital project materials, which of which will be printable, describing project elements. For the scoping meetings, HDR will be responsible for:

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

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

Deliverables:

- One meeting notice (draft and final)
- Meeting materials (sign-in, hand-outs, up to five (5) project meeting materials)
- One (1) Electronic Copy of the Administrative Draft/Final notes to Town offices

Assumptions:

- The Town will be responsible for posting, filing, and publishing of public notices associated with the Scoping Meeting
- HDR will develop scoping materials for the Town to post on its website. HDR will facilitate a virtual public meeting including a presentation and navigation within the virtual room of the meeting materials. HDR will save the recorded presentation and guide to the scoping page to allow members of the public to revisit throughout the public scoping period.
- Assume public comments/questions will not be received during the meeting
- The Town will provide a point of contact to receive clarifying questions or comments
- This scope of work does not include a stenographer or transcriber at the public meetings to record public comments

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

Deliverables:

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

Assumptions:

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

Task 2.5.3 - Prepare Project Description

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

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

Deliverables:

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

Assumptions

- Selection of alternatives will be finalized in Phase 1 and will include the Proposed Action/Proposed Project and two alternatives: the No Project/No Action Alternative and up to two (2) additional action alternatives within the boundaries of the localized treatment option.
- Following submittal of a first draft of the project description, the lead agencies will provide HDR with a consolidated set of comments. HDR will update the document per the comments received and transmit a revised second draft of the project description with response to those comments. HDR will host an In-Progress Review meeting with the lead agencies to review responses and address outstanding conflicts. Final revisions will be made real time with the project review team.
- The project description and alternatives description chapter will be agreed upon by the lead agencies as well as Cooperating/Responsible agencies prior to initiating the environmental impact analysis (Phase 2, Task 2.5.4).

Task 2.5.4 - Administrative Draft CEQA / NEPA

Document Outline

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

- An outline of the executive summary
- A definition of terms to streamline the CEQA/NEPA cross-cut review
- A description of the project to meet both CEQA and NEPA content requirements

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

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- Project Objectives, Purpose, and Need
- A description of the alternatives screening process including alternatives to be described fully and carried forward in the CEQA and NEPA analysis as well as a description of those alternatives found not to meet the project objectives, purpose, and need
- Identification of CEQA and NEPA environmental resource topics to be evaluated for the Proposed Action/Proposed Project, the No Project/No Action Alternative, and up to two additional alternatives within the boundaries of the localized treatment option
- Environmental setting of each resource topic effectively addressing the Existing Conditions (CEQA) and Affected Environment (NEPA)
- Regulatory setting for each resource topic
- Impact analysis for each resource topic for the three alternatives noted above
- Cumulative effects analysis
- Other required CEQA considerations
- Other analysis required per NEPA
- Summary of findings for both CEQA and NEPA
- References
- List of preparers
- Appendices

The scope of analysis in this EIR/EIS is the infrastructure establishing the Town of Paradise collection system, and pump stations, piping and infrastructure connecting the Town to the existing Chico WPCP. As part of the annotation for the resource identification and impact analysis outline, HDR will draft technical evaluation guidelines to clearly discuss both the CEQA and NEPA impact conclusions. HDR will provide, or otherwise make recommendations for, adjustment to the CEQA Thresholds of Significance for each topical area that will be used in the finding of significance both before and after mitigation is proposed.

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

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

Deliverables:

- Draft Annotated Outline
- Technical Evaluation Guidelines

Assumptions

- If possible, an in-person working session will be hosted in HDR's Sacramento office including the HDR team and the project review team. COVID-19 social distancing and facial mask protocols will be followed for in-person meetings. If an in-person meeting is not possible or comfortable to the collective team, HDR will host a WebEx meeting.

Environmental Analysis Sections

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

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

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- **Population/Housing** –This project could lead to new opportunities for population and housing in the service area. The potential impacts to population and housing will be analyzed under Growth Inducing Impacts. The EIS/EIR will consider the balance of current housing against WWTP capacity and how the Town is positioned to grow. It is not anticipated that siting of the project would lead to housing displacement.
- **Public Services** - Based upon our current understanding of the proposed activities, it is not anticipated that there will be a substantial change to public services.
- **Recreation** - Based upon our current understanding of the proposed activities, it is not anticipated that there will be a substantial change to recreational resources.
- **Transportation** – Because the project includes connection to the existing Chico WPCP, no additional traffic counts or models are warranted. The transportation analysis will include a comparison between baseline and construction impacts for the collection system, piping and infrastructure. Changes to operations of the Chico WPCP will most likely involve too few vehicles (e.g., <50 employees) to have a noticeable impact. The impact analysis for construction would consider roadway closures needed, multiple day closures, and seasonal changes.
- **Tribal Cultural Resources** – HDR will assist the Town in follow-up discussions with Tribes to focus the discussion of impacts to those TCRs that are critical to the ongoing practice of traditional life ways and document such issues in the EIR/EIS.
- **Utilities/Service Systems** – This project will introduce a new utility and service system, which will be analyzed. Construction will also require consideration of waste streams and related capacity. Construction and operation will both raise demands on water supply and power utilities.
- **Wildfire** – The construction and operation of the WWTP is not expected to result in an increase in wildfire for the area. The analysis will note the emergency response and evacuation plan for the WWTP.
- **Socioeconomic Effects** – Although people were displaced in the 2018 fires and previous demographic information is no longer useful, the public outreach processes included in this project will provide valuable input to the development of the socioeconomic effects analysis. HDR will use data collected from the Town and City to characterize current conditions and anticipated impacts of the new infrastructure and connection.
- **Environmental Justice** – Using available population information, HDR will identify minority and low-income populations that may experience disproportionate high and adverse effects from the project. Identifying EJ populations will be a focus area of public outreach as well.
- **Growth Inducement** – It is recognized that this project could lead to new growth in the area as well as retention. The design of the facility, and overall system, will consider that growth potential and the EIR/EIS will analyze the related impacts, adverse and beneficial, that could result.
- **Cumulative Effects** – The EIR/EIS will analyze the past, present, and reasonably foreseeable actions that have affected or will affect the same resources potentially affected by the proposed infrastructure and connection. The effects of the project will be considered in the context of these projects. It is important to note that since this project is part of a much broader restoration of the Town of Paradise, the cumulative impact analysis is anticipated to be robust and comprehensive. HDR will develop the scope of this analysis at the kickoff meeting by identifying the temporal and geographic boundaries of the analysis. It is assumed that the cumulative effects analyses will be conducted qualitatively.

For each of the resources identified, HDR will:

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

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

Deliverables:

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

Assumptions:

- Other CEQA Considerations Sections: Other required sections (e.g., short-term vs. long-term, irreversible and irretrievable, issues found not significant, references, acronyms, and appendices) will be prepared. It also is assumed that the EIR/EIS will include a section for addressing those effects that have no substantially (significant) adverse effect.
- Other Required NEPA Analysis: Per the NEPA requirements, HDR will evaluate the proposed activities associated with the Town of Paradise WWTP System Project with regard to (a) the relationship between local short-term uses of the environment and long-term productivity; (b) irreversible or irretrievable commitment of resources; and (c) incomplete or unavailable information.
- The Proposed Action/Proposed Project and two alternatives: No Project/No Action Alternative and up to two (2) additional alternatives within the boundaries of the regional treatment option, will be analyzed in this EIR/EIS.
- No further field or supplemental studies are proposed during this subtask.
- Technical appendices will be limited to detailed technical data used to develop the impact analysis. Based on the results of the Phase I environmental constraints analysis, Task 2.6, below, includes technical studies that would be needed to support the CEQA and NEPA analysis. The results of those studies would be incorporated into the draft environmental document and/or appended to the document, as appropriate. Analyses will be incorporated into the main body of the EIR/EIS.
- No visual renderings will be required to assess the impacts on aesthetic resources. If found necessary during public scoping or otherwise, HDR will negotiate scope with the Town.
- The scope of the analysis does not include broader Chico WPCP expansions or change or expansion of the Sphere of Influence.
- The CalEEMod model will be used to assess the anticipated air quality and greenhouse gas emissions. No other field surveys or measurements will be conducted.

- No noise measurements or traffic counts will be collected.
- No modeling is required to assess effects of the alternatives on hydrology or water quality.
- For the purpose of this scope of work and basis of cost, it is assumed that the document will be reviewed as a complete set; however, as a time-saving strategy, HDR can work with the Town to develop a staggered review process optimizing data and reviewer availability around project milestones.

Task 2.5.5 - 2nd Administrative Draft EIR / EIS

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

In line with this iteration, factoring in the input received from the project team during the First Administrative Draft EIR/EIS review, HDR will prepare a Mitigation Monitoring and Reporting Program (MMRP) in compliance with CEQA Guidelines Section 15097 documenting each of the mitigations required to avoid impacts to the environment, responsible party, and timeframe for implementation.

Deliverables:

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

Assumptions

- No substantive new analysis or additional technical studies will be warranted to revise the EIR/EIS.
- The Second Administrative Draft EIR/EIS In Progress Review will be in person at the Town offices. It is assumed this meeting will be a full day and attended by up to two (2) HDR team members.

Task 2.5.6 - Public Draft EIR / EIS

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

HDR will draft the legal ad and coordinate with one (1) publication in up to two (2) local newspapers about the availability of the Draft EIR/EIS and about upcoming public meetings. HDR will provide a hard copy to one local library.

Deliverables:

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

Assumptions:

- The Town will retain five (5) copies of both the hardcopy and CD versions of the Public Review Draft EIR/EIS.
- HDR is responsible for printing hard copy documents and producing CDs of the Public Review Draft EIR/EIS.
- HDR will mail up to 30 paper copies and 30 CDs of the environmental documents using non-priority mail service with return receipt verification or similar verification process.

- No special delivery is required for mailing documents/CDs, only return receipt verification.
- The NEPA Lead Agency will be responsible for publishing the Federal Register Notice.

Task 2.5.7 - Public Meetings Associated with the EIR

HDR will provide the following support for up to two (2) public meetings held during the Draft EIR/EIS public review period. If in-person meetings are possible, these meetings will still include a digitized approach so as to carry forward the format and simplify public review. This further allows for a heightened ability to collect project information and document the commenting process. If in-person meetings are not possible, HDR will update the project website to include a Draft EIR/EIS Public Hearing site with updated project information, in line with that described in Task 2.5.2. HDR will attend and participate in a public hearing style meeting and include a brief overview of the meeting's purpose, ground rules, and agenda at the beginning of the meeting. A brief presentation will be made by HDR regarding the environmental process, a summary of the range of alternatives analyzed the public comment procedure, and the process to produce the Final EIR/EIS. HDR will draft a presentation, up to five (5) handouts/posters or digitized meeting materials. HDR will participate in up to two (2) two-hour preparation teleconferences and one (1) dry run in-person meeting held before the first meeting. The final presentation, as presented, will be recorded and saved to the project website allowing members of the public to visit the site during the public review period.

Deliverables:

- Public meeting PowerPoint presentation
- Up to 30 copies of meeting materials or handouts
- One (1) copy of posters

Assumptions:

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

Task 2.5.8 - Final EIR / EIS

HDR will prepare a response to comments received document on the Public Review Draft EIR/EIS to incorporate into the Final EIR/EIS. Due to the uncertainties associated with the magnitude and extent of the comments, HDR will review the comments received and confirm that the level of effort is consistent with the expectations in our cost assumptions. HDR will host one (1) Comment Response Workshop with the project team to discuss and allocate comments received.

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

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

Deliverables:

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

Assumptions:

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

Task 2.5.9 - Resolution, Findings and Statement of Overriding Considerations

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

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

Deliverables:

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

Assumptions:

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

Task 2.5.10 - Environmental Team Management and Meetings

This task addresses the specific management and meetings needed to facilitate the Task 2.5 environmental review. This task does not include the full project kickoff meetings, other design integration meetings, or other meetings already noted under Task 2.1.

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

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HDR will host a Task 2.5 Environmental Review Kick-off Meeting with the environmental team. The project manager, design manager, GIS manager, and Town Project Manager will also be invited to this meeting. The objective of this meeting is to set the vision of the environmental review process; clearly define the project for the interdisciplinary technical experts; identify uncertainties, potential areas of change during the planning process, and technical risk areas; and ultimately gain a common understanding and endorsement by the team. During this meeting, HDR will present the results of Phase 1 of the project including an overview of the project and alternative and historic decision-making that bring us up to date. We will review the results of the constraints analysis and provide an overview of the required agency coordination. We will use a GIS format for some of this meeting to facilitate a hands-on and tactical discussion of issues.

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

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

As noted under Task 2.5.4 (Administrative Draft EIR/EIS), an in-person working session will be hosted to review the technical approach to each resource analysis with key members of the project review team. The value of this session is to make adjustments together with regard to our approach and focus of each section before we move into the ultimate analysis. Under Tasks 2.5.3 (Project Description) and 2.5.5 (Second Administrative Draft EIR/EIS), HDR will host in-person In Progress Review meetings with the project team at specific points of the planning process. And lastly, under Task 2.5.8 (Final EIR/EIS), HDR will host a comment resolution workshop to discuss, assign, and respond to comments from the draft public review period. These are each noted here but are included in the noted scopes and budgets above.

HDR will help prepare, attend, and participate in public scoping (defined under Task 2.5.2) and Draft EIR/EIS public hearings (defined under Task 2.5.7).

The Town will conduct a public hearing to certify the Final EIR portion of the EIR/EIS. This hearing will likely be held at a regularly scheduled Town Council meeting. HDR will prepare a PowerPoint presentation to be given at the meeting by Town staff. Additionally, HDR will draft the CEQA Resolution, as defined under Task 2.5.9. Up to three HDR staff will attend the meeting to respond to comments.

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

Deliverables:

- Task 2.5 Environmental Review Kick-off Meeting Notes
- Project Instructions for the environmental interdisciplinary team
- Task 2.5 Environmental Review Project Schedule (up to three (3) iterations through project)

Assumptions:

- The Task 2.5 Environmental Review Kick-off Meeting will be held in HDR's Sacramento office in person and will include up to 10 HDR team members.
- HDR will provide meeting notes from the Task 2.5 Environmental Review Kick-off Meeting.

- Subsequent meetings (up to 12) will be hosted via teleconference including the technical resource leads (up to 10 HDR team members). Due to the informal nature, meeting notes will not be generated during these meetings.
- In-Progress Review meetings and working sessions are noted here; however, the scopes and budgets are defined under subsequent tasks.
- Likewise, public meetings are noted here; however, the scopes and budgets are defined under Tasks 2.5.2 and 2.5.7.
- The administrative record will be maintained and submitted in electronic format. While an index will be used to organize the record, indexing coding will not be warranted.

Task 2.6 - Supplemental Environmental Studies

Based on the results of the Phase I Environmental Constraints Review, HDR will conduct a detailed habitat assessment (excluding fish passage assessment, elderberry mapping for Valley Elderberry Longhorn Beetle (VELB), and evaluations of whether additional permits for other state listed species such as Foothill Yellow-Legged Frog (FYLF) and California black rail will be required), protocol Swainson's hawk surveys, and aquatic resources delineation. No rare plant surveys are proposed at this time.

State and federal compliance requires agencies to identify the significant environmental impacts/adverse effects of their action and to avoid or mitigate those impacts/effects, if feasible. Impacts to important cultural resources is an impact on the environment. Based on the results of the Phase I Environmental Constraints Review, HDR will also conduct an archaeological and historic built environment field survey for the preferred alternative within the Regional project footprint, including segments not previously surveyed and documented in the historic records search completed in Phase I.

Deliverables:

- Swainson's Hawk Survey Technical Report
- Aquatic Resources Delineation Report
- Rare Plant Survey Technical Report
- VELB Technical Memorandum
- Draft and Final Cultural Resources Technical Report (to be appended to the EIR/EIS)

Assumptions:

- Habitat Assessment can be conducted by two (2) biologists over three (3) consecutive days
- Aquatic Resources Delineation can be conducted by two (2) biologists over two (2) consecutive days
- No Rare Plant Survey is included in the scope of work at this time.
- Protocol Swainson's hawk surveys and other evaluations of potential habitat for state-listed species will determine whether a 2081 Incidental Take Permit (ITP) will not be required. It is assumed for the purpose of this scope that an ITP would not be warranted and is thus not included in this scope of work.
- Based on areas excluded due to previous survey coverage, the intensive pedestrian survey will cover an estimated 80 percent of the 1,341-acre service area and 35.8 miles of pipeline alternatives outside of the service area. Fieldwork and resource documentation will take a four-person field crew approximately 15 field days.
- The findings of the species and habitat specific surveys will be documented, as noted under Deliverables. The findings of the habitat survey will be captured directly in the EIR/EIS.

- A standard intensive pedestrian survey will be conducted for only the preferred alternative Regional project footprint (collection system, Skyway Road, to the existing Chico WPCP), excluding areas which were subject to a survey meeting current professional standards and conducted within the past 10 years (as determined by the records search completed for Phase I). Alternative and subalternative alignments are not included in this survey.
- The remaining alternatives will be subject to a cursory "reconnaissance-level" survey in order to assess the presumed cultural resource sensitivity of each alternative. Noted variables will include, among others, topography and slope, proximity to a water source, toolstone and bedrock exposures, and the absence/presence of historic roads and structures. Please note, a reconnaissance survey does not meet the standard for a historical resource/historic property identification effort under either CEQA or Section 106 of the National Historic Preservation Act. Accordingly, should one of the non-preferred alternatives be ultimately selected, an additional effort will likely be necessary.
- Previously recorded and newly discovered cultural resources will be fully documented on California Department of Parks and Recreation (DPR) 523 series forms.
- No more than 20 cultural resources, inclusive of the known resources previously recorded within the preferred alternative, will require documentation during the survey.
- To the extent possible, recommendations for California Register of Historical Resources (CRHR) and National Register of Historic Places (NRHP) eligibility will be made; however, these recommendations, when possible, will be made at the survey level only and no subsurface investigations are proposed. An additional effort may be necessary to assess the significance of unevaluated resources which cannot be avoided by the project.
- A single cultural resources technical report will be prepared meeting both state and federal standards and following the California Office of Historic Preservation's Archaeological Resources Management Report Guidelines.
- Identification of Tribal Cultural Resources will be determined through consultation with interested Tribes and Tribal participants. Identified TCRs will be included in the technical report, no stand-alone tribal study report will be prepared.
- No federal or state land-managing agency permits (Archaeological Resources Protection Act (ARPA) permit, Bureau of Land Management (BLM) Fieldwork Authorization, etc.) will be required.

Task 2.7 - Consultation and Environmental Permitting

HDR will participate in up to six (6) agency meetings with funding agencies or regulators. Up to three (3) team members will participate in each of these meetings.

Based on the results of the Phase I Environmental Constraints Review, HDR found that the following permits would be needed:

- Section 1602 Lake and Streambed Alteration Agreement for trenchless pipeline crossings (HDD)
- Biological Assessment for impacts to anadromous fish, vernal pool crustaceans, VELB, and giant garter snake (GGS) pursuant to Endangered Species Act Section 7

Deliverables:

- Meeting Agenda prior to each meeting
- Meeting Notes from each meeting
- Draft and Final Section 1602 LSAA application

Item 6c Attachment 3

- Draft and Final Biological Assessments (BA) for anadromous fish (NMFS and USFWS), vernal pool crustaceans, VELB, and GGS

Assumptions:

- Will only start preparation of 1602 when full project description and 65% design is available
- Only one revision to impact maps prior to submittal, and no changes to project description post-submittal
- Only one (1) round of agency comments and revisions
- Based on at minimum 200 feet distance between HDD entry pits and aquatic features, informal consultation will be adequate for anadromous fish, vernal pool crustaceans, VELB, and GGS
- No more than 40 hours of coordination time with agencies will be adequate for 1602 and BAs.

Task 2.8 – Financing Support

This task covers HDR's efforts related to helping the Town obtain additional grant funds, and then meeting requirements from those funding agencies that might come up during Phase 2. During Phase 2, there will be a significant focus on lining up Phase 3 (Design) and Phase 4 (Construction) funds. Efforts will include:

- Support the Town in meeting requirements for Phase 2 funding from the Department of Financial Assistance.
- Support the Town in working with the Central Valley Regional Water Quality Control Board and the Governor's office on a direct appropriation. Attend meetings as required; prepare agendas and minutes for those meetings (24 meetings assumed).
- Identify and help pursue other grant sources, in close coordination with the Town's Grant Administrator. Attend meetings as required; prepare agendas and minutes for those meetings (10 meetings assumed).
- Attend monthly coordination meetings with the Grant Administrator and Town staff.
- Maintain a status summary of "Funding Sources for the Paradise Sewer Project."

Deliverables:

- Status table of "Funding Sources for the Paradise Sewer Project"
- Meeting agendas and minutes

Assumptions:

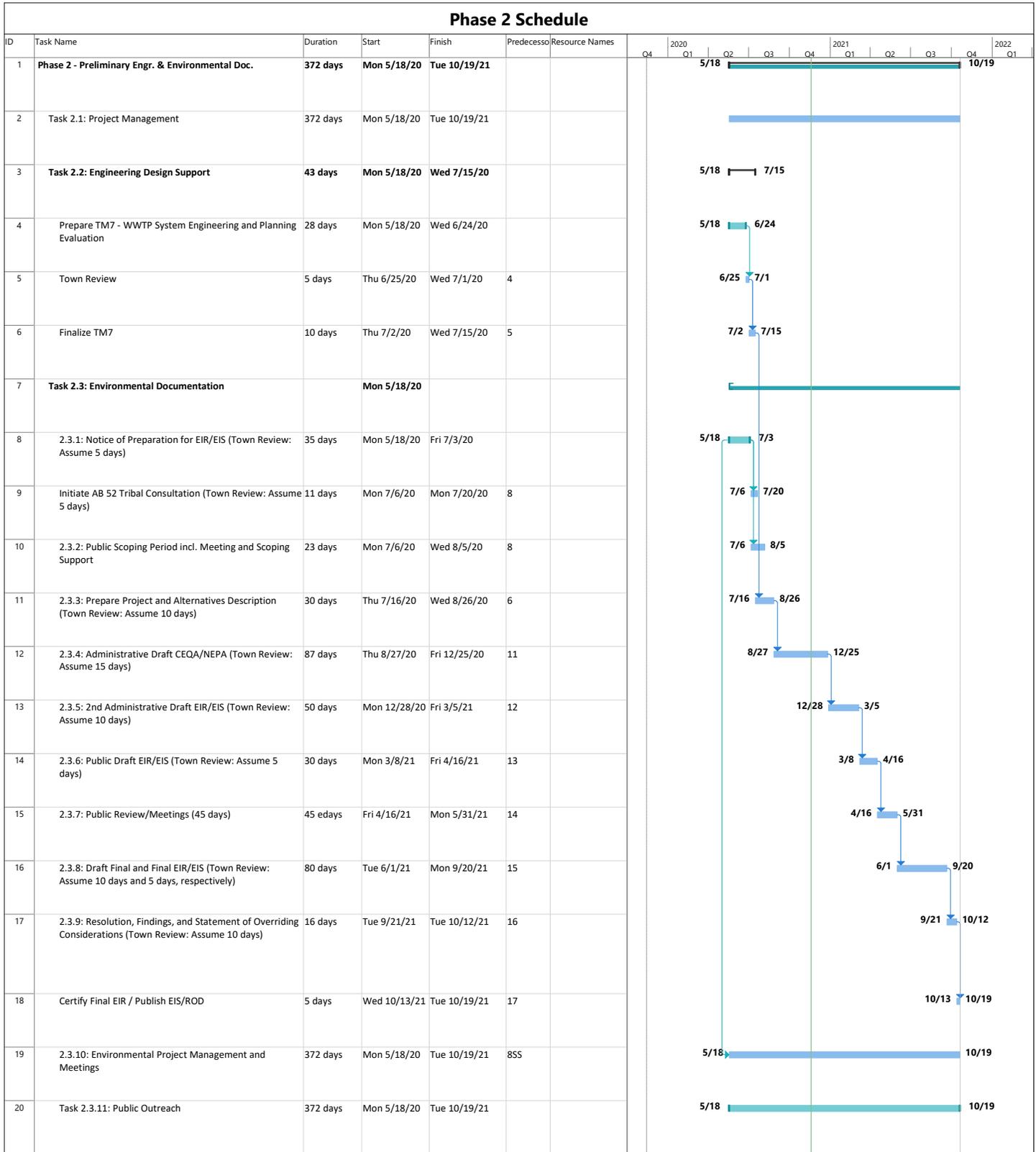
- Assumes a Phase 2 duration of 18 months

Item 6c Attachment 3 Phase 2 - Compensation

**Town of Paradise
Paradise Sewer Project - Phase 2
Preliminary Engineering & Environmental
Services**

	HDR LABOR		SUBCONTRACTORS				EXPENSES	
	HDR Labor Hours	HDR Labor	Subcontractor Bennett Engineering		Sub	Subs	Expenses	Total
	Total	Total	Hours	Cost	Mark Up	Total	Total	Cost
Task 2.1 - Phase 2 Project Management	664	\$170,586	-	\$0	5%	\$0	\$16,223	\$186,809
Project Management & Coordination	536	\$144,394				\$0	\$16,223	\$160,616
Quality Control	128	\$26,193				\$0	\$0	\$26,193
Task 2.2 - Engineering Support	764	\$ 230,028	158	30000	\$1,500	\$31,500	\$0	\$ 261,528
2.2.1 - Collection System	72	\$23,905	158	30000	\$1,500	\$31,500	\$0	\$ 55,405
Input to Project Description (Bennett)	-	\$0	158	\$30,000	\$1,500	\$31,500	\$0	\$31,500
HDR Review and Input	72	\$23,905				\$0	\$0	\$23,905
2.2.2 - Export P/S, Reg. Pipeline, & Term. Structure	436	\$121,259	-	0	\$0	\$0	\$0	\$121,259
Create Figures	252	\$60,883				\$0	\$0	\$60,883
Write Project Description	80	\$26,495				\$0	\$0	\$26,495
Pipeline Alignment Data (easements, etc.)	104	\$33,881				\$0	\$0	\$33,881
2.2.3 - Other Engineering Efforts	256	\$84,865	-	\$0	\$0	\$0	\$0	\$84,865
Utility Permits	72	\$26,039				\$0	\$0	\$26,039
Hydraulic Modeling	128	\$38,939				\$0	\$0	\$38,939
Construction Schedule	56	\$19,888				\$0	\$0	\$19,888
Task 2.3 - Implementation Support	300	\$102,190	-	\$0	\$0	\$0	\$0	\$102,190
Meetings	108	\$40,228				\$0	\$0	\$40,228
Draft Agreements	80	\$29,798				\$0	\$0	\$29,798
Technical Support	112	\$32,164				\$0	\$0	\$32,164
Task 2.4 - Public Outreach	416	\$92,015	-	\$0	\$0	\$0	\$0	\$92,015
Prepare Public Involvement Plan	32	\$8,964				\$0	\$0	\$8,964
Develop Public Outreach/Website Materials	160	\$31,938				\$0	\$0	\$31,938
Public Project Workshops (4 live, 8 virtual)	224	\$51,113				\$0	\$0	\$51,113
Task 2.5 - Environmental Document Preparation	3,172	\$669,316.06	-	0	0	\$0	\$ 10,729	\$ 677,661
2.5.1 - Notice of Preparation /Notice of Intent	100	\$16,683	-	\$0	\$0	\$0	\$630	\$17,313
Notice of Preparation	54	\$7,995				\$0	\$263	\$8,258
Notice of Intent	34	\$5,683				\$0	\$263	\$5,946
Tribal Notification Letters; follow up coordination	12	\$3,004				\$0	\$105	\$3,109
2.5.2 - Public Scoping Meeting and Scoping Support	328	\$55,009	-	\$0	\$0	\$0	\$2,625	\$57,634
Newspaper notices	12	\$2,142				\$0	\$525	\$2,667
Stakeholder List	4	\$840				\$0	\$0	\$840
Web Page Input	128	\$20,263				\$0	\$0	\$20,263
Scoping Meeting (1)	104	\$19,348				\$0	\$2,100	\$21,448
Draft Scoping Report	60	\$9,300				\$0	\$0	\$9,300
Final Scoping Report	20	\$3,116				\$0	\$0	\$3,116
2.5.3 - Prepare Project Description	216	\$41,536	-	\$0	\$0	\$0	\$334	\$41,870
Draft Project Description	92	\$16,585				\$0	\$0	\$16,585
2nd Draft Project Description + In Progress Review Mtg	20	\$4,676				\$0	\$334	\$5,010
Draft Alternatives Description	84	\$15,599				\$0	\$0	\$15,599
2nd Draft Alternatives Description	20	\$4,676				\$0	\$0	\$4,676
2.5.4 - Administrative Draft CEQA/NEPA	952	\$162,011	-	\$0	\$0	\$0	\$389	\$162,399
Annotated Outline + Technical Working Session	64	\$16,128				\$0	\$389	\$16,517
Admin Draft Env Setting Section	292	\$45,281				\$0	\$0	\$45,281
Admin Draft Impact Sections	496	\$81,312				\$0	\$0	\$81,312
Admin Draft Cumulative Impacts, CEQA/NEPA Considerations, Other	100	\$19,289				\$0	\$0	\$19,289
2.5.5 - 2nd Administrative Draft EIR/EIS	364	\$65,561	-	\$0	\$0	\$0	\$914	\$66,475
In Progress Review Meeting	60	\$12,347				\$0	\$914	\$13,261
2nd Administrative Draft EIR/EIS	304	\$53,214				\$0	\$0	\$53,214
2.5.6 - Public Draft EIR/EIS	240	\$43,681	-	\$0	\$0	\$0	\$788	\$44,468
Public Draft EIR/EIS	160	\$31,852				\$0	\$0	\$31,852
NOC and Summary Form (draft, final)	12	\$1,772				\$0	\$0	\$1,772
Federal Notice filing (draft, final)	38	\$5,624				\$0	\$0	\$5,624
Distribution of Public Draft EIR/EIS	30	\$4,433				\$0	\$788	\$5,220
2.5.7 - Public Meetings Associated with EIR	196	\$39,797	-	\$0	\$0	\$0	\$3,738	\$43,535
Preparation for Public Meetings	132	\$24,193				\$0	\$0	\$24,193
Public Meetings (up to 2)	64	\$15,604				\$0	\$3,738	\$19,342
2.5.8 - Final EIR/EIS	444	\$84,692	-	\$0	\$0	\$0	\$1,050	\$85,742
Draft Final EIR/S, Response to Comments	212	\$45,365				\$0	\$263	\$45,628
Final EIR/S	192	\$33,527				\$0	\$788	\$34,315
NOD and Summary Form (draft, final)	10	\$1,534				\$0	\$0	\$1,534
Federal Register (draft, final)	30	\$4,265				\$0	\$0	\$4,265
2.5.9 - Resolution, Findings, Statement of Overriding Considerations	56	\$9,560	-	\$0	\$0	\$0	\$0	\$9,560
Findings and Statement of Overriding Consideration (draft, final)	38	\$6,146				\$0	\$0	\$6,146
Resolution (draft, final)	18	\$3,414				\$0	\$0	\$3,414
2.5.10 - Env. Team Management & Meetings	276	\$48,402	-	\$0	\$0	\$0	\$263	\$48,664
Project Instructions; CEQA/NEPA Schedule (up to 3 iterations)	16	\$4,200				\$0	\$0	\$4,200
Administrative Record	44	\$5,841				\$0	\$0	\$5,841
Task 2.5 EIR/S Kickoff Meeting, Notes (Virtual)	40	\$7,390				\$0	\$263	\$7,653
Project Team Meetings (up to 12)	176	\$30,970				\$0	\$0	\$30,970
Task 2.6 - Supplemental Environmental Studies	1,324	\$182,886	-	\$0	\$0	\$0	\$14,033	\$196,919
Archaeological Survey	414	\$51,883				\$0	\$11,907	\$63,790
Native American Consultation (AB 52)	44	\$6,106				\$0	\$0	\$6,106
Cultural Resources Technical Report	224	\$30,562				\$0	\$0	\$30,562
Swanson's Hawk Protocol Surveys + Report	180	\$26,236				\$0	\$420	\$26,656
Aquatic Resources Delineation	126	\$17,271				\$0	\$420	\$17,691
Delineation Report	208	\$32,420				\$0	\$630	\$33,050
VELB + Tech Memo	128	\$18,408				\$0	\$656	\$19,064
Plant Survey + Report	-	\$0				\$0	\$0	\$0
Task 2.7 - Consultation and Environmental Permitting	410	\$69,606	-	\$0	\$0	\$0	\$0	\$69,606
Agency Meetings, Agendas, Minutes (up to 6)	56	\$13,696				\$0	\$0	\$13,696
1602 LSAA Application	130	\$20,188				\$0	\$0	\$20,188
USFWS Biological Assessment	112	\$17,861				\$0	\$0	\$17,861
NMFS Biological Assessment	112	\$17,861				\$0	\$0	\$17,861
Task 2.8 - Financing Support	160	\$55,715	-	\$0	\$0	\$0	\$0	\$55,715
Work w/ Regional Board and DFA	54	\$20,114				\$0	\$0	\$20,114
Identify/Pursue Other Funding Sources	70	\$22,191				\$0	\$0	\$22,191
Attend Monthly Coordination Meetings w/ Town Staff	36	\$13,409				\$0	\$0	\$13,409
Task 2 Total	7,210	\$1,469,958	158	\$30,000	\$1,500	\$31,500	\$40,985	\$1,542,443

Item 6c Attachment 3



Project: Paradise Schedule Draft Date: Thu 11/19/20	Task	Project Summary	Manual Task	Start-only	Deadline	↓
	Split	Inactive Task	Duration-only	Finish-only	Progress	→
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	→
	Summary	Inactive Summary	Manual Summary	External Milestone	◇	



Town of Paradise
Council Agenda Summary
Date: December 8, 2020

Agenda Item: 6 (d)

ORIGINATED BY: Susan Hartman, Community Development Director

REVIEWED BY: Kevin Phillips, Town Manager

SUBJECT: Town Council Adoption of a Text Amendment to Urgency Ordinance No. 595 Relating to Mandatory Hazard Tree Removal

LONG TERM RECOVERY PLAN: Standing Burned Trees on Private Property-Tier 1

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

1. Adopt Town of Paradise Ordinance No.____, “An Urgency Ordinance of the Town Council of the Town of Paradise Repealing Urgency Ordinance No. 595 and Adopting New Ordinance Relating to Requirements of a Mandatory Hazard Tree Removal Program Inside the Camp Fire Area”; **OR**
2. Direct an alternative directive to town staff.

BACKGROUND:

On March 10, 2020, the Town Council adopted Urgency Ordinance No. 595. Urgency Ordinance No. 595 repealed a related and prior adopted Urgency Ordinance No. 588 and adopted a new ordinance establishing further amended requirements of a mandatory hazard tree removal program applicable to affected properties following the Camp Fire.

ANALYSIS:

Tree cutting and removal work has commenced with both the Cal-OES Program and the Alternative Program upon properties throughout our Town having Camp Fire damaged trees and vegetation removed. As such it has been brought to staff’s attention that there exists a need for **temporary storage yards for equipment and vehicles** (“laydown yards”) but not including any tree/vegetation processing activity.

Existing temporary use permit regulations found within Paradise Municipal Code (PMC) Chapter 17.32 [Temporary Use Regulations] stipulate that the issuance of a temporary use permit authorizing a storage yard and/or equipment parking, outside of the Industrial Service zoning district, can only be on the site of an active construction project.

The extensive magnitude of hazard tree/vegetation removal currently underway and foreseen with these mandatory hazard tree removal programs necessitates fixed site locations of related program equipment and vehicles storage not only for security and availability reasons, but also, for minimizing traffic hazard and protecting our public's health and welfare by mitigating potential land use conflict(s). A similar ordinance amendment was made to the debris removal urgency ordinance which was successfully carried out and utilized by subcontractors in the debris removal program.

Staff has developed the attached proposed amended urgency ordinance that, if adopted by the Town Council, would repeal Urgency Ordinance No. 595 and replace it with a revised urgency ordinance that potentially allows general vehicle/equipment storage as a temporary land use in certain zones, subject to Town procurement of a temporary use permit, when associated with mandatory hazard tree removal program activities. Recommended text amendments to the ordinance are shown in "shaded" (additions) and "strike-out" (deletions) font.

FINANCIAL IMPACT:

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

Attachment

**TOWN OF PARADISE
ORDINANCE NO. _____
AN URGENCY ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
REPEALING ORDINANCE NO. 595 AND ADOPTING A NEW ORDINANCE
ESTABLISHING THE REQUIREMENTS OF A
MANDATORY HAZARD TREE REMOVAL PROGRAM**

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

Section 1. Ordinance No. 595 is repealed.

Section 2. The Town Council of the Town of Paradise, State of California does ordain as follows: Emergency Findings. This Urgency Ordinance is adopted pursuant to California Government Code Section 36934 and shall take effect immediately upon its approval by at least a four-fifths vote of the Town Council. The Council finds that this Ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

- A. Conditions of extreme peril to the safety of persons and property within the Town were caused by the Camp Fire, commencing on the 8th day of November, 2018, at which time the Town Council was not in session.
- B. California Government Code Section 8630 et seq. empowers the Town Director of Emergency Services (Director) to proclaim the existence of a local emergency when the Town is affected or likely to be affected by a public calamity, subject to ratification by the Town Council at the earliest practicable time.

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

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

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

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

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

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

24 H. On November 13, 2018, the Town Council adopted Resolution No.
25 18-42 ratifying the Director's proclamation of the existence of

1 a local emergency in the Town. The resolution also requested
2 that the State of California waive regulations that may hinder
3 response and recovery efforts, as well as make available
4 assistance under the California Disaster Assistance Act or any
5 other state funding, and that the Federal Government expedite
6 access to federal resources and any other appropriate federal
7 disaster relief program.

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

1 potential pollution of the drinking water downstream from the
2 Camp Fire area if weather conditions caused the spread of the
3 hazardous materials in the ash and debris of burned qualifying
4 structures. At the time, the County of Butte estimated that the
5 Camp Fire had destroyed 18,000 structures.

6 J. On November 21, 2018, Dr. Miller issued a Hazard Advisory
7 strongly suggesting residents should not reside on property with
8 qualifying structures damaged or destroyed by the Camp Fire
9 until the property had been cleared of hazardous waste, ash and
10 debris and certified clean by the Department of Public Health,
11 Environmental Health Division. When the evacuation orders were
12 lifted, the Department of Public Health provided residents who
13 chose to visit their property to collect valuables with re-entry
14 packets to improve their safety during the visit. The re-entry
15 packets included personal protective equipment and information
16 on the dangerous conditions and toxic materials present in the
17 Camp Fire area. The re-entry packets were intended to improve
18 public safety from the public health hazards encountered during
19 the visit, but was not intended to encourage long-term
20 habitation. The purpose of the Hazard Advisory was to address
21 the public health hazards present at the time in the Camp Fire
22 area, including (1) the enormous amount of fire debris present
23 in the Camp Fire area, (2) the hazardous materials and probable
24 radioactive materials present in ash and debris from qualifying
25 structures, (3) the lessened but still present threat of

1 infectious or communicable disease and/or non-communicable
2 biologic agents due to animal carcasses, radioactive waste and
3 perishable foods, (4) the potential contamination or destruction
4 of the residential and commercial water supply in the Camp Fire
5 area and (5) the potential pollution of the drinking water
6 downstream from the Camp Fire area if weather conditions caused
7 the spread of the hazardous materials in the ash and debris of
8 burned qualifying structures.

9 K. The Camp Fire to date has consumed 153,336 acres and has led to
10 the destruction of 13,696 residences, damage to 462 residences,
11 the destruction of 276 multiple family residences, the
12 destruction of 528 commercial buildings, damage to 102
13 commercial buildings, the destruction of 4,293 other minor
14 structures, and resulted in the evacuation of over 50,000
15 people. As a result, the Camp Fire has created an enormous number
16 of dead or dying trees.

17 L. The Town is located in a Very High Fire Hazard Severity Zone as
18 shown on the California Department of Forestry and Fire
19 Protection's Fire and Resource Assessment Program map dated
20 November 7, 2007.

21 M. The Town generally has a climate conducive to wildfires and is
22 prone to periodic dry summers and wind events. Hazard trees pose
23 a significant danger to the health, safety and welfare of the
24 public by fueling and propelling wildfires, thereby increasing
25 the potential for a severe fire and endangering lives, property

1 and the environment. Increasingly dry summers and severe wind
2 events further exacerbate the fire danger and have the potential
3 to result in catastrophic fire losses to life, property and the
4 environment.

5 N. Additionally, the Camp Fire created a fuel type conversion
6 whereby the Ponderosa Pine and mixed conifer forests have now
7 been converted to predominantly open land with grass and brush
8 regrowth. The understory grass and brush can precipitate the
9 start and spread of fire with hundreds of thousands of dead
10 trees still standing, many of which are within the urban
11 interface, to further add to the fire threat and intensity.
12 Dead trees that fall on the forest floor over time further
13 complicate the fire environment by adding large down, dead fuel
14 that will add to surface fire intensity and make control efforts
15 difficult.

16 O. Dead and dying trees pose a life hazard to firefighters, first
17 responders and the general public if exposed to fire or high
18 wind storm events. Standing trees that are dead or dying and
19 are adjacent to roads have an increased risk of falling onto the
20 roads during a wildfire disaster or high wind storm event as
21 compared to healthy trees. This endangers primary and secondary
22 evacuation routes in the Camp Fire area, which could lead to
23 increased loss of life during a future fire.

24 P. Of paramount importance to the Town Council and the residents
25 of the Town is the protection of lives and property from the

1 threat of fire, including proper maintenance of evacuation
2 routes and the safety of fire and law enforcement personnel
3 during wildfires.

4 Q. Dead and dying trees suffer an increased risk of pest
5 infestation, such as bark beetles. When dead or dying trees are
6 infested with pests, this also exposes the healthy trees in
7 close proximity. The healthy trees are then endangered by the
8 pests, which potentially creates more fuel for future fires,
9 which increases the future fire risks in the Camp Fire area.

10 R. The Town estimates over 100,000 trees must be removed from
11 approximately 11,500 private parcels adjacent to eligible roads.

12 S. 100 percent of businesses in the burn area were shut down after
13 the Camp Fire. Approximately 150 out of the 1,200 businesses
14 reopened 6 months later. This number does not include all home-
15 based businesses that were displaced as a result of the
16 residential structure burning in the Camp Fire. The survival
17 of new and existing businesses depends primarily on the
18 restoration of the purchasing power in the community. The loss
19 of 10,000 homes in the Camp Fire area and the subsequent
20 displacement of the residents severely reduces the customers for
21 businesses that sell goods and services locally and the
22 workforce available for businesses that produce goods and
23 services for export out of the Town. The severe reduction in
24 population dramatically reduces the ability for businesses to
25

1 recover, including the ability to remain a viable business
2 interest in the community.

3 T. State law provides property tax relief to homeowners impacted
4 by a natural disaster by reducing their assessed value. This
5 process provides for the removal of the value of the damaged
6 structure effective as of the date of the disaster. The fiscal
7 year 2019-20 roll will reflect 12 months of reduced value as
8 well as additional reductions to land value which could not be
9 adjusted mid-year. Over 50 percent of property tax revenues
10 support schools while the remaining taxes provide revenue to
11 local jurisdictions and special districts to provide critical
12 local services. The Town receives about 20% of total property
13 tax revenues. The State of California has committed to
14 backfilling property taxes for three years to account for the
15 substantial reduction in revenue to these agencies. The only
16 way for this critical revenue source to recover is for homes and
17 structures to be rebuilt and property values, and therefore
18 property taxes, to increase. Property tax is the primary
19 discretionary revenue source for the Town.

20 U. The health of the communities and local economies largely
21 depends upon repopulation; repopulation largely depends upon the
22 mindset of the public and their sense of security moving back
23 to their land. For example, if evacuation routes continue to
24 suffer from falling trees, residents will not have confidence
25 in their ability to evacuate safely during a future fire, and

1 will choose not to rebuild in the Camp Fire area. Without that
2 sense of security, people are moving elsewhere - which
3 negatively impacts the economy recovery of the region - both the
4 commercial economy and the property tax base for the Town.

5 V. The Town has received information from a certified arborist and
6 tree health expert company that has assessed trees rooted in the
7 public rights-of-way for tree mortality risk rating. The
8 arborists have generated a report and forms memorializing the
9 tree mortality data at the time of field reconnaissance and
10 inventory efforts on May 1, 2019 through August 31, 2019. One
11 of the purposes of the field reconnaissance effort was to
12 identify, inventory, and assess the risk of trees rooted in the
13 public rights-of-way within the Town that:

- 14 • Were damaged by the Camp Fire;
- 15 • Have a diameter of six inches or greater measured 4.5 feet
16 above ground level;
- 17 • Pose an immediate threat to life, public health and safety,
18 as a result of threatening public rights-of-way;
- 19 • Meet one or more of the following criteria:
 - 20 1. Have a split trunk;
 - 21 2. Have a broken canopy; or
 - 22 3. Is leaning at an angle greater than 30 degrees;
 - 23 and
 - 24
 - 25

- Is determined, under the professional opinion of the arborist, that the tree is a hazard consistent with criteria set forth in ANSI A300 (Part 9) known as the Tree Risk Assessment Standard.

W. For those trees which met the defined criteria, the arborists employed the ISA's Tree Risk Assessment methods to assess a tree's risk ratings, which was based on the health of the tree and the tree's relation to public rights-of-way.

X. Field reconnaissance and inventory efforts have found approximately 4,700 trees which met the defined criteria.

Y. The arborists have recommended removal of all hazard trees which meet the defined criteria and are rooted along the Town's rights-of-way.

Z. It is the opinion of the Town Fire Chief that the unprecedented level of hazard trees presents the following risks to life, public health and safety: (1) the risks of injury and/or death to Town residents on eligible roads and parcels due to falling trees; and (2) the increased threat of catastrophic wildfire to the Camp Fire area and surrounding area.

AA. A purpose of this Ordinance is to establish a Hazard Tree abatement program that protects the lives and property of the public living in and traveling through the Town, and the environment.

BB. The Town Council finds that Hazard Trees pose a danger to the health, safety and welfare of the residents in the vicinity of

1 any real property located throughout the Town for the reasons
2 set forth above. Therefore, all Hazard Trees located on real
3 property within the Town are deemed a public nuisance and pose
4 a hazard to the safety of the landowners, residents in the
5 vicinity, users of roads and to the public generally.

6 CC. It is imperative that the Town implement immediate and
7 aggressive measures to identify and fell the trees that are dead
8 and dying as a result of the Camp Fire to immediately eliminate
9 or reduce the risks to life, public health and safety,
10 infrastructure, forest health and the community at large.

11 DD. The Town Council has the authority to take action to protect
12 health, safety and welfare of the residents of the Town pursuant
13 to its police powers granted by Article XI, Section 7 of the
14 California Constitution.

15 EE. Hazard Trees as defined in Section 3.3 of this Ordinance include
16 trees that:

- 17 (1) are rooted on private property; and
18 (2) threaten eligible roads or parcels in the Town; and
19 (3) may cause physical injury or damage to persons or property
20 creates a serious public health and safety crisis and therefore
21 constitutes a public nuisance.

22 FF. It is essential that this Ordinance become immediately effective
23 (1) to mitigate the harm that could be caused to the public
24 health and safety and to the environment from the failure to
25 remove Hazard Trees and to facilitate the orderly response to

1 the Camp Fire disaster; and (2) to allow the fastest possible
2 transition of homeless and displaced residents to repopulate the
3 Camp Fire area.

4 Section 3. MANDATORY GOVERNMENT HAZARD TREE REMOVAL PROGRAM,

5 is hereby added to read as follows:

6 **Section 3.1. Hazard Tree Removal Program.**

7 Any tree that was fire damaged in the Camp Fire and that is in
8 imminent danger of falling onto an eligible road or parcel is a
9 hazardous tree that must be removed to eliminate the imminent threat
10 to the public at large. This Ordinance establishes a hazard tree
11 removal program that is mandatory and sets forth the manner in which
12 hazardous trees will be identified and removed.

13
14 **Section 3.2. Effective Period.**

15 Hazard Tree removal program shall take effect immediately upon
16 adoption of this Ordinance and shall remain in effect until the
17 removal of Hazard Trees has been completed.

18 **Section 3.3 Definitions.**

19 "Town Council." The term "Town Council" shall be defined as the Town
20 Council of the Town of Paradise.

21 "Enforcement Officer." The term "Enforcement Officer" shall be
22 defined as the Town Manager of the Town or his/her designee(s). Such
23 designee(s) may be a Town employee(s) or third-party provider(s).

24 "Town." The term "Town" shall be defined as the Town of Paradise.
25

1 "Government Hazard Tree Removal Program." The term "Government Hazard
2 Tree Removal Program" shall be defined as the Hazard Tree Removal
3 Program operated by the California Office of Emergency Services
4 (CalOES) for the Camp Fire area in conjunction with Butte County, the
5 Town of Paradise, and other state and federal agencies.

6 "Government Hazard Tree Removal Program." The term "Government
7 Hazard Tree Removal Program" shall be the Hazard Tree Removal
8 Program operated by the California Office of Emergency Services
9 (CalOES) for the Camp Fire area in conjunction with other state
10 and federal agencies.

11 "Government Hazard Tree Removal Program Right of Entry Permit." The
12 term "Government Hazard Tree Removal Program Right of Entry Permit"
13 shall be defined as the permit for providing Hazard Tree removal on
14 private property approved by CalOES for use in the cleanup after the
15 Camp Fire.

16 "Arborist." The term "Arborist" shall be defined as an ISA Certified
17 Arborist with a Tree Risk Assessment Qualification (TRAQ).

18 "Forester." The term "Forester" shall be defined as a Registered
19 Professional Forester, qualified pursuant to California Public
20 Resources Code section 752, "Professional Forester."

21 "Arborist's/Forester's Certification." The term
22 "Arborist's/Forester's Certification" shall be defined as a written
23 certification verifying that all Hazard Trees have been removed from
24 a parcel participating in the Private Tree Program. The certification
25

1 shall be made and executed by an Arborist and/or Forester as defined
2 in this Section. The Arborist or Forester shall provide evidence of
3 the required qualifications of this Section.

4 "Eligible Road(s) or Parcel(s)." The term "Eligible Road(s) or
5 Parcel(s)" shall be defined as a road, right-of-way or parcel included
6 in one of the following categories:

7 (A) a public road or right-of-way;

8 (B) an improved public property; or

9 (C) a private road or right-of-way that:

10 (1) connects two public roads;

11 (2) is primarily used as a right-of-way to a public
12 property; or

13 (3) was used for waste collection services.

14 Eligible Roads or Parcels are set forth in the map attached hereto
15 as Exhibit A.

16 "Hazard Tree." The term "Hazard Tree" shall be defined as:

17 A wildfire-damaged tree that in the professional opinion of an
18 arborist and/or forester:

19 A. has been so severely damaged by the Camp Fire that its
20 structural integrity is compromised; and

21 B. poses an imminent danger of falling onto an eligible road or
22 parcel.

23 For purposes of this Ordinance, "imminent danger" means the threat
24 of additional damage or destruction from an event which can
25 reasonably be expected to occur within five years.

1 A map reflecting eligible roads in the Town is attached hereto as
2 Exhibit A.

3 "Inspection Access Form." The term "Inspection Access Form" shall
4 be defined as the permit for providing access to the Enforcement
5 Officer to inspect private property of owners opting to use the
6 Private Hazard Tree Removal Program approved by the Town for use in
7 the cleanup after the Camp Fire.

8 "Private Hazard Tree Removal Program." The term "Private Hazard Tree
9 Removal Program" shall be defined as an alternative to the Government
10 Hazard Tree Removal Program, which provides the property owner with
11 the option of identifying and removing Hazard Tree(s) on their
12 property at their own cost.

13

14 **Section 3.4. Government Hazard Tree Removal Program.**

15 A. The Government Hazard Tree Removal Program will remove all Hazard
16 Trees at no out-of-pocket cost to the property owner. If a property
17 owner does not participate in the Government Hazard Tree Removal
18 Program, and there are Hazard Trees on their property, the owners
19 are required to remove such trees at their own cost.

20 B. To participate in the Government Hazard Tree Removal Program,
21 property owners must complete and submit a Government Hazard Tree
22 Removal Program Right of Entry Permit. The Government Hazard Tree
23 Removal Program Right of Entry Permit shall function as the sole
24 permit and authorization for participation in the Government Hazard
25 Tree Removal Program. Notwithstanding any contrary provision in

1 Paradise Municipal Code, no Town approvals or permits for Hazard
2 Tree removal are required for properties participating in the
3 Government Hazard Tree Removal Program, other than the Government
4 Hazard Tree Removal Program Right of Entry Permit.

5 C. If property owners whose property contains Hazard Trees do not
6 participate in the Government Hazard Tree Removal Program (at no
7 out-of-pocket cost to owner) or the Private Hazard Tree Removal
8 Program (all costs paid by owner), the Town Council will enforce
9 this Ordinance and charge the owners with any administrative and
10 abatement costs related to such enforcement as described below.

11 D. In implementing this program, property owners who have applied for
12 building permits shall be given priority in the Government Hazard
13 Tree Removal Program.

14 **Section 3.5. Public nuisance; violations.**

15 Maintaining a Hazard Tree is prohibited and constitutes a public
16 nuisance subject to this Ordinance. A violation of any provision of
17 this Ordinance shall be deemed to be a public nuisance and subject
18 to any enforcement process available at law.

19 **Section 3.6. Purpose.**

20 It is the intent of the Town Council that this Ordinance may apply
21 to the abatement of Hazard Trees threatening eligible roads or parcels
22 within the Town.

23 **Section 3.7. Private Hazard Tree Removal Program.**

24 A. As an alternative to the Government Hazard Tree Removal Program,
25 the Private Hazard Tree Removal Program provides the property owner

1 with the option of identifying and removing Hazard Tree(s) on their
2 property at their own cost. To participate in the Private Hazard
3 Tree Removal Program, a property owner shall submit either of (1)
4 an Inspection Access Form or (2) an Arborist's/Forester's
5 Certification for his or her property to the Butte County Right of
6 Entry (ROE) Center. Following the property owner's identification
7 and removal of Hazard Trees and submittal of an Inspection Access
8 Form, the Private Hazard Tree Removal Program shall require the
9 Enforcement Officer to make a visual confirmation of the removal
10 of the Hazard Trees on the subject property. This visual
11 inspection of compliance with the Private Hazard Tree Removal
12 Program shall be sufficient for meeting the requirements of this
13 Section. Whether the Hazard Tree removal is adequate shall be in
14 the sole discretion of the Enforcement Officer. In the
15 alternative, a submittal of an Arborist's/Forester's
16 Certification shall be sufficient for meeting the requirements
17 of this Section.

18 B. Notwithstanding anything herein to the contrary, in the Private
19 Tree Program, owners may choose to temporarily retain and process
20 felled Hazard Trees which were standing on their property. This
21 temporary retention and utilization by the owner shall be permitted
22 only to the extent felled Hazard Trees and incidental foliage,
23 slash, tree branches or limbs and chipped or mulched vegetation do
24 not constitute a fire hazard as prohibited by applicable law,
25

1 including but not limited to California Public Resources Code
2 section 4291 et seq., Title 19 of the California Code of
3 Regulations and Chapter 15.09 of the Paradise Municipal Code. Such
4 requirements include but are not limited to the following:

5 (1) In storing such Hazard Trees prior to utilization, an owner
6 shall be required to:

7 (a) maintain a setback of no less than 100 feet from any
8 inhabited building or structure;

9 (b) maintain a setback of no less than 30 feet from any
10 uninhabited building or structure; and

11 (c) maintain a setback around the parcel's property lines of
12 no less than 30 feet wide.

13 (2) If an owner utilizes felled Hazard Trees for wood chips, the
14 owner shall be required to spread the wood chips to a depth of no
15 greater than 3 inches while maintaining a setback of no less than
16 5 feet from any building or structure.

17 (3) If owner utilizes felled Hazard Trees for firewood, the
18 owner shall be required to cut and neatly stack firewood that is
19 ready for use in standard size wood stove or fireplace while
20 maintaining a setback of no less than 10 feet from any building or
21 structure.

22 If any temporary retention and utilization of Hazard Trees
23 constitutes a fire hazard, it is a public nuisance and may be
24 abated using any available legal remedy. If the owner chooses to
25 temporarily retain and process the felled Hazard Trees, the owner

1 is required to utilize such Hazard Trees prior to the Enforcing
2 Officer's visit to the property to confirm compliance with the
3 Private Tree Program.

4 For the purposes of this section, any temporary retention and
5 utilization of felled Hazard Trees by the property owner is not a
6 Temporary Log Storage Yard (AKA: Log Deck) as described in Chapter
7 15.09 of the Paradise Municipal Code. Owners may not receive felled
8 trees from other properties.

9 C. The County and the Town shall utilize the state and
10 federal standards and cleanup goals of the Government
11 Hazard Tree Removal Program as the standards for the
12 Private Hazard Tree Removal Program, including but not
13 limited to the criteria for determining whether a tree
14 is a Hazard Tree. Under the supervision of the
15 Enforcement Officer, the Town may administratively
16 update these standards as necessary to address ongoing
17 changes in the administration of the Government Hazard
18 Tree Removal Program and the need to efficiently remove
19 Hazard Trees from the community.

20 **Section 3.8 Temporary Uses Associated with Hazard Tree Removal**

21 **A) Notwithstanding any other provision of the Paradise Municipal**
22 **Code, during the duration of this urgency ordinance, when**
23 **directly associated with a hazard tree removal program**
24 **authorized by this ordinance, the Town Planning Director is**
25 **empowered to grant a temporary use permit to authorize or**

1 conditionally authorize the following land use within all
2 zones except for the agricultural-residential, rural-
3 residential, and town-residential zones;

4 (1) General vehicle/equipment storage as defined in Paradise
5 municipal Code Section 17.04.500 not to include any
6 tree/vegetation processing activities.

7 **B.** The Planning Director may authorize such temporary storage use
8 based on substantial evidence that:

9 (1) The temporary storage use shall not adversely impact the
10 public health, safety, or convenience or create undue traffic
11 hazards or congestion.

12 (2) The temporary storage use shall not adversely interfere
13 with the permitted use other land uses and activities on the site
14 or in the general vicinity.

15 (3) The temporary storage use shall be conducted in a manner
16 compatible with the land uses in the general vicinity.

17 **C.** The Planning Director may establish such additional conditions
18 as necessary to ensure land use compatibility and to minimize
19 potential negative impacts, including but not limited to hours and
20 frequency of operation, temporary arrangements for parking and
21 circulation, requirements for screening or enclosure, and
22 guarantees for site restoration and cleanup following the temporary
23 storage use.

24 **Section 3.89. Town Development Permits.**
25

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

6 **Section 3.910. Deadlines and Enforcement.**

7 A. Properties that contain Hazard Trees and that do not have neither
8 (1) an approved Government Hazard Tree Removal Program Right of
9 Entry Permit, (2) an approved Inspection Access Form for the
10 Private Hazard Tree Removal Program, nor (3) an approved
11 Arborist's/Forester's Certification by the deadline set by the
12 Town Council, are declared a public nuisance and health hazard
13 and such properties may be abated pursuant to this Ordinance.

14 B. The Town Council may set a deadline for the completion of Hazard
15 Tree removal by resolution. Properties that have Hazard Trees
16 after that deadline are declared a public nuisance and health
17 hazard and such properties may be abated pursuant to this
18 Ordinance.

19 The Town Council's intent is to facilitate orderly remediation
20 of a large-scale disaster. Nothing in these deadlines shall
21 limit the authority of the Town to abate hazards more quickly
22 where required by exigent circumstances.

23 **Section 3.101. Enforcement.**

24 A. Whenever the Enforcement Officer determines that a public
25 nuisance (as specified in this Ordinance) exists, he or she may

1 use any legal remedies available under California law and this
2 Ordinance to address and abate the public nuisance, including
3 but not limited to the abatement procedures set forth in Section
4 ~~2.11~~ 3.12 of this Ordinance.

5 B. The Town may, in its sole discretion, abate a violation of this
6 Ordinance by the prosecution of a civil action, including an
7 action for injunctive relief, without first going through the
8 administrative procedures set forth herein. The remedy of
9 injunctive relief may take the form of a court order,
10 enforceable through civil contempt proceedings, prohibiting the
11 maintenance of a violation of this Ordinance, or requiring
12 compliance with other terms.

13 C. If a public nuisance is found to be present on the property in
14 violation of this Ordinance, (1) The Town may also abate a
15 violation of this Ordinance through the abatement process
16 established by this Ordinance or by Government Code Sections
17 38773 and 38773.5; (2) the Enforcement Officer shall pursue
18 payment for Abatement and Administrative Costs from the owner
19 and the owner of the property shall be responsible for paying
20 all of the Town's Abatement Costs and Administrative Costs.

21 **Section 3.11~~2~~. Abatement procedures.**

22 A. Whenever the Enforcement Officer determines that a public
23 nuisance (as defined in this Ordinance) exists, he or she shall
24 implement the following procedures:
25

1 (1) General Enforcement action. When the Enforcement Officer
2 determines that an activity is being performed in
3 violation of this Ordinance, the Enforcement Officer may
4 initiate an enforcement action using the process set forth
5 in the Paradise Municipal Code and may seek the imposition
6 of costs and civil penalties pursuant to this ordinance
7 and in the Paradise Municipal Code. Nothing in this
8 provision is intended to prevent alternate enforcement
9 mechanisms.

10 (2) Abatement. Pursuant to the authority of California
11 Constitution., art. XI, Section 7; California Government
12 Code Section 38773 and 38773.5, and this Ordinance, if the
13 Enforcement Officer determines that a violation of this
14 Ordinance has created an emergency condition which
15 seriously endangers the public health or safety, the Town
16 may abate the condition within the Town. The costs shall
17 be charged to the property owners(s) and the Town may, at
18 its option, recover the same in an administrative or civil
19 action.

20 B. Such charges shall be in addition to any penalty for a violation
21 of this Ordinance.

22 (1) Pre-Abatement Notice. Unless emergency conditions
23 preclude doing so, the Enforcement Officer shall issue an
24 Abatement Notice and Order with reasonable notice. The Notice
25 and Order shall be mailed to the property owner(s) as listed

1 on the last equalized tax roll. A summary of the Notice and
2 Order shall be posted in a conspicuous location on the property
3 to be abated at least 10 calendar days prior to the abatement
4 action.

5 (2) Appeal and Waiver. The property owner(s) or any person or
6 entity having a legal interest in the property may submit a
7 written appeal of the Enforcement Officer's Order to the Town
8 Council no later than 10 calendar days from the date of mailing
9 of the Notice and Order. The written appeal shall state the
10 basis for the appeal. The appeal shall be heard by a Town-
11 appointed hearing officer regarding the appeal and shall issue
12 a written decision (the "Decision") no later than 10 calendar
13 days after receipt. The Decision shall uphold, rescind or
14 modify the determination of the Notice and Order. The Decision
15 on the appeal shall be final. Failure to appeal within the time
16 prescribed shall constitute a waiver of the right to contest
17 the abatement.

18 (3) Post Abatement Notice. After the abatement is completed,
19 the Enforcement Officer shall serve the property owner(s) with
20 a post abatement notice that sets forth: (a) the actions taken
21 by the Town; (b) the reasons for the actions; (c) a statement
22 of the costs, expenses and attorney's fees, if any, of the
23 abatement and notice of the Town's intent to collect those
24 costs; and (d) right to appeal the costs determination within
25

1 ten (10) calendar days of the notice. If the property owner is
2 responsible for any costs, expenses or attorney's fees, such
3 costs shall become a lien against the property and a Notice of
4 Abatement Lien may be recorded with the Butte County Recorder.

5 (4) Post Abatement Costs Appeal. If the property owner(s) or
6 anyone with a legal interest in the property submits a timely
7 costs appeal, the Town shall schedule an administrative hearing
8 on the matter and provide the appeal party with reasonable
9 notice of the hearing. The hearing officer shall conduct an
10 administrative hearing where each party shall have the
11 opportunity to present evidence and the Town shall have the
12 obligation to establish that the costs, including expenses and
13 attorney's fees, if any, incurred for the abatement were
14 necessary by a preponderance of the evidence. After the
15 hearing, the hearing officer shall issue a written decision and
16 order that shall be served upon the appealing party within 30
17 calendar days of the hearing unless extended by agreement of
18 the parties.

19 **Section 3.123. Abatement costs; administrative costs.**

20 A. The term "Abatement Costs" means any costs or expenses
21 reasonably related to the abatement of conditions which violate
22 this Ordinance, and shall include, but not be limited to,
23 enforcement, investigation, collection and administrative
24 costs, and the costs associated with the removal or correction
25 of the violation.

1 B. The term "Administrative Costs," shall include the cost of Town
2 staff time reasonably related to enforcement, for items
3 including, but not limited to, site inspections, travel time,
4 investigations, telephone contacts and time spent preparing
5 summaries, reports, notices, correspondence, warrants and
6 hearing packets. The time expended by the Enforcement Officer
7 to calculate the above costs and prepare itemized invoices, may
8 also be recovered.

9 **Section 3.134. Non-exclusive remedy.**

10 This Ordinance is cumulative to all other remedies now or hereafter
11 available to abate or otherwise regulate or prevent public nuisances.
12 The Town Attorney is authorized to initiate judicial enforcement as
13 to a violation of any provision of this Ordinance without further
14 Town Council approval.

15 **Section 3.145. Summary abatement.**

16 Notwithstanding any other provision of this Ordinance, when any
17 Hazard Tree constitutes an imminent threat to the public health or
18 safety, and where alternate procedures would not result in abatement
19 of that public nuisance within a short enough time period to avoid
20 that threat, the Enforcement Officer may direct any officer or
21 employee of the Town or third-party provider to summarily abate the
22 public nuisance. The Enforcement Officer shall make reasonable
23 efforts to notify the property owner of the property, but the formal
24 notice and hearing procedures set forth in this Ordinance shall not
25 apply. No summary abatement shall occur prior to consultation with

1 the Town Attorney. The Town may nevertheless recover its costs for
2 abating that public nuisance in the manner set forth in this
3 Ordinance.

4 Section 4. CEQA Exemption.

5 Adoption of this Ordinance is exempt from the provisions of the
6 California Environmental Quality Act (CEQA) pursuant to California
7 Public Resources Code section 21080(b)(3) regarding projects to
8 maintain, repair, restore, or replace property or facilities damaged
9 or destroyed as a result of a declared disaster and Section
10 21080(b)(4) regarding actions to mitigate or prevent an emergency,
11 and CEQA Guidelines Section 15269(a) regarding maintaining,
12 repairing, restoring, demolishing, or replacing property or
13 facilities damages or destroyed as a result of a disaster-stricken
14 area in which a state of emergency has been proclaimed by the Governor
15 pursuant to the California Emergency Services Act, commencing with
16 Section 8550 of the California Government Code.

17 Section 5. Severability.

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

1 Section 6. Effective Date and Publication.

2 This Ordinance shall be and the same is hereby declared to be in full
3 force and effect immediately upon its passage by a four-fifths (4/5)
4 or greater vote. The Town Clerk is authorized and directed to publish
5 a summary of this Ordinance before the expiration of fifteen (15)
6 days after its passage. This Ordinance shall be published once, with
7 the names of the members of the Town Council voting for and against
8 it, in a newspaper of general circulation published in the Town of
9 Paradise, State of California. A complete copy of this Ordinance is
10 on file with the Town Clerk and is available for public inspection
11 and copying during regular business hours in the office of the Town
12 Clerk, 5555 Skyway, Paradise, California.

13 **PASSED AND ADOPTED** BY THE Town Council of the Town of
14 Paradise, County of Butte, State of California, on this 8th day of
15 December 2020, by the following vote:

16
17 AYES: _____, Mayor

18 NOES: None

19 ABSENT: None

20 NOT VOTING: None

21
22 _____, Mayor

23 ATTEST:
24
25 _____

TOWN OF PARADISE
ORDINANCE NO.

1 DINA VOLENSKI, CMC, Town Clerk

2

3 APPROVED AS TO FORM:

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MARK A. HABIB, Town Attorney

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EXHIBIT A

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Town of Paradise

Council Agenda Summary

Agenda Item: 6(e)

Date: December 8, 2020

ORIGINATED BY: Colette Curtis, Assistant to the Town Manager
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Lease Agreement with Gold Nugget Museum
LONG TERM RECOVERY PLAN: Yes, Gold Nugget Museum and Norton Buffalo Hall, Tier 3

COUNCIL ACTION REQUESTED:

1. Consider amending the tenant lease agreement with the Gold Nugget Museum to include the caboose building in addition to the depot building in Paradise Community Park; or
2. Give alternate direction to staff. (ROLL CALL VOTE)

Background:

Paradise Community Park on Black Olive Dr. is owned and maintained by the Town of Paradise. Part of the park property includes a historic train depot building and a caboose structure. In 2007, the Town of Paradise entered into an agreement with the Gold Nugget Museum for use of the depot building in Paradise Community Park as part of their museum facilities. Since that time, the Museum has utilized the depot building as an additional museum property and allowed public access during specified times for visitors to view the building and displayed artifacts.

When the Gold Nugget Museum was destroyed by the Camp Fire in November 2018, the Museum moved their operations to the Depot building while working on plans to rebuild the main museum building.

Analysis:

Recently, The Gold Nugget Museum approached Town staff regarding potential use of the Caboose building in Community Park. There are plans being made to rebuild the main museum building, however in the meantime, the Gold Nugget Museum is interested in expanding their offerings at the depot, and include the caboose as part of their museum footprint. In order to do this, the Town would need to add use of the caboose to the lease agreement.

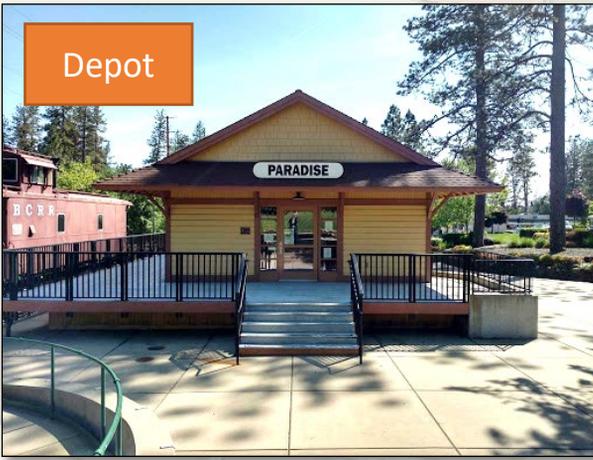
The Gold Nugget Museum understands some repairs and improvements will need to be made to allow public access to the caboose. Any changes to the building would require the consent of the Town in accordance with the lease agreement. Town staff will work with the Gold Nugget Museum on their plans for renovating the caboose as necessary.

Financial Impact:

There is no financial impact to the Town for this item, aside from minimal staff time associated with vetting future renovation plans.



Depot



Caboose



Paradise Community Park

Depot

Caboose

Paradise Memorial Trl

Black Olive Dr

Black Olive Dr

Pearson Rd



Paradise, CA

TOWN OF PARADISE
TENANT LEASE

Preamble

This lease is entered into on 9/11, 2007, by and between the Town of Paradise, referred to in this lease as "Landlord," and Gold Nugget Days, Inc., dba Gold Nugget Museum, referred to in this lease as "Tenant".

Subject to the terms and conditions set forth in this lease, Landlord hereby leases to Tenant that certain space, known as the Paradise Depot Building, 5570 Black Olive Drive, located in the Paradise Community Park, Paradise, California, which is described in Exhibit "A" and referred to as "Premises" hereafter.

1. Term/Basic Rent

Tenant's occupancy of the Premises shall be a month-to-month tenancy at a rental rate of \$1.00 per year, payable on the first business day of every year, subject to all the terms and conditions provided in this lease. All rent shall be paid by Tenant at the Office of the Town Manager in Town Hall, 5555 Skyway, Paradise, California, or any other place that landlord may designate by written notice given to Tenant. The commencement date of this lease shall be 9/11, 2007. As a month-to-month tenancy, this lease may be terminated with a sixty (60) day notice from either party.

2. Rent Increased by Operating Expense Increases

Landlord may increase the basic rent paid by Tenant with a sixty (60) day written notice to Tenant.

3. Use of Premises

The Premises shall be used by Tenant solely as a museum and for no other uses without the prior expressed written consent of Landlord.

4. Prohibited Uses

Tenant shall not commit or permit the commission of any acts on the Premises or use or permit the use of the Premises in any way that:

- A. Increases the existing rates for, or causes cancellation of, any fire, casualty, liability, or other insurance policy insuring the Premises or its contents;
- B. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Premises;
- C. Obstructs or interferes with the rights of citizens to use the Paradise Community Park or,
- D. Constitutes the commission of waste on the Premises or the commission or maintenance of nuisance as defined by the laws of California.

5. Alterations by Tenant

No alteration, addition, or improvement to the Premises shall be made by Tenant without the written consent of Landlord. Concurrently with requesting Landlord's consent to the proposed alterations, addition, or improvement, Tenant shall submit to Landlord preliminary plans for the alteration, addition, or improvement. Landlord shall, at its sole discretion, approve or disapprove the proposed alteration, addition, or

improvement, within thirty (30) days after receipt of Tenant's written request for approval. If Landlord fails to approve or disapprove the proposed alteration, addition, or improvement within the same thirty (30) day period, the proposed alteration, addition, or improvement shall be deemed disapproved. If Landlord gives such written consent to any alteration, addition, or improvement to the Premises, Landlord and Tenant shall agree in writing at that time to the date when that undertaking shall be completed. Tenant shall obtain all necessary governmental permits required for any alteration, addition, or improvement approved by Landlord and shall comply with all applicable governmental law, regulations, ordinances, and codes. Any alteration, addition, improvement made by Tenant after consent has been given, and any fixtures installed as part of the construction, shall, at Landlord's option, become the property of Landlord on the expiration or other earlier termination of this lease; provided, however, that Landlord shall have the right to require Tenant to remove the fixtures at Tenant's sole cost on termination of this lease. If Tenant is required by Landlord to remove the fixtures on termination of this lease, Tenant shall repair and restore any damages to the Premises caused by such removal.

6. Mechanics' Liens

If Tenant causes any alterations, additions, or improvements to be made to the Premises, Tenant agrees to keep the Premises free of liens for both labor and materials. If a lien is placed on the Premises in connection with any construction, repair, or replacement work that Tenant may or must cause to be performed under this lease, which results in a final judgment, Landlord may pay the amount of that judgment.

Tenant shall reimburse Landlord for the full amount paid and all other expenses relating thereto within thirty (30) days after that amount is paid by Landlord; otherwise Tenant shall be in default under this lease.

7. Maintenance and Repairs

- A. Tenant shall, during the term of this lease, maintain the Premises in a good, clean, and safe condition and shall on expiration or earlier termination of this lease surrender the Premises to Landlord in as good condition and repair as existed on the date of this lease, reasonable wear and tear and damage by the elements excepted. Tenant, at Tenant's own expense, shall repair all deteriorations, damage, or injuries to the Premises occasioned by Tenant's intentioned acts or lack of ordinary care.
- B. Except as otherwise provided in this lease, Landlord shall perform, at Landlord's total expense, all normal repairs and maintenance for the Premises; provided; however, Tenant shall be responsible for any intentional or negligent damage caused by the Tenant to the Premises. Any repairs by Landlord shall be made promptly with first-class materials, in a good and workmanlike manner, in compliance with all applicable laws of all governmental authorities, and in a style, character, and quality conforming to the existing conditions. Except in the case of an emergency, Landlord shall not enter the Premises for the purpose of effecting the repairs, alterations, or improvements other than during normal business hours, and shall give the Tenant 24 hours notice of the intention to enter for those purposes.
- C. Except for cases of emergency, Landlord shall make all repairs required hereunder as soon as is practical. In the event Landlord has not made a repair referred to in a

written notice from Tenant to Landlord within thirty (30) days after the date of that notice, Tenant shall have the right to have the repair performed and be reimbursed by Landlord for the reasonable costs relating to the repair.

8. Inspection by Landlord

Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether Tenant is complying with the terms of this lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Premises under this lease.

9. Rules and Regulations

Landlord shall have the right to establish, modify, amend, and enforce reasonable rules and regulations with respect to the Premises. Tenant shall fully and faithfully comply with and observe the rules and regulations for the ~~and the~~ Premises ("the Premises Rules and Regulations"), including any additions or amendments to the Premises Rules and Regulations that may be hereafter enacted by Landlord at Landlord's sole discretion. Tenant acknowledges receipt of a copy of the Premises Rules and Regulations, which are attached to and made a part of this lease as Exhibit "B". Landlord shall not be liable in any way for failure of any other occupant of the Premises of which the Premises is a part to comply with and observe these rules and regulations.

10. Utilities

Tenant shall, at Tenant's own cost and expense, provide the following utilities to the Premises:

- A. Gas and electricity
- B. Trash collection

11. Tenant's Liability Insurance

For the mutual benefit of Landlord and Tenant, Tenant shall, during the term of this lease, cause to be issued and maintained commercial liability insurance in the sum of at least \$1,000,000.00 for injury to or death of one person in any one accident, insuring the Tenant against liability for injury and/or death occurring in or on the Premises. Landlord shall be named as an additional insured and the policy shall contain cross liability endorsements. The Tenant shall maintain all such insurance in full force and effect during the entire term of this lease and shall pay all premiums for the insurance. Evidence of insurance and of the payment of premiums shall be delivered to Landlord.

12. Insurance for Tenant's Personal Property

Tenant agrees at all times during the terms of this lease to keep, at Tenant's sole expense, all of Tenant's personal property, including trade fixtures and equipment of Tenant that maybe on or in the Premises from time to time, insured against loss or damage by fire and by any peril included within fire and extended coverage insurance for an amount that will insure the ability of Tenant to fully replace the personal property, trade fixtures, and equipment. Tenant's obligation to insure artifacts shall be limited to

the availability of such coverage.

13. Indemnification

- A. Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property in or about the Premises or any part of the Premises by or from any cause whatsoever, except injury or damage resulting from the acts or omissions of Landlord or Landlord's authorized agents.
- B. Tenant shall hold Landlord harmless from and defend Landlord against any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Premises when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by Tenant, its agents, servants, employees, or invitees.

14. Destruction of Premises

If the Premises is damaged or destroyed by any cause not the fault of Tenant, Landlord may, at Landlord's sole election, repair the Premises or terminate this lease. In the event Landlord terminates this lease, neither party shall have any further obligations hereunder.

15. Assignment and Subletting

Tenant shall not encumber, assign, sublet, or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Premises without first obtaining the

expressed written consent of Landlord. Furthermore, Tenant shall not sublet the Premises or any part of it or allow any other persons, other than Tenant's employees and agents, to occupy or use the Premises or any part of it without the prior written consent of Landlord. A consent by Landlord to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Landlord, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Landlord, terminate this lease. The consent of Landlord to any assignment of Tenant's interest in this lease or the subletting by Tenant of the Premises shall not be unreasonably withheld.

16. Acts Constituting Breach by Tenant

The following shall constitute a default under and a breach of this lease by Tenant: The nonpayment of rent when due, when the nonpayment continues for ten (10) days after written notice to pay rent or surrender possession of the Premises has been given by Landlord to Tenant;

- A. A failure to perform any provision, covenant, or condition of this lease other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Landlord to Tenant;
- B. The breach of this lease and abandonment of the Premises before expiration of the term of this lease;
- C. A receiver is appointed to take possession of all or substantially all of Tenant's property located at the Premises or Tenant's interest in this lease, when possession

is not restored to Tenant within thirty (30) days.

- D. Tenant makes a general assignment for the benefit of creditors;
- E. The execution, attachment, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this lease, when the seizure is not discharged within fifteen (15) days; or
- F. The filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Tenant, it is dismissed within sixty (60) days.

The notice provided for in subsections (A) and (B) of this Paragraph 16 are not intended to replace, but rather are in addition to, any required statutory notices for unlawful detainer proceedings under Code of Civil Procedure Section 1161 et seq.

17. Landlord's Remedies

If Tenant breaches or is in default under this lease, Landlord, in addition to any other remedies given Landlord by law or equity, may:

- A. Continue this lease in effect by not terminating Tenant's right to possession of the Premises and thereby be entitled to enforce all Landlord's rights and remedies under this lease as it becomes due under this lease; or terminate this lease and all rights of Tenant under the lease and recover from Tenant the following:
- B. The amount, at the time of award, of the unpaid rent that had been earned at the time of termination of the lease;

- C. The amount, at the time of award, of the unpaid rent that would have been earned under the term of the lease until the time that the Premises are leased to another tenant by the Landlord.
- D. Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this lease; or
- E. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Premises in the manner provided by the California law of unlawful detainer then in effect.

18. Termination Notice

No act of Landlord, including, but not limited to, Landlord's entry on the Premises, or efforts to re-let the Premises, or the giving by Landlord to Tenant of a notice of default, shall be construed as an election to terminate this lease unless a written notice of the Landlord's election to terminate this lease is given to Tenant. In the event Landlord terminates this lease for any reason, Tenant shall not be entitled to receive any relocation benefits from Landlord.

19. Waiver of Breach

The waiver by Landlord of any breach by Tenant of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Tenant either of the same or a different provision of this lease.

20. Notices

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Landlord at 5555 Skyway, Paradise, California 95969 or to Tenant at 502 Pearson Road, Paradise, California 95969. Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

21. Attorney's Fees

If any litigation is commenced between the parties to this lease concerning the Premises, this lease, or the rights and duties of either, in relation to the Premises or the lease, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum for its attorneys' fees in that litigation or in a separate action brought for that purpose.

22. Binding on Heirs and Successors

This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as consent by Landlord to any assignment of this lease or any

interest therein by Tenant except as provided in Paragraph 16 of this lease.

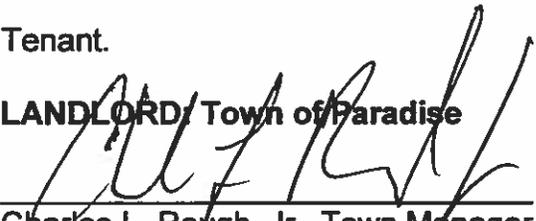
23. Time of Essence

Time is expressly declared to be of the essence in this lease.

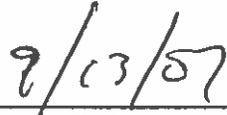
24. Sole and Only Agreement

This instrument constitutes the sole and only full, final, and complete agreement between Landlord and Tenant regarding the Premises or the leasing of the Premises to Tenant, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Leased Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are null and void. All prior negotiations between the parties are subsumed into this lease to the extent they have been agreed to, and if not agreed to by the parties, such negotiations are not set forth in the terms and conditions of this lease. This lease shall not be extended, amended, modified, altered, or changed, except in writing signed by Landlord and Tenant.

LANDLORD/ Town of Paradise

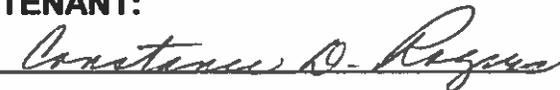


Charles L. Rough, Jr., Town Manager



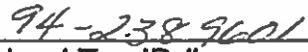
Date

TENANT:





Date



Federal Tax ID #

EXHIBIT "B"
PREMISES RULES AND REGULATIONS

1. Entryways

Tenants shall not obstruct in any way the entryways and passages of the Premises or use them for any other purposes than ingress.

2. Signs

No sign placard, picture, name, advertisement, or notice shall be displayed in or on the Premises without the express written consent of Landlord, and Landlord may remove, at the expense of the Tenant, any sign, placard, picture, name, advertisement, or notice so displayed.

3. Locks and Keys

No additional lock or locks shall be placed on any door in the Premises by any Tenant without the express written consent of Landlord. Each Tenant shall receive, without cost, two keys to each door having a lock to the Premises. If any Tenant desires extra keys to any door, Tenant must obtain them from Landlord and Landlord may impose a charge for them.

4. Wiring and Electricity

Wiring of any kind shall be introduced in the Premises and connected only as directed by Landlord and no boring or cutting for wires will be allowed except with the prior

consent of Landlord. Landlord shall prescribe the location of all telephone and call boxes affixed to the Premises.

5. Connection of Machinery

Tenant shall not connect any apparatus, machinery, or device with the electric wires, water, or air pipes of the Premises without the consent of Landlord.

6. Landlord's Office and Employees

Any request of a Tenant for service or any other matter connected with the Premises must be made to and at the office of Landlord at 5555 Skyway, Paradise, CA. Employees of Landlord shall perform no work or do anything outside their regular daily duties except on order of the Landlord. No employee of Landlord shall admit any person, Tenant or otherwise, in the Premises without specific instructions from the Town Manager or his designee.

7. Further Rules and Regulations

Landlord reserves the right to amend these rules and regulations and to make any other and further rules and regulations for the Premises that, from time to time in the judgment of Landlord, are required for the orderly and safe conduct of Premises operations.

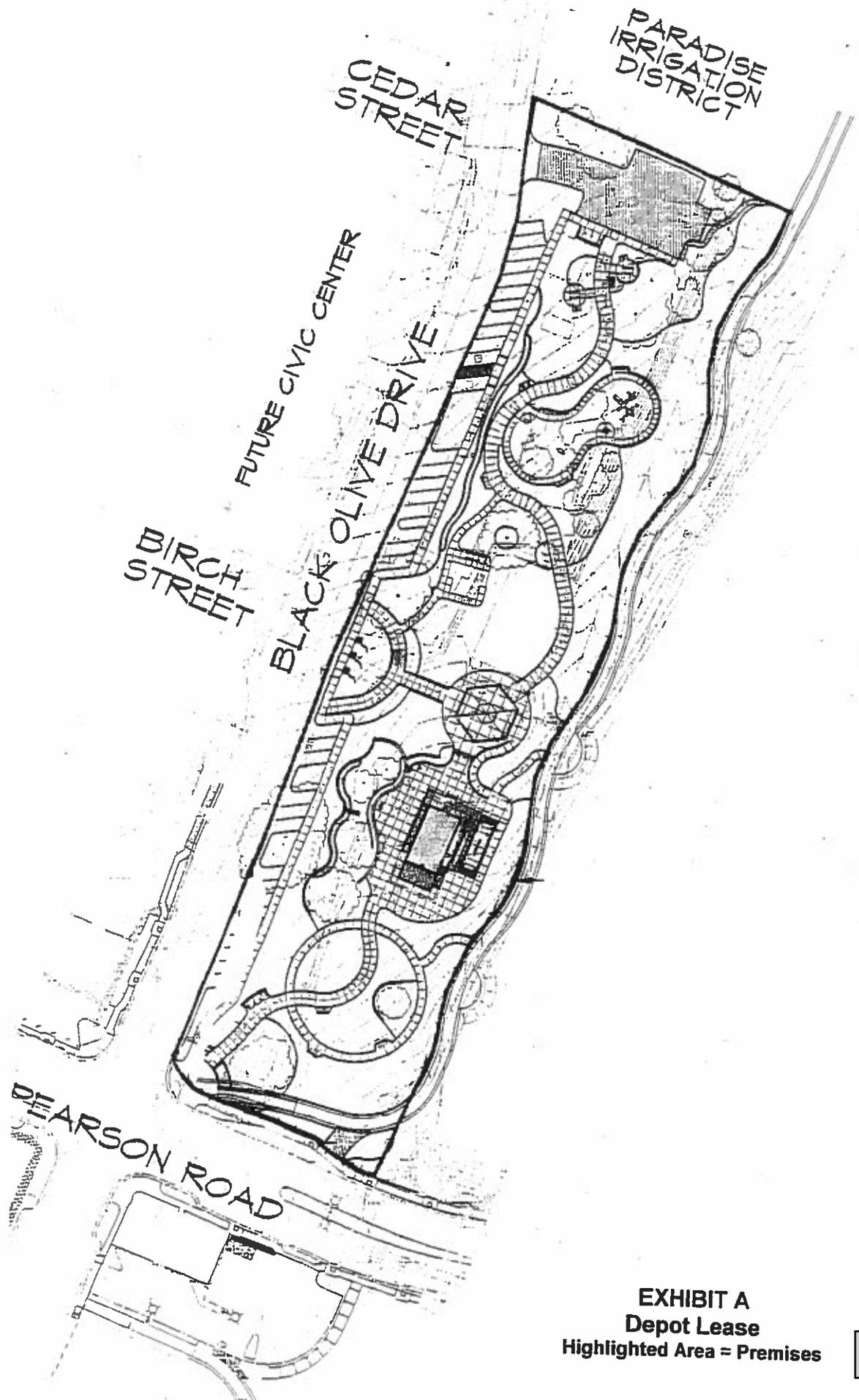


EXHIBIT A
Depot Lease
Highlighted Area = Premises

EXHIBIT "B"
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**Town of Paradise
Council Agenda Summary
Date: December 8, 2020**

Agenda Item: 6(f)

Originated by: Dina Volenski, Town Clerk

Reviewed by: Kevin Phillips, Town Manager

Subject: Consider timeline and make-up of the voter-approved Citizen Oversight Committee, as required by Paradise Municipal Code Section 3.22.075 relating to voter-approved 0.50 percent sales tax measure

Council Action Requested:

1. Discuss the process and timing for establishing the new Measure V Citizen's Oversight Committee; and,
2. Consider selecting one of four options to determine how Council will set up the Measure V Citizen's oversight Committee:
 - a. Retain the current Measure C Oversight Committee members that would like to remain on the Committee and advertise for any open positions.
 - b. Designate two Council Members to screen and interview applicants and bring back a recommendation to the full Council for appointment of nine members on February 9, 2021.
 - c. The full Town Council screen and interview the applicants at a Special Meeting.
 - d. Council direct a sub-committee to pre-screen applicants based on Council designated criteria and forward nine recommended or preferred applications for Town Council to consider; and,
3. Consider adopting Resolution No. 20-___, A Resolution of the Town Council Approving By-laws for the Governance of the Measure V Citizen Oversight Committee approved by the voters on November 6, 2018.

Background:

On November 6, 2018, the citizens of Paradise approved Measure V, the extension of the 0.05 percent sales tax increase that will be in effect for 10 years beginning April 1, 2021 and ending March 31, 2031. The Camp Fire happened two days after the November 6, 2018 General Election delaying the discussing of the formation of the Measure V Citizen Oversight Committee (MVCOC) and updating the recommended Committee by-laws. With Measure C ending on March 31, 2021, it is time for the Town Council to begin the process of discussing the best way to move forward with

establishing the Measure V Citizen Oversight Committee and bylaws for the new Committee.

Discussion:

Upon reviewing the Council's adopted ordinance, reviewing past practices and discussing preferred options with the Measure C Committee at their meeting of July 28, 2020, the following options are available for Council to consider regarding the timeline and makeup of the new Measure V Committee:

Make-up of the Committee:

The Measure V sales tax measure, Ordinance No. 545, includes the formation of an oversight committee with nine-members. Discussions with the current Measure C Citizen Oversight Committee (MCCOC) resulted in their recommendation of keeping with a nine-member committee made up of a cross-section of residents of the community. The committee also recommended using "intent to rebuild" when considering residency of members.

Ordinance No. 545 establishes that the Citizen Oversight Committee be in effect until the ordinance sunsets, which is March 31, 2031.

The members also thought that continuity of the Committee would provide an easier transition from MCCOC to the MVCOC. The majority of the current Measure C committee stated, if given the opportunity, they would like to stay on as members or re-apply for a position on the new MVCOC committee.

Time Schedule:

With Council consensus, staff is requesting the applications to the Oversight Committee be made available to the public. A media release will be distributed advertising the positions and the applications will also be placed on Facebook and the Town's website.

Application Process:

There are four options to consider regarding the process:

1. The first option would allow Town Council to consider asking the current Measure C Oversight Committee members if they would like to remain on the Committee. This would allow for continuity of the committee and for new members to be selected for any open positions.
2. The second option would request Council to designate two Council Members to screen and interview applicants and bring back a recommendation at the

February 9, 2021, Town Council Meeting. This option would allow the sub-committee to meet individually with applicants and make a recommendation to the full Council. The full Council would have final approval/veto for all recommended applicants. The benefit of this option is that a two-member subcommittee is less cumbersome when it comes to scheduling appointments. It is also less intimidating for some applicants who may prefer a more personal approach to the selection process. The downside is that the full Council is not involved in the initial pre-screening. However, it is important to note that all Council members will receive all the applications at the same time as the sub-committee and be apprised of all information given to the sub-committee.

3. The third option would ask Town Council to screen and interview the applicants as a full Council. If so, this alternative would be to direct staff to set a date and time for a Special Meeting on or prior to February 2, 2021 for that purpose. Town Council would then make the appointments at the February 9, 2021 Council meeting. This option requires all applicants to be screened and selected in public. This could be a lengthy and cumbersome process and could also be potentially awkward for some applicants.
4. The fourth option would be a hybrid of two previous options and would provide that applicants be pre-screened by the sub-committee before the February 9, 2020 Council meeting based on Council designated criteria (e.g. pre-determined number of applicants for the Council as a whole to select from.) The sub-committee would also provide a list of nine recommended or preferred applications for the Town Council to consider. The benefit of this option is that it allows the Council to use a sub-committee to pre-screen applicants, but also gives Council an opportunity to ask questions of the final applicants before making the final selection at the Council's regular meeting on February 9th.

In addition to any of the four options above, staff is also requesting that Council consider the attached by-laws and consider adopting the by-laws as part of the Council directive. Town Council adopted by-laws is a typical action taken by the Council for council-appointed committees or commissions and will provide governance of the Measure V Citizen Oversight Committee.

1. Adopt Resolution No. 20-___, A Resolution of the Town Council Approving By-laws for the Governance of the Measure V Citizen Oversight Committee approved by the voters on November 6, 2018. The proposed Measure V Citizen Oversight Committee Bylaws are attached to this agenda summary. The bylaws are similar to the Measure C Citizen Oversight Committee with changes being made to the name of the committee and duration of the committee responsibilities.

Fiscal Impact: The fiscal impact will be minimal and will consist of staff time and related costs (e.g. advertising, noticing, agenda preparation, etc.) The ordinance calls for the committee to meet at least quarterly (four times per year) to perform its Measure V budget oversight function.

**BYLAWS OF THE MEASURE V
CITIZEN OVERSIGHT COMMITTEE**

Section 1. Name of Committee.

The official name shall be the "Measure V Citizen Oversight Committee".

Section 2. Place of Meeting.

The regular place of meetings of the Measure V Citizen Oversight Committee shall be at least quarterly at the Paradise Town Hall located at 5555 Skyway, Paradise, California, on the fourth Tuesday, at 4:00 p.m., unless otherwise cancelled or adjourned to another day or place pursuant to the Ralph M. Brown Act.

Section 3. Purpose & Powers.

The Measure V Citizen Oversight Committee shall have the duties established by Town Council Ordinance No. 545 and codified in Section 3.22.075 of the Paradise Municipal Code. Its meetings shall be held in accordance with the Ralph M. Brown Act. The committee is required to meet at least quarterly with the Town Manager and the Town Finance Director during the preparation of each fiscal year budget to make recommendations to the Town Council regarding how the proceeds from the implementation of Ordinance No. 569 will be allocated for the ensuing budget year.

Section 4. Members and Officers.

The Measure V Citizen Oversight Committee shall be a nine-member committee appointed by the Town Council. Members shall be residents and registered voters of Paradise. Substitutes are not allowed.

Section 5. Chairperson.

The Measure V Citizen Oversight Committee shall annually select one of its members to serve as Chairperson of the committee and shall preside at all meetings.

Section 6. Vice-Chairperson.

The Measure V Citizen Oversight Committee shall select one of its members to serve as Vice Chairperson who shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson.

Section 7. Secretary.

The Measure V Citizen Oversight Committee shall designate a member to serve as the Secretary to the committee. The Secretary shall keep the records, shall act as secretary at meetings of the committee, shall record all votes, and shall keep a record of the

Resolution No. 20-___
Exhibit "A"

proceedings of the Measure V Citizen Oversight Committee in a journal of proceedings to be kept for such purpose and shall perform all duties incident to the office. The Secretary shall maintain a record of all official proceedings of the Measure V Citizen Oversight Committee and its programs.

Section 8. Vacancies.

When a seat of the Measure V Citizen Oversight Committee becomes vacant, Town staff will inform the Town Council and schedule appointment to the vacancy at a regular or special meeting. Such appointments are to take place within 60 days of the creation of the vacancy.

Section 9. Compensation.

Measure V Citizen Oversight Committee members shall serve without compensation or reimbursement for expenses.

Section 10. Rosenberg's Rules.

Except as may be provided in the California Brown Act and these bylaws, the meeting procedures of the Measure V Citizen Oversight Committee shall be governed by the latest revised edition of Rosenberg's Rules of Order.

Section 11. Amendments.

The Bylaws may be amended by a majority vote of the Town Council.



**Town of Paradise
Council Agenda Summary
Date: December 8, 2020**

Agenda Item: 6(g)

Originated by: Dina Volenski, Town Clerk
Reviewed by: Kevin Phillips, Town Manager
Subject: Establishment of a PG&E Oversight Committee

Council Action Requested:

1. Discuss establishing a PG&E Oversight Committee to monitor the funds received from the PG&E Settlement; and,
2. Consider selecting one of the following two options to determine if and how Council will set up the PG&E Oversight Committee:
 - a. Use the established Measure V Oversight Committee members as an Oversight Committee for the monies received from the PG&E Settlement.
 - b. Create an additional oversight committee to review the PG&E Settlement funds; or,
3. Determine that there is no need for a PG&E Oversight Committee.

Background:

At the September 8, 2020 Town Council meeting Council Member Zuccolillo requested that Council discuss establishing a citizen's oversight committee for the PG&E settlement funds. After discussion, Council determined that this item should be placed on the December Town Council agenda so that the newly elected Council members could discuss the Measure V Oversight Committee at the same time as the potential PG&E Oversight Committee.

Discussion:

The Measure V Oversight Committee is established by Ordinance No. 545 and is in effect until the ordinance sunsets March 31, 2031. The committee consists of nine members of a cross-section of Paradise residents. The committee is required to meet at least quarterly with the Town Manager and the Town Finance Director and during the preparation of each fiscal year budget to make recommendations to the Town Council regarding how the proceeds from the implementation of Ordinance No. 569 will be allocated for the ensuing budget year. To date, the four areas that have been funded by Measure V revenues are police protection, fire suppression, road improvements and animal control.

- A. The Town Council could assign the Measure V Oversight Committee to oversee the PG&E settlement funds, which would be an additional responsibility for the committee. The committee is tasked with reviewing the specific funds received from the voter approved sales tax measure. The PG&E settlement funds are completely different from the sales tax revenues; or,
- B. As an alternative, the Town Council could establish a completely separate PG&E Oversight Committee to review how the funds from the PG&E settlement agreement are invested and how the revenues from the funds are distributed.

This would require staff time to maintain an additional committee with Brown Act requirements, preparation of agendas, minutes and recommendations to the Town Council.

One of the responsibilities of the Town Council is to oversee the budget for the Town of Paradise. At the October 13, 2020 Town Council meeting, the Town Council authorized that the PG&E settlement funds be invested through Meeder Investment Management as an investment advisory service. The PG&E settlement funds are part of the General Fund and are to provide long-term financial sustainability, maintain Town services and assist in the implementation of the Long-Term Recovery Plan objectives.

It should be noted that the Town Council could determine that there is no need to establish a PG&E Oversight Committee because the Town Council already oversees the investment of the PG&E monies through the budget process.

Fiscal Impact: The fiscal impact will be minimal and will consist of staff time and related costs (e.g. advertising, noticing, agenda preparation, etc.)



Town of Paradise
Council Agenda Summary
Date: December 8, 2020

Agenda Item: 6 (h)

ORIGINATED BY: Susan Hartman, Community Development Director

REVIEWED BY: Kevin Phillips, Town Manager

SUBJECT: Consider Authorizing a Proposed Code Enforcement Division Reorganization and Implementation Thereof, Including but Not Limited to Adoption of New Job Description and Salary Range for Position of Senior Supervising Code Enforcement Officer

LONG TERM RECOVERY PLAN: Residential Codes & Standards – Tier 1

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

1. Approve the proposed new job description and salary pay schedule for a 40-hour Senior Supervising Code Enforcement Officer; **AND**
2. Authorize adding the Senior Supervising Code Enforcement Officer position to the FY 2020/21 salary pay plan and position control; **AND**
3. Authorize adding the Office Assistant (Code Enforcement) position to the FY 2020/21 salary pay plan and position control.

BACKGROUND:

Pre-Camp Fire, the Town utilized one full-time code enforcement officer to oversee all municipal code complaints in town. Post-Camp Fire enforcement activities are currently at levels exceeding anything ever experienced by the Division in the past. To temporarily manage the demand, additional contract staff – through 4LEAF, have been brought on to handle the peaks in the inspection load and provide administrative support staff.

ANALYSIS:

Undoubtedly, the Town will require the use of a second full-time enforcement officer and administrative support staff member into the foreseeable future while continuing to use supplemental contract services to handle the peak demands which may necessitate the use of a 3rd or 4th enforcement officer. As such, it is in the Town's interest to bring the second

enforcement officer and support staff position in-house as permanent positions. Only town staff, designated as code enforcement or police officers, can sign administrative citations. The staffing of an additional Town officer, who carries a PC 832 certification (to sign citations), will allow for more streamlined enforcement actions through the ability to enforce violations through citation in a more expedient manner. The use of a 'supervising' enforcement officer will help to provide mentoring and direction to the staff in the Division and guide the activities of staff to meet the overall goals of the Department.

The funding for the two positions is proposed to come from two different sources. The Senior Supervising Code Enforcement Officer is proposed by to be funded through the Building Safety & Wastewater Services Enterprise Fund (private development funding) while the Office Assistant and any necessary supplemental contract staff would be allocated to the Town's General Fund. Additional funding, for weed abatement focused enforcement officers, is hoped to be available soon through the Town's Hazard Mitigation Grant Program application pending FEMA approval.

FINANCIAL IMPACT:

The overall savings of these recommended direct hire positions over the equivalent contracted positions is estimated to be \$144,800 per year.

As the Building Safety & Wastewater Services Enterprise Fund has been temporarily funding all costs associated with contracted staff in the Community Development Department, the annual savings to the Enterprise Fund through the direct hire of the Senior Supervising Code Enforcement Officer (still to be funded by the Enterprise Fund, just at a lower cost) and reallocation of staff costs associated with the direct hire of the Office Assistant and contract enforcement officer to the General Fund is estimated to be a +/- \$302,800 annual savings to the Enterprise Fund.

Through the proposed funding reallocation, the General Fund will see an additional annual expense of +/- \$228,180 to fund the direct hire of the Office Assistant and the contract cost of an additional enforcement officer.

Attachments



SENIOR SUPERVISING CODE ENFORCEMENT OFFICER

DEFINITION

Under general direction, plans, organizes, coordinates, and manages the staff and programs of the Code Enforcement Division, including the identification, investigation, and correction of violations of the Town's municipal, zoning, housing, development, and signage codes; investigates citizen complaints of public nuisances and quality of life issues and seeks voluntary compliance or issues citations and initiates abatement procedures; and the public counter staff; ensures compliance with standards to safeguard public safety and property related to construction, use, occupancy, location, and maintenance of structures; manages the effective use of division resources to improve organizational productivity and customer service; provides complex and responsible support to the Director of Community Development in areas of expertise; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Community Development Director of Building and Code Enforcement. Exercises supervision of staff.

CLASS CHARACTERISTICS

This is a single position supervisory classification within the Community Development Department Code Enforcement Division. Incumbents are responsible for planning, organizing, supervising, reviewing, and evaluating the work of code enforcement officers and other support staff. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

- Plans, and manages, the daily functions, operations, and activities of the Code Enforcement Division, including the identification, investigation, and correction of violations of the Town's municipal, zoning, housing, development, and signage codes and the public counter staff.
- Receives, records, and investigates complaints from the public and staff regarding violations of building and zoning codes, ordinances, housing standards, and health and safety regulations; documents violations by securing photographs and other pertinent data; researches ownership records, prior complaints, municipal codes and ordinances, and State regulations to establish whether a violation has occurred.
- Meets with Town planning, wastewater, building, engineering, police, and public works staff and legal counsel regarding complaints; coordinates activities with other code compliance personnel and departments.

- Initiates contact with residents, business representatives, and other parties to explain the nature of incurred violations and to encourage compliance with Town codes, ordinances, and community standards; initiates abatement of dangerous properties and vector control issues of vacant properties; confirms code regulations to the public by telephone and in person.
- Coordinates and conducts follow-up abatement procedures including the preparation of additional correspondence, site visits, and communication with property owners and attorneys; conducts follow-up investigations to ensure compliance with applicable codes and ordinances; prepares non-compliance cases for legal action; presents testimony at hearings.
- Prepares and issues notices of violation or noncompliance, final notices, and other correspondence according to applicable codes and regulations; issues letters to property owners notifying them of the violation; as appropriate, affixes a notice of violation on the property to abate public safety hazards and nuisances.
- Provides information to violators, the general public, the business community, and other government agencies regarding codes, laws, and ordinances; responds to questions, complaints, and inquiries. Drafts and recommends revisions to Town code enforcement policies, procedures, and standards.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the division; recommends within division policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Participates in the development, administration, and oversight of division budget; determines funding needed for staffing, equipment, materials, and supplies; ensures compliance with budgeted funding.
- Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative, and support systems, and internal reporting relationships; identifies opportunities and makes recommendations for improvement.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees to correct deficiencies; recommends and implements discipline and termination procedures.
- Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with Town specifications and service quality.
- Prepares and presents staff reports and other necessary correspondence related to assigned activities and services; presents reports to various commissions, committees, and boards.
- Conducts a variety of organizational and operational studies and investigations; recommends modifications to assigned programs, policies, and procedures, as appropriate.
- Serves as a liaison for assigned functions with other Town departments and outside agencies.
- Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
- Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.

JOB-RELATED QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, project management, budget development and administration, and contract administration and management.
- Principles, practices, methods, and techniques of code violation investigation and compliance.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.

- Methods and procedures used in code compliance including citation issuance procedures, methods used to obtain various types of inspection warrants, and principles used to prepare legal documents.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Practices for documenting inspections, correcting violations, and carrying through on court procedures.
- Basic requirements of zoning and related codes, ordinances, and regulations.
- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Legal descriptions and boundary maps of real property and legal terminology as used in code compliance.
- Occupational hazards and standard safety practices necessary in the area of code compliance.
- Research and reporting methods, techniques, and procedures.
- Principles and procedures of record-keeping, technical report writing, and preparation of correspondence and presentations.
- Safety equipment and practices related to the work, including safe driving rules and practices.
- Techniques for effectively representing the Town in contacts with governmental agencies, community groups, various business, professional, educational, and regulatory organizations, and with property owners, developers, contractors, and the public.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and Town staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Plan, organize and manage the staff and operations of the Code Enforcement Division.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Explain codes and regulations to property owners, residents, and others.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local laws, rules, regulations, policies, and procedures.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance objectively and positively.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Respond to inquiries, complaints, and requests for service in a fair, tactful, and timely manner.
- Prepare clear and concise reports, correspondence, and other written materials.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks. Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the Town in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Learn and understand the organization and operation of the Town and outside agencies as necessary to assume assigned responsibilities.

- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Equivalent to an associate degree from an accredited college with significant coursework in public safety, public administration, or a related field and five (5) years of increasingly responsible experience, including two (2) years of supervisory experience.

Licenses and Certifications:

- Possession of a valid California Class C Driver's License and a good driving record, at the time of appointment.
- Possession of a certificate of completion of Penal Code § 832 Course in Arrest, Search and Seizure issued by California Commission on Peace Officer Standards and Training.
- International Conference of Building Officials (ICBO), Statewide California Association of Code Enforcement Officials, or other similar association certificates preferred.

PHYSICAL DEMANDS

When assigned to an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials, a computer screen, and to operate a motor vehicle and visit various Town sites; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

When assigned to field inspection, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders; and to operate a motor vehicle and visit various Town sites; The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 40 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work partially in an office environment with moderate noise levels and controlled temperature conditions, and partially in the field and are occasionally exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.

Position Title	Hours/Week		A Step	B Step	C Step	D Step	E Step	F Step
OFFICE ASSISTANT (ONSITE)								
OFFICE ASSISTANT (CODE ENFORCEMENT)								
HOURLY	40		18.41	19.33	20.30	21.32	22.39	23.51
BIWEEKLY		80	1,472.80	1,546.40	1,624.00	1,705.60	1,791.20	1,880.80
MONTHLY		173	3,191.07	3,350.53	3,518.67	3,695.47	3,880.93	4,075.07
ANNUAL		2,080	38,292.83	40,206.40	42,224.00	44,345.60	46,571.20	48,900.80
SENIOR SUPERVISING CODE ENFORCEMENT OFFICER								
HOURLY	40		29.42	30.89	32.43	34.05	35.75	37.54
BIWEEKLY		80	2,353.60	2,471.20	2,594.40	2,724.00	2,860.00	3,003.20
MONTHLY		173	5,089.66	5,343.97	5,610.39	5,890.65	6,184.75	6,494.42
ANNUAL		2,080	61,193.60	64,251.20	67,454.40	70,824.00	74,360.00	78,083.20