



Town of Paradise Town Council Meeting Agenda 6:00 PM – May 09, 2023

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

Mayor, Greg Bolin
Vice Mayor, Rose Tryon
Council Member, Steve Crowder
Council Member, Steve “Woody” Culleton
Council Member, Ron Lassonde

Interim Town Manager, Marc Mattox
Town Attorney, Scott E. Huber
Town Clerk/Elections Official, Dina Volenski
CDD, Planning & Onsite, Susan Hartman
CDD, Building & Code Enforcement, Tony Lindsey
Finance Director/Town Treasurer – Vacant
Public Works Director/Town Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, Patrick Purvis
Chief of Police, Eric Reinbold
Recovery & Economic Development Director, Colette Curtis
Human Resources & Risk Management Director, Crystal Peters
Information Systems Director, Luis Marquez

Meeting Procedures

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

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

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
- 1e. Proclamation recognizing the Mennonite Disaster Services.
- 1f. Presentation - Butte County Fire Safe Council update
- 1g. Camp Fire Recovery Updates - Written reports are included in the agenda packet.
 - p5 Colette Curtis, Recovery and Economic Development Director - Recovery Projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations.
 - p8 Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update
 - p11 Tony Lindsey, CDD-Building and Code Enforcement - Code Enforcement Update
 - p16 Kate Anderson, Business and Housing Manager - Business and Housing Update

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. p18 Approve the Special and Regular minutes of the April 11, 2023 Town Council meetings.
- 2b. p26 Approve April 2023 Cash Disbursements in the amount of \$4,790,015.52.
- 2c. p37 Adopt Resolution No. 2023-18, "A Resolution of the Town Council of the Town of Paradise accepting the work performed under the CDBG Sidewalk Infill Project Contract 9417.CON performed by All-American Construction, Inc."
- 2d. p40 1. Waive the second reading of Town Ordinance No. 625 and read by title only; and, 2. Adopt Town Ordinance No. 625 "An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 [Zoning] Relative to Short-Term Rentals".
- 2e. p46 Adopt Resolution No. 2023-19, "A Resolution of the Town Council of the Town of Paradise Adopting a List of Projects for Fiscal Year 2023/24 Funded by SB 1: The Road Repair and Accountability Act of 2017."
- 2f. p51 Adopt Resolution No. 2023-20, "A Resolution of the Town Council of the Town of Paradise acknowledging receipt of a report made by the Fire Chief of the Paradise Fire Department regarding the inspection of certain occupancies required to perform annual inspections in such occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code."

2g. p55 Adopt Resolution No. 2023-21, “A Resolution of the Town Council of the Town of Paradise accepting the work performed under the On-System Roadway Rehabilitation Project –Skyway (Phase 1) Contract 7303.1 CON performed by Baldwin Contracting Company, Inc. dba Knife River Construction.”

2h. p59 Re-appoint two Planning Commissioners, Lynn Costa and Carissa Garrard, whose terms will expire on June 30, 2023 for one 4-year term effective July 1, 2023 through June 30, 2027; OR 2. Approve a Notice of Vacancy and application and authorize staff to advertise the upcoming vacancies on the Planning Commission and designate two (2) Town Council members to serve as an interview panel.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

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

5. PUBLIC HEARINGS

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

Public Hearing Procedure:

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

5a. p60 1. Conduct the duly noticed and scheduled public hearing to solicit public comments related to the use of “military equipment” by the Paradise Police Department as defined by the Paradise Municipal Code; and, 2. Approve the continued use and renewal of Ordinance No. 615. (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. p65 1. Consider concurring with staff’s recommendation to partner with the Butte County Fire Safe Council to implement the Phase 2 Removal Process for the Category 4 Tree Removal Program; and, 2. Approve Professional Services Agreement with the Butte County Fire Safe Council; and, 3. Authorize the Town Manager to execute the contract upon full FEMA approval of the Phase 2 Scope of Work and obligation of funds for Phase 2. (ROLL CALL VOTE)

- 6b. p87 1. Consider concurring with staff’s recommendation for the Paradise Sewer Project Owner’s Agent; and, 2. Authorize the Town Manager to enter into a Professional Services Agreement with the recommended firm, contingent upon approval by the Town Attorney; and, 3. Adopt Resolution No. 2023-22, “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 2023-001 Paradise Sewer Project On-Call Owners Agent Up To The Maximum Contract Aggregate Amount Of \$5,000,000 To Expedite And Facilitate The Paradise Sewer Project, Initial Design And Progressive Design Build Process.” (ROLL CALL VOTE)
- 6c. p96 1. Consider Creation of an Arts Commission, including providing direction to staff related to the formation, jurisdiction, and terms of service for an Arts Commission and its members, OR, 2. Provide alternative direction to staff. (ROLL CALL VOTE)
- 6d. p144 Consider discussion regarding approval of a proposed trip to be taken by Mayor Bolin to Washington DC, at the request of the Committee on Natural Resources, to testify in front of the House Natural Resources Committee on Wildfires and assign a budget adjustment, to fund the trip from the Town Council budget. (ROLL CALL VOTE)

7. COUNCIL INITIATED ITEMS AND REPORTS

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

8. STAFF COMMUNICATION

- 8a. Town Manager Report
 - Community Development Director

9. CLOSED SESSION - None

10. ADJOURNMENT

STATE OF CALIFORNIA)	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	



Town of Paradise
Council Agenda Summary
Date: May 9, 2023

Agenda Item: 1(g)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director

REVIEWED BY: Marc Mattox, Interim Town Manager

SUBJECT: Monthly Recovery Update

LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. None

Background:

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

Analysis:

ECONOMIC DEVELOPMENT

Commercial Sign Removal Program

- Application period opened January 16th, 2023.
- 9 signs have been removed.
- About \$80,000 remains in the budget for this program.
- Additional advertising is happening this month, including a postcard to property owners with eligible signs.

CDBG-DR Economic Development

- The Butte County allocation for CDBG DR Economic Development has been announced at \$18.7 million.
- The Program Policies and Procedures Manual was released this month.
- Notice of Funding Availability (NOFA) is expected to be released any day, and we will have more information on what projects will be eligible.
- In preparation, the Town is working with our regional workforce partners on potential projects.

RECOVERY

Category 4 Tree Removal Program

- Program opened to applicants on July 25th and received 577 applicants. This represents 1,014 acres of private property across the Town.
- The assessment Phase has been completed. Nearly 11,000 standing dead trees have been identified, tagged and catalogued for review by FEMA/CalOES
- Phase 2 continues to be in Federal Environmental Review. The draft Environmental Assessment is now complete and in final review with FEMA.
- Tree cutting process would commence after full phase 2 approval of submitted tree inventory.
- The Phase 2 Removal Plan is being presented to Town Council as item 6a in this agenda packet.

Early Warning System

- The Early Warning System was fully approved in April 2022 and a contract was awarded in July 2022.
- Our contractor has been in Paradise since March 20 and construction is continuing on multiple locations simultaneously.
- We continue to work with PG&E on power supply and expect the system to be fully operational for this upcoming fire season.
- 11 Foundations of the 21 towers are in various stages of completion. Towers will begin to be installed on Foundations in early May.

Residential Ignition Resistant Retrofit Program

- Undergoing Federal Environmental Review. The draft Environmental Assessment is now complete and in final review with FEMA.
- All other Town required action items are complete.
- We made the decision to handle assessments internally utilizing one of our building inspectors.
- This project will be open to residents to apply in May 2023.

Hazardous Fuels Reduction Program

- Undergoing Federal Environmental Review. The draft Environmental Assessment is now complete and in final review with FEMA.
- All other Town required action items are complete.

Defensible Space Code Enforcement

- Undergoing Federal Environmental Review. The draft Environmental Assessment is now complete and in final review with FEMA.
- All other Town required action items are complete.

COMMUNICATIONS

- TOP POP Events
 - In order to build community in Paradise during the 5th anniversary year after the Camp Fire, the Town is hosting 12 months of pop-up events around town.

- These events are a way to help acknowledge the progress and rebuilding over the last 5 years.
- Each month, different pop-up events will take place around town, with a local partner organization hosting the event.
- March had two events:
 - Wildflower Giveaway with Déjà vu Nursery (rescheduled from Feb.)
 - Goat Yoga at the Paradise Grazing Festival.
- Community Relations Committee (CRC)
 - The CRC continues to meet monthly and has recently added new members representing the Gold Nugget Museum and Paradise Art Center.
 - At the last meeting, one member expressed interest in tailoring some communication to property owners who are not currently living on their property to make sure they are aware of their responsibilities (i.e., regarding weed removal).
- Upcoming Recovery Events
 - A groundbreaking event is being held at Eaglepoint Apartments on Maxwell Dr.
 - A media event is being planned for the Early Warning Siren installation.
 - A ribbon cutting event will be held to mark the completion of the downtown project in July to coincide with Party in the Park.

EMERGENCY MANAGEMENT

- A full scale EOC exercise is planned for June 15, 2023
 - FEMA awarded the Town a grant to assist with the planning and administration of the exercise.
 - The exercise will involve the community and cooperator agencies.
 - A months long information and education campaign will precede the exercise.
 - The Early Warning System will be utilized as part of the exercise.

Financial Impact:

None.



**TOWN OF PARADISE
Council Agenda Summary
Date: May 9, 2023**

Agenda No. 1(g)

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

REVIEWED BY: Marc Mattox, Interim Town Manager

SUBJECT: Camp Fire Recovery Updates - Infrastructure

COUNCIL ACTION REQUESTED:

1. None, written monthly update only.

Background:

This report continues the Monthly Disaster Recovery Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire.

Analysis:

Road Rehabilitation

As previously covered in related Agenda Summaries and Updates, the Town of Paradise has secured funding from both FEMA and Federal Highways Administration for the purposes of road rehabilitation associated with Camp Fire damages from the fire itself, debris removal and tree removal operations. These projects cover all Town of Paradise publicly owned and maintained roadways.

A revised paving plan has been published here:

https://www.google.com/maps/d/u/0/viewer?mid=1w-PjuvtL5rmmOj_EM-4lFaj7sV-YVRs&ll=39.763511840651375%2C-121.61120815000001&z=13

This paving plan informs residents of which roads are expected to be paved in which calendar year. The plan will be updated frequently as actual field conditions change.

The first project in this series, Skyway between Crossroads and Westchester Way is nearing full closeout, anticipated to be considered by Council in spring 2023.

The Town of Paradise has awarded and scheduled 9 miles of paving for 2023. The roads planned and tentative schedule is provided below:

Notice to Proceed April 1, 2023:

- Dean Rd
- Merrill Rd
- Stearns Rd
- Country Club
- Wagstaff Rd (Clark to Pentz)
- Bille Rd (Clark to Vista Knolls)

The below roads are slated to begin July 1, 2023.

- Sawmill Rd (Bille to Pearson)
- Elliott Rd (Ingalls to Cameron)
- Pearson Rd (Clark to Pentz)
- S Libby Rd

A Special Notice of Planned Work was distributed to property owners of the paving projects noted above with contact information.

Work on Dean, Merrill, Stearns and Country Club is underway with paving expected to be complete by mid-May.

Prior updates have noted the Town plans to pave 19 miles in 2023. The remaining 10 miles schedule are currently on hold until renewed environmental review is completed by FEMA. This second cycle of environmental review is due to the Improved Project status the project received recently. In the last month, staff has met with FEMA and received encouraging progress updates. As soon as the Town receives approval to proceed, we will advertise and bid the project accordingly.

Paradise Sewer Project

Efforts for Past Month:

Previous Updates:

- *The Central Valley Regional Water Quality Control Board (Regional Board) hosted meetings of the Sewer Regionalization Project Advisory Committee (SRPAC). The SRPAC last met on March 21, 2022 at the City of Chico council chambers and finalized the first draft of the Principles of Agreement (POA). The POA served as a starting point for drafting an intermunicipal agreement (IMA) between Paradise and Chico to address treatment of Paradise wastewater at the Chico Water Pollution Control Plant. Information about SRPAC meetings, including agendas and meeting minutes, are at www.paradisesewer.com.*

The 30-day appeal period for the Final EIR closed on December 8, 2022. No appeals were filed.

Presented the draft IMA to the Paradise Town Council on February 14, 2023 and the Chico City Council on February 21, 2023 for their respective consideration. Both councils approved the IMA (Town approval with direction to Town Manager to execute minor changes from Chico, Chico approval without changes). The IMA was signed by both parties.

On February 22, issued a "Request for Qualifications for an On-call Owner's Agent for the Paradise Sewer Project." The Owner's Agent will assist the Town with the design and construction phases of the Project. SOQs were submitted to the Town on April 3, 2023.

- Reviewed Owner's Agent SOQs submitted on April 3. Short-listed firms for interviews on April 25 & 26.
- Continued to update the project's public website (www.paradisesewer.com).
- Continued funding application efforts with the State and CDBG-DR.

Efforts for Next Month:

- Select Owner's Agent consultant and negotiate contract.
- Continue funding application efforts and funding due diligence.
- Prepare procurement for Progressive Design Build project teams.
- The City of Chico is working with Butte LAFCo to hear the "Extension of Services" request at the June LAFCo meeting.



Town of Paradise

Council Agenda Summary

Agenda Item: 1(g)

Date: May 9th, 2023

ORIGINATED BY: Tony Lindsey, Community Development
 Director, Building & Code Enforcement

REVIEWED BY: Marc Mattox, InterimTown Manager

SUBJECT: Camp Fire Recovery Updates – Code Enforcement

LONG-TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Code Enforcement Update

Background:

The mission of the Code Enforcement Division is to promote and maintain a safe and desirable living and working environment. We help maintain and improve the quality of our community by administering a fair and unbiased enforcement program to correct violations of municipal codes and land use requirements. We work with residents, neighborhood associations, public service agencies, and other Town departments to:

- Facilitate voluntary compliance with Town codes.
- Empower community self-help programs.
- Develop public outreach programs.
- Establish community priorities for enforcement programs.

Analysis:

Code Enforcement receives complaints of violations from staff and general community members. Each complaint is investigated and verified by our Officers.

Temporary Use Permits (TUPs) issued under Urgency Ordinance as of 4/27/2023 = 195 (Exhibit A):

- 37 – Parcels with RV Storage only (16 RVs on site)
- 158 – Parcels permitted to occupy an RV (101 currently occupied, 10 occupied sites have submitted building permit applications, and 20 are receiving rebuild assistance (Town Housing Division, North Valley Catholic Social Services Disaster Case Managers, Recover California, Tzu Chi)
- 15 – Accessory structures (Sheds, Shops, Non-habitable)

RV Code Enforcement activity for the reporting period March 31st – April 27th (Exhibit B & C):

- Occupied sites without TUPs – 126
- Occupied sites with TUP Violations – 3
- Compliance gained/RV cases closed – 7
 - 7 – Violations resolved (New Owner, Storage permit issued, RV removed, Building permit issued)

- Civil Abatement Cases have been forwarded to Town Attorney – 49. Thirty-one cases have been resolved, and 18 remain eligible for action.

The Community Enhancement Outreach Team, consisting of Fire Prevention, Police, Housing, Disaster Case Managers (DCMs), and Code Enforcement staff, visited 57 RV sites. The team contacted 34 community members in April:

- 5 – Refused assistance
- 3 – Do not qualify
- 12 – Tenants and did not own the property
- 21 – Owner-occupied
- 2 – Purchased the property post-Camp Fire
- 25 – Supplied contact information to DCM staff (North Valley Catholic Social Services and Town Housing Division)

Other Code Enforcement Items:

- Abandoned Vehicle Authority abatements – 4
 - Three vehicles voluntarily abated.
 - One vehicle was towed.

- Complaints regarding waste and refuse, zoning, building without a permit, camping, fire hazards, vehicles, vending, no garbage service, grading, etc.

Fire Prevention is built upon the philosophy of three main objectives: Education, Engineering, and Enforcement. Fire Prevention is vital in the community and our continued economic development. Our defensible space and hazardous fuel management ordinance require property owners to keep their parcels fire-safe, whether they live in Town or not. The Fire Prevention staff performs weed abatement inspections on 11,100 parcels within our community.

Escrow defensible space inspections during April:

Clearance requests received – 79

Certificates issued – 61

Land Surveyor's Certifications on file – 22

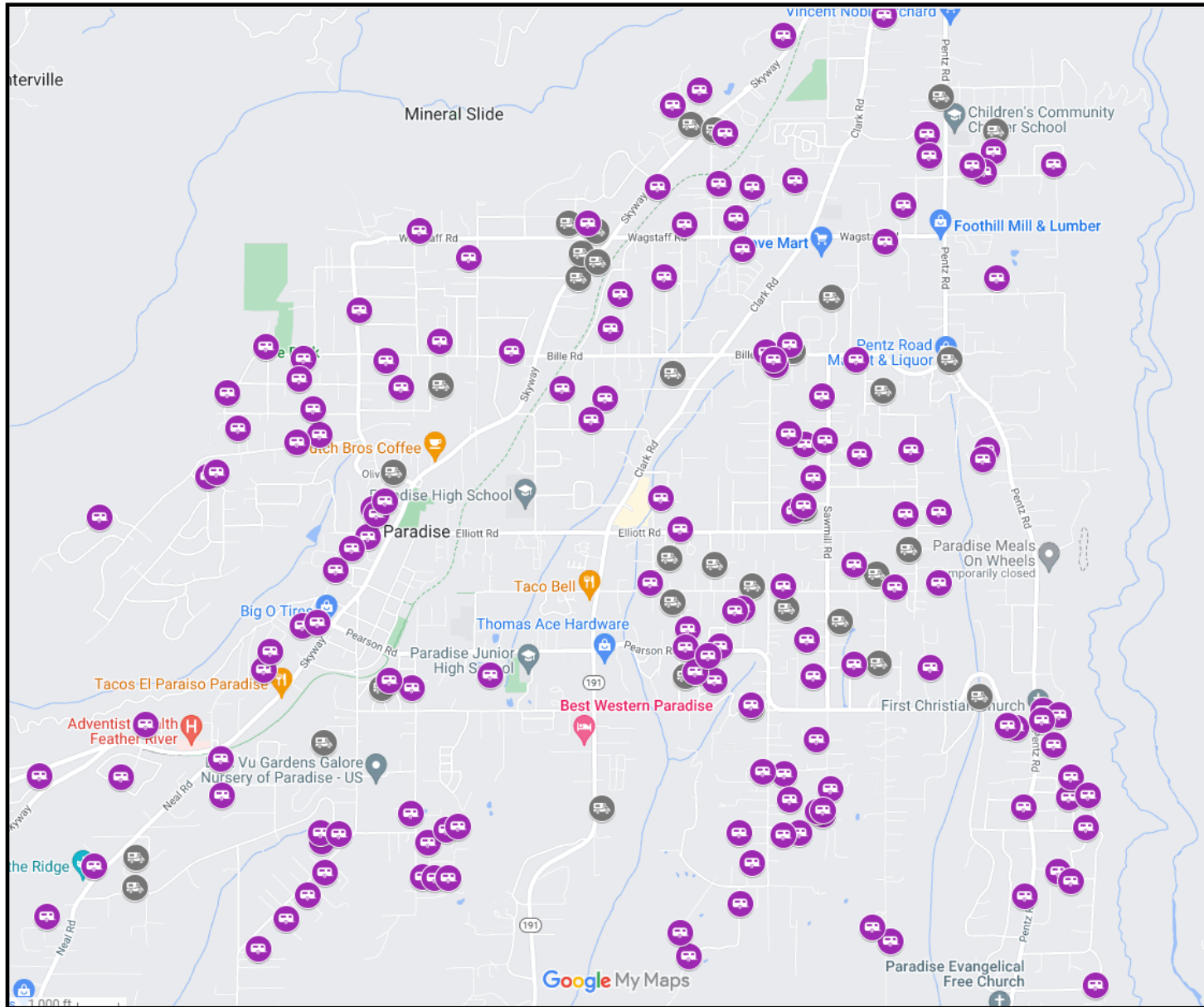
First inspection compliance rate – 65%

Town-wide Defensible Space Program inspections completed as of 4/25/2023:

- Compliant – 8,334 (approx. 75%)
- Non-compliant – 2,573 (not including active code enforcement cases)
- Code Enforcement Referrals for citation – 193 Active Code Cases
 - 12 – Commercial parcels, 181 – Residential parcels
- 14 Sites have been forwarded to the Town Attorney to initiate Abament action.

EXHIBIT A

TUPs under ORD 612 4/27/2023



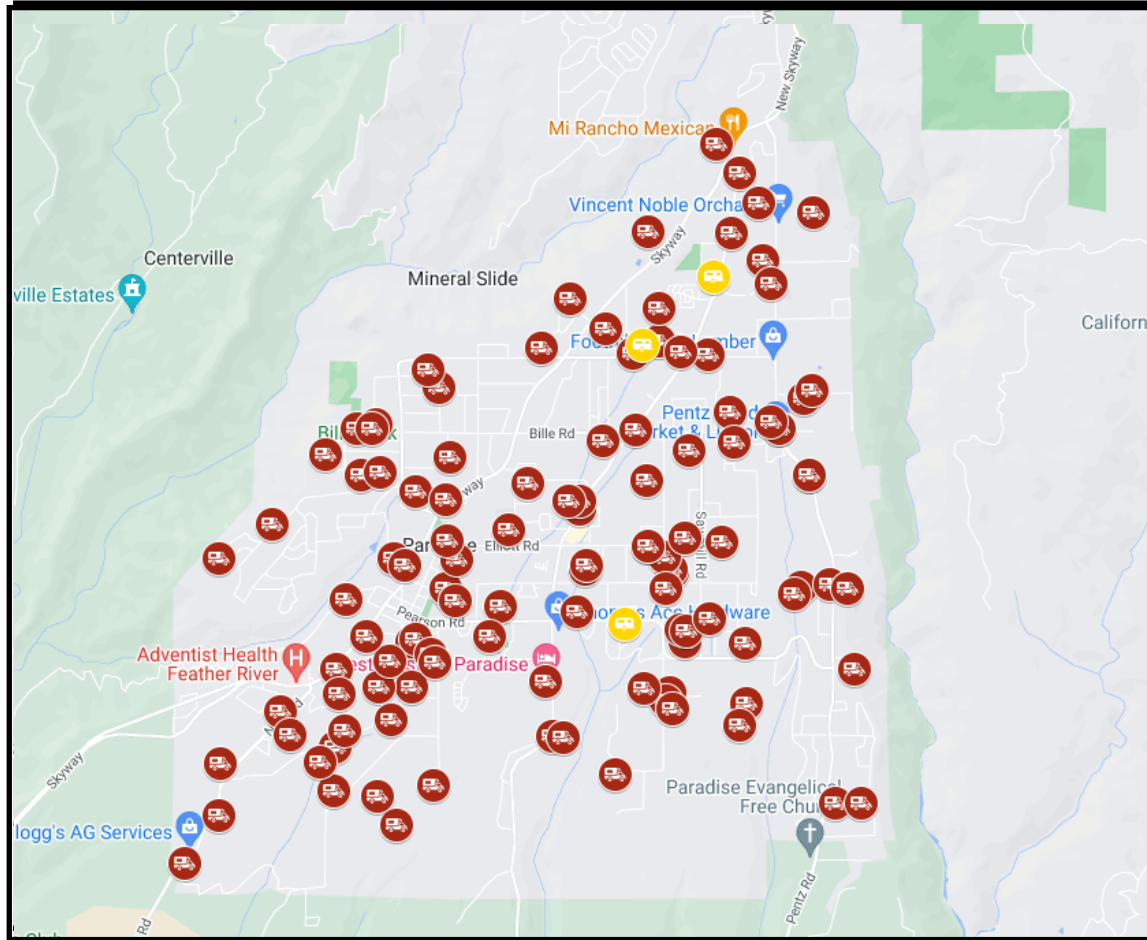
RV TUP STORAGE ONLY **37**



RV TUP OCCUPIED **158**

EXHIBIT B

TUP Violations 4/27/2023



Violations w/ TUP 3

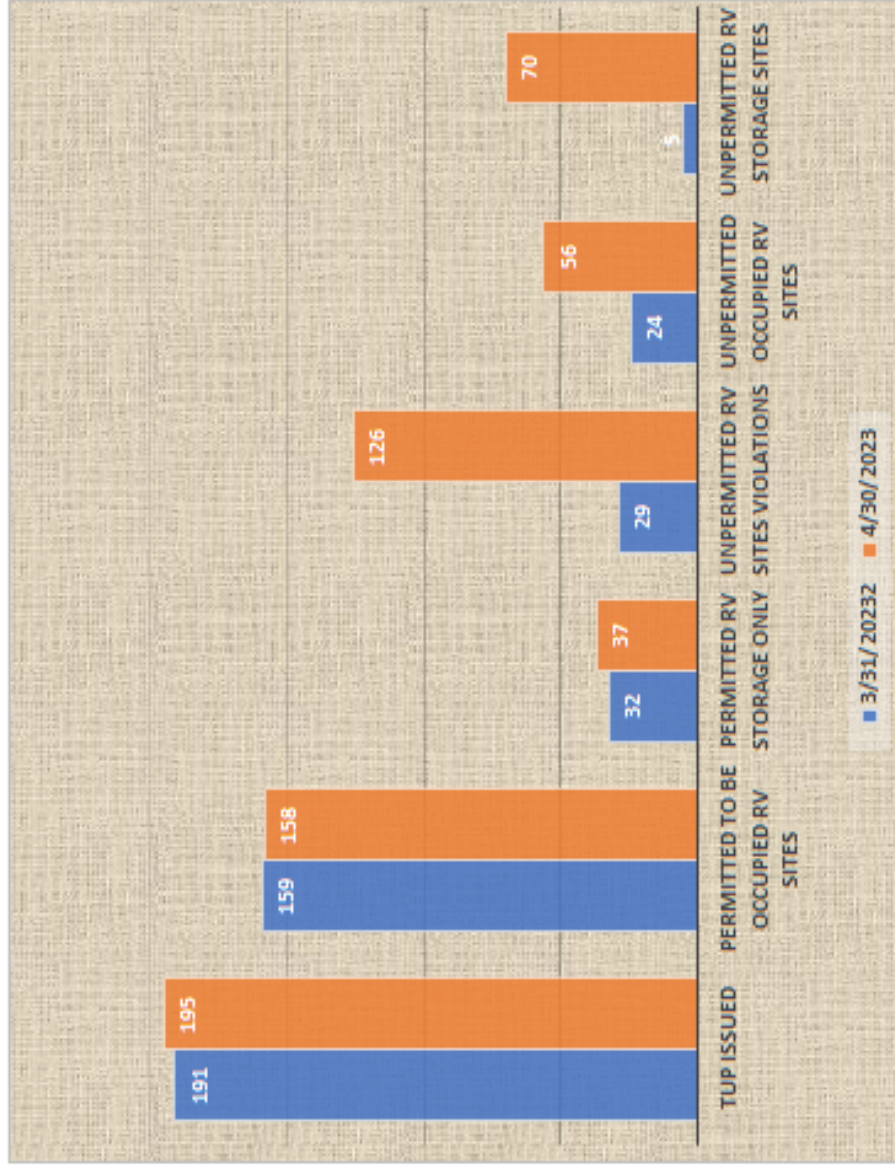


RV no TUP 126

EXHIBIT C

Urgency Ordinance RV Activity

3/31/2023 vs 4/27/23





Town of Paradise
Council Agenda Summary
Date: May 9, 2023

Agenda Item: 1(g)

ORIGINATED BY: Kate Anderson, Housing Program Manager
REVIEWED BY: Marc Mattox, Interim Town Manager
SUBJECT: Housing Recovery Update
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. None

Background:

This report provide the Town Council with an update of Housing activities. A summary of the programs, with overall interest and change from the last month, follows.

Analysis:

We have 30.35% (+0.41) of our pre-disaster housing stock to-date (1,377 surviving units + 2,270 new CofOs to-date [+50 from last month] = 3,647 habitable dwellings / 12,015 housing units before the Camp Fire). An additional 811 (-23) permits have been issued but have not received their CofO yet.

Town of Paradise Owner-Occupied Rehabilitation/Reconstruction Program (\$21 million)

- This program helps homeowners rehabilitate or reconstruct their home.
- **To-date 34 (+1) homes rebuilt, 18 (+1) under construction, 35 (-0) in the application process.**

State of California/ReCoverCA: Owner-Occupied Rehabilitation/Reconstruction Program (\$47 million across state)

- Grants of up to \$500,000 for property owners.
- **To-date 9 (+0) homes finaled, 6 (+0) permits issued, 8 (+2) plans submitted for review.**

Town of Paradise First-Time Homebuyer Program (\$2 million)

- Helping to make home ownership more affordable by providing assistance toward the purchase price and closing costs of an owner-occupied, affordable housing unit.
- **To-date 12 (+0) homes purchased and 29 (+0) applications in process.**

Town of Paradise Septic Grant Program (\$570,000)

- Grants up to \$17,000 to assist Camp Fire survivors to repair or replace septic systems damaged or destroyed during the Camp Fire or subsequent clean-up efforts.
- **To-date 14 (+0) jobs completed, 10 (+0) under construction, 24 (-2) applications pending.**

CDBG-DR Multifamily Rental Housing Program (\$55 million)

- Goal is to create affordable rental housing
- **7 projects funded for 290 units; 3 projects (59 units) to be completed by fall 2024 and 4 projects (231 units) are dependent on tax credit allocations for full funding.**

HOME Infill New Construction (\$700,000)

- Create affordable housing for first-time homebuyers.
- North Valley Housing Trust purchasing two lots.
- **Grant approved but not awarded as program is still suspended by HCD**

CDBG (2022 Annual Allocation: \$107,537, unspent funds=\$143,024)

- No timeliness issue!
- Continuing to fund public services and lot acquisition for local self-help non-profits
- CV funds (\$208,244 not included above) being moved from Small Business Assistance to Public Services to assist households living in RVs with emergency rental assistance.

Financial Impact:

None.



**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 5:15 PM – April 11, 2023**

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Bolin at 5:18 p.m. in the Council Chambers located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

COUNCIL MEMBERS PRESENT: Steve Crowder, Steve “Woody” Culleton, Ron Lassonde, Rose Tryon and Greg Bolin, Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Kevin Phillips, Town Clerk/Elections Official Dina Volenski, Town Attorney Scott E. Huber, Human Resources and Risk Management Director Crystal Peters, Public Works Director/Town Engineer Marc Mattox and Information Systems Director Luis Marquez.

At 5:19 p.m. Mayor Bolin announced that the Town Council would adjourn to Closed Session for the following items:

2. CLOSED SESSION

- 2a. Pursuant to Government Code Section 54957(b)(1), the Town Council will hold a closed session with the Town Manager to consider the appointment of a Finance Director/Town Treasurer.
- 2b. Pursuant to Government Code section 54956.9(d)(4), the Town Council will meet with the Town Manager and Town Attorney to consider initiation of litigation (1 potential case).

After reconvening from Closed Session at 5:48 p.m., Mayor Bolin announced that no reportable action was taken, direction was given.

3. ADJOURNMENT

Mayor Bolin adjourned the Council meeting at 5:50 p.m.

Date approved:

By:

Attest:

Greg Bolin, Mayor

Dina Volenski, CMC, Town Clerk



TOWN COUNCIL Meeting Minutes

6:00 PM – April 11, 2023

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 Lassonde.

COUNCIL MEMBERS PRESENT: Steve Crowder, Steve “Woody” Culleton, Ron Lassonde, Rose Tryon and Greg Bolin, Mayor

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Kevin Phillips, Town Attorney Scott E. Huber, Town Clerk/Elections Official Dina Volenski, Community Development Director Susan Hartman, Community Development Director Tony Lindsey, Public Works Director/Town Engineer Marc Mattox, Recovery and Economic Development Director Colette Curtis, Business and Housing Manager Kate Anderson, Recovery and Economic Development Project Manager Brian Solecki, Capital Projects Manager David Kehn, Facilities Coordinator Kelly Conner, Police Lieutenant Cameron Kovacs, and Fire Chief Patrick Purvis.

- 1a. Mayor Bolin presented a proclamation to Kathy Dysert, President of the Paradise Arts Alliance and David Zink, President of PATCH, recognizing April as Arts, Culture and Creativity Month. (180-40-27)
- 1b. Mickey Rich presented an update from Paradise Irrigation District on the new meter connection.
- 1c. Camp Fire Recovery Updates - Written reports are included in the agenda packet. (110-60-061)

Colette Curtis, Recovery and Economic Development Director - Recovery Projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations.

Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update

Tony Lindsey, CDD-Building and Code Enforcement - Code Enforcement Update

Kate Anderson, Business and Housing Manager - Business and Housing Update

2. CONSENT CALENDAR

MOTION by Culleton, seconded by Lassonde, approved consent calendar items 2a through 2d. Roll call vote was unanimous.

- 2a. Approved the Special and Regular minutes of the March 14, 2023, and Special minutes of March 17, 2023 Town Council meetings.
- 2b. Approved March 2023 Cash Disbursements in the amount of \$4,807,499.74. (310-10-034)
- 2c. 1. Rescinded Resolution No. 2022-67 “A Resolution of The Town Council of The Town of Paradise Adopting the New CalHome Homebuyer Acquisition Only/Acquisition With Rehabilitation Programs Guidelines”; and, 2. Adopted Resolution No. 2023-14 “A Resolution of The Town Council of The Town of Paradise Adopting the New CalHome Homebuyer Acquisition Only/Acquisition With Rehabilitation Programs Guidelines”. (710-10-086)
- 2d. Reviewed and ratified the submission of the letter of sponsorship for AB 556 (Gallagher) and the letter of support for AB 573 (Garcia). (180-30-100, 550-30-003)

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION

- 1. Mimi Brown asked for an update on a hospital opening on the ridge; the results of the road survey; how the mayor is decided; and how the location of Town Council meetings are advertised.
- 2. John Gillander asked Council to enforce “dig-once” on his private road.
- 3. Diana Shuey asked about the status of the Feather River Hospital being rebuilt.
- 4. Tom Keith asked what the Town is doing for The Plantation.
- 5. Sharon Hollingsworth spoke on behalf of the residents of The Plantation and the need for assistance in rebuilding.

5. PUBLIC HEARINGS

- 5a. Business and Housing Manager Kate Anderson provided an overview of the 2023-2024 Draft Annual Action Plan.

Mayor Bolin opened the public hearing at 6:55 p.m.

There were no public comments.

Mayor Bolin closed the public hearing at 6:55 p.m.

MOTION by Culleton, seconded by Tryon, 1. Adopted the Draft 2023-2024 Annual Action Plan as submitted; and 2. Authorized staff to submit the adopted 2023-2024 Annual Action Plan to the U.S. Department of Housing and Urban Development. Roll call vote was unanimous. (710-10-103)

- 5b. Community Development Director Susan Hartman provided an overview of the proposed ordinance regarding short-term rentals and the Planning Commission's recommendations to not restrict the number of Short-Term Rentals allowed in Town.

Mayor Bolin opened the public hearing at 7:14 p.m.

1. Aubrey Pruis spoke in favor of this item and supported Planning Commission's recommendation to not limit the number of Short-Term Rentals allowed in Town.

2. Mark Thorp spoke in favor of this item and supported Planning Commission's recommendation to not limit the number of Short-Term Rentals allowed in Town.

3. Monica Nolan spoke in favor of this item and supported Planning Commission's recommendation to not limit the number of Short-Term Rentals allowed in Town.

4. Mimi Brown stated that Short-Term housing is needed and Town and supported no cap on the number allowed.

Mayor Bolin closed the public hearing at 7:21 p.m.

MOTION by Culleton, seconded by Crowder, 1. Concurred with the project "CEQA determination" findings embodied within Planning Commission Resolution No. 2023-01; and, 2. Waived the first reading of Town Ordinance No. 625 and read by title only; and, 3. Introduced Town Ordinance No. 625 "An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 [Zoning] Relative to Short-Term Rentals" with the number of short-term rentals allowed in Town to be revisited annually. Roll call vote was unanimous. (540-16-194)

- 5c. Police Lieutenant Cameron Kovacs provided an overview of the updated Military Equipment Policy and annual report.

MOTION by Lassonde, seconded by Tryon, approved the updated Military Equipment Policy for Paradise Police Department. Roll call vote was unanimous. (480-05-013)

There will be a public hearing at the May 9, 2023 Town Council meeting to review and confirm the continuation and enforcement of the Ordinance.

At 7:38 p.m. Mayor Bolin recessed the Council meeting for a 5-minute break.

At 7:45 p.m. Mayor Bolin resumed the Council meeting.

6. COUNCIL CONSIDERATION

- 6a. Recovery and Economic Development Director Colette Curtis provided an overview of the proposed Early Warning Siren guidelines and announced that there will be a Town-Wide Emergency drill on June 15th to test the system.

MOTION by Culleton, seconded by Crowder, Approved the proposed Town of Paradise Early Warning Siren Guidelines. Roll call vote was unanimous. (420-30-009)

- 6b. Council Member Culleton recused himself from the dais at 8:02 p.m. due to a potential conflict of interest with the Transient Occupancy Tax (TOT) discussion.

Recovery and Economic Development Director Colette Curtis provided an overview of the proposed options for distributing TOT revenues.

1. Monica Nolan spoke in favor of this item and suggested 50% of the allocated funds be distributed to the Chamber of Commerce and the remaining 50% be distributed to the other organizations on the ridge.

2. Aubrey Pruis spoke in favor of the TOT funds being distributed to the Chamber of Commerce, PPAC and The Gold Nugget Museum.

3. Mark Thorp spoke in favor of TOT funds be partially distributed to the Gold Nugget Museum.

4. Kelly Conner spoke in favor of TOT funds being partially distributed to the Paradise Performing Arts Center.

5. Mark Thorp spoke on behalf of Theater on the Ridge (TOTR) and advocated that part of the TOT funds be distributed to TOTR.

6. Kathy Dysert clarified that PAC and PATCH support each other.

Council Member Lassonde proposed the following:

The Town should allocate \$100,000 of the Transient Occupancy Tax to the Recovery and Economic Development Director to administer the following effort:

The Director of Economic Development (DED), Colette Curtis should be tasked to develop a program that would solicit proposals from various businesses located in Paradise to develop new efforts to increase the tourism to Paradise with the goal to increase year over year tourism revenue.

The DED will advertise this new program to ensure all interested Paradise businesses have an opportunity to present their proposals in the form that will outline what they plan to accomplish, how they plan to accomplish it, how they plan to demonstrate that they have delivered an increase in tourism and the amount of the available TOT that they are requesting to fund their effort.

The DED, along with two Town Council Members will form a committee to review all proposals and select those proposal(s) that will be presented to the Town Council for approval, to be funded, and to move forward.

The expectation is that the yearly amount awarded to the selected businesses will be for an initial 2-year period with the availability of two 1-year extensions. Those extensions will be predicated on the business accomplishing the goals that they set forth in their proposals and validated by the DED.

The DED will develop metrics that will be presented to the Town Council on a semi-annual basis to demonstrate to the Council the effectiveness of this new program.

All Council concurred, except Council Member Culleton who was not present. (395-70-008)

Council Member Culleton returned to the dais at 8:21 p.m.

- 6c. Fire Chief Patrick Purvis provided an overview of the proposed second amendment to the Cal Fire services agreement that will increase the contract amount.

MOTION by Culleton, seconded by Crowder, Adopted Resolution No. 2023-15 “A Resolution of the Town Council of the Town of Paradise Approving the “Second Amendment” with the California Department of Forestry and Fire Protection (CAL FIRE) for Services from July 1, 2021 through June 30, 2025, Contract Agreement Number 2CA05233” for a maximum amount not to exceed \$18,994,417.” Roll call vote was unanimous. (510-20-296)

- 6d. **MOTION by Tryon, seconded by Bolin**, Appointed Councilmember Lassonde, to join Council Member Culleton on the Exceptions Committee due to the vacancy created by Council Member Jody Jones. Roll call vote was unanimous. (540-10-021)

- 6e. Community Development Director Susan Hartman provided an overview of the proposed MOU with the “jurisdictions” regarding SB 1383 regarding organic waste.

1. James Rose shared that he believed Grocery Outlet was giving food directly to the Food Pantry.

MOTION by Culleton, seconded by Lassonde, Authorized the Town Attorney to review and approve the draft MOU agreement to be executed between the Town of Paradise and the “Jurisdictions” regarding SB 1383 which requires the state to reduce organic waste (food waste, green waste, paper products, etc.) disposal by 75% by 2025; and, 2. Authorized the Town Manager, on behalf of the Town of Paradise, to sign the MOU agreement. Roll call vote was unanimous. (940-10-029)

- 6f. Public Works Director/Town Engineer Marc Mattox provided an overview of the Project Baseline Agreements with Caltrans binding each to certain responsibilities to process State and Federal funded projects.

MOTION by Lassonde, seconded by Culleton, approved the following:

Project Baseline Agreements for Go Paradise: Pentz Student Pathway and Neal Gateway Project between the Town of Paradise, the California Transportation Commission and California Department of Transportation, binding each to certain responsibilities to process State and federal funded projects; and,

1. Adopted Resolution No. 2023-16 “A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager or his Designee to sign the Project Baseline Agreement between the California Transportation Commission, the California Department of Transportation, and the Town of Paradise for the Active Transportation Program Corresponding to Project Go Paradise: Pentz Student Pathway Project”; and,

2. Adopted Resolution No. 2023-17 “A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager or his Designee to sign the Project Baseline Agreement between the California Transportation Commission, the California Department of Transportation, and the Town of Paradise for the Active Transportation Program Corresponding to Project Go Paradise: Neal Gateway Project.” Roll call vote was unanimous. (940-80-004, 510-20-378, 510-20-379)

7. COUNCIL INITIATED ITEMS AND REPORTS

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

Council Member Lassonde met with Community Development Directors Susan Hartman and Tony Lindsey to learn about the processes of plan submittals; attended the Boys and Girls Club Cookoff; a focus group on wildfire vulnerability; and ribbon cuttings for Life Resource and Barber Johns.

Council Member Crowder attended interviews for the Finance Director position; ribbon cuttings for Barber John’s and Paintings by Dawn; a follow-up meeting for the Washington DC advocacy trip; and spoke with

Congressman LaMalfa's Chief of Staff and his office introducing a bill which would expand the disaster tax exemption to multiple man-caused disasters.

Vice Mayor Tryon attended the Solid Waste Committee meeting; announced a hazardous waste removal day on May 6th; attended the Butte County Air Quality Management District (BCAQMD) Finance meeting; attended the Butte County Association of Government and BCAQMD meetings; testified at the State Capital and met with the State Senators and Representatives along with Town Manager Phillips, Recovery and Economic Development Director Colette Curtis and Public Works Director/Town Engineer Marc Mattox.

Council Member Culleton attended the Solid Waste Committee meeting.

Mayor Bolin responded to various interviews from news agencies regarding the fire-retardant lawsuit in Montana; and attended the monthly LAFCo meeting.

7c. Future Agenda Items - None

8. STAFF COMMUNICATION

8a. Town Manager Phillips thanked Council and Town staff for their support during his time of employment at the Town of Paradise.

Community Development Director Susan Hartman reported that the Planning Commission approved the use permit for a convenience store/gas station rebuild; that environmental Health will administer the food facility plan check for Blue Lagoon Chowder House; and that the Pre-Approved Master ADU Plans are in review.

Town Council thanked Kevin Phillips for his service to the Town.

9. CLOSED SESSION - None

10. ADJOURNMENT

Mayor Bolin adjourned the meeting at 9:25 p.m.

Date approved:

By:

Attest:

Greg Bolin, Mayor

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
April 1, 2023 - April 30, 2023



CASH DISBURSEMENTS REPORT
April 1, 2023 - April 30, 2023

Check Date	Pay Period End	Description	Amount	Total
4/14/2023	4/9/2023	Net Payroll - Direct Deposits and Checks	\$ 206,641.91	
4/28/2023	4/23/2023	Net Payroll - Direct Deposits and Checks	<u>216,809.96</u>	
				\$ 423,451.87
Accounts Payable				
		Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	441,860.50	
		Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>\$ 3,924,703.15</u>	
		TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>4,366,563.65</u>
		GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 4,790,015.52</u></u>

APPROVED BY:

 Sandi Miller / Accounting Manager

TOWN OF PARADISE
Payment Register

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

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>									
83119	04/04/2023	Open			Accounts Payable	ICMA 457 - MissionSquare	\$3,200.00		
83120	04/04/2023	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
83121	04/06/2023	Open			Accounts Payable	4LEAF, Inc	\$28,860.00		
83122	04/06/2023	Open			Accounts Payable	Airvac - Air Vacuum Corporation	\$1,341.55		
83123	04/06/2023	Open			Accounts Payable	All-American Construction, Inc.	\$40,269.51		
83124	04/06/2023	Open			Accounts Payable	AT&T MOBILITY	\$89.46		
83125	04/06/2023	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$88,500.00		
83126	04/06/2023	Open			Accounts Payable	Bidwell Truck & Auto	\$7,389.99		
83127	04/06/2023	Open			Accounts Payable	Big O Tires	\$324.95		
83128	04/06/2023	Open			Accounts Payable	Blancett, Jacquelyn	\$29.61		
83129	04/06/2023	Open			Accounts Payable	Broad & Gusman	\$4,000.00		
83130	04/06/2023	Open			Accounts Payable	Bug Smart	\$41.00		
83131	04/06/2023	Open			Accounts Payable	Bug Smart	\$42.00		
83132	04/06/2023	Open			Accounts Payable	Bullock , Warren	\$364.33		
83133	04/06/2023	Open			Accounts Payable	Butte County Construction Inc	\$54,837.00		
83134	04/06/2023	Open			Accounts Payable	Butte County Information Systems	\$141,548.80		
83135	04/06/2023	Open			Accounts Payable	Cole Huber LLP	\$35,732.56		
83136	04/06/2023	Open			Accounts Payable	Darling, Kevin	\$152.15		
83137	04/06/2023	Open			Accounts Payable	De Lage Landen Public Finance LLC	\$781.25		
83138	04/06/2023	Open			Accounts Payable	Dirt to Doorknobs	\$50,000.00		
83139	04/06/2023	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$525.00		
83140	04/06/2023	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$6,412.50		
83141	04/06/2023	Open			Accounts Payable	Dodini, Frank	\$22.95		
83142	04/06/2023	Open			Accounts Payable	Elk Grove Auto / Winner Chevrolet	\$53,099.33		
83143	04/06/2023	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$415.00		
83144	04/06/2023	Open			Accounts Payable	EXECUTIVE HOMES	\$42,580.00		
83145	04/06/2023	Open			Accounts Payable	FIDELITY NATIONAL TITLE COMPANY -	\$100,000.00		
83146	04/06/2023	Open			Accounts Payable	Fletcher's Plumbing & Contracting, Inc	\$22,100.00		
83147	04/06/2023	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING	\$135.00		
83148	04/06/2023	Open			Accounts Payable	GOLDEN STATE SOLUTIONS	\$3,361.67		
83149	04/06/2023	Open			Accounts Payable	Golden State Emergency Vehicle	\$145.47		
83150	04/06/2023	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$2,754.86		
83151	04/06/2023	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES, INC	\$19,800.00		
					Accounts Payable	Hope Crisis Response Network, Inc			

TOWN OF PARADISE
Payment Register

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

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>									
83152	04/06/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$5,001.00		
83153	04/06/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$20,000.00		
83154	04/06/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$25,000.00		
83155	04/06/2023	Open			Accounts Payable	HQE Systems, Inc.	\$191,062.69		
83156	04/06/2023	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV	\$45,008.47		
83157	04/06/2023	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$271.14		
83158	04/06/2023	Open			Accounts Payable	J.J.R. Enterprises Inc	\$2,912.91		
83159	04/06/2023	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$186.45		
83160	04/06/2023	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$61,369.13		
83161	04/06/2023	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$19,965.00		
83162	04/06/2023	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
83163	04/06/2023	Open			Accounts Payable	Look Ahead Veterinary Services	\$805.23		
83164	04/06/2023	Open			Accounts Payable	Mark Thomas & Company Inc	\$19,547.00		
83165	04/06/2023	Open			Accounts Payable	Mark Thomas & Company Inc	\$931.43		
83166	04/06/2023	Open			Accounts Payable	Mennonite Disaster Service	\$50,000.00		
83167	04/06/2023	Open			Accounts Payable	Mennonite Disaster Service	\$8,000.00		
83168	04/06/2023	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$2,245.00		
83169	04/06/2023	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$579.00		
83170	04/06/2023	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$582.00		
83171	04/06/2023	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$508.00		
83172	04/06/2023	Open			Accounts Payable	MIKE GOGGIA TREE SERVICE	\$1,600.00		
83173	04/06/2023	Open			Accounts Payable	Morgan Ridge Construction, Inc.	\$17,196.44		
83174	04/06/2023	Open			Accounts Payable	Morgan Ridge Construction, Inc.	\$2,050.00		
83175	04/06/2023	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$429.19		
83176	04/06/2023	Open			Accounts Payable	Munich Reinsurance America, Inc.	\$3,382.75		
83177	04/06/2023	Open			Accounts Payable	Munsterman, Eric and Debra	\$14,000.00		
83178	04/06/2023	Open			Accounts Payable	NATIONAL PUBLIC SAFETY	\$170.53		
83179	04/06/2023	Open			Accounts Payable	INFORMATION BUREAU NIKO LLC	\$284.34		
83180	04/06/2023	Open			Accounts Payable	Norris, Melanie	\$334.48		
83181	04/06/2023	Open			Accounts Payable	North State Tire Co. Inc.	\$521.19		
83182	04/06/2023	Open			Accounts Payable	NORTHERN RECYCLING & WASTE	\$502.90		
83183	04/06/2023	Open			Accounts Payable	SERVICES, INC NORTHGATE PETROLEUM CO	\$9,265.53		
83184	04/06/2023	Open			Accounts Payable	NORTHSTAR	\$23,772.25		

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Payment Register

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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>									
83185	04/06/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$84.16		
83186	04/06/2023	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$23.57		
83187	04/06/2023	Open			Accounts Payable	One Source Builders, Inc.	\$298.67		
83188	04/06/2023	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$952.16		
83189	04/06/2023	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$2,638.21		
83190	04/06/2023	Open			Accounts Payable	Peters, Habib, McKenna, Juhl-Rhodes & Co LLC	\$1,633.50		
83191	04/06/2023	Open			Accounts Payable	PETTY CASH, CHRISTINA	\$19.56		
83192	04/06/2023	Open			Accounts Payable	PROFRAME CONSTRUCTION, INC.	\$36,310.56		
83193	04/06/2023	Open			Accounts Payable	Proframe Construction, Inc.	\$36,310.56		
83194	04/06/2023	Open			Accounts Payable	Psomas	\$27,860.30		
83195	04/06/2023	Open			Accounts Payable	Psomas	\$12,286.60		
83196	04/06/2023	Open			Accounts Payable	Psomas	\$1,654.26		
83197	04/06/2023	Open			Accounts Payable	Psomas	\$40,018.74		
83198	04/06/2023	Open			Accounts Payable	Psomas	\$22,670.50		
83199	04/06/2023	Open			Accounts Payable	SBA Monarch Towers III LLC	\$173.16		
83200	04/06/2023	Open			Accounts Payable	She Builds	\$70,771.21		
83201	04/06/2023	Open			Accounts Payable	SONSRAY MACHINERY LLC	\$1,014.57		
83202	04/06/2023	Open			Accounts Payable	Spherion Staffing	\$4,309.71		
83203	04/06/2023	Open			Accounts Payable	St John, Mollie, A	\$396.75		
83204	04/06/2023	Open			Accounts Payable	Stratti	\$10,010.59		
83205	04/06/2023	Open			Accounts Payable	T MOBILE USA, INC.	\$1,558.59		
83206	04/06/2023	Open			Accounts Payable	Tahoe Pure Water Co.	\$75.00		
83207	04/06/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG.	\$524.38		
83208	04/06/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE	\$158.80		
83209	04/06/2023	Open			Accounts Payable	THOMAS ACE HARDWARE -	\$29.64		
83210	04/06/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE	\$2.42		
83211	04/06/2023	Open			Accounts Payable	Tri Flame Propane	\$404.43		
83212	04/06/2023	Open			Accounts Payable	Valley Lock & Safe	\$62.50		
83213	04/06/2023	Open			Accounts Payable	Velazquez Flying Carpet Man	\$1,800.00		
83214	04/06/2023	Open			Accounts Payable	VistaNet Inc.	\$1,260.65		
83215	04/06/2023	Open			Accounts Payable	Wayne A. Murphy General Contractor	\$11,900.00		
83216	04/06/2023	Open			Accounts Payable	Wayne A. Murphy General Contractor	\$14,000.00		
83217	04/06/2023	Open			Accounts Payable	White Glove Cleaning Svc Inc, Theresa	\$5,610.00		

TOWN OF PARADISE
Payment Register

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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>									
83218	04/06/2023	Open			Accounts Payable	WITMEIER AUTO CENTER	\$96.53		
83219	04/12/2023	Open			Accounts Payable	Aflac	\$57.98		
83220	04/12/2023	Open			Accounts Payable	Met Life	\$12,236.90		
83221	04/12/2023	Open			Accounts Payable	OPERATING ENGINEERS	\$1,071.00		
83222	04/12/2023	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,015.41		
83223	04/12/2023	Open			Accounts Payable	SUN LIFE INSURANCE	\$7,101.38		
83224	04/12/2023	Open			Accounts Payable	SUPERIOR VISION SVC INC	\$870.50		
83225	04/12/2023	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$120.00		
83226	04/18/2023	Open			Accounts Payable	ICMA 457 - MissionSquare	\$3,452.08		
83227	04/18/2023	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
83228	04/20/2023	Open			Accounts Payable	4LEAF, Inc	\$24,030.00		
83229	04/20/2023	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$65.59		
83230	04/20/2023	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$15.42		
83231	04/20/2023	Open			Accounts Payable	Alekseev, Nadia	\$37.53		
83232	04/20/2023	Open			Accounts Payable	All-American Construction, Inc.	\$81,448.46		
83233	04/20/2023	Open			Accounts Payable	Asbury Environmental Services	\$95.00		
83234	04/20/2023	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$794.06		
83235	04/20/2023	Open			Accounts Payable	AT&T MOBILITY	\$69.55		
83236	04/20/2023	Open			Accounts Payable	AT&T MOBILITY	\$176.55		
83237	04/20/2023	Open			Accounts Payable	Bear Electrical Systems, Inc	\$3,180.00		
83238	04/20/2023	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$175.00		
83239	04/20/2023	Open			Accounts Payable	Big O Tires	\$139.95		
83240	04/20/2023	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$3,080.90		
83241	04/20/2023	Open			Accounts Payable	Bob Walters Jr. Construction Inc.	\$12,675.00		
83242	04/20/2023	Open			Accounts Payable	BUTTE CO RECORDER	\$1.50		
83243	04/20/2023	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$40.00		
83244	04/20/2023	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$50.80		
83245	04/20/2023	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$1,063.80		
83246	04/20/2023	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$3,685.56		
83247	04/20/2023	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$934.00		
83248	04/20/2023	Open			Accounts Payable	Chico State Enterprises	\$150.00		
83249	04/20/2023	Open			Accounts Payable	Cole Huber LLP	\$256,328.80		
83250	04/20/2023	Open			Accounts Payable	COLYER VET SERVICE	\$158.00		

TOWN OF PARADISE
Payment Register

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

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>									
83251	04/20/2023	Open			Accounts Payable	COMCAST CABLE	\$401.40		
83252	04/20/2023	Open			Accounts Payable	COMCAST CABLE	\$421.40		
83253	04/20/2023	Open			Accounts Payable	COMCAST CABLE	\$148.40		
83254	04/20/2023	Open			Accounts Payable	Creative Composition Inc	\$9,101.08		
83255	04/20/2023	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE	\$1,167,123.72		
83256	04/20/2023	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$396.37		
83257	04/20/2023	Open			Accounts Payable	Entersect	\$109.95		
83258	04/20/2023	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC	\$268.57		
83259	04/20/2023	Open			Accounts Payable	FEDERAL EXPRESS	\$31.45		
83260	04/20/2023	Open			Accounts Payable	Golden State Emergency Vehicle	\$126.12		
83261	04/20/2023	Open			Accounts Payable	GOVERNOR'S OFFICE OF EMERGENCY SERVICES	\$1,288.00		
83262	04/20/2023	Open			Accounts Payable	Granicus LLC	\$5,215.00		
83263	04/20/2023	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
83264	04/20/2023	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$5,296.00		
83265	04/20/2023	Open			Accounts Payable	HDR Engineering, Inc	\$45,550.35		
83266	04/20/2023	Open			Accounts Payable	Hixon, Robert	\$71.39		
83267	04/20/2023	Open			Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$2,068.80		
83268	04/20/2023	Open			Accounts Payable	Huggins, Jeannette	\$203.50		
83269	04/20/2023	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV	\$1,997.37		
83270	04/20/2023	Open			Accounts Payable	JAMES OF LAVENIA RIOTTO	\$600.00		
83271	04/20/2023	Open			Accounts Payable	Jennifer Arbuckle	\$5,875.00		
83272	04/20/2023	Open			Accounts Payable	Kevin Sharrah Designs	\$1,222.35		
83273	04/20/2023	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$256,302.75		
83274	04/20/2023	Open			Accounts Payable	KOEFRAK INDUSTRIES	\$1,200.00		
83275	04/20/2023	Open			Accounts Payable	L.N. CURTIS & SONS	\$1,077.89		
83276	04/20/2023	Open			Accounts Payable	Larsen, Gail	\$7.03		
83277	04/20/2023	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC	\$25,036.82		
83278	04/20/2023	Open			Accounts Payable	LES SCHWAB TIRE CENTER -	\$29.00		
83279	04/20/2023	Open			Accounts Payable	LIFE ASSIST INC	\$1,761.07		
83280	04/20/2023	Open			Accounts Payable	Lori D. Harrington	\$3,500.00		
83281	04/20/2023	Open			Accounts Payable	Lui, Andrea	\$203.50		
83282	04/20/2023	Open			Accounts Payable	Mark Thomas & Company Inc	\$1,321.46		
83283	04/20/2023	Open			Accounts Payable	Mark Thomas & Company Inc	\$8,940.14		

TOWN OF PARADISE
Payment Register

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

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>									
83284	04/20/2023	Open			Accounts Payable	MATTOX, MARK	\$359.38		
83285	04/20/2023	Open			Accounts Payable	MAUREEN KANE & ASSOCIATES, INC.	\$1,500.00		
83286	04/20/2023	Open			Accounts Payable	Mennonite Disaster Service	\$26,995.00		
83287	04/20/2023	Open			Accounts Payable	Mennonite Disaster Service	\$10,000.00		
83288	04/20/2023	Open			Accounts Payable	Mennonite Disaster Service	\$10,000.00		
83289	04/20/2023	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
83290	04/20/2023	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
83291	04/20/2023	Open			Accounts Payable	Miwall Corporation	\$633.40		
83292	04/20/2023	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
83293	04/20/2023	Open			Accounts Payable	NCCSIF TREASURER	\$63,211.75		
83294	04/20/2023	Open			Accounts Payable	NORTHERN RECYCLING & WASTE	\$502.90		
83295	04/20/2023	Open			Accounts Payable	NORTHSTAR	\$2,653.00		
83296	04/20/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$156.32		
83297	04/20/2023	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$1,417.01		
83298	04/20/2023	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$1,643.34		
83299	04/20/2023	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$151.62		
83300	04/20/2023	Open			Accounts Payable	PG&E	\$2,500.00		
83301	04/20/2023	Open			Accounts Payable	Phillips, Kevin	\$433.52		
83302	04/20/2023	Open			Accounts Payable	RADAR SHOP	\$496.00		
83303	04/20/2023	Open			Accounts Payable	RENTAL GUYS - CHICO	\$321.75		
83304	04/20/2023	Open			Accounts Payable	Richardson & Company, LLP	\$20,320.00		
83305	04/20/2023	Open			Accounts Payable	Riebes Auto Parts- Motorpool	\$97.06		
83306	04/20/2023	Open			Accounts Payable	SAFEGUARD FIRE PROTECTION	\$1,021.22		
83307	04/20/2023	Open			Accounts Payable	Shelby's Pest Control, Inc.	\$180.00		
83308	04/20/2023	Open			Accounts Payable	Spain, Angela	\$295.75		
83309	04/20/2023	Open			Accounts Payable	Spherion Staffing	\$2,158.48		
83310	04/20/2023	Open			Accounts Payable	Stanley, Ashley	\$399.68		
83311	04/20/2023	Open			Accounts Payable	Stratti	\$10,045.60		
83312	04/20/2023	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS,	\$24,390.59		
83313	04/20/2023	Open			Accounts Payable	SWRCB	\$200.00		
83314	04/20/2023	Open			Accounts Payable	The Ferguson Group	\$25,000.00		
83315	04/20/2023	Open			Accounts Payable	The Flag Center	\$635.22		
83316	04/20/2023	Open			Accounts Payable	THOMAS ACE HARDWARE	\$395.05		

TOWN OF PARADISE
Payment Register

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

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>									
83317	04/20/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE	\$95.22		
83318	04/20/2023	Open			Accounts Payable	Tri Flame Propane	\$319.22		
83319	04/20/2023	Open			Accounts Payable	Tryon, Rose	\$672.48		
83320	04/20/2023	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$90.00		
83321	04/20/2023	Open			Accounts Payable	Utility Associates, Inc.	\$5,141.60		
83322	04/20/2023	Open			Accounts Payable	VALLEY OAK VETERINARY CENTER	\$1,164.96		
83323	04/20/2023	Open			Accounts Payable	VERIZON WIRELESS	\$342.09		
83324	04/20/2023	Open			Accounts Payable	VERIZON WIRELESS	\$249.22		
83325	04/20/2023	Open			Accounts Payable	VERIZON WIRELESS	\$1,162.45		
83326	04/20/2023	Open			Accounts Payable	Visinoni Brothers Construction	\$11,500.00		
83327	04/20/2023	Open			Accounts Payable	VOLENSKI, DINA	\$10.38		
83328	04/20/2023	Open			Accounts Payable	Wayne A. Murphy General Contractor	\$15,900.00		
83329	04/20/2023	Open			Accounts Payable	Westlake Ace Hardware	\$1,017.52		
83330	04/20/2023	Open			Accounts Payable	WILGUS FIRE CONTROL INC	\$2,402.85		
83331	04/20/2023	Open			Accounts Payable	WILLDAN FINANCIAL SERVICES	\$500.00		
83332	04/20/2023	Open			Accounts Payable	Williams Scotsman, Inc. (Mobile Mini)	\$475.93		
83333	04/27/2023	Open			Accounts Payable	ICMA 457 - MissionSquare	\$3,452.08		
83334	04/27/2023	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
Type Check Totals:					216 Transactions		\$3,958,865.09		
<u>EFT</u>									
1416	04/04/2023	Open			Accounts Payable	CALPERS - RETIREMENT	\$50,797.37		
1417	04/11/2023	Open			Accounts Payable	CALPERS	\$140,502.21		
1418	04/13/2023	Open			Accounts Payable	CALPERS - RETIREMENT	\$51,297.53		
1419	04/13/2023	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT	\$9,432.04		
1420	04/13/2023	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$8,800.76		
1421	04/13/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$34,500.30		
1422	04/27/2023	Open			Accounts Payable	CALPERS - RETIREMENT	\$50,834.96		
1423	04/27/2023	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT	\$11,793.02		
1424	04/27/2023	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$8,800.76		
1425	04/27/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$40,939.94		
Type EFT Totals:					10 Transactions		\$407,698.89		
AP - US Bank TOP AP Checking Totals									

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

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

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	216	\$3,958,865.09	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	216	\$3,958,865.09	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	10	\$407,698.89	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	10	\$407,698.89	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	226	\$4,366,563.98	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	226	\$4,366,563.98	\$0.00	
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	216	\$3,958,865.09	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	216	\$3,958,865.09	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	10	\$407,698.89	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	10	\$407,698.89	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	

Grand Totals:

TOWN OF PARADISE
Payment Register

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

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	226	\$4,366,563.98	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	226	\$4,366,563.98	\$0.00	



Town of Paradise
Council Agenda Summary
Date: May 9, 2023

Agenda Item: 2(c)

ORIGINATED BY: Jessica Erdahl, Sr. Capital Projects Manager
REVIEWED BY: Marc Mattox, Interim Town Manager
SUBJECT: Accept Construction Contract – CDBG Sidewalk Infill Project
LONG TERM RECOVERY PLAN: Yes, Tier 1

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 2023-18, “A Resolution of the Town Council of Town of Paradise accepting the work performed under the CDBG Sidewalk Infill Project Contract 9417.CON performed by All-American Construction, Inc.”

Background:

Community Development Block Grant funds may be used for certain public facilities construction including installation of new sidewalks in areas with key benefits to the community. In recent months, the Town’s Housing Department has identified \$600,000 in available budget for this use, and if expended swiftly would be helpful to the Department’s overall goals and objectives.

With this in mind, staff has identified the CDBG Sidewalk Infill Project for design and construction.

The project involves the installation of Americans with Disability Act (ADA) compliant sidewalks within the public right-of-way in the Town of Paradise, along Skyway. The project will improve pedestrian safety by connecting discontinuous portions of existing sidewalk in locations where people must currently walk along the street. The limits include Skyway between Neal Road and Pearson Road, and Skyway between Center Street and Bille Road.

The benefits of this project are many, including connectivity to the following destinations:

- Downtown corridor community services, restaurants and shops
- Low-Moderate Income Housing
- Town Hall
- Building Resiliency Center
- Transit stops
- Local grocery stores

Staff has designed the subject project in-house and completed required federal and state environmental reviews. The expeditious design was leveraged by donated services from the Rebuild Paradise Foundation. The Foundation graciously utilized their staff and equipment to fly the project corridor with specialized drone equipment. The outputs of their work enabled staff to create specialized project exhibits for construction documents and calculations. Continued partnerships like this are invaluable to the Town’s success and recovery efforts.

On July 12, 2022, Paradise Town Council adopted a resolution approving the plans and specifications for the 2022 CDBG Sidewalk Infill Project while directing staff to advertise for bids on the project.

On October 11, 2022 Paradise Town Council awarded Contract No. 9417.CON, CDBG Sidewalk Infill Project to All-American Construction, Inc in the amount of their base bid \$456,862 and approved contingency expenditures not exceeding 25%.

Analysis:

Construction efforts began on November 28, 2022 and the project was substantially complete on March 31, 2023.

Financial Impact:

The total estimated construction cost of the Project, including a 25% contingency, was \$571,077.5. The actual total construction cost is \$572,042.38. An additional CDBG allocation of \$48,947.88 has been obligated to project, increasing the total available CDBG funding availability to \$648,947.88. Project expenditures and a funding summary is detailed below:

Contract Items	Estimated Cost	CDBG 100%
Construction Contract - Actuals	\$ 572,042.38	\$ 572,042.38
Design/Construction Management - Estimate	\$ 59,306.60	\$ 59,306.60
Total	\$ 631,348.98	\$ 631,348.98
Total Available Funding	\$ 648,947.88	\$ 648,947.88
Balance	\$ 17,598.90	\$ 17,598.90

Attachments:

- A. Resolution

**TOWN OF PARADISE
RESOLUTION NO. 2023-18**

**A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF PARADISE
ACCEPTING THE WORK PERFORMED UNDER THE CDBG
SIDEWALK INFILL PROJECT CONTRACT 9417.CON PERFORMED BY
ALL-AMERICAN CONSTRUCTION, INC.**

WHEREAS, the Town of Paradise has heretofore contracted with All-American Construction, Inc. for certain work performed under that certain project known as the CDBG Sidewalk Infill Project, being Contract No. 9417.CON; and

WHEREAS, said work of improvements, as called for by the contract between the Town of Paradise and All-American Construction, Inc., referable to said project was completed on March 31, 2023 to the satisfaction of the Town; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE that it hereby accepts the work performed on those certain improvements, the subject of a contract between the Town of Paradise and All-American Construction, Inc., known and referred to as the CDBG Sidewalk Infill Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 9th day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Greg Bolin, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney



Town of Paradise
Council Agenda Summary
Date: May 9, 2023

Agenda Item: 2(d)

ORIGINATED BY: Susan Hartman, Community Development
Director – Planning & Wastewater

REVIEWED BY: Marc Mattox, Interim Town Manager
Scott Huber, Town Attorney

SUBJECT: Adoption of Town Ordinance No. 625

LONG TERM RECOVERY PLAN: Planning and Zoning – Tier 1

COUNCIL ACTION REQUESTED:

1. Waive the second reading of Town Ordinance No. 625 and read by title only; and,
2. Adopt Town Ordinance No. 625 “An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 [Zoning] Relative to Short-Term Rentals”.

Background:

On April 11, 2023, the Town Council introduced the above-noted ordinance for purposes of eventual adoption. If adopted, the intent of the proposed ordinance is to establish a new chapter in the zoning ordinance that would allow the establishment of short-term rentals in residential zones subject to specific licensing, standards, and prohibitions.

Analysis:

Town staff recommends that the Town Council waive the second reading of this entire ordinance; read it by title only; and formally adopt Town Ordinance No. 625 [copy attached]. Once adopted, the provisions of this ordinance will be effective thirty (30) days thereafter.

Financial Impact:

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

Attachment

**TOWN OF PARADISE
ORDINANCE NO. 625**

**AN ORDINANCE AMENDING TEXT REGULATIONS WITHIN
PARADISE MUNICIPAL CODE TITLE 17 [ZONING] RELATIVE TO SHORT-TERM RENTALS
WITHIN THE TOWN OF PARADISE**

SECTION 1. A new Chapter 17.30 [SHORT-TERM RENTALS] shall be added to Paradise Municipal Code Title 17 [Zoning Ordinance] to read as follows:

Sections:

- 17.30.100 Purpose
- 17.30.200 Types of short-term rentals
- 17.30.300 Applicability
- 17.30.400 Operational standards
- 17.30.500 Prohibitions and restrictions
- 17.30.600 Penalties

17.30.100 Purpose.

The purpose of these regulations is to ensure that short-term rentals located in the town are compatible with the neighborhood in which they are located and do not create an adverse impact on adjacent properties through the establishment of an appropriate permitting process and standards for the short-term rental of residential dwelling units.

17.30.200 Types of short-term rentals.

For the purposes of this chapter, the following short-term rental facilities are established:

- A. Homestay: An owner-occupied (or primary occupant with the written permission of the owner) residential dwelling unit where, for compensation, individual overnight room accommodations are provided for a period of thirty (30) days or less while the owner is in residence.
- B. Vacation Rental: An entire residential dwelling unit where, for compensation, overnight accommodations are provided for a period of thirty (30) days or less without concurrently being occupied by the owner.

17.30.300 Applicability.

- A. The regulations of this chapter apply to short-term rentals in any multiple-family residential, town-residential, rural-residential, or agricultural-residential zoning district. Any property owner or property management company who leases, rents, or otherwise makes available for compensation a short-term rental unit for a period of thirty (30) days or less, must first obtain an administrative permit prior to advertising and/or operating the short-term rental unit. The administrative permit is non-transferrable and in addition to the transient occupancy tax that is required pursuant to Chapter 3.24 and the business license required pursuant to Chapter 5.22. Upon issuance, the administrative permit shall be mailed to all property owners within 300 feet of the subject parcel and to all property owners located on any private road serving the short-term rental as notice of the standards and limitations placed upon the short-term rental unit and will include the contact name and number provided under section 17.30.400.H.
- B. This article does not apply to the use of single-family dwellings when not occupied as a short-term rental.
- C. This article does not apply during times of a declared emergency when short-term rentals are offered at no cost to individuals displaced from their home as a result of a disaster.

17.30.400 Operational standards.

All short-term rentals are required to comply with the following standards and shall not generate other potential disturbances which may disrupt the peace, safety, and general welfare of communities. Failure to comply with the standard conditions of this section may result in fines and permit revocation as outlined in Section 17.30.600.

- A. Occupancy shall be limited to a maximum of two people per rented room.
- B. A minimum of one on-site parking space shall be provided for each room rented. Guest parking spaces shall be within the primary driveway or other on-site location.
- C. All short-term rental guests are required to comply with Chapter 9.18 Noise Control. Quiet hours shall be imposed between the hours of ten p.m. and seven a.m. during which no sound from the short-term rental shall be audible across a property boundary.
- D. Trash and recycling services through the solid waste franchisee shall be provided for each short-term rental unit. Refuse containers shall be serviced on a weekly basis and after pickup shall be stored outside of the front yard setback.
- E. Short-term rentals shall meet all applicable building, health, fire, and related safety codes at all times, including provision of working smoke and carbon monoxide detectors.

- F. Each short-term rental shall be equipped with a minimum 2-A:10-B:C fire extinguisher.
- G. The property owner shall be responsible for maintaining the property at all times in compliance with Chapter 8.58 Defensible Space and Hazardous Fuel Management.
- H. The operator of the unit shall, at all times the unit is being occupied as a short-term rental, maintain a contact person within a thirty-minute drive of the property. The contact person or entity must be available via telephone twenty-four (24) hours a day, seven days a week, to respond to questions or concerns regarding the operation of the short-term rental.
- I. A written notice shall be conspicuously placed inside each short-term rental unit identifying the name and phone number of the contact person required in subsection H. The notice shall also contain the address of the unit, evacuation information, and operational standards at a minimum pertaining to noise, parking, fire restrictions, occupancy limits, and garbage collection day.
- J. Short-term rentals shall be subject to an annual fire inspection prior to initial permit issuance for all short-term rental permits and then once every year thereafter for the duration the unit is licensed as a short-term rental. The fire inspection is to ensure the rental complies with the smoke and carbon monoxide alarm requirements, the fire extinguisher requirement, and defensible space. Inspections are subject to the adopted fee schedule cost for annual fire inspections.

17.30.500 Prohibitions and restrictions.

- A. Prohibited and restricted structures.
 - 1. No more than one dwelling unit on a parcel may be used at any one time for short-term rental purposes.
 - 2. Structures with deed restrictions or an agreement restricting its use as affordable housing shall not be used for short-term rental purposes.
 - 3. Short-term rentals are not allowed in structures not constructed for residential occupancy under the California Building Code Standards.
 - 4. Short-term rentals shall not be rented during construction, remodeling, additions, or an active building permit.
 - 5. Short-term rentals shall not be rented when there is a failed septic system evaluation on file or an active septic construction permit.

B. Camping restrictions.

1. A short-term rental administrative permit does not authorize any overnight camping, sleeping in tents, travel trailers, campers, or recreational vehicles. Recreational vehicles are permitted if they are the primary transportation for the renter or visitor, but they may not be used for overnight accommodations during the stay.

C. Fire restrictions.

1. When a red flag warning is in effect for the area where the short-term rental is located, all sources of outdoor open flame are prohibited.
2. The use and discharge of fireworks are prohibited within the town as stated in Chapter 8.44.

D. Special events.

1. The property shall not be used to host non-owner related weddings, parties, commercial functions, or other similar events.

E. Signage restrictions.

1. On-site advertising of the short-term rental is prohibited.

17.30.600 Penalties.

Any violation of these requirements shall constitute grounds for revocation of the administrative permit. Enforcement of the provisions of this chapter may include the civil remedies as permitted by state law, the issuance of a citation or fine, or other legal remedy as provided by Chapter 1.08 of the Paradise Municipal Code. Upon notification by the town, any short-term rental operating in violation of the requirements of this chapter must terminate operations immediately. Further, an administrative permit issued under the authority of this chapter may be revoked in accordance with the procedures established in Chapter 17.45.

SECTION 2. CEQA COMPLIANCE. The Town Council finds and determines that the enactment of this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3) (General Rule Exemption).

SECTION 3. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 9th day of May, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Greg Bolin, Mayor

ATTEST:

Dina Volenski, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney



Town of Paradise
Council Agenda Summary
Date: May 9, 2023

Agenda Item: 2(e)

ORIGINATED BY: Colin Nelson, Infrastructure Program Manager
REVIEWED BY: Marc Mattox, Interim Town Manager
SUBJECT: SB-1 Road Maintenance and Rehabilitation Account Project List

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 2023-19, "A Resolution of the Town Council of the Town of Paradise Adopting a List of Projects for Fiscal Year 2023/24 Funded by SB 1: The Road Repair and Accountability Act of 2017."

Background:

On April 28, 2017, Governor Brown signed Senate Bill 1, the Road Repair and Accountability Act of 2017, increasing per gallon fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees with inflationary adjustments to tax rates in the future for the purpose of addressing road maintenance, rehabilitation, and roadway safety needs. The State Controller will deposit portions of the new funding into the Road Maintenance & Rehabilitation Account (RMRA), which will be apportioned by formula to eligible cities and counties. Funds are anticipated to apportion to cities and counties beginning January 2018.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs and, therefore, requires cities and counties to provide basic RMRA project reporting to the California Transportation Commission (CTC). Per the program's requirements, jurisdictions are required to submit a project list to the CTC with locations, schedule, and estimated useful life of the project before they can receive RMRA funds.

Analysis:

The Town is required to submit a proposed project list for the 2023/2024 Fiscal Year to the CTC by July 1, 2023 in order to receive RMRA funds. The Town will continue to receive apportionments monthly. The League of California Cities estimates that the Town of Paradise will receive \$190,469 of RMRA funds in the 2023/2024 Fiscal Year.

Due to the Camp Fire, the fiscal year 2023/2024 revenues from SB 1 are proposed to be used for ongoing maintenance of public roadways.

In addition to the ongoing Camp Fire recovery efforts, A new obstacle for Paradise moving forward is the significant loss of essential gas-tax revenues resulting from the Town's extreme decrease in population after the fire. The 2020 Census will state 4,754 people are currently residing in Paradise, compared to the pre-fire population of 26,711. A significant portion of the Town's gas-

tax related revenues are tied to actual population data and this decrease will affect how much we rely on SB1 for funding related to Road Maintenance.

The Town will report any use of SB 1 revenues within the 2023/2024 Fiscal Year, as well as update the project in the annual Expenditure Report, that is due to the Commission by December 1st, each year.

Financial Impact:

The Town of Paradise anticipates receiving \$190,469 of RMRA funds in the 2023/2024 fiscal year. The funds must be utilized to repair, rehabilitate, or maintain roadways within the Town.

Attachments:

- A. Resolution
- B. 2023/2024 Projected Revenues

**TOWN OF PARADISE
RESOLUTION NO. 2023-19**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE ADOPTING A
LIST OF PROJECTS FOR FISCAL YEAR 2023/2024 FUNDED BY SB 1: THE ROAD
REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our Town are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the Town must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the Town will receive an estimated \$190,469 in RMRA funding in Fiscal Year 2023/2024 from SB 1; and

WHEREAS, this is the sixth year in which the Town is receiving SB 1 funding and will enable the Town to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the Town has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the Town used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the Town maintain and rehabilitate 100 miles of our publicly owned roadways, which in light of the 2018 Camp Fire are in need of additional repairs and improvements; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the Town's streets and roads are in an at higher risk condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a at lower risk condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2023/2024 Road Maintenance and Rehabilitation Account revenues:

Town Transportation Related Infrastructure Repair and Rehabilitation

Due to the Camp Fire, the fiscal year 2023/2024 revenues from SB 1 are proposed to be used for ongoing maintenance of public roadways. The recommended strategy for the Town is to hold all transportation funding revenues until the Town’s repair efforts can be properly planned. The project schedule will be July 1, 2023- June 30, 2024 and the estimated useful life for ongoing maintenance work is 1-2 years.

The Town will report any use of SB 1 revenues within the 2023/2024 Fiscal Year, as well as update project in the annual Expenditure Report, that is due to the Commission by December 1st, each year.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 9th day of May 2023, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

By: _____
Greg Bolin, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

Local Streets and Roads - Projected Revenues

Estimated January 2023

	2022-23			2023-24		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
ALAMEDA COUNTY						
ALAMEDA	1,995,388	1,709,359	3,704,746	2,215,815	1,948,326	4,164,141
ALBANY	572,916	486,250	1,059,167	635,620	554,228	1,189,848
BERKELEY	3,206,284	2,750,958	5,957,242	3,561,029	3,135,540	6,696,569
DUBLIN	1,879,545	1,609,506	3,489,051	2,087,096	1,834,514	3,921,610
EMERYVILLE	327,072	275,202	602,274	362,560	313,675	676,235
FREMONT	5,799,961	4,986,625	10,786,586	6,443,002	5,683,751	12,126,754
HAYWARD	4,140,372	3,556,112	7,696,484	4,598,944	4,053,254	8,652,198
LIVERMORE	2,218,795	1,901,928	4,120,723	2,464,055	2,167,817	4,631,871
NEWARK	1,203,798	1,028,326	2,232,124	1,336,404	1,172,085	2,508,489
OAKLAND	10,913,265	9,394,131	20,307,396	12,124,669	10,707,423	22,832,092
PIEDMONT	291,091	244,188	535,279	322,580	278,325	600,905
PLEASANTON	2,018,687	1,729,442	3,748,129	2,241,704	1,971,217	4,212,921
SAN LEANDRO	2,298,254	1,970,420	4,268,674	2,552,346	2,245,883	4,798,229
UNION CITY	1,774,522	1,518,979	3,293,501	1,970,399	1,731,331	3,701,730
County of Alameda	28,996,097	21,285,261	50,281,358	32,157,839	24,260,924	56,418,763
Total Cities & County: Alameda	67,636,048	54,446,687	122,082,734	75,074,062	62,058,292	137,132,354
ALPINE COUNTY						
County of Alpine	611,979	413,179	1,025,158	672,979	470,941	1,143,920
AMADOR COUNTY						
AMADOR	10,990	4,338	15,328	11,565	4,944	16,509
IONE	237,459	192,765	430,224	262,999	219,713	482,713
JACKSON	137,401	109,981	247,382	151,973	125,356	277,329
PLYMOUTH	33,542	23,185	56,727	36,614	26,426	63,040
SUTTER CREEK	74,390	57,322	131,712	81,985	65,336	147,321
County of Amador	2,272,385	2,073,866	4,346,251	2,526,564	2,363,791	4,890,355
Total Cities & County: Amador	2,766,168	2,461,457	5,227,625	3,071,701	2,805,566	5,877,267
BUTTE COUNTY						
BIGGS	56,122	42,574	98,696	61,708	48,526	110,233
CHICO	2,652,469	2,231,546	4,884,015	2,945,231	2,543,515	5,488,746
GRIDLEY	194,579	158,866	353,445	215,421	181,076	396,496
OROVILLE	519,737	432,268	952,006	576,448	492,699	1,069,147
PARADISE	240,736	167,108	407,844	262,659	190,469	453,129
County of Butte	7,420,920	6,947,739	14,368,659	8,238,748	7,919,028	16,157,776
Total Cities & County: Butte	11,084,563	9,980,102	21,064,665	12,300,214	11,375,313	23,675,527



Town of Paradise
Council Agenda Summary
Date: May 9, 2023

Agenda Item: 2(f)

ORIGINATED BY: Patrick Purvis, Fire Chief
REVIEWED BY: Marc Mattox, Interim Town Manager
Scott Huber, Town Attorney
SUBJECT: Approve and adopt a resolution accepting the SB 1205
Mandated Inspection Report.

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 2023-20, "A Resolution of the Town Council of the Town of Paradise acknowledging receipt of a report made by the Fire Chief of the Paradise Fire Department regarding the inspection of certain occupancies required to perform annual inspections in such occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code."

Background:

California Senate Bill 1205 (SB 1205) was signed into law on September 27, 2018, after the fatal Ghost Ship Fire in Oakland in December 2016 brought national attention to California and put a spotlight on fire safety laws and the performance of fire inspections. SB1205 added Section 13146.4 to the California Health and Safety Code. This new law requires that an annual report on specific state-mandated inspections be submitted to the governing body of each jurisdiction having authority for inspections. The law also requires the report to be delivered when the administering authority discusses its annual budget. Receiving the information must be acknowledged in a resolution or similar formal document.

California Health and Safety Code Sections 13146.2 and 13146.3 requires all fire departments that provide fire protection services to perform annual inspections in every building used as a hotel, motel, lodging house, apartment house, and public or private school, respectively, for compliance with building and fire safety standards. The California Health and Safety Code Sections 13146.2 and 13146.3 did not require fire departments to report or demonstrate compliance as the new law (SB 1205) does.

Although no penalties are identified in the law, adopting this resolution establishes the Town of Paradise's compliance with California Health and Safety Code Sections 13146.2 and 13146.3, which determines the state-mandated inspections above and further described below.

Analysis:

The California State Fire Marshal mandates inspections to be performed annually in all public and private schools (Group E Occupancy), large family daycares, hotels, motels, lodging houses, and

apartment houses (Group R-1, R-2, R-2.1, R-4 Occupancy), and high rises. Jails and care facilities (Group I Occupancy) shall be performed every two years.

Paradise Fire Department is responsible for 33 occupancy inspections within the Town of Paradise. Of these, 9 are considered Group E Occupancies, with the remaining 24 as Group R Occupancies. All are priority fire prevention inspections and subject to mandatory annual reporting requirements to the Paradise Town Council. For the fiscal year 2022/2023, The Paradise Fire Department engine company and Fire Prevention personnel completed 33 of the 33 priority building inspections for a compliance rate of 100% for this reporting period.

Financial Impact:

There is no financial impact associated. The staff cost for fire prevention is covered by the Council-adopted fees for those services.

Attachment:

Resolution of the Town Council of the Town of Paradise acknowledging receipt of the Fire Chief's annual report.

**TOWN OF PARADISE
RESOLUTION NO. 2023-20**

**A RESOLUTION OF THE COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA
ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE
PARADISE FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN
OCCUPANCIES REQUIRED TO PERFORM ANNUAL INSPECTIONS IN SUCH
OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE
CALIFORNIA HEALTH AND SAFETY CODE.**

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on September 27, 2018; and,

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Paradise Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and,

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Paradise Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and,

WHEREAS, the Council of the Town of Paradise intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Paradise Fire Department's compliance with California Health and Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF PARADISE that said Council expressly acknowledges the measure of compliance of the Paradise Fire Department with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the Town of Paradise, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those of public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the Town of Paradise, there lie 9 Group E occupancies, buildings, structures and/or facilities.

During fiscal year 2022/2023, the Paradise Fire Department completed the annual inspection of 9 Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100 % for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the Town of Paradise, there lie 24 Group R (and their associated sub-categories) occupancies of this nature.

During fiscal year 2022/2023, the Paradise Fire Department completed the annual inspection of 24 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100 % for this reporting period.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 9th day of May, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Greg Bolin, Mayor

ATTEST:

By: _____
Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney



Town of Paradise
Council Agenda Summary
Date: May 9, 2023

Agenda Item: 2(g)

ORIGINATED BY: Jessica Erdahl, Sr. Capital Projects Manager
REVIEWED BY: Marc Mattox, Interim Town Manager
SUBJECT: Accept Construction Contract – On-System Roadway Rehabilitation – Skyway (Phase 1)

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

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 2023-21, “A Resolution of the Town Council of Town of Paradise accepting the work performed under the On-System Roadway Rehabilitation Project – Skyway (Phase 1) Contract 7303.1 CON performed by Baldwin Contracting Company, Inc. dba Knife River Construction.”

Background:

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

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

The Town coordinated with Caltrans and Federal Highways Administration (FHWA) to secure Emergency Relief permanent restoration funding to repair damaged on-system roads town wide. Through the Emergency Relief Program, the Town of Paradise has been approved for \$55,439,200 for the on-system road rehabilitation project. The approved project is located on Federal-Aid “On-System” roads – meaning the Town’s primary collectors and arterials such as Skyway, Clark, Pearson, Elliott, Bille, Wagstaff, and Pentz Roads, etc.

On November 10, 2020, Paradise Town Council awarded master on-call contracts to Mark Thomas, Dokken Engineering, GHD, Inc., Wood Rodgers, Inc. and Dewberry Drake Haglan to perform on-call professional civil engineering services for a variety of local, state, and federally funded projects. Subsequently, in January 2021, task orders were issued to Mark Thomas, Dokken Engineering, and Wood Rodgers, Inc. to perform civil design services on the on-system road rehabilitation project. The overall scope of work for the Project can be summarized as follows:

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

Road rehabilitation projects will be identified based on utility undergrounding completion. As segments of utilities are nearing completion, the Town of Paradise will identify and bid specific segments of roadways as individual projects. The goal of this approach is to maximize efficiency, partnership and remain good stewards of precious public funds and community impacts by reducing excavations into recently rehabilitated roadways.

On March 8, 2022 Paradise Town Council adopted a resolution approving the Plans & Specifications for the On-System Roadway Rehabilitation project. Council further directed staff to advertise for bids on the Phase 1 Project – Skyway: Crossroads to north of Center Street.

On June 14, 2022 Paradise Town Council awarded Contract No. 7303.1.CON, 2022 On-System Roadway Rehabilitation –Skyway (Project 1) to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid plus additive bid #1 \$5,069,864.78 and approved contingency expenditures not exceeding 10%.

Analysis:

Construction efforts began on July 25, 2022 and the project was substantially complete on December 15, 2022.

Financial Impact:

FHWA Emergency Relief funds have been authorized as Advance Construction (AC) for the construction and construction engineering phases. Advance Construction is a project authorization technique that allows FHWA to authorize a project phase without obligating Federal funds. Projects authorized under Advance Construction procedures will not receive federal reimbursement until Federal funds become available and are obligated on a subsequent sequence. Further, utility adjustments are a non-participating cost to be reimbursed per executed utility agreements with Paradise Irrigation District and AT&T. The Town will use local funds to perform the construction and construction engineering phases for future federal and utility reimbursement. An estimated \$4M AC funding conversion to obligated is expected within the next month to cover a majority of the below ER expenses.

The total estimated construction cost of the Project, including a 10% contingency, was \$5,576,851.26. The actual total construction cost is \$5,149,051.65, below budget. Project expenditures and a funding summary is detailed below:

Contract Items	Total Estimated Cost	Total Participating Cost	Emergency Relief (AC) 75.25 %	Local Match 24.75%	Non-Participating (Utility Adjustments)

Construction Contract -Actuals	\$ 5,149,052	\$ 5,002,452	\$ 3,764,345	\$ 1,238,107	\$ 146,600
Construction Management - Estimate	\$ 450,000	\$ 450,000	\$ 338,625	\$ 111,375	\$ -
Total	\$ 5,599,052	\$ 5,452,452	\$ 4,102,970	\$ 1,349,482	\$ 146,600
Total Available Funding CON/CE	\$ 52,934,200	\$ 51,935,200	\$ 39,081,238	\$ 12,853,962	\$ 999,000
Balance	\$ 47,335,148	\$ 46,482,748	\$ 34,978,268	\$ 11,504,480	\$ 852,400

Required matching funds, \$1,349,481.78 (24.75%), are anticipated to be awarded through the Community Development Block Grant-Disaster Recovery fund allocation process. Utility partners will reimburse the Town for non-participating utility adjustments.

Attachments:

- A. Resolution

**TOWN OF PARADISE
RESOLUTION NO. 2023-21**

**RESOLUTION OF THE TOWN COUNCIL OF TOWN OF PARADISE
ACCEPTING THE WORK PERFORMED UNDER THE ON-SYSTEM
ROADWAY REHABILITATION PROJECT – SKYWAY (PHASE 1)
CONTRACT 7303.1 CON PERFORMED BY BALDWIN CONTRACTING
COMPANY, INC. DBA KNIFE RIVER CONSTRUCTION**

WHEREAS, the Town of Paradise has heretofore contracted with Baldwin Contracting Company, Inc. dba Knife River Construction for certain work performed under that certain project known as the On-System Roadway Rehabilitation Project – Skyway (Phase 1) Project, being Contract No. 7303.1.CON; and

WHEREAS, said work of improvements, as called for by the contract between the Town of Paradise and Baldwin Contracting Company, Inc. dba Knife River Construction, referable to said project was completed on December 15, 2022 to the satisfaction of the Town; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE that it hereby accepts the work performed on those certain improvements, the subject of a contract between the Town of Paradise and Baldwin Contracting Company, Inc. dba Knife River Construction, known and referred to as the On-System Roadway Rehabilitation Project – Skyway (Phase 1) Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 9th day of May 2023, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

Greg Bolin, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney



Town of Paradise

Council Agenda Summary

Agenda Item: 2(h)

Date: May 9, 2023

ORIGINATED BY: Susan Hartman, Community Development Director –
Planning & Wastewater

REVIEWED BY: Marc Mattox, Interim Town Manager

SUBJECT: Re-Appoint two Planning Commissioners Due to
Expiration of Term of Office on June 30, 2023.

**LONG TERM
RECOVERY PLAN:** No

COUNCIL ACTION REQUESTED:

1. Re-appoint two Planning Commissioners, Lynn Costa and Carissa Garrard, whose terms will expire on June 30, 2023 for one 4-year term effective July 1, 2023 through June 30, 2027; OR
2. Approve a Notice of Vacancy and application and authorize staff to advertise the upcoming vacancies on the Planning Commission and designate two (2) Town Council members to serve as an interview panel.

Background:

The Paradise Planning Commission consists of a five-member board that was established by ordinance (Paradise Municipal Code Sections 2.12.030 through 2.12.039) to serve as an advisory board to the Paradise Town Council. The Commission meets once a month on the third Tuesday of the month at 6:00 p.m. in the Town Hall Council Chambers.

The Town Council generally appoints citizens to vacancies on boards and commissions by authorizing recruitment by application and scheduling appointments at a regular meeting. The Town Council has also utilized an interview process where two (2) Council Members serve as an interview panel and make recommendations for appointment to the full Council. In other instances of term expiration, the Town Council has re-appointed Commissioners who have voiced an interest in serving an additional term.

Analysis:

The Planning Commission terms filled by Commissioners Costa and Garrard will expire on June 30, 2023. Discussion with Commissioners Costa and Garrard have indicated that they would welcome a 2nd term as a Paradise Planning Commissioner since they were both appointed mid-term and have not served an entire 4-year appointment. Commissioners Costa and Garrard have been a welcomed addition to the Planning Commission since their appointments in 2020 to complete the terms of the late Commissioner Anita Towslee and Commissioner Shannon Costa who now serves with LAFCo. Both Commissioners Costa and Garrard have a good working relationship with the other Commissioners and staff, are consistent in their attendance, and have meaningful engagement with project applicants and the public when reviewing projects.

Staff supports the re-appointment of Commissioners Costa and Garrard. Doing so will provide continuity on the Planning Commission. Since 2016, five (5) Planning Commissioners (Clarkson, Neumann, Nichols, Towslee and Morris) have been re-appointed to second terms by the Town Council. As such, the request for re-appointment is reasonable and supported by past practice.

Financial Impact: None.



Town of Paradise

Council Agenda Summary

Agenda Item: 5(a)

Date: May 9, 2023

ORIGINATED BY: Eric Reinbold, Chief of Police
Scott Huber, Town Attorney
REVIEWED BY: Marc Mattox, Interim Town Manager
SUBJECT: Receive Report Related to Use of “Military Equipment”
as Defined in Paradise Municipal Code

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Conduct the duly noticed and scheduled public hearing to solicit public comments related to the use of “military equipment” by the Paradise Police Department as defined by the Paradise Municipal Code; and,
2. Approve the continued use and renewal of Ordinance No. 615. (ROLL CALL VOTE)

Background:

In early 2022, the Town of Paradise adopted Ordinance No 615, “An Ordinance Adding Section 9.70 to the Paradise Municipal Code Relating to Military Equipment Use”, and a policy which allowed the Paradise Police Department (PPD) to use “military equipment” as defined in Government Code sections 7070 through 7075. These sections of the Government Code also require a public agency that utilizes “military equipment” to provide an annual report on the ownership and use of such equipment. On April 11, 2023 the Town Council accepted the report and approved the updated Military Equipment policy. At the May 9, 2023 Town Council Meeting, Council will conduct a public hearing related to the report.

Analysis:

Items deemed to be “military equipment” by Government Code sections 7070 through 7075 are used as a component of overall best practices for Law Enforcement Agencies (LEAs) throughout the country. These tools have been tested in the field and are used by LEAs to enhance citizen safety and officer safety. Loss of these items would jeopardize the welfare of citizens and peace officers within the Town of Paradise.

The term “military equipment” in fact does not necessarily indicate equipment that has been used by the military. Pursuant to Government Code sections 7070 through 7075, items deemed to be “military equipment” include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and flashbangs.

The Paradise Police Department (PPD) is committed to using the most up to date tools and equipment to safeguard the citizens of the Town of Paradise. Some of the items deemed to be “military equipment” by Government Code sections 7070 through 7075 are utilized by PPD, and

LEAs across the country, in order to specifically reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter. The items listed in the Military Equipment Use Policy also provide PPD's peace officers with vital tools that facilitate compliance with its stringent use of force policy.

The Police Department is requesting that the Town Council open a public hearing to receive public comment on the use of military equipment and confirm the continued use and renewal of Ordinance No. 615.

Financial Impact:

None at this time. Requests for acquisitions of new equipment will come to Council separately.

Attachments:

Public Hearing Notice published April 8, 2023

Military Equipment Report

**PUBLIC NOTICE
PARADISE TOWN COUNCIL**

**TOWN OF PARADISE
TOWN COUNCIL CHAMBERS, 5555 SKYWAY
PARADISE, CALIFORNIA, 95969**

Pursuant to Government Code sections 7070 through 7075, the Paradise Police Department has posted its Annual Military Equipment Use Report on the Town's website at <https://www.townofparadise.com/police/page/paradise-police-department-policy-manual>.

The annual report includes each type of military equipment approved by the Town Council of the Town of Paradise for as long as the military equipment is available for use as well as:

1. A summary of how the military equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the military equipment.
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
5. The quantity possessed for each type of military equipment.
6. Any additional military equipment and quantity the Paradise Police Department intends to acquire in the next year.

The Town Council of the Town of Paradise will hold a public meeting during the regularly scheduled Paradise Town Council Meeting on Tuesday May 9, 2023, to receive public input and to discuss the items contained in the report regarding military equipment use for the Town of Paradise.

The meeting will be held at the Paradise Town Hall, Town Council Chambers, 5555 Skyway, Paradise, CA 95969. The meeting will begin at 6:00 p.m.

Dated: April 5, 2023

Dina Volenski, Town Clerk

TOWN OF PARADISE POLICE DEPARTMENT
ANNUAL REPORT OF MILITARY EQUIPMENT USE

Pursuant to Government Code sections 7070 through 7075, the Town of Paradise Police Department is required to provide an annual report outlining the use of “military equipment” as defined in the Government Code and in Paradise Municipal Code Chapter 9.70. The annual report is required to include the following information:

1. A summary of how the Military Equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the Military Equipment.
3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
5. The quantity possessed for each type of Military Equipment.
6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.

The information will be provided in the same order required.

1. Summary of How the Military Equipment was used and the Purpose of its Use.

During the past year, military equipment was used in the following circumstances:

The Patrol Rifles were deployed as a function of the Paradise Police Department patrol operations. The additional listed equipment was not utilized in the last fiscal year.

As to the purpose of the use of each item of military equipment, the Military Equipment Policy passed by the Town Council contains the purpose of each item of military equipment. Each response is incorporated as if included herein.

2. Summary of any Complaints or Concerns Received Concerning the Military Equipment.

The Town of Paradise and the Paradise Police Department have not received any complaints or concerns related to the use of military equipment.

3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.

4. The Total Annual Cost for Each Type of Military Equipment, Including Acquisition, Personnel, Training, Transportation, Maintenance, Storage, Upgrade, and Other Ongoing Costs, and from What Source Funds Will Be Provided for the Military Equipment in the Calendar Year Following Submission of the Annual Military Equipment Report.

The annual cost for each type of equipment is outlined in the current Proposed Policy Revision.

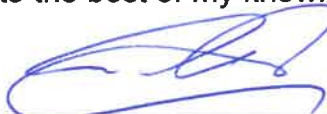
5. The Quantity Possessed for Each Type of Military Equipment.

The quantity of each type of military equipment is outlined in the Military Equipment Policy passed by the Town Council. Each response is incorporated as if included herein.

6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.

Military equipment items that the PPD intends to acquire in the next year are outlined in the Military Equipment Policy passed by the Town Council. Each response is incorporated as if included herein.

I certify that the above information is correct to the best of my knowledge and information.

By: 
Eric Reinbold, Chief of Police



Town of Paradise

Council Agenda Summary

Agenda Item: 6(a)

Date: May 9, 2023

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director
REVIEWED BY: Marc Mattox, Interim Town Manager
SUBJECT: Category 4 Tree Removal Management Partnership with the Butte Fire Safe Council
LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Consider concurring with staff's recommendation to partner with the Butte Fire Safe Council to implement the Phase 2 Removal Process for the Category 4 Tree Removal Program; and,
2. Approve Professional Services Agreement with the Butte Fire Safe Council; and,
3. Authorize the Town Manager to execute the contract upon full FEMA approval of the Phase 2 Scope of Work and obligation of funds for Phase 2.

Background:

The Town of Paradise has been working alongside FEMA and CalOES since 2019 on the funding and implementation of the Category 4 Tree Removal Program. In 2022, Phase 1 of the program was approved and implemented. Town Staff procured arborist services and opened the program to applicants. 574 properties enrolled in the program were assessed and had over 12,000 eligible trees identified for removal upon approval of Phase 2 of the program.

The Town has completed all actions in Phase 1 of the Category 4 Tree Removal Program, and we continue to wait on completion of all environmental requirements by all the involved agencies in order to receive approval to move forward with Phase 2 removal of trees. We anticipate approval being granted in summer 2023 and tree removal to begin shortly thereafter.

Analysis:

As local non-profit and skilled tree removal management partners in our community, the non-profit Butte Fire Safe Council (BCFSC) has been approved by CalOES/FEMA to be sole sourced and utilized as our management partners in Phase 2 pending full approval of the Phase 2 Scope of Work and environmental clearances.

As a voluntary program, Phase 2 of the tree removal program is going to require extensive outreach and communication with property owners in order to effectively remove as many eligible trees as possible. We believe our long-standing community partnership with the BCFSC in related projects and their experience managing grant funded tree removal programs will lead to program success at the lowest possible cost.

Phase 2: Tree Removal Tree Removal Process (Phase 2 Scope of Work)

1. Tree Removal

- a. After obtaining the approvals and verifying availability of funding, move to the tree removal process with Town of Paradise organizational partner, the Butte Fire Safe Council (BCFSC)
- b. BCFSC will stand up a team to facilitate the oversight of the tree removal process utilizing local tree contractors who have been pre-vetted to fulfill HMGP reimbursement requirements.
- c. The Town of Paradise will oversee the application portion of Phase 2 that will consist of reaching out to all Phase 1 parcel owners for ROE paperwork to authorize the start of Phase 2 work on a parcel.
- d. BCFSC Team will consist of:
 - i. Registered Professional Forester
 - ii. Two Forestry Technicians
 - iii. One Project Manager
 - iv. Two Field Coordinators
 - v. GIS/Admin Support
- e. BCFSC Tree Removal Process:
 - i. with Town Staff, confirm all paperwork, sign ROE forms, match requirements forms, and other required paperwork prior to contractor starting work
 - ii. Contact Parcel Owners for site visit with RPF/Field Technician to prepare sites
 - iii. site prep includes infrastructure flagging, identifying and prioritizing trees based on estimated matching funds required, and GIS for project map(s)
 - iv. RFP and contracting process once a minimum of 30 sites are prepared with ROE and paperwork in place
 - v. RFP's are issued to contractors who have expressed interest in being on the BCFSC contractor list. BCFSC RFP process will comply with all Federal procurement requirements.
 1. Contractors submitting proposals and selected for the work will need to be a Class A Licensed Timber Operator (LTO), have and have valid Loggers Broad Insurance. The

appropriate contractors who meet minimum requirements to conduct the work will be selected through the BCFSC Board of Directors.

2. Tree Removal Contractors will be contracted and managed through BCFSC.

vi. Notify landowner and RPF prior to contractor starting work at each site

vii. BCFSC staff and/or RPF/Field Tech to be on site while contractor(s) are removing trees to ensure proper compliance

viii. Review progress of work with Landowner and coordinate with RPF to ensure contractor is removing required trees

ix. All FEMA required disposal requirements to be implemented as noted below. This will be done by requiring the LTO(s) to produce delivery tickets if material is disposed of at a biomass facility, or firewood disposal, or receipt if material needs to be paid for to be disposed of. Photos will be taken at the loading site and disposal site to match the delivery ticket as additional backup documentation.

x. Final site inspection after tree removal for sign off with landowner, RPF, and contractor.

xi. Notify TOP of site(s) completed and ready for invoicing. All invoices will be paid through the Town upon certification by BCFSC of a complete set of properties.

xii. Assist with any coordination needed between LO and Contractor for invoicing on Match requirements.

xiii. RPF to visit site 2-3 times post operations to ensure water quality is being met.

2. Monitoring

a. The tree removal activities will be monitored by a Registered Private Forester and Environmental Biologist. This project monitor will be monitoring the Tree Removal contractors, removal of the trees, and the appropriate documentation. These functions are identical to the functions of the Public Assistance Debris Monitor. The Environmental Biologist will be monitoring for and meeting the compliance requirements of the Endangered Species Act as related law and regulation under the National Environmental Policy Act (NEPA).

b. Any other required monitors (Environmental or Tribal) will be procured and contracted by the Town of Paradise and be overseen by the RPF Project lead from BCFSC.

c. FEMA requires the Applicant to monitor all contracted debris operations to document this information and ensure that its contractor removes eligible debris. If the Applicant does not monitor contracted debris removal operations, it will jeopardize its PA funding for that work. Eligible activities associated with debris monitoring include, but are not limited to:

- i. Field supervisory oversight
- ii. Monitoring contracted debris removal at both the loading and disposal sites
- iii. Compiling documentation, such as load tickets and monitor reports, to substantiate eligible debris
- iv. Training debris monitors on debris removal operations, monitoring responsibilities and documentation processes, and FEMA debris eligibility criteria

d. To address the environmentally sensitive work within the project, we will handle NEPA compliance similar to Cal OES through a number of biological monitors to develop best practices for aquatic and animal species, watercourses, and habitat where the felling of trees may pose a threat. These best practices will be a part of the Environmental Protection Plan and coordinated with Cal OES. The Plan includes a set of mitigations where biological monitors may be involved in reviewing and/or deciding strategies and tactics to remove standing burnt trees from environmentally sensitive areas.

3. Butte Fire Safe Council Management Budget

Description	Rate	qty	Cost
Project Manager: \$61/hr, 40 hrs/wk x 52 weeks	\$ 61.00	2,080	\$126,880.00
Field Coordinator \$33/hr, 40 hrs/wk x 52 weeks	\$ 33.00	2,080	\$68,640.00
Field Coordinator \$33/hr, 40 hrs/wk x 52 weeks	\$ 33.00	2,080	\$68,640.00
Registered Professional Forester: \$100/hr x 30hrs x 52 weeks	\$ 100.00	2,080	\$208,000.00
Mileage (x3): 30 miles/day x 5 day/wk x 52 weeks	\$ 0.63	4,914	\$3,071.25
GIS Development and Support: \$100/hr x 7hrs x 52 weeks	\$100.00	364	\$ 36,400.00
Supplies	\$ 11,450.00		\$11,450.00
Subtotal			\$ 523,081.25
Admin 12%			\$ 62,769.75
Total Cost			\$ 585,851.00

Financial Impact:

The professional services agreement and respective services will be 75% funded by FEMA/Cal OES HMGP funds. The BCFSC Management cost approved by our grant

funding is not to exceed \$585,851.00. The 25% remaining match funds will be provided by a CalFire Wildfire Prevention Grant (pending approval) or from Town of Paradise funding sources to be determined if no additional grant funds are received.

Cost Share: The Town Council voted to approve the matching funds for the cost share on October 8, 2019. The match for this project will come from several sources, which have been prioritized.

1. Current State: The Town will match the project management and arborist costs and the resident will reimburse the Town for 25% of the cost of removing trees.
 - a. Tree Removal Costs: $\$7,260,000 * 25\% = \$1,815,000$ would be funded by the property owner.
 - b. All other project costs: $\$4,487,128 * 25\% = \$1,121,782$ would be funded by the Town
2. Funding Alternative One: The Town is working with CalFire on incorporating the Cost Share requirements into an upcoming Wildfire Prevention Grant, if received, this would alleviate most of the Town's match requirements and the entirety of the Homeowner's cost share.
3. Alternative Two: The Town will be working with other funding mechanisms to fund the Non- Federal Share.

There will be a cash flow impact to the Town as the \$7,260,000 in tree removal expenses are expended to tree contractors and then reimbursed to the Town by the HMGP grant.

Attachments:

**Attachment 1
Regulatory Compliance Requirements (FEMA/HMGP)**

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. Remedies:

Contractor Performance and the Breach Thereof

The Town may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the Town shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the Town may proceed with the work in any manner deemed proper by the Town. The cost to the Town shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be retained by the Town.

Termination for Cause and Convenience

In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the Town Treasurer may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the Town by reason of failure to perform in accordance with these conditions.

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the Town of Paradise, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the Town will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the Town the sum of one hundred dollars (\$100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the Town may deduct the amount thereof from any money due or that may become due the Contractor under this Contract or any other Contract between the Town and the Contractor.

2. Equal Employment Opportunity. As provided under 41 CFR § 60-1.4(b)

Key Definitions

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the

Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor's](#) legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of

such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

3. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) provides that the Town and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require; 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 all of these Contract clauses.

4. 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.

5. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Town or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Town or the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

1. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

6. 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.

7. 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).

3. 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 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 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."

9. 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.

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**Attachment 2
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.

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)**

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: _____

Page Break

**Attachment 3
Non-Lobbying Certification**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out on page one.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

The undersigned [insert name] certifies, to the best of his or her knowledge, that:

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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____
 Name and Title of contractor's Authorized Official: _____
 Date: _____

Page Break

Attachment 4

PROFESSIONAL SERVICE CONTRACT GREATER THAN \$25,000

This Contract, dated as of the last date executed by the Town of Paradise is between the Town of Paradise, a municipal corporation of the State of California, hereinafter referred to as "TOWN", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE					
Term of This Contract					
Term Begins			Term Completion Date		
On Following Date	7/1/2023		On Following Date	12/31/2024	
Town Department	Recovery and Economic Development				
Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)					
Price \$	N/A	Fixed Price	Annual Price	Monthly Price	Hourly Rate
Not-to-Exceed Price	\$585,851.00		<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate		
CONTRACTOR Contact Information			TOWN Contact Information		
CONTRACTOR	Butte Fire Safe Council		Project Manager	Brian Solecki	
Address	6585 Clark Rd Suite 240		Address	5555 Skyway	
City, State & ZIP	Paradise, CA 95969		City, State & ZIP	Paradise, CA 95969	
Telephone	530-877-0984		Telephone	530-872-6291 x165	
Email	taylorn@buttefiresafe.net		Email	Bsolecki@townofparadise.com	

WHEREAS, TOWN, through the TOWN Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions (including Exhibit “A”)

Attachment II – Insurance Requirements for Professional Services Contract

Attachment VI – Professional Credentials

Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Typed or Printed Name

Signature

Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

TOWN:

By:

Date

CONTRACTOR:

By:

Date:

REVIEWED FOR CONTRACT POLICY COMPLIANCE

By:

REVIEWED AS TO FORM:

By:

Page Break

**ATTACHMENT 5
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III-**Scope of Work**” which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **Town Project Manager.** The TOWN Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

2. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of TOWN nor is the CONTRACTOR a partner or in any way directly affiliated with the TOWN. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.

3. **Ownership.** The TOWN retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the TOWN by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the TOWN. The parties agree that the TOWN will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

4. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:

a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the TOWN and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.

b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.

c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.

d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the TOWN or CONTRACTOR by a thirty (30)- day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

5. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the TOWN, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be

asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the TOWN, but excluding liability due to the active negligence or willful misconduct of the TOWN. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to TOWN for any loss of or damage to TOWN property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.

6. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the TOWN's funding source herein may be TOWN, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with TOWN, State or Federal mandates and to reimburse the TOWN for any liability upon the TOWN for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.

7. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to TOWN, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.

8. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in **Attachment II** to this Contract.

9. **Changes to the Contract.** 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.

10. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.

11. **Contractor's Standard of Care.** TOWN has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by TOWN shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the

life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the TOWN.

12. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Town Manager. If this Contract was executed for the TOWN of Paradise by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

13. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the TOWN of Paradise by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Chair of the Board of Supervisors.

14. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:

- a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
- b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
- c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
- d. National Labor Relations Board Public Contract Code 10296.
- e. Domestic Partners – Public Contract Code 10295.3.
- f. ADA 1990 42 USC 12101 et seq.

18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.

15. **Contractor Performance and the Breach Thereof.** The TOWN may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the TOWN shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the TOWN may proceed with the work in any manner deemed proper by the TOWN. The cost to the TOWN shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the TOWN.

16. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

17. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale,

merger, change of control, operation of law or otherwise, without the prior written consent of TOWN and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. TOWN will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

18. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

a. This contract is entered into by TOWN upon the express representation that CONTRACTOR has no other contracts in effect with TOWN except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).

b. CONTRACTOR understands and will adhere to the TOWN's policy that no contracts shall knowingly be issued to any current TOWN employee or his/her immediate family or to any former TOWN employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

Director of Human Resources
5555 Skyway
Paradise, CA 95969

c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the Town of Paradise in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the TOWN for the advice of Town Attorney on the matter prior to executing this contract.

23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the Town of Paradise and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.

19. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.

20. **No Implied Waiver.** In the event that The TOWN at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that TOWN waives its future rights to require the CONTRACTOR to fulfill those obligations.

21. **Entirety of Agreement.** This contract inclusive of all Attachments herein is stipulated and made part of the contract constitutes the entire agreement between these parties.

EXHIBIT "A" **Acknowledgement of OTHER TOWN Contracts**

List any and all contracts that you have with TOWN agencies. If none, you must stipulate "none." This cannot be left blank or omitted from the contract.

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

Contractor 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 Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor 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 Contractor 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.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
1. **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 Contractor provides written verification he or she has no employees.)*
2. **Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Contractor 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 Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

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 Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor'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, Contractors 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 Contractors insurance and shall not contribute with it.

3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Town.

C. WAIVER OF SUBROGATION: Contractor hereby grants to Town a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Town by virtue of the payment of any loss under such insurance. Contractor 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 Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the Town. The Town may require Contractor 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: Contractor 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 Contractor'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. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors 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.

2. 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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

3. A copy of the claims reporting requirements must be submitted to the Town for review.

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ATTACHMENT 6 PROFESSIONAL CREDENTIALS

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Professional Degrees
Licenses
Certifications
Bonds

Page Break

ATTACHMENT 7 Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At *(fill in the appropriate point)* prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with TOWN Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

NOTE: If detail rate schedules or other documents are appropriate to the Scope of Work and separate from this Attachment III they must be stipulated in this Attachment by specific reference and thereby made part of this contract, labeled accordingly (Attachment III, Exhibit A, (or whatever the appropriate specific reference), etc.). They must also be included in the pagination of this contract. Consequently, it is necessary to scan them into the body of the contract where pagination control can make them inclusive.

Duties and obligations of the CONTRACTOR:

Since this is a professional service contract, this is the appropriate point in the contract to stipulate any subjective expectation that may be implied by their profession but once explicated become performance elements of the contract.

State all specific elements of the contract for which specific payment due as objectively as possible. Whether contract is based on hourly, daily, weekly, monthly rates; flat rate for deliverables; project milestone incremental payments; charges for use of particular (i.e., therapeutic) equipment or implements; any reports, criteria and schedule

If expenses are allowed, specify what is reasonable and/or reimbursable AND always state that expenses (unless per diem) must be preapproved and accompanied by receipts. There should be a cap to the expenses.

If “materials” are required, specify what they will (or might be) and some approximation not to exceed amount. Unless the materials are provisions of the “house” of the contractor, they will require receipts to be presented with invoice stipulating their charge.

State any circumstances under which no payment will be made.

State if payments are contingent on specific delineation on the invoice(s) such as coding or regulatory designated description.

Recommend that rates be laid out in table format if possible for clarity and ease of processing payments.

State specifically that payments stipulated are the Contractor’s only compensation.

Duties and obligations of the TOWN:

TOWN’s obligations may be:

- Town reserves the right to award more than one contract, if desired.
- Make any relevant notification promptly
- Provide data promptly
- Provide schedules or set up meetings or respond to presentation of information promptly
- Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- If possible avoid stipulating payment within specific period. If absolutely necessary state no less than 30 days and 60 days is not atypical.
- Town does not pay interest or penalties.



Town of Paradise
Council Agenda Summary
Date: May 9, 2023

Agenda Item: 6(b)

ORIGINATED BY: Colin Nelson, Infrastructure Program Manager
REVIEWED BY: Marc Mattox, Interim Town Manager
SUBJECT: Award Contract No. 2023-001 Paradise Sewer Project
On-Call Owner's Agent

LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Consider concurring with staff's recommendation for the Paradise Sewer Project Owner's Agent, and
2. Authorize the Town Manager to enter into a Professional Services Agreement with the recommended firm, contingent upon approval by the Town Attorney, and
3. Adopt Resolution No. 2023-22, "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 2023-001 Paradise Sewer Project On-Call Owners Agent Up To The Maximum Contract Aggregate Amount Of \$5,000,000 To Expedite And Facilitate The Paradise Sewer Project, Initial Design And Progressive Design Build Process." (ROLL CALL VOTE)

Background:

Since its incorporation in 1979, the Town has sought a formal wastewater treatment solution for the community, with service for commercial and densely populated residential areas being a priority. Failed and failing septic systems create public health and environmental concerns and have limited economic growth. Prior to the Camp Fire, which almost completely destroyed the town in 2018, Paradise was the largest unsewered community in California. The Town has prepared numerous studies to address its need for a centralized wastewater treatment solution, and in its most recent study, the Town identified a proposed sewer service area. The proposed sewer service area includes the Town's commercial corridors, and as described in the 2017 feasibility study, it represented the area that had the most septic systems that had failed or were projected to fail by 2022.

The Paradise Sewer Project consists of three primary components: Core Collection System, Export Pipeline System, and Extended Collection System. The Core Collection System would support the centralized businesses and housing in Town, including approximately 1,500 parcels along the Skyway, Clark Road, and Pearson Road corridors. The proposed Export Pipeline System would start at the southern end of the Core Collection System as a gravity sewer line and would continue southwest approximately 18 miles to the City of Chico for connection to the Chico

Water Pollution Control Plant. Other than the Town of Paradise flow, no other connections will be allowed to the export pipeline. The Extended Collection System would be an extension of the Core Collection System that would allow collection of sewage from parcels outside the Core Collection System, but within the Town limits.

The Town of Paradise has secured \$30 million through Community Development Block Grant Disaster Recovery funds to facilitate the design phase of the Paradise Sewer Project.

Analysis:

On March 26, 2023, staff issued a formal Request for Qualifications (RFQ 2023-001) utilizing formal consultant selection procedures in compliance with regulations for typical federally funded projects as well as specific requirements utilizing CDBG-DR funds. The RFQ stated the scope of work for the on-call Owners Agent and listed a not-to-exceed amount of \$5,000,000.

In general, the Scope of Work for the Owner's Agent is as follows:

- Provide program management on all aspects of the Paradise Sewer Project and ensure that the project is completed in a professional manner, within budget, and on schedule.
- Review, evaluate, and coordinate the Paradise Sewer Project through all remaining phases including procurement, preliminary design, final design, coordination with outside agencies, utility coordination, permitting, construction, operations and maintenance, and project closeout. The Program Manager shall review and make recommendations for revisions that will improve project delivery. Facilitate meetings and ensure communication among all parties.
- Coordinate with other Town consultants, public agencies, and utility companies.
- Review executed (estimated February 2023) IMA between the Town of Paradise and City of Chico and ensure all provisions of the IMA are adhered to through project development and completion.
- Establish a public outreach plan that includes the Consultant facilitating public engagement and outreach for the Project as well as coordination with the Town on media releases, website updates, stakeholder communication, and responses to questions relating to the Project.
- Organize and prepare for presentations at meetings held by Town staff, the Town Council, neighborhood groups, and other stakeholders.
- Attend Town Council meetings to update Town Council on progress of the Project.
- Support the Town during project bidding, including responding to questions and preparation of necessary addenda.
- Establish the roles and responsibilities of the augmented staff and manage these work efforts.
- Coordinate regular internal project team meetings to monitor work progress, make decisions to facilitate progress, and provide the basis for updating stakeholders on progress.
- Develop document management procedures including web-based sites for document sharing for the project team.
- Maintain and track schedule.
- Maintain and track budget and update cost estimates.
- Coordinate with Town staff on the submittal of grant documents.

- Preliminary financial evaluation of sewer rate schedule.
- Other related professional and administrative tasks to assist the Town on the project.
- Evaluating SOQs and shortlisting consultants.
- Preparing RFP and technical appendices (design, construction, and performance requirements).
- Assist in development of the contract and schedule.
- Evaluate initial concept proposal and help select the Progressive Design Build (PDB) team.
- Assist in contract negotiations and development of the contract.
- Coordinate the right-of-way and easement acquisitions for the Core Collection System Construction.
- Coordinate the easement acquisitions, encroachment permits, and the extraterritorial letter for the Export Pipeline System Construction.
- Support needed right-of-way activities initiated and led by the Design-Build team.
- Manage geotechnical evaluations.
- Complete necessary work to ensure NEPA/CEQA Compliance
- Manage the environmental permitting process from start to finish.
- Management the approval process with outside agencies from start to finish.
- Review and comment on Draft Operational Plan, Commission Plan, and Start-up Plan.
- Review the final Operational Plan, Commission Plan, and Start-up Plan for congruity with Town comments.
- Submit the Operational Plan, Commission Plan, and Start-up Plan for review and approval with the Regional Water Quality Control Board.
- Aid with regulatory permitting and environmental permitting.
- Upon receipt of contractor's schedule, evaluate and confer with the Town regarding workability of the schedule or suggest changes that may improve the schedule. Attend various meetings as a representative of the Town, and chair weekly on-site construction meetings with the construction management staff.
- Track and timely respond to all Contractor documented concerns, potential claims, and claims. Develop appropriate resolutions in consultation with the Town.
- Review, monitor and respond in consultation with the Town *Requests for Information* from the construction team.
- Process construction-related expenses and reimbursements.
- Track project construction schedule and provide updates of construction status to the Town every other week.
- Work closely with Town staff on coordinating work with regulatory agencies and private entities. This may include public relations work.
- Track all costs of construction and construction management and work with Town staff on the funding status of the project.
- Review all change orders and extra work expenditures with Town staff.
- Administer consultant contracts for support services while effectively monitoring costs and deadlines.
- Verify construction management records, including record drawings, and maintain appropriate records and files.

- Complete project closeout work, including record drawings, organization of project paperwork, and clear statements of any outstanding issues and recommended action or position on the issue.
- Provide an O & M Annual Cost Estimate 10-year projection. The cost estimate should include the core collection system, export pipeline and all associated appurtenances. The Estimate should include electricity demand and utilization, O & M labor, major equipment repair and replacement, and other miscellaneous services and utilities.

The contract term for the Owner’s Agent would be for five years, with the potential for a one-year extension by the Town.

By March 26, 2023 at 2:00 PM, Town staff had received three (3) responses to the RFQ. The proposers are listed below:

1. HDR
2. West Yost
3. Grandberg

A four-member evaluation committee was formed to evaluate the proposals, including the following members:

- Ashley Stanley, Engineering Division Manager
- Angela Spain, Capital Projects Manager
- David Kehn, Capital Projects Manager
- Susan Hartman, Community Development Director.

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

Table 1: Evaluation Criteria Table

No.	Evaluation Criteria	Points Possible
1	Completeness of Response a) Adherence to instructions in the RFP. b) Clear and comprehensive understanding of all aspects of the contract. c) Overall quality and thoughtfulness of the SOQ.	10
2	Experience & Qualifications a) Past performance on Town or other public agency projects. b) Possession and discussion of each minimum qualifications in item A-4 “Minimum Qualifications”. c) Possession of additional qualifications for the betterment of the project. d) The team’s organization experience, ability, and qualifications to perform the defined work. e) The staffing and stability of the team. f) The subcontractor’s ability, if applicable. g) The consultant’s experience with representing agencies while procuring and contracting for project delivery using design-bid-build, phased design-build, and construction management.	35

3	Range of Services a) The capability of the consultant to provide a broad range of services identified in this RFQ.	20
4	Project Methodology & Approach a) The consultant's familiarity with the Town and the project needs. b) The consultant's response on the overall approach to the on-call contract by establishing procedures which balance responsiveness, quality, and efficiency. c) The consultant's work plan that describes how the firm would organize and conduct work for the project. d) The consultant's ability to synthesize technical information and communicate this information in verbal, written, and graphic form.	20
5	Familiarity and Experience with Local, State and Federal Procedures a) Strong experience with Federal-aid projects.	15
SOQ SUBTOTAL		100
6	Interviews – Presentation	10
7	Interviews – Q&A	15
Interviews SUBTOTAL		25
SOQ + Interviews TOTAL		125

Staff has conducted interviews with the three RFQ respondents, and staff is currently in the process of conducting background and reference checks. Staff will present recommendations for contract award at the Council meeting, in consideration of the SOQ responses, interviews and references.

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 \$5,000,000. It is anticipated all costs associated with this Agreement will be sourced to the \$30 million CDBG-DR award.

**TOWN OF PARADISE
RESOLUTION NO. 2023-22**

**A RESOLUTION OF THE TOWN CONCIL OF THE TOWN OF PARADISE
DESIGNATING AUTHORITY TO THE PARADISE TOWN MANAGER TO
EXECUTE INDIVIDUAL TASK ORDERS UNDER THE RESULTANT MASTER
AGREEMENT FOR RFQ 2023-001 PARADISE SEWER PROJECT ON-CALL
OWNER'S AGENT UP TO THE MAXIMUM CONTRACT AGGREGATE
AMOUNT OF \$5,000,000 TO EXPEDITE AND FACILITATE THE PARADISE
SEWER PROGECT, INITIAL DESIGN AND PROGRESSIVE DESIGN BUILD
PROCESS.**

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; and,

WHEREAS, the Paradise Sewer Project is by far the largest project in scale, cost and overall benefit to the community.

WHEREAS, in an effort to streamline and expedite delivery of The Paradise Sewer Project, Town staff issued a Request for Qualifications On-Call Owners Agent (RFQ 2023-001); and,

WHEREAS, RFQ 2023-001 was designed for a base term of five years, with the possibility of a one-year extension at the sole discretion of the Town Manager for a maximum term of six-years; and,

WHEREAS, RFQ 2023-001 was designed for a not-to-exceed aggregate contract amount of \$5,000,000 to be issued as individual task orders; and,

WHEREAS, RFQ 2023-001 was prepared and reviewed under the most stringent of procurement standards, meeting Paradise Municipal Code, State and Federal requirements; and,

WHEREAS, RFQ 2023-001 was advertised on March 26, 2023 for work relating to the Town of Paradise Sewer Project, with major scopes of work categories listed below:

- Provide program management on all aspects of the Paradise Sewer Project and ensure that the project is completed in a professional manner, within budget, and on schedule.
- Review, evaluate, and coordinate the Paradise Sewer Project through all remaining phases including procurement, preliminary design, final design, coordination with outside agencies, utility coordination, permitting, construction, operations and maintenance, and project closeout. The

Program Manager shall review and make recommendations for revisions that will improve project delivery. Facilitate meetings and ensure communication among all parties.

- Coordinate with other Town consultants, public agencies, and utility companies.
- Review executed (estimated February 2023) IMA between the Town of Paradise and City of Chico and ensure all provisions of the IMA are adhered to through project development and completion.
- Establish a public outreach plan that includes the Consultant facilitating public engagement and outreach for the Project as well as coordination with the Town on media releases, website updates, stakeholder communication, and responses to questions relating to the Project.
- Organize and prepare for presentations at meetings held by Town staff, the Town Council, neighborhood groups, and other stakeholders.
- Attend Town Council meetings to update Town Council on progress of the Project.
- Support the Town during project bidding, including responding to questions and preparation of necessary addenda.
- Establish the roles and responsibilities of the augmented staff and manage these work efforts.
- Coordinate regular internal project team meetings to monitor work progress, make decisions to facilitate progress, and provide the basis for updating stakeholders on progress.
- Develop document management procedures including web-based sites for document sharing for the project team.
- Maintain and track schedule.
- Maintain and track budget and update cost estimates.
- Coordinate with Town staff on the submittal of grant documents.
- Preliminary financial evaluation of sewer rate schedule.
- Other related professional and administrative tasks to assist the Town on the project.
- Evaluating SOQs and shortlisting consultants.
- Preparing RFP and technical appendices (design, construction, and performance requirements).
- Assist in development of the contract and schedule.
- Evaluate initial concept proposal and help select the PDB consultant.
- Assist in contract negotiations and development of the contract.
- Coordinate the right-of-way and easement acquisitions for the Core Collection System Construction.

- Coordinate the easement acquisitions, encroachment permits, and the extraterritorial letter for the Export Pipeline System Construction.
- Support needed right-of-way activities initiated and led by the Design-Build team.
- Manage the geotechnical evaluations.
- Complete necessary work to ensure NEPA/CEQA Compliance
- Manage the environmental permitting process from start to finish.
- Management the approval process with outside agencies from start to finish.
- Review and comment on Draft Operational Plan, Commission Plan, and Start-up Plan.
- Review the final Operational Plan, Commission Plan, and Start-up Plan for congruity with Town comments.
- Submit the Operational Plan, Commission Plan, and Start-up Plan for review and approval with the Regional Water Quality Control Board.
- Aid with regulatory permitting and environmental permitting.
- Upon receipt of contractor's schedule, evaluate and confer with the Town regarding workability of the schedule or suggest changes that may improve the schedule. Attend various meetings as a representative of the Town, and chair weekly on-site construction meetings with the construction management staff.
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- Review, monitor and respond in consultation with the Town *Requests for Information* from the construction team.
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- Administer consultant contracts for support services while effectively monitoring costs and deadlines.
- Verify construction management records, including record drawings, and maintain appropriate records and files.

- Complete project closeout work, including record drawings, organization of project paperwork, and clear statements of any outstanding issues and recommended action or position on the issue.
- Provide an O & M Annual Cost Estimate 10-year projection. The cost estimate should include the core collection system, export pipeline and all associated appurtenances. The Estimate should include electricity demand and utilization, O & M labor, major equipment repair and replacement, and other miscellaneous services and utilities.

WHEREAS, 3 proposals were received by April 3, 2023, and following subsequent evaluation and interview, the following Owners Agent was recommended for the Master Agreement:

WHEREAS, by designating the Town Manager authority to execute all task orders associated with RFQ 2023-001, full benefits of this robust procurement process will be realized.

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

Section 1. The Paradise Town Manager is authorized to execute a master agreement with the above-recommended Owners Agent and to execute individual task orders under the master agreements for RFQ 2023-01 On-Call Owners Agent not to exceed the maximum contract aggregate amount of (\$5,000,000) to expedite and facilitate the initial design and progressive design-build process for the Paradise Sewer Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 9th day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Greg Bolin, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, CMC, Town Clerk

Scott E. Huber, Town Attorney



Town of Paradise
Council Agenda Summary
Date: May 9, 2023

Agenda Item: 6(c)

ORIGINATED BY: Scott E. Huber, Town Attorney
REVIEWED BY: Marc Mattox, Interim Town Manager
SUBJECT: Consideration of Creation of an Arts Commission
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Consider Creation of an Arts Commission, including providing direction to staff related to the formation, jurisdiction, and terms of service for an Arts Commission and its members; OR,
2. Provide staff with alternate direction

Background:

The Town Council directed staff to propose the details related to the establishment of an Arts Commission for the Town. Staff has reviewed a number of Arts Commissions across the state to recommend best practices. The Arts Commission should represent the Council's desire for ongoing policy focus, along with responsible oversight of the Town's investments in the Arts. The Town acknowledges and appreciates the vital role the Arts play in the community.

Analysis:

Following the Camp Fire, the Town of Paradise has been focused on rebuilding in all areas. This includes a reestablishment of the arts around Town. The Town enjoys several arts related organizations, which promote the performing arts, painting, sculptures, and many other genres of artistic expressions. These art installations and performances are accessible to the public and benefit all residents. As a result of these art installations and performances, visitors are drawn to the town from around the region, the state, and from around the world. Arts and culture in the Town of Paradise contribute significantly to the community, its economy, and overall quality of life.

If established, the Arts Commission would represent the Town Council and its desires related to oversight of the Town's investment in the arts. At this initial phase, the Town Council must determine the following items:

- Jurisdiction and authority of the Arts Commission
 - Some potential areas include:
 - To prepare and recommend to the Town Council standards and policies for art facilities, art programs, and other related matters.
 - To provide for the creation of a Town public art program
 - To identify and recommend public art projects
 - To develop a strategic vision for culture and the arts

- Act in an advisory capacity to the Town Council in establishing policy on matters related to the Arts
 - Engage the participation of the community for arts events and programs.
 - Provide community support for advancing policy initiatives and programs.
 - To review and make recommendations to the Town Council or Town Manager concerning the acquisition, removal, relocation, maintenance, or alteration of existing works of art or items of cultural significance in the possession of the Town.
- Number of Commissioners, and term of service
 - Identification of existing art installations and areas for expansion
 - Extent of community engagement related to art installations
 - Stakeholder outreach
 - Recommendation of Funding for Arts in Public Spaces

Many public agencies, upon establishing an Arts Commission, will task the Arts Commission with creating a Master Plan or blueprint to help set the areas of responsibility and “jurisdiction” that the Arts Commission will serve.

Should Council desire to proceed with the formation of an Arts Commission, the Council will need to provide direction to staff as to next steps in the establishment of the Commission itself, funding, and the process by which areas of authority and the extent of that authority may be created and assigned.

Financial Impact:

No immediate financial impacts are associated with this action. As noted above, the Commission may need funding to facilitate projects or reviews. Indirectly, the formation of another Commission will increase the workload and staff commitments of various involved departments, especially the Clerk’s Office for meeting noticing, Commissioner communications/appointments/etc.



About the Arts Commission

The Arts Commission is composed of seven members appointed by the City Council to serve four-year terms. The Commission makes recommendations to the Council regarding the public art program, the yearly allocation of funds to arts organizations and individual artists, and the marketing of Chico as an arts and culture destination. The Commission meetings are held quarterly, in the months of January, April, July, and October, on the second Wednesday of the month at 4:30 p.m. in the Council Chambers located in the City Council Chamber Building, 421 Main Street. Meetings are open to the public.

The mission of the Arts Commission, as stated in the City of Chico Arts Master Plan, adopted by the City Council in 1993, is as follows: "Excellence in the arts is a reflection of the health and quality of life in a community. The purpose of the Arts Commission is to serve as an advocate for the arts and as partner in the community's artistic and cultural development. Visual, performing, and literary art programs should be designed to encourage the active participation of all citizens in this valuable aspect of their daily lives."

Arts Commissioners

Stephen Cummins
Daniela Ferguson
Mary Gardner
Louis Nava
Monica McDaniel, Chair
Kimberly Ranalla
Jedrek Speer

To email this group click here:
[Arts Commissioners](#)

City Arts Contact Information

Debbie Presson
City Clerk
(530) 896-7251
E-Mail Arts Coordinator



Public Art Program

Purpose

The purpose of the City of Chico Art in Public Places Program is to expand the public experience with the visual arts, to promote the artistic and cultural development of the community, and to encourage the active participation of all citizens in making art a valuable aspect of their daily lives. This Program represents a key supporting element for the achievement of the goals and objectives of the City's Arts Master Plan.



Goals

A successful public art program, through a variety of approaches to site-specific art projects, seeks to achieve the following goals:

- Humanize the built environment through “place-making” symbols of civic pride and community identity, and through artistic statements that create a vibrant sense of place in public spaces.
- Make art accessible to the community so that the public may expand its experience, awareness, sensitivity, enjoyment and understanding of art; that the lives of our citizens and visitors will be enhanced through interaction with public art.
- Foster the concept of artists as “aesthetic decision-makers” to be recognized and actively utilized in the development and planning of the built and natural environment, and by encouraging collaborations between artists, urban planners, building and landscape architects, engineers and other designers.
- Provide diverse and challenging employment opportunities for contemporary artists from all ethnic communities to ensure that a broad cultural heritage will be reflected in the community’s public art collection.

Resource List of Pre-Qualified Artists






This list will be made available to the City's project managers and consultants as a method of selecting artists to be hired, as part of a design team, if needed, to assist with the inclusion of artistic architectural elements into Capital Improvement Projects such as the construction or remodel of public facilities and/or public infrastructure projects paid for wholly or in part by the City of Chico. These artists will remain on the Resource List of Pre-Qualified Artists for three years.

- Dayton Claudio, Chico CA
- Elizabeth Devereaux, Chico CA
- Richard Deutsch, Davenport CA
- Gordon Huether, Napa CA
- Janice Hofmann, Chico CA
- Susan Larsen, Chico CA
- Jeff Lindsay, Chico CA
- Margo Majewska, San Francisco CA
- Tony Natsoulas, Sacramento CA
- Gregg Payne, Chico CA
- Eric Powell, Berkeley CA
- Glen Rogers, San Jose CA
- Jos Sances, Oakland CA
- Vickie Jo Sowell, Emeryville CA
- Diana Walker-Smith, Sacramento CA
- Ann Weber, Emeryville CA

Information Available to Download and Print



-  Downtown Art Benches Walking Tour Map and Brochure
 -  Art In Public Places Policy
 -  Private Developer Program
-



Soaring Star

Chapter 2.62

ARTS COMMISSION

Section:

2.62.010 Created.

2.62.020 Purpose.

2.62.030 Composition.

2.62.035 Architectural review board liaison.

2.62.040 Members' terms of office.

2.62.050 Regular meetings - Time, place and frequency.

2.62.060 Meetings - Cancellation.

2.62.010 Created.

There is hereby established the arts commission of the city.

(Ord. 1781 (part), Ord. 2096 §1)

2.62.020 Purpose.

The arts commission shall be, for all purposes, an advisory commission to the city council for matters relating to aesthetic treatments, memorials, gifts, and tourism related items.

(Ord. 2475 §2)

2.62.030 Composition.

Regular members. The arts commission shall consist of seven (7) members.

(Ord. 1781 (part), Ord. 2010 §1, Ord. 2096 §3, Ord. 2475 §3)

2.62.035 Architectural review board liaison.

In addition to the regular members, a current member of the architectural review board shall act as a liaison to the arts commission. Such liaison shall have the responsibility of attending commission meetings to discuss matters of mutual interest to the board and commission, but shall not vote.

(Ord. 2010 §2, Ord. 2096 §4)

2.62.040 Members' terms of office.

Members of the arts commission shall be appointed to serve for a term of four years and until their respective successors are duly appointed and qualified.

(Ord. 1781 (part), Ord. 2096 §5, Ord. 2475 §4)

2.62.050 Regular meetings - Time, place and frequency.

Regular meetings of the arts commission shall be held quarterly, in the months of January, April, July and October in the council chamber building of the city on the second Wednesday of each month at the hour of 4:30 p.m. If such a meeting falls upon a legal holiday, the regular meeting shall be held on the preceding or succeeding Wednesday that does not fall on a holiday. Meetings shall end at 6:00 p.m. Meetings may be extended to 6:30 p.m. by a majority vote of the arts commission members present.

(Ord. 2475 §5)

2.62.060 Meetings - Cancellation.

If no other matters remain from previous meetings, or there is otherwise no business to transact, a city staff member may cancel the regular meeting. Before determining that there is no business, the city staff member shall attempt to contact the chair of the arts commission to confirm cancellation.

(Ord. 2475 §6)



CITY of CHICO

The City of Chico Arts Master Plan

Developed by the City of Chico Arts Commission and approved by the City Council on July 21, 1993

The Arts, consisting of the general areas of visual, performing and literary arts, are a creative means of self-expression and understanding which contribute to the health and quality of life in a community. This Arts Master Plan represents a recognition by the City of Chico of the need to actively participate in the artistic and cultural development of its citizens. The role of the Arts Commission in fulfilling this need is to serve as an advocate for the Arts, and as a community partner in the design and development of the City's cultural and arts programs which encourage citizen participation.

The following goals, objectives and policies are the key elements of this Plan. In order to achieve their full implementation, a strong, cooperative effort among government, business and arts organizations is essential. The implementation strategy and time line, developed by the Arts Commission and approved by the City Council, is central to this effort. To fund such implementation, emphasis will need to be placed on non-City funding sources such as Federal, State and private foundation grants since the availability of City funds will be limited.

As used in this Plan, the terms "encourage," "support," "promote" and the like do not imply a financial commitment or obligation on the part of the City. Instead, the City will encourage, support and promote the arts primarily by facilitating cooperative efforts, both intergovernmental and between government, business and arts organizations, and through other means as well, to achieve the goals and objectives of this Plan.

Goal 1

To provide opportunities for the artistic and cultural development of the citizens of Chico.

Objective No. 1

To develop and maintain an environment that encourages diverse program activity in the Arts.

Policies

1. Provide through an advisory Arts Commission a forum for arts concerns and recommendations of the elected officials and their staff concerning arts issues.
2. As funds become available, encourage the City Council to establish an administrative staff having an arts background to provide on-going encouragement and support of community art programs.
3. Continue utilization of the concept of contracting for cultural and arts services with local arts organizations and individual artists.
4. Involve the various City boards, commissions and departments as necessary in coordinating the diverse arts opportunities offered by the community.
5. Encourage citizens to take advantage of arts programming offered by other agencies and institutions in the community.
6. Provide financial assistance whenever feasible to groups or individuals who provide public arts programming to the community.
7. Encourage University, business and community cooperation in programming, financing and other support of artistic and cultural events and opportunities.

Objective No. 2

To develop and expand municipal arts facilities to assist in meeting the needs of organizations that provide arts services through the use of such facilities.

Policies

1. Consider forming a Arts Commission subcommittee to assist in the development of a plan to build a arts complex or municipal performing arts center, and to promote the establishment of an outdoor amphitheater in Bidwell Park, in cooperation with the Bidwell Park and Playground Commission.
2. Consider the planning, development and funding of new or augmented arts facilities that may be needed.
3. Consider cooperative arrangements between the City and local, state and federal agencies to provide needed arts facilities for the community.

Objective No. 3

To expand the City's role in providing works of art in public places.

Policies

1. Implement and fund City programs for the installation and maintenance of works of art in public places.
2. Encourage private business, through development incentives and other non-monetary incentives, to exhibit and install works of art in their public areas.
3. Seek out and encourage private businesses to make their public places available for visual and performing arts programs.
4. Establish on-going sources for the funding of public art such as a percentage for art program.
5. Encourage cooperative arrangements between the City and local, state and federal agencies to provide works of art for exhibition in public places.

Goal 2

To facilitate the education of all citizens in the development of their creative skills and an appreciation for the Arts.

Objective No. 1

To cooperate with and coordinate efforts between local organizations, private and public educational institutions and private industry in providing a range of experiences and skill development essential to a well-rounded cultural environment.

Policies

1. Provide funding and other assistance whenever possible to organizations that provide arts educational experiences to the citizens.
2. Provide direction, encouragement and support for the continued development of a variety of arts activities in the City.
3. Encourage the establishment of a wide range of programs for adults and children that develop the skills of the participants at all levels of creative expression.
4. Support the development of a arts organizational network and information distribution system which would make citizens aware of training programs and performance opportunities which are available in local public institutions and/or private organizations.

Policies

1. Promote the development of a forum for critical expression.
2. Support programs such as art-in-the-schools, artist-in-residence and other programs which allow children and non-artist citizens to experience various art forms.

3. Support programs which provide opportunities for children to learn about diverse art styles.

Goal 3

Support the development of artists and their access and exposure to the community.

Objective No. 1

To facilitate access to public and private spaces that are compatible with the exhibition of art works and the performance of artistic programs.

Policies

1. Facilitate the utilization of free public exhibition spaces.
2. Encourage citizens to view and/or participate in the various local exhibitions and performances of art works and programs.
3. Foster private and public funding of art exhibits and performances.
4. Encourage exhibition and performance partnerships between artists and all sectors of the community.
5. Promote the establishment of a community liaison to assist artists looking for exhibition and performance space.

Objective No. 2

To encourage the development of spaces that are compatible with the needs of studio artists, craft persons and performing artists.

Policies

1. Consider the development of cooperative funding arrangements to provide suitable space for art studios , rehearsal halls and performance facilities .
2. Consider appropriate amendments to City zoning and other ordinances to facilitate the location and establishment of art studios, rehearsal halls and performance facilities. Review land use policies to encourage, for consideration, the location and establishment of art related facilities without infringement upon adjacent land uses.
3. If alternative community storage space is limited or unavailable, support the allocation of appropriate storage space for the storage of art works.

Objective No. 3

To promote media exposure and public information regarding arts performances and exhibitions.

Policies

1. Support and/or facilitate the use of public access television facilities for this purpose.
2. Publicly and formally recognize (e.g., through a mayor's award, etc.) artistic achievement of individual artists, and collaborative efforts of artists and other individuals (e.g., architects).
3. Recognize the information media's contribution to the promotion of the arts.

Goal 4

To integrate the work and thinking of artists, along with that of other design professionals, into the planning, design, building and development of Chico in order to achieve the highest standards of design for the City.

Objective No 1

Promote the installation of visual art and art treatments in and on City-owned buildings, facilities and open spaces.

Policies

1. Visual art and art treatments should be integrated into the design of public works projects undertaken by the City, including bridges, streets and sidewalks, parks and public buildings.
2. Promote the redevelopment or retrofitting of existing public facilities and spaces to install visual art and art treatments.
3. Promote collaboration and partnerships between artists and architects, engineers, etc.
4. Establish an "Art in Public Places" subcommittee of the Arts Commission to recommend art works to be installed in public places.

Objective No. 2

Promote the voluntary installation of visual art treatments throughout the City as development and building occur.

Policies

1. Support the participation of art professionals and experts in the City's architectural and design review processes.
2. Consider the development of art treatment standards to be used by the City in evaluating the design of private sector projects.

Goal 5

To support diversity in the arts.

Objective No. 1

Promote ethnic and culturally diverse art programs, both in education and exhibitions, to promote greater cultural and ethnic understanding and appreciation.

Policies

1. In goals 1 through 4, to the extent possible, include, promote, implement and instill cross-cultural elements into their implementation.
2. Develop liaisons with groups in the community to promote the understanding of diverse art forms and the like.

Goal 6

To promote and support the development of long term fiscal strategies to assist local arts organizations in maintaining their stature and contribution to the quality of life of the community.

Objective No 1

Develop fiscal strategies for the promotion of quality arts programs.

Policies

1. Support the development of a non-profit "friend" auxiliary organization to generate additional funds through fund-raising activities, donations and grant programs, and the establishment of a non-profit foundation or fund to receive such funds.
2. Encourage research into available grants for matching, development and organizational support for the City and local arts organizations.
3. Support the development of corporate, local business and individual donations, in-kind matches, facilities and other organizational support for the City and local arts organizations.

4. Encourage the formation of business/arts partnerships which are mutually beneficial.
5. Encourage the "adoption" of individual arts organizations by corporations, local business and individuals to assist in providing various levels of organizational support.
6. Support the liaison between arts programming and tourism for the development of increased revenues affecting both local business and the arts organizations.

Commissions & Committees

More information can be obtained from **Jennifer Schmitke**, City Clerk (530) 865-1610.

- **Commissioner Application**
- **Commissioner Guide**
- **Commission Meeting Agendas**

Arts Commission

The Arts Commission consists of seven members, four of whom shall be individuals who work or are involved in the arts. The functions of the arts commission include advising the City Council on proposed funding for various community arts organizations, proposed funding for community art projects, assisting in the site selection of community art projects, reviewing and making recommendations on the technical and aesthetic aspects of proposed community artwork, organizing competitions for artistic works in public places, implementing the goals, objectives and policies of an arts master plan when adopted by the City Council and to perform such other advisory duties pertaining to public art as the City Council from time to time may require.

Commission Members: Rae Turnbull, Jim Scribner, Mary Rose Kennedy, Steve Elliott, Jill Elliott, Patricia Turnbull and Mason Greeley

Staff support: Rebecca Pendergrass

Council Liaison: Bruce Roundy; Alternate – Dennis Hoffman

Chapter 2.18 - ARTS COMMISSION

Sections:

2.18.010 - Created.

There is established the arts commission of the city of Orland.

(Ord. 2004-06 (part))

2.18.020 - Functions generally.

The functions of the arts commission shall include the following powers and duties:

- A. To advise the city council on proposed funding for various community arts organizations;
- B. To advise the city council on proposed funding for community art projects;
- C. To assist in the site selection of community art projects;
- D. To review and make recommendations on the technical and aesthetic aspects of proposed community artwork;
- E. To organize competitions for artistic works in public places;
- F. To implement the goals, objectives and policies of an arts master plan when adopted by the city council; and
- G. To perform such other advisory duties pertaining to public art as the city council from time to time may require.

(Ord. 2004-06 (part))

2.18.030 - Composition.

The arts commission shall consist of seven members, four of whom shall be individuals who work or are involved in the arts. Membership shall consist of a majority of members residing within the city limits of the city of Orland, and the remaining members to reside within the 95963 postal zip code area.

(Ord. 2004-06 (part))

(Ord. No. 2009-04, § 3, 12-7-2009)

2.18.035 - Architectural review board liaison.

In addition to the regular members, a current member of the architectural review board shall act as a liaison to the arts commission. Such liaison shall have the responsibility of attending commission meetings to discuss matters of mutual interest to the board and commission, but shall not vote.

(Ord. 2004-06 (part))

114 40 - Members' terms of office.

Members of the arts commission shall be appointed to serve for a term of four years and until their respective successors are duly appointed and qualified. However, three of the original members of the arts commission appointed in 2004 shall have their terms end at seven-thirty p.m. on January 1, 2006, and four of the original members of the arts commission appointed in 2004 shall have their terms end at seven-thirty p.m. on January 1, 2008; all subsequent terms shall commence and end on the same day every four years thereafter.

(Ord. 2004-06 (part))

2.18.050 - Regular meetings—Time.

Subsequent to the appointment of new commission members, the arts commission shall set a weekday and time for regular monthly meetings. Such regular meetings shall begin no earlier than six p.m.

(Ord. 2004-06 (part))

2.18.060 - Regular meetings—Place.

Regular meetings and adjourned regular meetings shall be held by the arts commission in the Carnegie Community Center, city of Orland, or in such place to which any such meeting may be adjourned.

(Ord. 2004-06 (part))

2.18.070 - Public arts fund.

- A. Creation. There is established a public arts fund into which shall be deposited all funds collected under this chapter of the Orland Municipal Code and such other funds as may be appropriated by the city council or donated to the city for expenditures in conjunction with the public arts program.
- B. Accounting. This fund shall be maintained by the city treasurer, with accounting records established to sufficiently identify and control these funds. Expenditures shall be processed through the city's established warrant payment procedure.
- C. Use of Fund. The funds shall be used solely for the acquisition, installation, improvement, maintenance and insurance of artwork to be displayed in the city and the administration of the public arts program.
- D. Permissible Expenditures.
 1. The cost of artwork and its installation;
 2. The cost of purchase or lease of art sites;
 3. Waterworks, landscaping, lighting and other objects which are commissioned from an artist as an integral aspect of a structure or site or which are necessary for the proper aesthetic presentation and structural placement of the artwork;
 4. Frames, mats, pedestals and other objects which are necessary for the proper presentation of the artwork;
 5. Expenditures for maintenance and repair of artworks;
 6. Administrative expenses, including legal, to otherwise implement, uphold or carry out any provision of this chapter.

E. Ineligible Expenditures.

1. Reproductions of original work except limited editions;
2. Unlimited editions of original work;
3. Mass-produced art objects;
4. Works that are decorative, ornamental or functional landscape or architectural elements except when commissioned from an artist as an integral aspect of a structure or site;
5. Architectural rehabilitation or historical preservation of buildings.

F. Endowments. The public arts fund shall also be used as a depository for endowments, bequests, grants or donations. Such endowments, bequests, grants or donations may be expended as set forth in subsections C and D of this section and when approved by the commission:

1. Art exhibitions or displays;
2. Promotion of art education within the community, either separate from or complementary to art programs of schools, museums or other nonprofit organizations.

G. Replacement. For those artworks that have been purchased with moneys from the public arts fund or donated to the city, the city council may determine to sell or exchange existing artworks for replacement artworks. Any funds obtained from the sale of artwork shall be credited to the public arts fund.

H. Any expenditure of one thousand dollars (\$1,000.00) or more from the public arts fund of public artwork development fees collected pursuant to Section 2.10.100, or such other funds as may be appropriated by the city council pursuant to Section 2.18.070(A), requires prior approval by the city council. Any expenditure of funds donated into the public arts fund or funds deposited into the public arts fund from the sale of artwork and related items does not require prior approval by the city council. The city shall monitor the public arts fund for the purpose of administering this subsection.

(Ord. 2005-08 § 3 (part))

(Ord. No. 2013-03)

2.18.080 - Projects subject to public arts program requirements.

A. Requirements. Except as provided in subsection B of this section, the requirements of this chapter shall apply to all works of construction and rehabilitation for which a building permit is required, including but not limited to:

1. New commercial and industrial construction;
2. Remodeling or reconstruction of existing commercial or industrial property;
3. New residential subdivisions or developments of two or more units, whether by detached single-family residential structures, condominiums, apartments, duplexes, townhouses or other dwelling units being built in the same tract by the same owner or developer;
4. New individual single-family residential units constructed on a lot located in an existing subdivision whose building permit valuation is over one hundred thousand dollars (\$100,000.00).

B. Exceptions. The requirements of this chapter shall not apply to the following activities:

1. Public projects undertaken by any agency of the city, the state, county, school district or any other

- governmental entity;
2. Remodeling, repair or reconstruction of structures to comply with earthquake seismic safety code standards or which have been damaged by fire, flood, wind, earthquake or other calamity;
 3. Remodeling, repair or reconstruction of residential units;
 4. Nonprofit social service or cultural institution projects;
 5. Low to moderate housing projects as defined by household income Health and Safety Code Section 50093;
 6. Affordable housing developments receiving city, state or federal assistance;
 7. Private educational institutions which provide general education equivalent to the public school system (kindergarten through high school or any part thereof);
 8. Architectural rehabilitation or historical preservation of properties which are designated as historic sites by the city council.

(Ord. 2005-08 § 3 (part))

2.18.090 - Certificates of occupancy.

- A. No final city approval, such as final inspection or a certificate of occupancy, for any project subject to this chapter shall be granted or issued unless and until full compliance with the public arts program is achieved, in one or more of the following ways:
 1. The approved artwork has been placed in a manner satisfactory to the arts commission.
 2. In-lieu art fees have been paid.
 3. Financial security in an amount equal to the acquisition and installation costs of an approved artwork, in a form approved by the city attorney, have been posted.
 4. An approved artwork has been donated and accepted by the arts commission.
- B. Full compliance with the public arts program shall not be deemed to exist until the entire program allocation for the project, as defined in Section 2.18.100 of this chapter, has been provided.

(Ord. 2005-08 § 3 (part))

2.18.100 - Requirement to provide artwork or pay development fee.

- A. The applicant shall be deemed to have satisfied his or her obligations under this chapter through the placement of artwork in a manner consistent with this chapter, valued at an amount equal to the program allocation.
- B. In lieu of placement of an approved artwork, the applicant may, at his or her discretion, pay to the city for deposit into the public arts fund an amount equal to the program allocation set forth in subsection D of this section.
- C. Fees are to be collected with respect to all projects prior to issuance of a building permit, except in the case of residential developments of more than one dwelling unit, where the fee shall be collected on a pro rata basis for each dwelling when it receives its final inspection or certificate of occupancy, whichever occurs first.
- D. The program allocation, as used in this chapter, is the percentage of the building cost which is set aside for

the city's public arts program. The total building valuation shall be computed using the latest building valuation data as set forth by the International Conference of Building Officials (ICBO) unless, in the opinion of the building official, a different valuation measure more accurately represents the value of the building. Excluding land acquisition and off-site improvement costs, the program allocation shall be an amount equal to the percentage of the total building valuation for an applicable project, as listed herein:

1. One-quarter of one percent for commercial and industrial construction, remodel or reconstruction;
 2. One-quarter of one percent for new residential subdivisions or developments of two or more units, whether by detached single-family residential structures, condominiums, apartments, duplexes, townhouses or other dwelling units being built in the same tract by the same owner or developer. A project shall be considered a development of two or more units when two or more building permits are issued to the same person for development of new residential structures within a one-hundred-eighty-day period;
 3. One-quarter of one percent for new individual single-family residential units constructed on a lot located in an existing subdivision for that portion of building permit valuation in excess of one hundred thousand dollars (\$100,000.00).
 4. However, the program allocation as determined in subsections 1., 2. or 3., above, shall not exceed ten thousand dollars (\$10,000.00) for any applicable project.
 5. The arts assessment allocation shall be applied and exempted in accordance with the applications and exemptions as set forth in Orland Municipal Code Chapter 15.42 and supporting development impact fee resolutions.
- E. Nothing in this section shall prohibit the applicant from placing an approved artwork with acquisition and installation costs in an amount less than the program allocation; provided that the applicant shall also pay to the public arts fund an amount equal to the difference between the program allocation and the costs of acquisition and installation of such artwork.
- F. Nothing herein shall restrict the city council from waiving the requirements of this chapter, in whole or in part, with respect to any project otherwise subject to the provisions of this chapter, provided that the city council determines that the project applicant has entered into an agreement with the city providing for the applicant's acquisition and installation of artwork in connection with the development of the project which addresses the goals and aims of this chapter in a manner equally or more favorable to the city than would be achieved by strict compliance with this chapter. In such an event, the city council shall make findings to this effect on the basis of substantial evidence.

(Ord. 2005-08 § 3 (part))

(Ord. No. 2013-02; Ord. No. 2017-04)

2.18.110 - Art site acceptability.

- A. Placement of Art by Applicant. The applicant shall place artwork in outdoor areas of the private property that are accessible and used by the public a minimum of eighteen (18) hours per day. Interior spaces, including lobbies, courtyards, malls, etc., may be eligible if they are accessible to the public a minimum of twelve (12) hours per day.

B. Art Purchased Through Public Arts Fund. When selecting the location for art purchased through the public arts fund, preference shall be given to publicly accessible public places. This would include libraries, parks, office buildings, sidewalks, traffic islands, etc. Lobbies, plazas, adjacent open spaces or exterior treatment of publicly owned buildings shall be potential sites, but the offices themselves of publicly owned buildings shall not be considered acceptable.

(Ord. 2005-08 § 3 (part))

2.18.120 - Criteria for artwork selection.

A. Eligible requirements for each project will be established by the arts commission. Specifically excluded are artworks done by students under the supervision of art instructors to satisfy course requirements and artists who are members of the arts commission. The following criteria shall be considered in the selection of artwork:

1. Quality of the artwork;
2. Media. All visual art forms may be considered, subject to limitations set by the selection jury or the arts commission;
3. Style. Artworks of all schools, styles, and tastes should be considered for the city collection;
4. Environment. Artworks and art places should be appropriate in scale, material, form and content for the immediate, general, social and physical environments with which they relate;
5. Permanence. Consideration should be given to structural and surface integrity, permanence, and protection against theft, vandalism, weathering, excessive maintenance, and repair costs;
6. Elements of Design. Consideration should take into account that public art, in addition to meeting aesthetic requirements, also may serve to establish focal points, terminate areas, modify, enhance, or define specific spaces, or establish identity;
7. Diversity. The public arts program should strive for diversity of style, scale, media, artists—including ethnicity and gender and equitable distribution of artworks and art places throughout the city.

B. The following methods may be used to select artwork:

1. Direct Purchase. A completed work of art may be purchased for a specific project or location.
2. Direct Commission. An artist may be chosen directly by an artist-selection jury and paid to submit a proposal. Artists will be selected on the basis of their qualifications for a particular project and its probability of successful completion.
3. Limited Competition. A small number of artists may be invited and paid by the selection jury to submit proposals.
4. Open Competition. Any artist may apply subject to limitations established by the selection jury. No proposal fee is paid to artists; however, a small number of finalists may be selected to submit details, models or plans for which a fee is paid.

C. In selecting an artwork, the arts commission may appoint a selection jury of qualified persons. The jury shall be subject to the provisions of the Brown Act.

D. Review by Director of Planning. The director of planning shall review the artwork and its placement and landscaping elements and may refer the artwork to the planning commission for approval pursuant to the

relevant section of the zoning ordinance.

(Ord. 2005-08 § 3 (part))

2.18.130 - Maintenance of artwork on public and private property.

- A. **Public Artwork on Public Property.** A maintenance fund shall be established as part of the public arts program. Procedures for custody, maintenance and conservation of artwork shall be established by the arts commission as well as a maintenance schedule. Specific instructions for care of each work shall be kept on file as part of the collection management. The arts commission will strive to include maintenance provisions in the artwork contracts that stipulate the length of time (typically one year) the artist will be responsible for repairs, that urge artists to provide a maintenance manual, and that allow the artist first-refusal on repair contracts within the fair market rate of remuneration. Regular inspection-for-condition reporting shall be conducted so that the collection is maintained in the best possible condition as supervised by designated city personnel. When necessary, a conservation plan will be established prioritizing the work which is to be done.
- B. **Private Artwork on Private Property.** The obligation to provide all maintenance necessary to preserve the artwork in good condition shall remain with the owner of the site. Art installed on or integrated into a construction project pursuant to the provisions of this chapter shall not be removed or altered without the approval of the arts commission. Artwork installed pursuant to this chapter shall be maintained as specified in the written agreement between the city and the private property owner with regard to that artwork. Maintenance of artwork, as used in this chapter, shall include without limitation, preservation of the artwork in good condition to the satisfaction of the city, protection of the artwork against physical defacement, mutilation or alteration, and securing and maintaining fire and extended coverage insurance against vandalism and other similar acts in an amount to be determined by the city attorney. Prior to placement of an approved artwork, applicant and the owner of the site shall execute and record a covenant in a form approved by the city for maintenance of the artwork. Failure to maintain the artwork as provided herein is declared to be a public nuisance. If the artwork is not maintained in the manner prescribed, or is removed or altered without approval of the arts commission, in addition to all other remedies provided by law, the city may, upon reasonable notice, perform all necessary repairs, maintenance, secure insurance, or take such legal or other action deemed necessary to have the artwork maintained and if necessary, restored, and the costs therefor shall become a lien against the real property.

(Ord. 2005-08 § 3 (part))

2.18.140 - Application procedures for placement of artwork on private property.

Any artwork being placed on private property as part of the city's public arts program shall be a one-of-a-kind piece, or, in the case of a bronze sculpture, as part of a limited edition of said work. The city encourages applicants to submit an application prior to the development of the architect's schematic design. The requirements and procedures for the processing of a public arts program proposal application (an "arts application") shall be as follows:

- A. Upon submission of a development project application for a project subject to the requirements of this chapter, the director of planning or his representative shall provide to the project applicant a copy of this chapter, an arts application form and the name and phone number of the city's arts administrator.

- B. The project applicant shall submit to the arts administrator the completed arts application form, describing in which the project applicant intends to comply with this chapter.
- C. The arts application shall include:
 1. Preliminary sketches, photographs or other documentation of sufficient descriptive clarity to indicate the nature of the proposed artwork;
 2. An appraisal or other evidence of the value of the proposed artwork, including acquisition and installation costs;
 3. Preliminary plans containing such detailed information as may be required by the arts commission to adequately evaluate the location of the artwork in relation to the proposed development, and its compatibility with the proposed development (the artwork shall be an integral part of the landscaping and/or architecture of the building), including compatibility with the character of adjacent conforming developed parcels and existing neighborhoods if necessary to evaluate the proposal;
 4. A narrative statement to demonstrate that the artwork will be displayed in an area open and freely available to the general public, or otherwise provide public accessibility in an equivalent manner based on the characteristics of the artwork or its placement on the site; and
 5. Maintenance factors required to insure its permanence.

(Ord. 2005-08 § 3 (part))

2.18.150 - Approval procedures for placement of artwork on private property.

- A. The application for the proposed artwork and its placement will be considered at a monthly public meeting of the arts commission. The director of planning or his representative will also review the artwork and its placement and landscaping elements and may refer the application to the planning commission for approval pursuant to the zoning ordinance. Any changes, questions or recommendations shall be conveyed in writing to the applicant. The commission will determine when all issues have been addressed and accept or reject the artwork. The applicant will be notified in writing of the arts commission's decision.
- B. If the applicant proposes or the planning commission or city council recommends significant revisions to the architecture or physical design and layout of the proposed project subsequent to the receipt of the arts commission's approval, the application shall, if legally permitted, be returned to the arts commission for further review and recommendation concerning the revised proposal prior to final approval unless the council otherwise directs.
- C. A contract between the city and the applicant spelling out all requirements, including insurance and maintenance, shall be executed prior to the city's final acceptance of the applicant's art-in-lieu proposal.

(Ord. 2005-08 § 3 (part))

2.18.160 - Procedure for refund of public arts fee for artwork in lieu of fee.

If in-lieu artwork has been placed subsequent to payment of a public arts fee, the applicant shall submit to the arts administrator a written request for refund of the amount spent on the artwork placed on the applicant's property. The amount to be refunded shall not exceed the amount that would have been paid into the public arts fund should the

applicant have chosen to pay a fee instead of place artwork on the site. The request for reimbursement shall be submitted after the artwork is installed, approved by the arts commission and accepted by the city.

(Ord. 2005-08 § 3 (part))

2.18.170 - Ownership of artwork on private property.

Artwork placed on the applicant's property by the applicant in satisfaction of the applicant's program requirement shall remain the property of the applicant.

(Ord. 2005-08 § 3 (part))

2.18.180 - Application procedure for donation of artwork to the city.

The prospective donor shall submit to the arts administrator:

- A. Sketches, photographs, or other documentation of sufficient descriptive clarity to indicate the nature of the proposed artwork to be donated;
- B. Additional samples of artist's work other than the proposed donation;
- C. Background information on artist who created the proposed donation;
- D. Installation costs, if available;
- E. Maintenance factors required to ensure its permanence.

(Ord. 2005-08 § 3 (part))

2.18.190 - Review and acceptance of artwork donated to the city.

The proposed donation will be considered at a monthly public meeting of the arts commission. All details of the proposed donation, including the feasibility and expense of placing and caring for the work of art will be considered. The commission will review and discuss the donation and will direct the arts administrator as to any questions to be asked of the donor or artist. A personal appearance by artist may be requested. The commission will determine when all issues have been addressed and accept or reject the artwork.

(Ord. 2005-08 § 3 (part))

Arts Commission



The Arts, consisting of the general areas of visual, performing and literal arts are a creative means of self-expression which contribute to the health and quality of life in a community. This information represents the recognition by the City of Oroville of the need to actively participate further in the artistic and cultural development of its citizens. The role of the Arts Commission, in fulfilling this need, is to serve as an advocate for the Arts and as a community partner in the design and development of the City's cultural life and environment as well as liaison with Oroville Government in order to achieve these goals.

GOALS OBJECTIVES:

- Provide opportunities for the artistic and cultural development of citizens of Oroville.
- Facilitate the education of all citizens in the development of their creative skills and an appreciation for the arts.
- Support the development of artists and their access and exposure to the community.
- Consider integrating artists and other design professionals into the planning, design, building, and development of Oroville in order to achieve the highest standards of design for the City.
- Support diversity in the arts.
- Support a program of "Art in Public Places" as an important component in the revitalization into a thriving, pedestrian friendly downtown.
- Promote and support the development of long term fiscal strategies to assist local arts organizations in maintaining their stature and contribution to the quality of life in the community.

METHODS:

- Develop an Arts Commission made up of local individual artists, representatives of arts organizations, business', and City Council, boards, departments and staff in order to facilitate the necessary support of Oroville offerings of art events and activities, and the encouragement of community arts programs and facilities. This would not supplant the already existing or future organizations or programs, but would provide a means for the expression of arts issues and recommendations to the Parks Commission and City staff. (Note: The Oroville Arts Commission would report to the Oroville Parks Commission)
- Provide support, encouragement, and whenever possible, financial assistance to groups of individuals who will provide programs, classes, and educational experiences to the citizens of Oroville in order to expand the artistic horizons of those citizens.
- Encourage the development of cultural diversity in the arts through schools, organizations, private businesses, and various programs as well as funding when available.
- Provide an example of involvement to the public through a program of information gathering and distribution, the placement of public art in public locations, and on-going encouragement and support for the continued development of a variety of arts activities in the City.
- Support the development of an arts organizational network and information distribution system which would notify citizens of training programs and performance opportunities which are available in local public institutions, organizations or private groups.

- Support programs such as “Arts in the Schools”, “Artist in Residence” and other programs which allow children and non-artist citizens to experience various art forms.
- Cooperate with and coordinate efforts between local organizations, private and public educational institutions and private industry in providing a range of experiences and skill development essential to a well-rounded cultural environment. Provide funding and other assistance whenever possible to organizations that provide arts educational experiences to the citizens.
- Promote ethnic and culturally diverse art programs, both in education and exhibitions, to promote greater cultural and ethnic understanding and education.
- Continue to facilitate the utilization of free public exhibition spaces, encourage citizens to view or participate in the exhibitions and performances, and encourage private and public funding of same.
- Promote media exposure and public information regarding arts performances and exhibitions, through a program of the use of public access, and other television facilities, local newspaper news releases, newsletters, and publications.
- Publicly recognize artistic achievement of individual artists and efforts of groups. Recognize the information media’s contribution to the promotion of the arts. Consider an “Achievement in the Arts” Day.
- When possible, implement and fund City programs for the installation and maintenance of works of art in public places in order to enhance the cultural and aesthetic environment of Oroville.
- Develop fiscal strategies for the promotion of quality arts programs. A non-profit “friend” auxiliary organization could generate additional funds. Research into available grants, business, corporate and individual donations would be beneficial.
- Support the liaison between arts programming and tourism for the development of increased revenues affecting both local business and the arts organizations.

MEETING:

2nd Tuesday bi-monthly (Feb, Apr, Jun, Aug, Oct, Dec) at 4:00 p.m. (or on an as needed basis) – City Hall

ITEMS TO CONSIDER:

Term: Four years

No. of Appointees: 5 – Total

1. Park Commission
2. City Council Member or their designee
3. City of Oroville Residents (2 may be from the Greater Oroville area)

Qualifications:

Should be persons with acknowledged accomplishments in the arts or persons who demonstrate an interest in and commitment to cultural and arts activities.

ART COMMISSION MEMBER	CURRENT TERM EXPIRATION
Chairperson David Tamori	06/30/2023
Misty Rayome	06/30/2025
Council Member Janet Goodson	City Council Appt.
Jennifer Beers	6/30/2025
Andree Krantz	06/30/2023
Council Member Eric Smith	City Council Appt. (Alt)

VOICE FOR THE ARTS AWARD:

The Voice for the Arts Award recognizes people and organizations that positively impact the Oroville community with their passion, innovation, and commitment to the arts.

Nominations Open Now: January 21, 2021 - March 1, 2021 at 12pm

[PRESS RELEASE](#)

[CRITERIA](#)

[NOMINATION FORM](#)

Oroville, California Municipal Code

Title 17 ZONING

Chapter 17.08 GENERAL REGULATIONS

17.08.135 Art in public places/Oroville beautification.

A. **Purpose.** The purpose of this section is to expand the opportunities for citizens of the City of Oroville to experience public art and other projects resulting from the creative expression of its visual artists in public places throughout the city. A policy is hereby established to direct the inclusion of works of art in new nonresidential development projects and establishing a fund used solely for the creation, purchase, installation, security and maintenance of art in public spaces throughout the city.

B. **Applicability.** This section shall apply to the estimated construction costs (labor and materials) of all new nonresidential development projects.

C. **Public Art Contribution.** All new nonresidential development projects subject to the requirements of this section shall install public art on the project site in a public place as approved by the city council. The cost of the public art must be equal to at least one percent of the estimated construction costs. The creator of public art shall be an artist, defined as a person who has a reputation among peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment as judged by the arts commission. Public art shall be displayed in a manner that will enhance its enjoyment by the general public. The developer has the option to opt out of this requirement and instead pay the equivalent in-lieu fee which shall be a one percent fee of the estimated construction costs.

D. **Execution of Installation/Time of Payment.** If the developer chooses to pay the in-lieu fee, payment in full shall be required at the time all fees are due on any project processed through the city or upon completion of the project, whichever occurs first. The payment of all outstanding fees shall be required prior to the issuance of a Certificate of Occupancy.

For developers choosing to provide art as part of their project, the developer shall provide the city with proof of installation of the required public art on the development site prior to the issuance of a Certificate of Occupancy.

E. **Beautification Fund.** The city administrator is hereby directed to create a special interest-bearing fund entitled Art in Public Places/Oroville Beautification Fund (Beautification Fund) or other appropriate accounting mechanism. The city administrator or his/her designee shall administer the Beautification Fund.

F. Use of Funds. All amounts collected from the in-lieu fee shall be placed in said Beautification Fund and expended by the city administrator or designee solely for the costs associated with projects that result in the creation, purchase, installation, security or maintenance of art in public spaces that include, but are not limited to, paintings, mural decorations, inscriptions, stained glass, statues, reliefs or other sculptures, monuments, fountains, arches, or other structures intended for ornament or commemoration, carvings, frescoes, mosaics, or drawings. Furnishing or fixtures affixed to the building or its grounds, including architectural features of the building or landscaping that have been uniquely enhanced to be visually appealing, may qualify as art. Works of art may be temporary as well as permanent.

G. Ownership and Maintenance of Art. Title to all public art required by and installed pursuant to this section on private property shall be vested in the owner and pass to the successive owners of the development project. Each successive owner shall be responsible for the custody, protection and maintenance of such works of art. Public art installed on public property is owned by the City of Oroville and maintenance, removal or protection is the responsibility of the city.

For any works of art installed on private property, the owner(s) of the property shall be required to enter into a written agreement for the maintenance of the artwork. The agreement shall be in a form approved by the city attorney and zoning administrator and suitable for recordation with the Butte County recorder. The agreement shall be binding upon the property owner(s) and any successors in interest.

H. Review Process/Standards. The developer shall submit a narrative proposal and artistic rendering of the public art in satisfaction of the requirements imposed by this section, including any additional information, plans or maps prescribed by the director of planning and development services at the time of submission of their development application, or indicate an intention to pay the in-lieu fees. The proposal for the public art shall be considered as an element of the design review.

The approval of all public art to be created, purchased, installed, secured and maintained under this section shall require a review of the City of Oroville Arts Commission which shall make a recommendation to the city council for final approval or denial. The decision of the city council shall be final. Review of all proposed artwork shall be considered based on the following criteria:

1. Conceptual compatibility of the design with the immediate environment of the site;
2. Appropriateness of the design to the function of the site;
3. Compatibility of the design and location within a unified design character or historical character of the site;
4. Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;
5. Preservation and integration of natural features with the project;
6. Appropriateness of the materials, textures, colors, and design to the expression of the design concept; and

7. Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design, and media throughout the community that will be representative of the eclectic tastes of the community.

I. **Removal of Public Art.** If, for any reason, the current owner or successor in interest shall choose to replace any public art installed pursuant to this section, the following requirements shall be met before the art is replaced:

1. The replacement of public art must go through the review process established above, unless the replacement will be identical to the existing art work and in the same location.
2. The cost of the replacement shall be equal to, or greater than, the initial cost of the existing public art to be removed-adjusted for time.
3. The location of the replacement public art shall meet the requirement for public visibility in effect at the time of the replacement.
4. The replacement of public art shall conform, in every respect, to all standards in effect at the time of the replacement.
5. The replacement public art, location and installation shall violate no other ordinance.
6. The replacement public art shall be installed within 180 days of the removal of the existing public art piece, unless the period is extended by the director of planning and development services.
7. The owner may choose to pay an in-lieu fee equivalent to the cost of the replacement of the existing public art.

J. **Annual Report.** The city administrator or his/her designee shall annually prepare and present a report to the Oroville city council indicating the amount of revenues accumulated in the beautification fund and the expenditures made by the city in the preceding fiscal year.

K. **Authority for Additional Mitigation.** Fees collected pursuant to this section do not replace existing development fees or other charges or limit requirements or conditions to provide additional mitigation of impacts imposed upon development projects as part of the normal development review process.

L. **Waiver.** The city administrator may request that the city council exclude certain capital improvement projects from the provisions of this section by the passage of a resolution authorizing such a waiver. (Ord. 1798 §§ 1, 2)

Contact:

City Clerk: 530-538-2535

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Arts Commission

The seven-member Arts Commission was established in 1977 to advise City Council on policies which enhance the aesthetic and cultural quality of life in the City of Santa Cruz. Appointed by the City Council, commissioners are volunteers who share a strong commitment to the arts. The Arts Commission provides policy guidance to the City Arts program.

To learn more about the Arts Commission, City Arts programs and to take a virtual tour of the City's public art, go to www.SantaCruzCityArts.com

The Arts Commission meets 7-8 times a year on the second Wednesday of the month at 6:00 p.m. in City Council Chambers, 809 Center Street, Santa Cruz, CA. Summer and winter recesses occur and may vary year to year.

- [Adopted Meeting Schedule 2023](#) - Updated November 10, 2022

Membership

The Commission consists of seven members who are appointed by the City Council. Current members:

- Bridget Lyons, Vice Chairperson
- Elizabeth "Liz" Birnbaum, Chairperson
- Isabel Contreras
- Linda Cover
- Nikki Patterson
- Sean McGowen
- Valeria Miranda

Additional Information

- [Arts Commission Bylaws](#) - Updated December 14, 2021

Arts Commission Meeting & Agenda Information

Agendas are posted on the City Calendar. To view upcoming meeting information, click [Arts Commission Meetings](#).

Cancelled Meeting

August 10, 2022

Contact Information

Kathryn Mintz

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Accessibility of all online Advisory Body agenda packets, minutes and audio files is now available from any Advisory Body web page to enable easier public access to posted meeting information.

Should you have questions please contact City Clerk Administrator at (831) 420-5035.

Arts Commission

The Arts Commission is established to advise the City Council on facilities, programs and policies that enhance the artistic, aesthetic, and cultural quality of life in the City and contribute to the economic vitality of the City. The Arts Commission guides implementation of the public art program and Public Art Master Plan. (§1, Ord. 2106, eff. 1/6/12)

Term

Arts Commissioners hold appointments for a 4-year term on a staggered basis.

Meetings

The Commission meets in the Council Chamber at City Hall, 1666 N. Main Street, Walnut Creek.

[Click here for the 2021 meeting schedule. \(https://www.walnut-creek.org/home/showpublisheddocument/26271/637551123150870000\)](https://www.walnut-creek.org/home/showpublisheddocument/26271/637551123150870000)

[Meeting Agendas / Minutes / Audio Archives \(https://www.walnut-creek.org/government/public-meeting-agendas-and-videos\)](https://www.walnut-creek.org/government/public-meeting-agendas-and-videos) (<https://www.walnut-creek.org/government/public-meeting-agendas-and-videos>)

View the [Public Art Master Plan \(https://www.walnut-creek.org/home/showpublisheddocument/11536/636136819628970000\)](https://www.walnut-creek.org/home/showpublisheddocument/11536/636136819628970000) approved by the Arts Commission and City Council.

View the [Public Art Ordinances \(https://www.walnut-creek.org/home/showpublisheddocument/11538/636136854071730000\)](https://www.walnut-creek.org/home/showpublisheddocument/11538/636136854071730000) here.

[Read the full Arts and Economic Prosperity Report 5 by Americans for the Arts here. \(https://www.walnut-creek.org/home/showpublisheddocument/14233/636356468346370000\)](https://www.walnut-creek.org/home/showpublisheddocument/14233/636356468346370000)

Members

Ann Merideth - **Chair**
(2nd term, 2020-2024)



Jane Emanuel-**Vice Chair**
(3rd term, 2020-2024)



Iasmine Klauber
(2nd term, 2020-2024)



Sarah Baltazar
(1st Term, 2022-2026)



Jill Dresser
(1st Term, 2022-2026)



Note: Year in parentheses denotes dates of term.

Commission Duties

The Arts Commission shall have the following duties:

(a) To review and recommend to the City Council proposed changes to arts program fee ranges in the City's fees and charges schedule.

(b) To prepare, adopt, and recommend to the City Council standards and policies for art facilities, art programs, and other related matters.

(c) To provide oversight for the City's public art program pursuant to the Public Art Ordinance and the Public Art Master Plan, including:

1. To approve the artist and art for all public art projects pursuant to Section 10-10.102(E).
2. To establish a selection panel to recommend to the Arts Commission for approval the artists, art, and sites for municipal public art projects pursuant to the Public Art Master Plan.
3. To identify and recommend public art projects to be funded by the In-Lieu Public Art Fund pursuant to Section 10-10.103.
4. To periodically review and recommend to the City Council updates to the City's Public Art Master Plan.

(d) To develop a strategic vision for culture and the arts in Walnut Creek.

(e) To advise staff on performing and visual arts and arts education trends.

(f) To perform such other duties as may be required by the City Council or the municipal code.

Staff contact: Kevin Safine, Arts and Recreation Director, (925) 943-5848

HOW DO I...

ARTS COMMISSION

In March 16, 2021, City Council approved the creation of the Arts & Culture Master Plan. In this Master Plan, one of the subsection goals was to establish a City Arts Commission. On September 20, 2022, an Arts Commission was been established. The Arts Commission consists of seven (7) members appointed by City Council. Selection for the Arts Commission will be at large, with a minimum of four Costa Mesa residents, and/or up to three non-residents. Interested candidates will be required to complete an Arts related questionnaire highlighting their individual interests and/or accomplishments related to the Arts.

Roles and Responsibilities

The general objectives of the Arts Commission shall be to ensure that the City of Costa Mesa is a place where creativity can flourish; a place where imagination, inspiration and innovation are held in high regard; a place where Arts Education is essential to all; and a place where Arts and Culture can promote civic pride and enrich the daily lives of the Costa Mesa community.

To achieve the general objectives of the Arts Commission, its powers and duties shall be as follows:

1. Act in an advisory capacity to the City Council in establishing policy on matters related to the City's Arts and Culture Master Plan.
2. Advise the City Council in the maximizing and leveraging efficient use of arts and cultural resources in the community.
3. Engage the participation of the community for arts events and programs.
4. Provide community support for advancing policy initiatives and programs.
5. To review and make recommendations to the Council or City Manager for the allocation of City funds for arts and culture in the City.
6. To review and make recommendations to the Council or City Manager concerning the acquisition, removal, relocation, maintenance, or alteration of existing works of art or items of cultural significance in the possession of the City.
7. Upon request, to advise the Council and other City boards or Commissions regarding any matter affecting the beauty and culture of the City.
8. Other duties as requested by Council or City Manager.

Meetings

Regular meetings are held on the first Thursday of each month beginning at 6:00pm and agenda posted at least seventy-two (72) hours prior to the meeting date. A quorum shall consist of at least four (4) members.



FOSTERING MUSIC AND THE ARTS FOR OVER 30 YEARS

About the Ripon Arts League

OUR MISSION

“The Ripon Arts League’s philosophy is to encourage the formation of art programs and coordinate activities that promote a positive community attitude conducive to the development of the fine arts.”



THURSDAY EVENING

Julie Lewis and Men of Note

Nov 10, 2022, 7:30 PM

Details





TUESDAY EVENING

Jâca

Feb 07, 7:30 PM

[Details](#)

TUESDAY EVENING

a • the Songbook
 her Life featuring
 Amanda King

Mar 07, 7:30 PM

[Details](#)



TUESDAY EVENING

Folk Legacy Tr

Apr 04, 7:30 PM

CONTACT US

Membership Information:
P.O. Box 134
Ripon, CA 95366
(209) 838-2841

Program Information:
(209) 599-7876

Board of Directors and General Information:
Kit Oase, President
(209) 599-3408

PLEASE NOTE

Membership is required for this series. Individual concert tickets are not for sale.

[Become a Member](#)

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About the Ripon Arts League

“The Ripon Arts League’s philosophy is to encourage the formation of art programs and to coordinate activities that promote a community attitude conducive to the development of the fine arts.”

The Ripon Arts League is now entering its 30th year as a sponsor of quality musical entertainment for the Ripon community and beyond. The RAL was founded in 1993 by a group of community members who wanted to bring a variety of musical performers to Ripon and by so doing promote the arts. The first concert was free to the public and underwritten by local restaurateur John Mangelos and the Townsend Opera Players of Modesto. The first night, 120 people became members of the RAL. Two other concerts were also presented that year.

The RAL was initially co-sponsored by the Ripon Unified School District and the Ripon Chamber of Commerce. They provided a venue for the performances, a telephone number and assisted in producing the programs for the concerts. The RAL became a separate entity in 1994 and is now recognized as a 501 c (3) nonprofit organization by the IRS, Fed Tax ID #20-0383560.

[Become a Member](#)

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Town of Paradise
Council Agenda Summary
Date: May 9, 2023

Agenda Item: 6(d)

ORIGINATED BY: Marc Mattox, Interim Town Manager
REVIEWED BY: Scott E. Huber, Town Attorney
SUBJECT: Town Council Testimony to Subcommittee on Wildfires
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Consider discussion regarding approval of a proposed trip to be taken by Mayor Bolin to Washington DC, at the request of the Committee on Natural Resources, to testify in front of the House Natural Resources Committee on Wildfires and assign a budget adjustment, to fund the trip from the Town Council budget. (ROLL CALL VOTE)

Background:

On November 8, 2018 Town of Paradise experienced the most destructive fire in California's history, the Camp Fire killed 85 people, many who lived in Paradise and damaged or destroyed 14,888 structures (10,764 single family residential) within Paradise. The Camp Fire, caused widespread and unprecedented damage to the Town of Paradise and surrounding areas.

Analysis:

The Subcommittee on Federal Lands will be holding an Oversight hearing titled "Examining the Challenges Facing Forest Management, Wildfire Suppression, and Wildland Firefighters ahead of the 2023 Wildfire Year." The Committee reached out to Mayor Bolin to see if he would be interested in participating in the hearing as a witness.

Mayor Bolin's attendance at the hearing would provide an opportunity to share his perspective as a resident and Council member on what needs to be done to better prepare communities and potentially prevent future wildfires.

Financial Impact:

The financial impact would be approximately \$2,500, but potentially much less due to the short time the Mayor would be in Washington DC to testify.