



Town of Paradise

Town Council Adjourned Agenda

6:00 PM – November 12, 2025

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

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

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

Meeting Procedures

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

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

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
- 1e. Representatives from Voices United and the Butte County Office of Education will accept a proclamation recognizing November as Homeless Youth Awareness Month.
- 1f. p5 Camp Fire Recovery Updates - Written reports are included in the agenda packet.

Colette Curtis, Recovery and Economic Development Director - recovery projects, advocacy, economic recovery and development, communications, emergency operations and Housing updates.

Marc Mattox, Public Works Director/Town Engineer -infrastructure and sewer updates.
- 1g. p14 Paradise Sewer Project update by Town Engineer Marc Mattox.
- 1h. Presentation by Gold Nugget Museum regarding the second year of the TOT Reinvestment Program. Each organization will present an expenditure overview summarizing how their allocation was spent over the last year, explaining the impact on tourism, and outlining their plans for next year's funding allocation. **(Introduction by Colette Curtis/Recovery & Economic Development Director)**

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. p16 Approve minutes of the October 14, 2025 Special and Regular Town Council meetings. **(Melanie Elvis/Town Clerk)**
- 2b. p24 Approve October 2025 Cash Disbursements in the amount of \$18,099,084.87. **(Aimee Beleu/Finance Director)**
- 2c. p36 1. Waive the second reading of Town Ordinance No. 650 and read by title only and, 2. Adopt Town Ordinance No. 650 "An Ordinance Rezoning Certain Real Property From "TR 1/2" (Town Residential 1/2-acre minimum) to a "M-F" (Multiple Family Residential) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (Mahoney Capital LP: PL25-00056)". **(Susan Hartman/Community Development Director)**
- 2d. p40 Adopt Resolution No. 2025-_____ "A Resolution of the Town Council of the Town of Paradise Accepting the 2024 Homeownership Super NOFA (HOSN), CALHOME, Round 2 First Time Homebuyer Mortgage Assistance and Owner-Occupied Rehabilitation Programs." **(Colette Curtis/Recovery & Economic Development Director)**

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

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

5. PUBLIC HEARINGS – None

6. COUNCIL CONSIDERATION

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

- 6a. p45 1. Consider modifying the Town of Paradise Public Works Department Position Control to remove (1) Sr. Maintenance Worker and add (1) Maintenance Worker I/II; and, 2. Approve the reclassification of the Public Works Administrative Assistant to Program Analyst and the correlating budget adjustment; and, 3. Adopt Resolution No. 2025-____ "A Resolution of the Town Council of the Town of Paradise Approving Job Classification Descriptions"; and, 4. Adopt Resolution No. ____ "A Resolution of the Town Council of the Town of Paradise, California, Amending the Salary Pay Plan to Include Program Analyst for the Fiscal Year 2025-2026." (ROLL CALL VOTE) (**Marc Mattox/Public Works Director**)
- 6b. p54 Review and approve the release of a Request for Proposals relating to the Facilities Master Plan and Corporation Yard / Fire Station 82 Planning-Design Services. (ROLL CALL VOTE) (**Marc Mattox/Public Works Director**)
- 6c. p73 1. Consider concurring with staff's recommendation of Carollo Engineers, to perform professional civil engineering and design services to complete design of a new Wastewater Treatment Facility to be the Local Treatment Option for The Paradise Sewer Project; and, 2. Direct staff to enter negotiations with Carollo Engineers to reach and execute a funding-compliant agreement approved and executed by the Town Manager and Town Attorney; and, 3. Adopt Resolution 2025-____ "A Resolution of the Town Council of the Town of Paradise, Designating Authority to the Paradise Town Manager To Execute The Agreement for Professional Services and Individual Task Orders Under the Resultant Master Agreement for RFQ 2025-003 Design Services for Paradise Sewer Project: Wastewater Treatment Facility, up to the Maximum Contract Aggregate Amount of \$4.5M to Expedite and Facilitate Design of a Local Treatment Option for the Paradise Sewer Project". (ROLL CALL VOTE) (**Marc Mattox/Public Works Director**)
- 6d. p108 1. After presentation, review and file the financial information provided by staff concerning the FY 2025-26 operating and capital budgets; and 2. Adopt Resolution No. 2025-____ "A Resolution of the Town Council of the Town of Paradise Adopting Budget Amendments to the 2025/2026 Fiscal Year Budget; and, 3. Adopt Resolution No. 2025-____ "A Resolution of the Town Council of the Town of Paradise Amending the Salary Pay Plan for the Town of Paradise Employees for the Fiscal Year 2025-2026." (ROLL CALL VOTE) (**Aimee Beleu/Finance Director**)

- 6e. p122 1. Waive the first reading of the entire Town Ordinance No. ____ and read by title only; and, 2. Introduce Town of Paradise Ordinance No. ____, “An Ordinance of the Town Council of the Town Of Paradise Amending Portions of Chapter 2.45 of the Paradise Municipal Code Relating to the Town’s Purchasing System”; or, 3. Adopt an alternative directive to town staff. (ROLL CALL VOTE) (**Aimee Beleu/Finance Director**)
- 6f. p125 1. Concur with staff recommendation to award a contract for the Long-Term Community Recovery Plan update to Urban Design Associates (UDA), and; 2. Authorize the Interim Town Manager to enter into an agreement with Urban Design Associates (UDA) for the Long-Term Community Recovery Plan Update for an amount not to exceed \$400,000.00. (ROLL CALL VOTE) (**Colette Curtis/Recovery & Economic Development Director**)
- 6g. p127 1. Consider waiving the entire first reading of Town Ordinance No. ____ and read by title only; and, 2. Introduce Town Ordinance No. ____ “An Ordinance of the Town Council of the Town of Paradise Repealing Paradise Municipal Code Chapters 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.13 and Adopting New Chapters 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.13, 15.14, 15.15 and 15.16 and Making Findings of Fact Relating to Local Climatic, Geological, and Topographic Conditions, All Relating to the Amendments and Adoption of the 2025 California Building Standards Code”, including, the 2025 California Wildland-Urban Interface Code (Title 24, Part 7); or, 3. Provide an alternative direction to the Town staff. (ROLL CALL VOTE) (**Tony Lindsey/Community Development Director**)

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items
- 7a1. p161 Discuss sending a letter of support for the victims of the Camp Fire to the United States Bankruptcy Court and PG&E. (CROWDER)
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

8. STAFF COMMUNICATION

- 8a. Town Manager Report

9. CLOSED SESSION - None

10. ADJOURNMENT

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

TOWN/ASSISTANT TOWN CLERK SIGNATURE	



Town of Paradise
Council Agenda Summary
Date: November 12, 2025

Agenda Item: 1(f)

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

COUNCIL ACTION REQUESTED:

1. None

Background:

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

Analysis:

ECONOMIC DEVELOPMENT

CDBG-DR Economic Development

- The Town of Paradise submitted an application for a Workforce Training Center, located on the Paradise High School campus.
- The project is a partnership between the Town of Paradise, Butte College, PUSD, Valley Contractors Workforce Foundation, and Alliance for Workforce Development.
- Town Staff are currently working with HCD to amend the scope of the project between partners.

Healthcare

- The Town of Paradise and Adventist Health Feather River Foundation are working together to create a Strategic Healthcare Recovery Plan to assess current inventory, existing gaps, projections, and a strategic plan for filling the gaps.
- **The draft plan was presented to council at the October meeting.**
- **Based on Council feedback, staff will work with the consultants to gather more public input and bring another draft back at a future meeting.**

Utility Box Mural Program

- 6 Utility boxes were wrapped with local artwork on Thursday July 31st. The locations are:
 - Skyway/Neal (artist Libby Sofer)
 - Oliver (artist Emily Wycoff)

- Pearson (artist Jenn Ponci)
- Elliot (artist Patti Lloyd)
- Maxwell (artist Shelley Miller)
- Black Olive (artist Steve Ferchaud)
- Another call to artists was issued in October, with installation expected in Spring 2025.

Downtown Strategy Phase 3

- Council approved moving forward on Phase 3 of the downtown strategy at the March 2025 meeting.
- The working group has met several times, and has also visited several example sites such as Meriam Park, Mitote Food Park, The Barlow, and Oxbow Market.
- More example site visits are planned over the next month both in person and virtually.
- A roundtable discussion with developers was held this month.

RECOVERY

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

- Long Term Community Recovery Plan Update
 - An RFP was issued last month.
 - Staff has selected a consultant and Council will be asked to approve the contract on tonight's agenda.
- In Home Siren Units
 - The Standard Agreement for funding for additional in-home siren units has been received, this will extend the number of units made available to residents with another 2,800 units available.
 - Residents have begun registering for the units, which will be shipped directly to them.
 - Town staff is advertising more widely now that additional units have been secured.
- Public Services
 - The Standard Agreement for funding for a public services grant has been received. This will allow the Town to grant funding to local groups for hazard mitigation work within the community.

Office of Land Use and Climate Innovation Grant

- Town was awarded \$739,680 through the Extreme Heat and Community Resilience Program
- Funding will be used to create a Climate Resilience Plan which will identify prospective resiliency projects such as
 - Community Evacuation/Cooling/Heating Centers
 - Shade Tree Planting
 - Fuels Reduction Projects
 - Green space projects
- The Town is partnered with RCAC to do public outreach and complete the plan by December 2025
- Identified projects may be eligible for future implementation funds through the same grant source.
- The partnership agreement has been signed with partners RCAC, Paradise Recreation and Park District, and Campfire Collaborative.
- A Core Project team has been formed which includes the partners listed above in addition to Fire Safe Council, Cal Fire, Chico State, and local tribes.
- A Public Input process will begin in February 2026

Overall Hazard Mitigation Project Update

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

Category 4 Tree Removal Program

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

Emergency Warning System

- All 21 Towers are standing and operational.
- 21 of the 21 Towers are now fully complete.
- All active construction is complete.
- Pre-registration for in-home safe units is no longer required. Units are available and being shipped directly from our contractor on a first come first serve basis. Units are available here: <https://hgesystems.com/safe-paradise/>
- Additional funding has been secured if we need more than 900 units.

Residential Ignition Resistant Retrofit Program

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

Hazardous Fuels Reduction Program

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

Defensible Space Code Enforcement

- The Defensible Space Code Enforcement project was fully approved and obligated in November 2023 by FEMA and CalOES.
- Town Council approved implementation plan in January 2024.
- Grant funded staff have been hired and are in place and working in the community.
- In May a Notice of Intent was submitted to Cal OES to request an additional 3 years of funding for this program.
- In August additional grant funds are being investigated to assist property owners with yearly defensible space compliance costs. If approved, grant sources would be targeted to low-moderate income elderly and disabled property owners.

EMERGENCY MANAGEMENT

- Implementation for VEOCI, our online EOC software, is ongoing.

Financial Impact:

None.



Town of Paradise
Council Agenda Summary
Date: November 12, 2025

Agenda Item: 1(f)

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

COUNCIL ACTION REQUESTED:

1. None

Background:

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

Analysis:

We have 41.01% of our pre-disaster housing stock to-date (1,720 surviving units + 3,649 new CofOs [an increase of 27 since last month] to-date = 5,369 habitable dwellings / 13,091 housing units before the Camp Fire). Our total number of habitable dwellings does not include the number of mobile homes replaced in mobile home parks because those permits are issued by HCD instead of the Building Dept., but mobile homes in parks are included in the total number of pre-fire housing units. An estimate from tax data shows 144 mobile homes in parks, or 5,513 housing units in Paradise.

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

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

- 69 homes completed
- 5 homes in construction
- 3 applications in process

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

Helping to make homeownership more affordable. These are also CalHome-Disaster Assistance funds that have an end of 2025 expenditure deadline. The program will continue after the end of the year using other funding sources, but will be limited to assisting households under 80% AMI.

- 87 households assisted
- 13 applications in process

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

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

- **CHIP project-** scattered site (4 units)
 - leased up in Spring of 2024
- **Eaglepointe-** 5975 Maxwell Dr (43 units)
 - Leased up in Spring of 2025
- **Mayer Commons-** 1561 Kay Ct (12 units)
 - Construction completed. Units are being actively leased. For leasing information contact RSC Associates Property Management Inc.
- **Northwind Senior-** 6983 Pentz Rd (21 units)
 - Construction completed and units are leased up as of last month.
- **Cypress Family-** 1633 Cypress Ln (70 units)
 - Several buildings on the north side have received a Certificate of Occupancy. Construction is nearing completion on the south side of the project. For leasing information contact CHIP.
- **Clark Rd-** 6480 Clark Rd (72 units)
 - Loan closing was extended to March of 2026. Construction to begin afterwards.
- **Cypress Senior (phase II)-** 1633 Cypress Ln (70 units)
 - Loan closing date is scheduled for Mid-November, construction to begin afterwards.

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

CDBG entitlement grants are on a 5-year plan cycle called the Consolidated Plan, and this year is the 5th year in the current plan. The final draft was submitted to HUD in July and is currently under review. The Town received an “untimely” designation due to an accumulation of funds greater than 1.5x the current year grant allocation. A substantial amendment proposes to reallocate \$70,000 to an energy efficiency improvement program to spend this fiscal year. The substantial amendment is open for public comments at this time. Small business assistance is also being considered but HUD is not available to answer questions about a business assistance program due to the federal government shutdown.

HOME Infill New Construction (\$700,000)

Create affordable housing for first-time homebuyers. The grant award letter was finally received from HCD in April of 2025. Program guidelines are complete and were adopted by Council at last month’s meeting. Staff is continuing to work-out funding logistics with HCD. An application to use HOME PI funds was submitted HCD.

Permanent Local Housing Allocation (PLHA) (\$399,166)

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

- A predevelopment loan of \$400,000 has been made for the Cape Cod multi-family project (\$200,000 of PLHA funds) Cape Cod was awarded tax credits earlier this year – the last piece of funding needed to start construction.
- \$75,000 of PLHA funds was loaned to build a small, single-family home, which was finished and sold to a low-income Camp Fire survivor. Housing staff is working with North Valley Housing Trust on another similar project.

Financial Impact:

None.



TOWN OF PARADISE
Council Agenda Summary
Date: November 12, 2025

Agenda No. 1(f)

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

REVIEWED BY: Mike O'Brien, Interim Town Manager

SUBJECT: Camp Fire Recovery Updates - Infrastructure

COUNCIL ACTION REQUESTED:

1. None, written monthly update only.

Background:

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

Analysis:

Road Rehabilitation

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

As of September 2025, the following paving progress can be reported:

<u>Status</u>	<u>Miles</u>
<u>Completed</u>	<u>46.56</u>
<u>Awarded/In-Progress</u>	<u>27.86</u>
<u>Planned 2026</u>	<u>15.30</u>
<u>Planned Future</u>	<u>6.48</u>
<u>Total</u>	<u>96.19</u>

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

- Clark Road (Pearson to Wagstaff) – Knife River Construction
 - o Final paving has been completed with punch list and quality control items of work remaining. Striping is scheduled for early November. Full project completion is expected by the end of the year.
- On-System Road Rehabilitation – All American Asphalt
 - o Contract work is progressing well with primary work remaining for the season being adjustments of utilities and striping. Due to weather and business

interruptions avoidance, staff is recommending certain corridors be removed from the project and be readvertised for delivery in early spring.

- Off-System Road Rehabilitation – DeSilva Gates Construction

- Punchlist items of work are underway with final completion expected in November.

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

Capital Project Updates

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

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

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

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

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

9437	Evacuation Route CMS	Environmental	2028
9438	Private Road Identification Safety Project	Environmental	2028
9439	Storm Drain Resiliency Project Phase 1	Environmental	2028

Funding Pursuits

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

Program	Project Title	Amount Requested	Anticipated Award Notification	Notes
US Army Corps of Engineers	Paradise Sewer Project	\$2,000,000 of \$50,000,000 authorization	TBD	<u><i>Town has started early coordination for 2027 potential appropriations</i></u>
State Water Board Septic to Sewer CWSRF	Paradise Sewer Project	\$27,000,000	TBD	Work to revise the project application package is resuming with new project direction selected.



**TOWN OF PARADISE
Council Agenda Summary
Date: November 12, 2025**

Agenda No. 1(g)

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

REVIEWED BY: Mike O'Brien, Interim Town Manager

SUBJECT: Paradise Sewer Project Update

COUNCIL ACTION REQUESTED:

1. None, written monthly update only.

Background:

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

Analysis:

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

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

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

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

Main Accomplishments

- Received four consultant responses to RFQ for procurement of wastewater treatment facility (WWTF) design services.
- Terminated collection system progressive design-build contract per direction from Town Council.
- Begin transition of collection system from progressive design-build to design-bid-build project delivery method.

- Initiate right-of-entry agreements for environmental surveys at potential WWTF sites.

Key Activities (One Month Look-Ahead)

- Evaluate and score consultant responses to RFQ for WWTF design services.
- Recommend top ranked consultant to Town Council for approval to award contract.
- Begin contract negotiations with top ranked consultant for WWTF design services.
- Reassign and assume design consultant subcontract from terminated design-build contract to perform collection system design.
- Perform environmental surveys at potential WWTF sites.
- Ongoing preparation of Administrative Draft SEIR.



**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 4:45 PM – October 14, 2025**

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Crowder at 4:45 p.m. in the Council Chambers located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Interim Town Manager Michael O’Brien, Town Attorney Scott E. Huber, Town Clerk/Elections Official Melanie Elvis, Human Resources and Risk Management Director Crystal Peters, Police Chief Eric Reinbold, and Information Systems Technician Travis Thompson.

At 4:46 p.m. Mayor Crowder announced that the Town Council would adjourn to Closed Session for the following items:

2. CLOSED SESSION

- 2a. REAL PROPERTY. Pursuant to Gov. Code section 54956.8 the Council will meet with Real Property Negotiators, Town Manager and Town Attorney, regarding the following properties: APN Unavailable. Negotiator for potential properties: Unknown.
- 2b. ANTICIPATED LITIGATION. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the Town Manager and the Town Attorney regarding anticipated litigation – one case.

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

3. ADJOURNMENT

Mayor Crowder adjourned the Council meeting at 6:00 p.m.

Date approved:

By:

Attest:

Steve Crowder, Mayor

Melanie Elvis, Town Clerk



TOWN COUNCIL Meeting Minutes

6:00 PM – October 14, 2025

1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Crowder at 6:05 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 Bolin.

- 1a. Community Development Director Susan Hartman and Northern Recycling and Waste Services General Manager Doug Speicher presented on state-mandated organics collection. (940-10-029)
- 1b. 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, emergency operations and Housing updates.

Marc Mattox, Public Works Director/Town Engineer -infrastructure and sewer updates.
- 1c. Town Engineer Marc Mattox provided an update on the Paradise Sewer Project. (960-70-009)

2. CONSENT CALENDAR

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

- 2a. Approved minutes of the September 9, 2025 Special and Regular Town Council meetings.
- 2b. Approved September 2025 Cash Disbursements in the amount of \$5,072,626.32. (310-10-035)
- 2c. 1. Waived second reading of the entire Town Ordinance No. 649 and approve reading by title only; and, 2. Adopted Town Ordinance No. 649, "An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 of the Paradise Municipal Code Relative to Temporary Storage Yards for Work in Public and Private Rights-of-Way". This ordinance shall take effect thirty (30) days after the date of its publication. (540-16-218)

- 2d. Accepted the Selective Traffic Enforcement Program (STEP) grant award for \$45,000 from the California Office of Traffic Safety. (480-20-013)
- 2e. Concurred with staff recommendation to file a CEQA Notice of Exemption for the Pentz Road Widening Project. (950-40-043)
- 2f. 1. Approved the revised Program Supplement Agreement No. F020 Rev. 2 to the Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15 for the Go Paradise: Neal Gateway Project - CML 5425(043); and, 2. Adopted Resolution 2025-68 "A Resolution of the Town Council of the Town of Paradise authorizing the Town Manager of the Town of Paradise or their designee to sign the revised Program Supplement Agreement No. F020 Rev. 2 to the Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15 for the Go Paradise: Neal Gateway Project - CML 5425(043)." (510-20-379) (950-40-044)
- 2g. Adopted Resolution No. 2025-69 "A Resolution of the Town Council of the Town of Paradise to submit a main and sub HOME Investment Partnerships Program Income only applications to the California State Department of Housing and Community Development in order to commit HOME Program Income funds to eligible HOME program activities, and if approved, to execute a standard agreement, any amendments thereto and of any related documents necessary to participate in the home program." (710-10-108)
- 2h. 1. Concurred with staff's recommendation to extend the HQE Systems contract for construction of the town Emergency Warning Sirens to January 15, 2026; and, 2. Approved the sixth amendment to the Agreement between Town of Paradise and HQE Systems; and, 3. Authorized the Town Manager to execute the contract extension. (510-20-349) (420-30-009)

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION

- 1. Tommy Slattery spoke on challenges with the new permitting software, GovWell, praised staff members Anne Verra and Amber DePaola and shared positive experiences with the Town's building inspectors.
- 2. Ken Klassen asked for the town to send a letter of support to the Fire Victim's Trust on behalf of its recipients.
- 3. Melissa Schuster provided an update on the construction of Hope Plaza.
- 4. Jon Remalia spoke on bad builds due to settling and bad dirt; the need for engineers to certify sites and shared his support for the building division staff.
- 5. Serra Blaine asked for follow-up on a comment made at a previous meeting regarding the building division.

6. Brenda Narayan shared an update on PG&E's undergrounding efforts.
7. Amanda Clark shared her support for a policy requiring contractors to be licensed when performing weed abatement for the Town.

5. PUBLIC HEARINGS

- 5a. Recovery and Economic Development Director Colette Curtis presented the Consolidated Annual Performance and Evaluation Report (CAPER) for public comment.

Mayor Crowder opened the public hearing at 6:54 p.m.

1. Jared Kramer asked if some of the funds could be reallocated to support a small business retention grant.

Mayor Crowder closed the public hearing at 6:59 p.m.

MOTION by Bolin, seconded by Culleton 1. Conducted a public hearing to receive comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program. 2. Authorized the Town Manager to submit the CAPER to the Department of Housing and Urban Development with the public comments received. Roll call vote was unanimous. (710-10-105)

- 5b. Recovery and Economic Development Director Colette Curtis presented proposed a Substantial Amendment to the 2020, 2022, and 2023 Community Development Block Grant (CDBG) Annual Plans.

Mayor Crowder opened the public hearing at 7:02 p.m.

1. Christine Poje asked if this was the best staff could come up with.

Mayor Crowder closed the public hearing at 7:04 p.m.

MOTION by Culleton, seconded by Bolin 1. Conducted a public hearing to solicit comments regarding a proposed Substantial Amendment to the 2020, 2022, and 2023 Community Development Block Grant (CDBG) Annual Plans; and 2. Adopted the Substantial Amendment to the 2020, 2022, and 2023 Annual Plans; and 3. Authorized staff to submit the Substantial Amendment to the 2020, 2022, and 2023 Annual Plans to the U.S. Department of Housing and Urban Development, including any comments received during the 30-day public comment period. Roll call vote was unanimous. (710-10-097)

- 5c. Community Development Director Susan Hartman introduced a proposed ordinance related to an amendment to the Land Use Map of the 1994 Paradise General Plan.

Mayor Crowder opened the public hearing at 7:10 p.m.

1. There were no public comments.

Mayor Crowder closed the public hearing at 7:10 p.m.

MOTION by Culleton, seconded by Lassonde 1. Conducted duly noticed public hearing; and, Concur with the project “CEQA determination” finding embodied within Planning Commission Resolution No. 2025-07; and, 2. Concurred with the project recommended General Plan Land Use Map amendment and rezone action adopted by the Planning Commission on September 16, 2025, and embodied within Planning Commission Resolution No. 2025-07; and, 3. Adopted Town of Paradise Resolution No. 2025-70, “A Resolution of the Town Council of the Town of Paradise Amending the Land Use Map of the 1994 Paradise General Plan (Mahoney Capital LP: PL25-00056)” 4. Waived the first reading of the entire Town Ordinance No. 650 and read by title only; and, 5. Introduced Town of Paradise Ordinance No. 650 “An Ordinance Rezoning Certain Real Property From “TR-1/2” (Town Residential 1/2-acre minimum) to the “M-F” (Multiple-Family Residential) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (Mahoney Capital LP: PL25-00056)”. Roll call vote was unanimous. (750-85-008) (540-16-219)

6. COUNCIL CONSIDERATION

- 6a. Town Clerk Melanie Elvis provided an overview of the Measure V Oversight Committee vacancy and the steps necessary to appoint a new member.

MOTION by Bolin, seconded by Lange 1. Approved the Notice of Vacancy created by a Committee Member’s resignation; and, 2. Approved the Measure V application and authorized staff to advertise the Measure V Committee vacancy; and, 3. Designated Council Members Culleton and Lassonde to serve on an interview panel for the Measure V interview process; and, 4. Scheduled appointment to the vacancy for the December 9, 2025 Regular Town Council meeting with appointment to become effective immediately. Roll call vote was unanimous. (395-70-019)

- 6b. Rebuild Paradise Foundation Executive Director Jen Goodlin presented an overview of the insurance advocacy work the foundation has done in the last 7 years and stated that the Foundation would not be requesting the funds proposed in the Memorandum of Understanding. Recovery and Economic Development Director Colette Curtis presented recommended parameters for an insurance advocacy committee.

1. Joseph Cordoza spoke in favor of Rebuild Paradise Foundation and their work within the town.
2. Serra Blaine promoted an application process for this kind of proposed MOU and supports an insurance advocacy committee.
3. Christine Poje praised the Rebuild Paradise Foundation but said this item caught some off-guard.
4. Dawn Foster supports the idea of an insurance advocacy committee but warns that rates will still increase.

MOTION by Culleton, seconded by Lassonde 1. Provided direction to staff to create an ad hoc Insurance Committee to further Insurance Advocacy for the Town with the following stakeholders: two appointed Councilmembers, a representative from Rebuild Paradise Foundation, a representative from Chamber of Commerce, a local insurance industry (broker or agent), a local realtor, 2 (two) local residents, 2 (two) local business owners, the Town Manager or his or her designee, and the Town Recovery and Economic Development Director. Roll call vote was unanimous. (120-10-10)

Mayor Crowder recessed the meeting for a five-minute break at 7:57 p.m.

Mayor Crowder reconvened the meeting at 8:02 p.m.

- 6c. Recovery and Economic Development Director Colette Curtis introduced Bill Bullard and Dr. David Ghilarducci from the Abaris Group, who presented the Strategic Healthcare Recovery Plan.

1. Jon Remalia shared concern over the lack of ambulances at night on the ridge; shared that Glenn County's hospital closing prompted free EMT training to anyone who was qualified; and suggested medics be put on fire engines.
2. Don asked why EMS doesn't have mutual aid.
3. Jared Kramer believes ambulances are spread too thin with no coverage when enroute with patients to Enloe.
4. Autumn Field asked if Measure V funds could be used to help fund the health care needs in Paradise.
5. Melissa Crick suggested tabling the item.

MOTION by Bolin, seconded by Culleton concurred tabling the item until the consultants could return with an updated draft and corrected data. Roll call vote was unanimous. (460-10-002)

- 6d. Town Engineer Marc Mattox presented proposed security upgrades to Town Hall and establishing a long-range facilities fund and creating a Facilities Master Plan.

MOTION by Culleton, seconded by Lassonde 1. Received and filed the progress report of the Ad Hoc Facilities Committee. 2. Authorized \$50,000 for immediate security upgrades at Town Hall (controlled access, counter glass, and Clerk's Office escape route). 3. Provided direction that the Corporation Yard and Fire Station 82 projects should proceed sequentially with the Facilities Master Plan or in parallel; and, 4. Established a Long-Range Facilities Fund in the amount of \$9,339,742 (inclusive of \$2,774,292 previously received and \$6,565,450 received in 2024/2025). Roll call vote was unanimous. (280-05-006)

- 6e. Town Attorney Scott E. Huber presented the proposed amendment to the Town's purchasing policy.

MOTION by Bolin, seconded by Crowder 1. Adopted Resolution No. 2025-71 “A Resolution of the Town Council of the Town of Paradise Adopting a Town Purchasing Policy”; and, 2. Directed staff to return with an amendment to Paradise Municipal Code Chapter 2.45 to ensure consistency with the Purchasing Policy. Roll call vote was unanimous. (110-10-032) (380-05-010)

- 6f. Town Attorney Scott E. Huber provided an overview of the agreement with Michael O’Brien for Interim Town Manager Services.

MOTION by Crowder, seconded by Culleton ratified the Agreement with Michael O’Brien for Interim Town Manager Services. Roll call vote was unanimous. (510-20-488)

- 6g. Town Attorney Scott E. Huber provided an overview of the adjustment to compensation for Eric Reinbold for Acting Town Manager services.

MOTION by Culleton, seconded by Crowder ratified the Adjustment to Compensation for Eric Reinbold for Acting Town Manager services. Roll call vote was unanimous. (510-20-489)

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items:

7a1. Council discussed the use of unlicensed contractors for weed abatement in the Town of Paradise and the previous year’s weed abatement program’s procedure on assigning contractors by quadrant. Council provided direction to staff to bring back a revised process to the weed abatement program.

1. Jon Remalia spoke on a job he was asked to bid in another contractor’s quadrant during the program last year.
2. Amanda Clark shared that licensed contractors are required to hold a bond and creating quadrants doesn’t protect public funds.

- 7b. Council reports on committee representation:

Council Member Bolin attended the monthly LAFCo meeting, TOP/PID Liaison Committee meeting and the Solid Waste Committee meeting.

Council Member Lange attended multiple Sewer Ad Hoc Committee meetings, and a Downtown Working Group meeting.

Council Member Lassonde attended a ribbon cutting for a local business; the monthly BCAG and BCAQM meetings; attended the Downtown Working Group meeting; the TOP/PID Liaison Committee meeting; and a Town Manager Selection Committee meeting.

Council Member Culleton attended the Cypress Apartments Grand Opening; the Solid Waste Committee meeting; and the TOP/PRPD Liaison Committee meeting.

Mayor Crowder attended several Sewer Ad Hoc Committee meetings and participated in an interview for a docuseries on wildfire.

7c. Future Agenda Items – None

8. STAFF COMMUNICATION

8a. Interim Town Manager Michael O'Brien praised staff and the community and is proud to serve the Town as the Interim Town Manager.

9. CLOSED SESSION - None

10. ADJOURNMENT

Mayor Crowder adjourned the meeting at 10:16 p.m.

Date approved:

By:

Attest:

Steve Crowder, Mayor

Melanie Elvis, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
October 1, 2025 - October 31, 2025



CASH DISBURSEMENTS REPORT
October 1, 2025 - October 31, 2025

Check Date	Pay Period End	Description	Amount	Total
10/10/2025	10/5/2025	Net Payroll - Direct Deposits and Checks	\$ 291,995.58	
10/24/2025	10/19/2025	Net Payroll - Direct Deposits and Checks	<u>\$ 289,600.54</u>	
				<u>\$ 581,596.12</u>

Accounts Payable

Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	\$ 502,525.68	
Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>\$17,014,963.07</u>	
TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>\$ 17,517,488.75</u>
GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 18,099,084.87</u></u>

APPROVED BY: _____
Aimee Belev - Finance Director/Town Treasurer

APPROVED BY: _____
Michael O'Brien - Interim Town Manager

TOWN OF PARADISE

Payment Register

From Payment Date: 10/1/2025 - To Payment Date: 10/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP TCB - General Checking									
<u>Check</u>									
90101	10/01/2025	Open			Accounts Payable	AAACE Roofing	\$25,237.50		
90102	10/01/2025	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$179.09		
90103	10/01/2025	Open			Accounts Payable	ALLSTAR FIRE EQUIPMENT	\$2,559.12		
90104	10/01/2025	Open			Accounts Payable	Alvies, John	\$230.00		
90105	10/01/2025	Open			Accounts Payable	AT&T	\$86.46		
90106	10/01/2025	Open			Accounts Payable	Baccala, Lauren	\$236.50		
90107	10/01/2025	Open			Accounts Payable	Berk, Garrett	\$236.50		
90108	10/01/2025	Open			Accounts Payable	BPR Consulting Group	\$23,461.40		
90109	10/01/2025	Open			Accounts Payable	Broad & Gusman	\$4,000.00		
90110	10/01/2025	Open			Accounts Payable	Bureau Veritas North America, Inc	\$53,898.95		
90111	10/01/2025	Open			Accounts Payable	Butte County Construction Inc	\$25,850.00		
90112	10/01/2025	Open			Accounts Payable	BUTTE COUNTY SHERIFF'S MOUNTED POSSE	\$4,936.00		
90113	10/01/2025	Open			Accounts Payable	Butte Roofing Company, Inc.	\$18,965.90		
90114	10/01/2025	Open			Accounts Payable	CALIFORNIA CRIMINAL JUSTICE WARRANT SERVS.	\$100.00		
90115	10/01/2025	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,051.00		
90116	10/01/2025	Open			Accounts Payable	Cathcart, Sylace	\$172.00		
90117	10/01/2025	Open			Accounts Payable	Clifford Family Painting	\$986.50		
90118	10/01/2025	Open			Accounts Payable	Cole Huber LLP	\$30,863.07		
90119	10/01/2025	Open			Accounts Payable	Desilva Gates Construction LLC	\$5,541,623.55		
90120	10/01/2025	Open			Accounts Payable	Dokken Engineering, Inc.	\$780.21		
90121	10/01/2025	Open			Accounts Payable	Elam IT, Jon, Elam	\$2,027.91		
90122	10/01/2025	Open			Accounts Payable	Enterprise Rancheria Estom Yumeka Maidu Tribe	\$29,850.00		
90123	10/01/2025	Open			Accounts Payable	FIDELITY NATIONAL TITLE COMPANY - CHICO	\$100,000.00		
90124	10/01/2025	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$145.80		
90125	10/01/2025	Open			Accounts Payable	Gentile, Caitlyn	\$236.50		
90126	10/01/2025	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$2,613.32		
90127	10/01/2025	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$210.81		
90128	10/01/2025	Open			Accounts Payable	Greenway Builders LLC	\$27,523.00		
90129	10/01/2025	Open			Accounts Payable	H2bHlove MTO	\$300.00		
90130	10/01/2025	Open			Accounts Payable	Hawkins Delafield & Wood LLP	\$9,750.00		
90131	10/01/2025	Open			Accounts Payable	HDR Engineering, Inc	\$104,537.52		
90132	10/01/2025	Open			Accounts Payable	High Performance Roofing	\$19,650.00		
90133	10/01/2025	Open			Accounts Payable	Huggins, Jeannette	\$481.40		
90134	10/01/2025	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$195.68		
90135	10/01/2025	Open			Accounts Payable	James or Lavenia Riotto	\$150.00		
90136	10/01/2025	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$199.20		
90137	10/01/2025	Open			Accounts Payable	KEN'S PARADISE HITCH & WELDING	\$93.47		
90138	10/01/2025	Open			Accounts Payable	King Towing	\$305.00		
90139	10/01/2025	Open			Accounts Payable	Kozak, Ginny	\$236.50		

TOWN OF PARADISE

Payment Register

From Payment Date: 10/1/2025 - To Payment Date: 10/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90140	10/01/2025	Open			Accounts Payable	L.N. CURTIS & SONS	\$78.37		
90141	10/01/2025	Open			Accounts Payable	LEAF Capital Funding LLC	\$287.10		
90142	10/01/2025	Open			Accounts Payable	LIFE ASSIST INC	\$345.83		
90143	10/01/2025	Open			Accounts Payable	MAVRON, INC.	\$32,353.60		
90144	10/01/2025	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$250.00		
90145	10/01/2025	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
90146	10/01/2025	Open			Accounts Payable	NAPA Auto Parts	\$193.87		
90147	10/01/2025	Open			Accounts Payable	NATIONAL BAND & TAG COMPANY	\$422.33		
90148	10/01/2025	Open			Accounts Payable	Newsom, John	\$172.00		
90149	10/01/2025	Open			Accounts Payable	North State Tire Co. Inc.	\$934.34		
90150	10/01/2025	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$9,625.15		
90151	10/01/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	\$622.80		
90152	10/01/2025	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$192.52		
90153	10/01/2025	Open			Accounts Payable	OROVILLE FORD	\$1,414.16		
90154	10/01/2025	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$2,432.09		
90155	10/01/2025	Open			Accounts Payable	PARADISE POST	\$54.49		
90156	10/01/2025	Open			Accounts Payable	PARADISE SANITATION COMPANY	\$150.00		
90157	10/01/2025	Open			Accounts Payable	PBM SUPPLY & MFG INC	\$277.33		
90158	10/01/2025	Open			Accounts Payable	PERKINS MOBILE AUTO GLASS	\$395.00		
90159	10/01/2025	Open			Accounts Payable	PICKERING, ROBERT	\$230.00		
90160	10/01/2025	Open			Accounts Payable	Powell Roofing Co	\$14,604.00		
90161	10/01/2025	Open			Accounts Payable	Psomas	\$10,891.23		
90162	10/01/2025	Open			Accounts Payable	Royat, Briana	\$247.80		
90163	10/01/2025	Open			Accounts Payable	RUNKLE, DOUG	\$115.74		
90164	10/01/2025	Open			Accounts Payable	Spherion Staffing	\$4,450.02		
90165	10/01/2025	Open			Accounts Payable	SRM General Contracting	\$5,000.00		
90166	10/01/2025	Open			Accounts Payable	SRM General Contracting	\$8,450.00		
90167	10/01/2025	Open			Accounts Payable	Stratton Appraisals	\$400.00		
90168	10/01/2025	Open			Accounts Payable	Synergy Builders	\$181,379.91		
90169	10/01/2025	Open			Accounts Payable	Tahoe Pure Water Co.	\$46.60		
90170	10/01/2025	Open			Accounts Payable	THOMAS ACE HARDWARE	\$58.82		
90171	10/01/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$164.18		
90172	10/01/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$66.90		
90173	10/01/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$55.13		
90174	10/01/2025	Open			Accounts Payable	Timios Title	\$100,000.00		
90175	10/01/2025	Open			Accounts Payable	Top Notch Commercial Cleaning Inc.	\$4,600.00		
90176	10/01/2025	Open			Accounts Payable	Tri Flame Propane	\$169.65		
90177	10/01/2025	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$95.00		
90178	10/01/2025	Open			Accounts Payable	Vannucci, Dominic	\$349.50		
90179	10/01/2025	Open			Accounts Payable	Westlake Ace Hardware	\$456.29		
90180	10/01/2025	Open			Accounts Payable	Williams Scotsman, Inc. (Mobile Mini)	\$199.08		
90181	10/01/2025	Open			Accounts Payable	Wood, Montana, S	\$391.00		
90182	10/01/2025	Open			Accounts Payable	Bright, Simon	\$15.00		
90183	10/01/2025	Voided	Project Cancelled	10/07/2025	Accounts Payable	CalRecycle Accounting	\$5,000.00		
90184	10/01/2025	Open			Accounts Payable	Lenihan, Raegan	\$15.68		
90185	10/10/2025	Open			Accounts Payable	Aflac	\$57.98		
90186	10/10/2025	Open			Accounts Payable	Met Life	\$13,051.30		

TOWN OF PARADISE

Payment Register

From Payment Date: 10/1/2025 - To Payment Date: 10/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90187	10/10/2025	Open			Accounts Payable	OPERATING ENGINEERS	\$1,470.00		
90188	10/10/2025	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,589.76		
90189	10/10/2025	Open			Accounts Payable	SUN LIFE INSURANCE	\$8,538.58		
90190	10/10/2025	Open			Accounts Payable	SUPERIOR VISION SVC INC	\$891.01		
90191	10/10/2025	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$130.00		
90192	10/10/2025	Open			Accounts Payable	ICMA 457 - MissionSquare	\$3,438.87		
90193	10/10/2025	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$656.29		
90194	10/10/2025	Open			Accounts Payable	STATE OF CALIFORNIA FRANCHISE TAX BOARD	\$230.00		
90195	10/13/2025	Open			Accounts Payable	Alamo Chapter of the Texas Municipal Clerks Assoc.	\$60.00		
90196	10/15/2025	Open			Accounts Payable	ACCELA, INC.	\$4,414.95		
90197	10/15/2025	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$197.70		
90198	10/15/2025	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$7.78		
90199	10/15/2025	Open			Accounts Payable	ALHAMBRA	\$35.96		
90200	10/15/2025	Open			Accounts Payable	All-American Construction, Inc.	\$1,554,862.77		
90201	10/15/2025	Open			Accounts Payable	Alvies, John	\$253.00		
90202	10/15/2025	Voided	Training Cancelled	10/27/2025	Accounts Payable	Archuleta, Derek, S	\$714.00		
90203	10/15/2025	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$102.81		
90204	10/15/2025	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$271.47		
90205	10/15/2025	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$135.74		
90206	10/15/2025	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$196.86		
90207	10/15/2025	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$29.85		
90208	10/15/2025	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$30.16		
90209	10/15/2025	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$3,516.75		
90210	10/15/2025	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,056.72		
90211	10/15/2025	Open			Accounts Payable	Banks Construction	\$68,889.75		
90212	10/15/2025	Open			Accounts Payable	Bear Electrical Systems, Inc	\$1,850.00		
90213	10/15/2025	Open			Accounts Payable	Biometrics4ALL, Inc	\$12.75		
90214	10/15/2025	Open			Accounts Payable	BorderLAN Cybersecurity	\$14,039.19		
90215	10/15/2025	Open			Accounts Payable	Bug Smart	\$116.00		
90216	10/15/2025	Open			Accounts Payable	BUTTE CO DISTRICT ATTORNEY	\$5,000.00		
90217	10/15/2025	Open			Accounts Payable	BUTTE CO RECORDER	\$114.00		
90218	10/15/2025	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$175.50		
90219	10/15/2025	Open			Accounts Payable	Calif Dept of Tax and Fee Administration	\$411.75		
90220	10/15/2025	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$756.90		
90221	10/15/2025	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$2,515.55		
90222	10/15/2025	Open			Accounts Payable	Caltronics Business Systems/J.J. R Ent Inc	\$1,955.75		
90223	10/15/2025	Open			Accounts Payable	Cathcart, Sylace	\$38.00		
90224	10/15/2025	Open			Accounts Payable	Coastland	\$34,377.92		
90225	10/15/2025	Open			Accounts Payable	Cole Huber LLP	\$78.00		

Payment Register

From Payment Date: 10/1/2025 - To Payment Date: 10/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90226	10/15/2025	Open			Accounts Payable	CONTINENTAL BATTERY COMPANY	\$486.07		
90227	10/15/2025	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$328.50		
90228	10/15/2025	Open			Accounts Payable	De Lage Landen Public Finance LLC	\$781.25		
90229	10/15/2025	Open			Accounts Payable	Desilva Gates Construction LLC	\$140,437.81		
90230	10/15/2025	Open			Accounts Payable	Down Range Indoor Training Center	\$986.45		
90231	10/15/2025	Open			Accounts Payable	Eaglepoint Pacific Associates, a CA LP	\$739,000.00		
90232	10/15/2025	Open			Accounts Payable	ELLIS ART & ENGINEERING	\$8.77		
90233	10/15/2025	Open			Accounts Payable	Ernie's Towing and Automotive	\$300.00		
90234	10/15/2025	Open			Accounts Payable	Explore Butte County	\$26.07		
90235	10/15/2025	Open			Accounts Payable	FIDELITY NATIONAL TITLE COMPANY - CHICO	\$100,000.00		
90236	10/15/2025	Open			Accounts Payable	FOOTHILL MILL & LUMBER	\$625.73		
90237	10/15/2025	Open			Accounts Payable	GILMORE CONSTRUCTION & DEVELOPMENT, INC.	\$69,000.00		
90238	10/15/2025	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$191.55		
90239	10/15/2025	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$7,215.00		
90240	10/15/2025	Open			Accounts Payable	Greenway Builders LLC	\$36,407.00		
90241	10/15/2025	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$2,009.81		
90242	10/15/2025	Open			Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$3.85		
90243	10/15/2025	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$437.20		
90244	10/15/2025	Open			Accounts Payable	Jacobs Engineering Group Inc.	\$34,388.10		
90245	10/15/2025	Open			Accounts Payable	Jennifer Arbuckle	\$5,650.00		
90246	10/15/2025	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$380.25		
90247	10/15/2025	Open			Accounts Payable	Kevin Sharrah Designs	\$2,074.44		
90248	10/15/2025	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$1,200.00		
90249	10/15/2025	Open			Accounts Payable	Kruger, Christopher	\$215.00		
90250	10/15/2025	Open			Accounts Payable	Lassen Community College	\$97.88		
90251	10/15/2025	Open			Accounts Payable	Meeks Lumber & Hardware	\$1,585.00		
90252	10/15/2025	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$1,575.00		
90253	10/15/2025	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$582.20		
90254	10/15/2025	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
90255	10/15/2025	Open			Accounts Payable	Midwest Veterinary Supply, Inc	\$1,772.07		
90256	10/15/2025	Open			Accounts Payable	Mooretown Rancheria Forestry Contract Services	\$40,611.90		
90257	10/15/2025	Open			Accounts Payable	MORGAN TREE SERVICE	\$2,100.00		
90258	10/15/2025	Open			Accounts Payable	Mountain G Enterprises Inc	\$98,080.60		
90259	10/15/2025	Open			Accounts Payable	NCCSIF TREASURER	\$33,289.75		
90260	10/15/2025	Open			Accounts Payable	NORMAC INC	\$112.40		
90261	10/15/2025	Open			Accounts Payable	North State Construction	\$8,250.00		
90262	10/15/2025	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$1,784.12		
90263	10/15/2025	Open			Accounts Payable	NORTHSTAR	\$1,170.00		
90264	10/15/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	\$249.54		
90265	10/15/2025	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$90.63		
90266	10/15/2025	Open			Accounts Payable	Oroville Tow & Salvage	\$250.00		
90267	10/15/2025	Open			Accounts Payable	Pace Analytical Services, LLC	\$2,330.00		
90268	10/15/2025	Open			Accounts Payable	PARADISE ART CENTER	\$9,769.51		

TOWN OF PARADISE

Payment Register

From Payment Date: 10/1/2025 - To Payment Date: 10/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90269	10/15/2025	Open			Accounts Payable	PARADISE PERFORMING ARTS CENTER	\$10,867.76		
90270	10/15/2025	Open			Accounts Payable	PARADISE POST	\$415.25		
90271	10/15/2025	Open			Accounts Payable	PARADISE RIDGE CHAMBER OF COMMERCE	\$45,000.00		
90272	10/15/2025	Open			Accounts Payable	Paradise Symphony Society, Inc.	\$6,916.89		
90273	10/15/2025	Open			Accounts Payable	PETERSON TRACTOR CO	\$2,201.71		
90274	10/15/2025	Open			Accounts Payable	PlaceWorks Inc	\$37,552.64		
90275	10/15/2025	Open			Accounts Payable	Precision Building	\$26,899.50		
90276	10/15/2025	Open			Accounts Payable	Psomas	\$251,935.88		
90277	10/15/2025	Open			Accounts Payable	Rackley Company	\$7,385.77		
90278	10/15/2025	Open			Accounts Payable	RENTAL GUYS - CHICO	\$3,417.40		
90279	10/15/2025	Open			Accounts Payable	Sierra Nevada Construction	\$22,050.00		
90280	10/15/2025	Open			Accounts Payable	Spherion Staffing	\$2,240.57		
90281	10/15/2025	Open			Accounts Payable	Stratti	\$4,151.00		
90282	10/15/2025	Open			Accounts Payable	T and S DVBE Inc.	\$340.36		
90283	10/15/2025	Open			Accounts Payable	Tahoe Pure Water Co.	\$223.25		
90284	10/15/2025	Open			Accounts Payable	The Ferguson Group	\$5,000.00		
90285	10/15/2025	Open			Accounts Payable	THEATRE ON THE RIDGE	\$15,284.90		
90286	10/15/2025	Open			Accounts Payable	THOMAS ACE HARDWARE	\$109.49		
90287	10/15/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$757.96		
90288	10/15/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$40.47		
90289	10/15/2025	Open			Accounts Payable	THRIFTY ROOTER	\$247.31		
90290	10/15/2025	Open			Accounts Payable	Top Notch Commercial Cleaning Inc.	\$3,600.00		
90291	10/15/2025	Open			Accounts Payable	Tri Counties Bank	\$9,421.28		
90292	10/15/2025	Open			Accounts Payable	Urban Design Associates. LTD	\$1,722.71		
90293	10/15/2025	Open			Accounts Payable	VALLEY OAK VETERINARY CENTER	\$246.42		
90294	10/15/2025	Open			Accounts Payable	VistaNet Inc.	\$7,384.00		
90295	10/15/2025	Open			Accounts Payable	Voiance Language Services, LLC	\$2.76		
90296	10/15/2025	Open			Accounts Payable	Wallis, Roy	\$215.00		
90297	10/15/2025	Open			Accounts Payable	Warner Enterprises Inc	\$1,194,291.00		
90298	10/15/2025	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$15,560.92		
90299	10/15/2025	Open			Accounts Payable	Wood Rodgers, Inc.	\$4,272.80		
90300	10/15/2025	Open			Accounts Payable	Amato , Steven	\$236.65		
90301	10/15/2025	Open			Accounts Payable	Hill, Barbara Susan	\$41,728.50		
90302	10/15/2025	Open			Accounts Payable	Zabel, James	\$11.75		
90303	10/16/2025	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$10.00		
90304	10/16/2025	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$10.00		
90305	10/23/2025	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,579.46		
90306	10/23/2025	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$850.00		
90307	10/24/2025	Open			Accounts Payable	ICMA 457 - MissionSquare	\$3,389.07		
90308	10/24/2025	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$656.29		
90309	10/24/2025	Open			Accounts Payable	STATE OF CALIFORNIA FRANCHISE TAX BOARD	\$230.00		
90310	10/28/2025	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
90311	10/28/2025	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		

TOWN OF PARADISE

Payment Register

From Payment Date: 10/1/2025 - To Payment Date: 10/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90312	10/28/2025	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
90313	10/28/2025	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
90314	10/29/2025	Open			Accounts Payable	Adams Ashby Group, Inc.	\$8,100.00		
90315	10/29/2025	Open			Accounts Payable	Adams Ashby Group, Inc.	\$15,342.50		
90316	10/29/2025	Open			Accounts Payable	Adams Ashby Group, Inc.	\$10,650.00		
90317	10/29/2025	Open			Accounts Payable	Adams Ashby Group, Inc.	\$14,915.67		
90318	10/29/2025	Open			Accounts Payable	Adams Ashby Group, Inc.	\$7,890.92		
90319	10/29/2025	Open			Accounts Payable	ALLIANT INSURANCE	\$123,292.00		
90320	10/29/2025	Open			Accounts Payable	Archuleta, Derek, S	\$494.50		
90321	10/29/2025	Open			Accounts Payable	AT&T	\$86.46		
90322	10/29/2025	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$763.35		
90323	10/29/2025	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$102.81		
90324	10/29/2025	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$196.86		
90325	10/29/2025	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$29.85		
90326	10/29/2025	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$3,494.01		
90327	10/29/2025	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$29.95		
90328	10/29/2025	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,056.72		
90329	10/29/2025	Open			Accounts Payable	Bidwell Truck & Auto	\$5,521.79		
90330	10/29/2025	Open			Accounts Payable	BPR Consulting Group	\$117,663.20		
90331	10/29/2025	Open			Accounts Payable	BUTTE CO NEAL ROAD LANDFILL	\$13.00		
90332	10/29/2025	Open			Accounts Payable	CALIFORNIA CHAMBER OF COMMERCE	\$234.86		
90333	10/29/2025	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$825.00		
90334	10/29/2025	Open			Accounts Payable	CAPTURE TECHNOLOGIES, INC.	\$1,791.17		
90335	10/29/2025	Open			Accounts Payable	Cooper, Andrew	\$129.00		
90336	10/29/2025	Open			Accounts Payable	De Lage Landen Public Finance LLC	\$781.25		
90337	10/29/2025	Open			Accounts Payable	Dell Marketing LP	\$18,915.49		
90338	10/29/2025	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$2,205.83		
90339	10/29/2025	Open			Accounts Payable	Desilva Gates Construction LLC	\$247,210.12		
90340	10/29/2025	Open			Accounts Payable	DM Construction Services	\$27,300.00		
90341	10/29/2025	Open			Accounts Payable	Dokken Engineering, Inc.	\$126,649.98		
90342	10/29/2025	Open			Accounts Payable	Eidhammer, Trenton	\$66.00		
90343	10/29/2025	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$2,500.00		
90344	10/29/2025	Open			Accounts Payable	GOLD NUGGET MUSEUM	\$12,160.93		
90345	10/29/2025	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$157.70		
90346	10/29/2025	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$778.88		
90347	10/29/2025	Open			Accounts Payable	HDR Engineering, Inc	\$108,464.85		
90348	10/29/2025	Open			Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$5.95		
90349	10/29/2025	Open			Accounts Payable	Homestead Handyman LLC	\$8,115.00		
90350	10/29/2025	Open			Accounts Payable	HYDROTEC SOLUTIONS	\$267.44		
90351	10/29/2025	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$332.66		
90352	10/29/2025	Open			Accounts Payable	Jacobs Engineering Group Inc.	\$20,053.22		
90353	10/29/2025	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$199.20		
90354	10/29/2025	Open			Accounts Payable	Kozak, Ginny	\$76.07		
90355	10/29/2025	Open			Accounts Payable	LEAF Capital Funding LLC	\$285.80		

TOWN OF PARADISE

Payment Register

From Payment Date: 10/1/2025 - To Payment Date: 10/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90356	10/29/2025	Open			Accounts Payable	Morgan Ridge Construction, Inc.	\$12,491.25		
90357	10/29/2025	Open			Accounts Payable	MORGAN TREE SERVICE	\$1,950.00		
90358	10/29/2025	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
90359	10/29/2025	Open			Accounts Payable	NAPA Auto Parts	\$158.86		
90360	10/29/2025	Open			Accounts Payable	North State Tire Co. Inc.	\$310.18		
90361	10/29/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	\$192.12		
90362	10/29/2025	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$366.42		
90363	10/29/2025	Open			Accounts Payable	OROVILLE FORD	\$1,010.15		
90364	10/29/2025	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$2,045.54		
90365	10/29/2025	Open			Accounts Payable	PARADISE POST	\$360.76		
90366	10/29/2025	Open			Accounts Payable	Parks, Lorissa	\$19.00		
90367	10/29/2025	Open			Accounts Payable	Patricia Lloyd	\$300.00		
90368	10/29/2025	Open			Accounts Payable	RENTAL GUYS - CHICO	\$732.30		
90369	10/29/2025	Open			Accounts Payable	Richter Construction, Inc.	\$31,236.91		
90370	10/29/2025	Open			Accounts Payable	Sigler Pest Control	\$50.00		
90371	10/29/2025	Open			Accounts Payable	Spherion Staffing	\$3,552.86		
90372	10/29/2025	Open			Accounts Payable	Stratton Appraisals	\$450.00		
90373	10/29/2025	Open			Accounts Payable	Stratton Appraisals	\$400.00		
90374	10/29/2025	Open			Accounts Payable	Tahoe Pure Water Co.	\$119.50		
90375	10/29/2025	Open			Accounts Payable	The Ferguson Group	\$169.26		
90376	10/29/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$262.53		
90377	10/29/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$122.39		
90378	10/29/2025	Open			Accounts Payable	Timios Title	\$175.00		
90379	10/29/2025	Open			Accounts Payable	Top Notch Commercial Cleaning Inc.	\$6,400.00		
90380	10/29/2025	Open			Accounts Payable	Tri Counties Bank	\$7,652.03		
90381	10/29/2025	Open			Accounts Payable	Vannucci, Dominic	\$129.00		
90382	10/29/2025	Open			Accounts Payable	Warner Enterprises Inc	\$306,683.10		
90383	10/29/2025	Open			Accounts Payable	Waste Tire Products R & D	\$2,113.50		
90384	10/29/2025	Open			Accounts Payable	Westlake Ace Hardware	\$71.34		
90385	10/29/2025	Open			Accounts Payable	Williams Scotsman, Inc. (Mobile Mini)	\$199.08		
90386	10/29/2025	Open			Accounts Payable	WILSON PRINTING	\$109.25		
Type Check Totals:							\$12,993,256.21		
286 Transactions									
<u>EFT</u>									
300	10/01/2025	Open			Accounts Payable	Amazon Capital Services	\$1,493.20		
301	10/01/2025	Open			Accounts Payable	COMCAST CABLE	\$420.98		
302	10/01/2025	Open			Accounts Payable	COMCAST CABLE	\$435.98		
303	10/01/2025	Open			Accounts Payable	COMCAST CABLE	\$181.03		
304	10/01/2025	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$2,565.35		
305	10/01/2025	Open			Accounts Payable	T MOBILE USA, INC.	\$2,042.92		
306	10/01/2025	Open			Accounts Payable	VERIZON WIRELESS	\$672.86		
307	10/10/2025	Open			Accounts Payable	CALPERS	\$168,248.28		
308	10/10/2025	Open			Accounts Payable	CALPERS - RETIREMENT	\$72,039.77		
309	10/10/2025	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$16,343.42		
310	10/10/2025	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$8,186.17		
311	10/10/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$51,334.51		
312	10/15/2025	Open			Accounts Payable	Amazon Capital Services	\$829.82		
313	10/15/2025	Open			Accounts Payable	COMCAST CABLE	\$210.98		

TOWN OF PARADISE

Payment Register

From Payment Date: 10/1/2025 - To Payment Date: 10/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
314	10/15/2025	Open			Accounts Payable	COMCAST CABLE	\$425.98		
315	10/15/2025	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV	\$11,587.06		
						SVCS/US BANCORP			
316	10/15/2025	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$2,100.04		
317	10/15/2025	Open			Accounts Payable	VERIZON WIRELESS	\$282.43		
318	10/15/2025	Open			Accounts Payable	VERIZON WIRELESS	\$2,194.64		
319	10/16/2025	Open			Accounts Payable	Amazon Capital Services	\$259.94		
320	10/16/2025	Open			Accounts Payable	Amazon Capital Services	\$21.74		
321	10/24/2025	Open			Accounts Payable	CALPERS - RETIREMENT	\$71,291.15		
322	10/24/2025	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$15,964.86		
323	10/24/2025	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$8,292.93		
324	10/24/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$50,282.33		
325	10/28/2025	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$9,811.91		
326	10/29/2025	Open			Accounts Payable	Amazon Capital Services	\$957.62		
327	10/29/2025	Open			Accounts Payable	AT&T MOBILITY	\$107.00		
328	10/29/2025	Open			Accounts Payable	COMCAST CABLE	\$14.82		
329	10/29/2025	Open			Accounts Payable	COMCAST CABLE	\$420.98		
330	10/29/2025	Open			Accounts Payable	COMCAST CABLE	\$435.98		
331	10/29/2025	Open			Accounts Payable	COMCAST CABLE	\$181.03		
332	10/29/2025	Open			Accounts Payable	Computershare	\$2,000.00		
333	10/29/2025	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$17,737.82		
334	10/29/2025	Open			Accounts Payable	T MOBILE USA, INC.	\$2,043.21		
335	10/29/2025	Open			Accounts Payable	VERIZON WIRELESS	\$570.15		
Type EFT Totals:							\$521,988.89		
AP TCB - General Checking Totals							36 Transactions		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	284	\$12,987,542.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$5,714.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	286	\$12,993,256.21	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	36	\$521,988.89	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	36	\$521,988.89	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	320	\$13,509,531.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$5,714.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	322	\$13,515,245.10	\$0.00

Payment Register

From Payment Date: 10/1/2025 - To Payment Date: 10/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
TCB Clearing - Cash Clearing/CC									
<u>EFT</u>									
3	10/07/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$2,243.65		
Type EFT Totals:					1 Transactions		\$2,243.65		
TCB Clearing - Cash Clearing/CC Totals									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	0	\$0.00		\$0.00
					Reconciled	0	\$0.00		\$0.00
					Voided	0	\$0.00		\$0.00
					Stopped	0	\$0.00		\$0.00
					Total	0	\$0.00		\$0.00
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	1	\$2,243.65		\$0.00
					Reconciled	0	\$0.00		\$0.00
					Voided	0	\$0.00		\$0.00
					Total	1	\$2,243.65		\$0.00
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	1	\$2,243.65		\$0.00
					Reconciled	0	\$0.00		\$0.00
					Voided	0	\$0.00		\$0.00
					Stopped	0	\$0.00		\$0.00
					Total	1	\$2,243.65		\$0.00

TOWN OF PARADISE

Payment Register

From Payment Date: 10/1/2025 - To Payment Date: 10/31/2025

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>									
85625	10/15/2025	Open			Accounts Payable	Town of Paradise	\$4,000,000.00		
Type Check Totals:					1 Transactions		\$4,000,000.00		
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$4,000,000.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$4,000,000.00	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$4,000,000.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$4,000,000.00	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	285	\$16,987,542.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$5,714.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	287	\$16,993,256.21	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	37	\$524,232.54	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	37	\$524,232.54	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	322	\$17,511,774.75	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$5,714.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	324	\$17,517,488.75	\$0.00



Town of Paradise
Council Agenda Summary
Date: November 12, 2025

Agenda Item: 2(c)

ORIGINATED BY: Susan Hartman, Community Development Director –
Planning & Wastewater
REVIEWED BY: Michael O'Brien, Interim Town Manager
Scott Huber, Town Attorney
SUBJECT: Adoption of Town Ordinance No. 650

LONG TERM No
RECOVERY PLAN:

COUNCIL ACTION REQUESTED:

1. Waive the second reading of Town Ordinance No. 650 and read by title only and,
2. Adopt Town Ordinance No. 650 "An Ordinance Rezoning Certain Real Property From "TR 1/2" (Town Residential 1/2-acre minimum) to a "M-F" (Multiple Family Residential) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (Mahoney Capital LP: PL25-00056)".

Background:

On October 14, 2025, the Town Council adopted a Paradise General Plan land use map amendment and introduced Ordinance No. 650 for purposes of eventual adoption. If adopted, the intent of the proposed ordinance is to rezone property owned by Mahoney Capital LP, located at 8822 Skyway, to Multi-Family thereby facilitating their concurrent proposal to establish a multi-family development consisting of six (6) duplexes to provide additional market rate rental opportunities.

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. 650 [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.

**TOWN OF PARADISE
ORDINANCE NO. 650**

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY FROM “TR-1/2” (TOWN
RESIDENTIAL 1/2-ACRE MINIMUM) TO AN “M-F” (MULTIPLE-FAMILY
RESIDENTIAL) ZONE PURSUANT TO PARADISE MUNICIPAL CODE SECTIONS
17.45.500 ET. SEQ. (MAHONEY CAPITAL LP: PL25-00056)**

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

SECTION 1. The hereinafter described portion of real property situated in the Town of Paradise, State of California, shall be and is hereby zoned “M-F” (Multiple-Family Residential) as described in Chapter 17.17 of the Paradise Municipal Code and such land area shall be subject to the restrictions, restricted uses, and regulations of such chapter. The portion of real property so zoned is located at 8822 Skyway in the Town of Paradise, identified as AP No. 050-070-019, and as described in Exhibit “A” and shown in Exhibit “B” attached hereto and made a part hereof by reference.

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 12th day of November, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steve Crowder, Mayor

ATTEST:

By: _____
Melanie Elvis, Town Clerk/Elections Official

APPROVED AS TO FORM:

By: _____
Scott E. Huber, Town Attorney

Exhibit "A"
Rezone
Mahoney Capital LP

LEGAL DESCRIPTION

Real property in the Town of Paradise, County of Butte, State of California, described as follows:

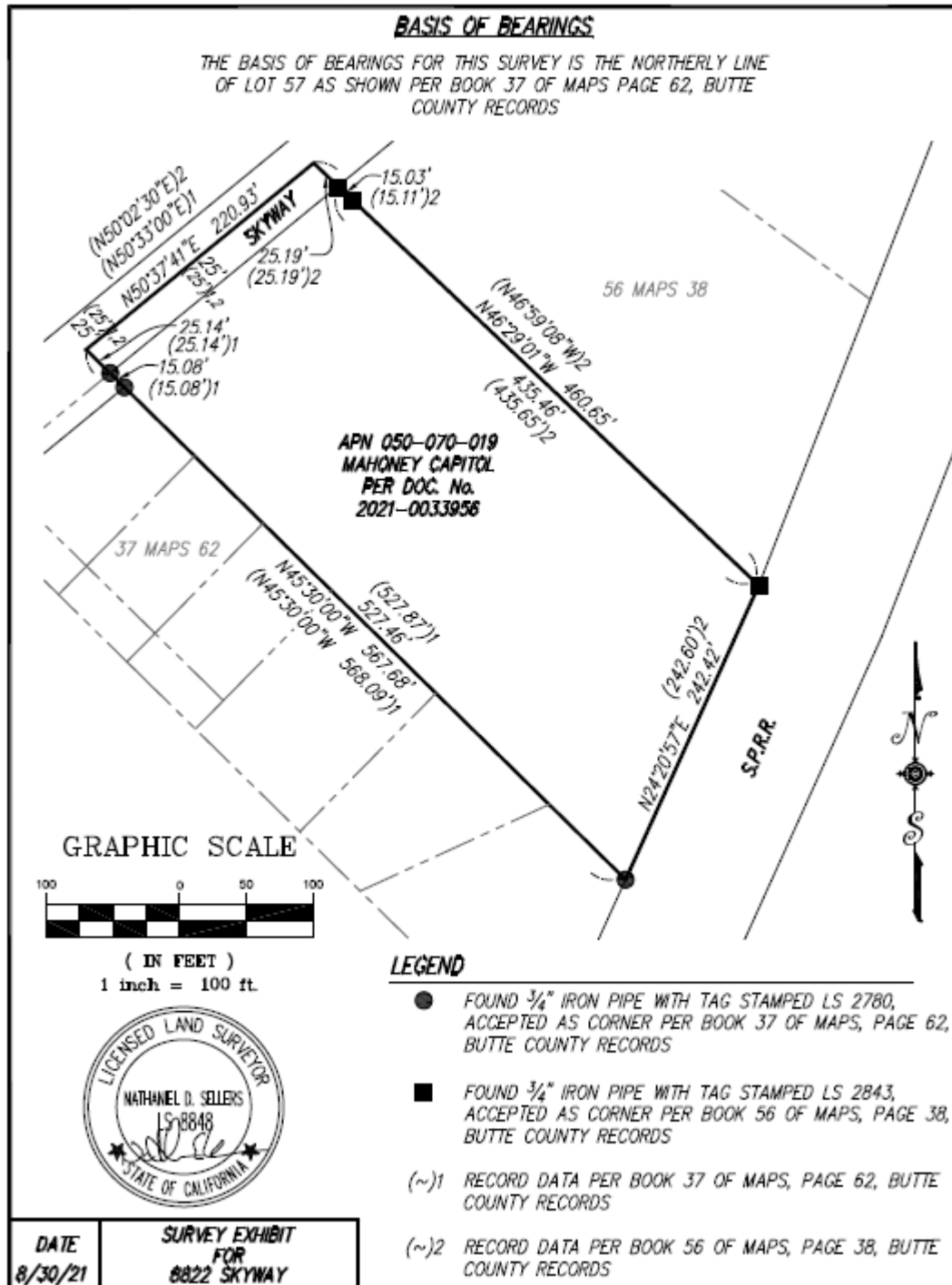
THAT PART OF LOT 51 OF THE SUBDIVISION OF SECTION 1, TOWNSHIP 22 NORTH RANGE 3 EAST, M.D.B. & M., ACCORDING TO THE OFFICIAL MAP OF SAID SUBDIVISION FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF THE COUNTY ROAD ON THE WESTERLY LINE OF SAID LOT 51, SAID POINT BEING SOUTHERLY ALONG SAID LINE 533.3 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 51, AND RUNNING THENCE SOUTH 50 DEG. 33' WEST ALONG THE WESTERLY LINE OF SAID LOT 51, BEING THE CENTERLINE OF SAID COUNTY ROAD, A DISTANCE OF 209 FEET, MORE OR LESS TO THE SOUTHWESTERLY CORNER OF SAID LOT 51; THENCE SOUTH 45 DEG. 30' EAST ALONG THE SOUTHERLY LINE OF SAID LOT 51, A DISTANCE OF 566.0 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 51; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 51 A DISTANCE OF 242.6 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DR. W.W. HEAD AND LAURA A. HEAD HUSBAND AND WIFE, TO DR. F.W. SEYDEL BY DEED DATED APRIL 27, 1928 AND RECORDED APRIL 30, 1928 IN VOLUME 4 OF OFFICIAL RECORDS, AT PAGE 250, RECORDS OF BUTTE COUNTY, CALIFORNIA; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF THE LAND CONVEYED TO DR. F.W. SEYDEL, AS AFORESAID TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, HOWEVER, MINERAL RIGHTS IN, TO AND UNDER SAID LAND IT BEING UNDERSTOOD THAT MINING OPERATIONS IF ANY, SHALL BE SO CONDUCTED AS TO DO NO DAMAGE TO THE SURFACE.

APN: 050-070-019

Exhibit "B"
 Rezone
 Mahoney Capital LP





Town of Paradise
Council Agenda Summary
Date: November 12, 2025

Agenda Item: 2(d)

ORIGINATED BY: Sarah Richter, Housing Program Coordinator
REVIEWED BY: Michael O'Brien, Interim Town Manager
SUBJECT: Resolution to Accept 2024 Homeownership Super NOFA (HOSN), CalHome, Round 2 Award
LONG TERM RECOVERY PLAN: No
COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 2025-_____ "A Resolution of the Town Council of the Town of Paradise Accepting the 2024 Homeownership Super NOFA (HOSN), CALHOME, Round 2 First Time Homebuyer Mortgage Assistance and Owner-Occupied Rehabilitation Programs."

Background:

The Town of Paradise Housing Department has operated First-Time Homebuyer and Owner-Occupied Rehabilitation programs for many years with funding from HCD's CalHome program. The Housing Department's CalHome Disaster Assistance grant funded most of Housing's activities since 2020 and expires this coming January. In anticipation of the expiration, Housing staff applied for additional funding and was conditionally awarded \$4,998,750 in CalHome funds, to expended over the next three years.

Analysis:

Unlike the CalHome Disaster-Assistance funding, the Town was previously awarded in 2020, the 2024 Homeownership Super NOFA (HOSN) CalHome funds are not related to the Camp Fire and will be available to any applicant who meets CalHome eligibility criteria.

These funds are governed by CalHome program regulations. Eligible activities include Owner-Occupied Rehabilitation and Mortgage Assistance. CalHome funds can only be used as gap financing. Funds must be used by individual households at or below 80 percent of AMI at the time of application. Financial assistance to qualified individual households shall be in the form of deferred payment loans, repayable up on the sale or transfer of the homes, when they cease to be owner-occupied, or upon the loan maturity date, whichever occurs first.

Eligible properties for owner-occupied rehab will include both homes that survived the fire and homes that have been rebuilt, to assist with major health and safety related repairs such as septic replacement and repairs required to obtain homeowners insurance. It is not available to rebuild homes for applicants who did not own the home at the time the damage occurred.

Mortgage assistance is gap financing to assist first time home buyers purchase a home in Paradise with a mortgage payment that is no more than 35% of their household gross income. A first-time home buyer is someone who has not owned a home in the last three years. Owning land

without a habitable structure does not disqualify an applicant.

Financial Impact:

Eligible costs that can be reimbursed by HCD include the cost of program administration of up to 10% per mortgage assistance disbursements and up to 20% of owner-occupied rehabilitation disbursements. There is no match requirement. There is no anticipated impact on the general fund.

**RESOLUTION OF THE GOVERNING BODY OF
TOWN OF PARADISE**

**2024 HOMEOWNERSHIP SUPER NOFA (HOSN), CALHOME, ROUND 2 FIRST TIME
HOMEBUYER MORTGAGE ASSISTANCE AND OWNER-OCCUPIED
REHABILITATION PROGRAMS**

RESOLUTION NO.: 2025-

WHEREAS, the California Department of Housing and Community Development ("Department"), as authorized by the California General Fund, CalHome Proposition 46 and Proposition 1C, and the Building Homes and Jobs Act (Sen. Bill No. 2 (2017-2018 Reg. Sess)) §1: 2022 and 2023 CalHome has issued a Homeownership Super Notice of Funding Availability, dated Dec. 12, 2024, and amended on Jan. 25, 2025 ("Homeownership Super NOFA"). The Homeownership Super NOFA provides funding under the following programs for homeownership: the CalHome Program and the Joe Serna, Jr., Farmworker Housing Grant Fund.

WHEREAS, **the Town of Paradise**, a municipal corporation ("Public Entity"), submitted an application to the Department in response to the Homeownership Super NOFA (the "Application") and was determined to be an eligible Grant Recipient under one or more of the foregoing programs (the "Program(s)") pursuant to that certain conditional award letter, dated Oct. 27, 2025 (the "Conditional Award Commitment").

WHEREAS, pursuant to the Conditional Award Commitment, the Department made conditional awards to the Public Entity as follows:

Program	Award
CalHome Program Mortgage Assistance	\$3,858,750
CalHome Program Owner Occupied Rehabilitation	\$1,140,000
Total:	\$4,998,750

WHEREAS, each and all of the awards expressly identified above will hereinafter be referred to, both individually and collectively, as the "Program Award."

NOW, THEREFORE, IT IS RESOLVED, that the Public Entity is hereby authorized and directed to act in connection with the Program Award.

RESOLVED FURTHER: Public Entity is hereby authorized and directed to accept and incur an obligation for the Program Award. That in connection with the total amount of the Program Award, the Public Entity is authorized and directed to enter into, execute, and deliver one or more, Standard Agreement(s), and any and all other documents required or deemed necessary or appropriate to secure the Program Award

from the Department and to participate in the relevant Program(s), and all amendments thereto (collectively, the "Program Award Documents").

RESOLVED FURTHER: Public Entity acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement(s), and that the Homeownership Super NOFA and the Application will be incorporated by reference therein and made a part thereof. Public Entity also acknowledges and agrees that any and all activities, expenditures, information, and timelines represented and described in the Application are enforceable through the relevant Standard Agreement(s). Public Entity also acknowledges and agrees that Program Award funds are to be expended only on the eligible uses and activities identified in the relevant Standard Agreement(s).

RESOLVED FURTHER: That the Mayor, the Town Manager, or their designee, is hereby authorized to execute the Program Award Documents on behalf of the Public Entity.

AYES:

NOES:

ABSENT:

ABSTAIN:

Steve Crowder, Mayor

ATTEST:

Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

CERTIFICATE OF THE ATTESTING OFFICER OF THE PUBLIC ENTITY

The undersigned, **Town Clerk** of the Public Entity, does hereby attest and certify that the foregoing is a true, full and correct copy of a resolution that was duly adopted by the Public Entity's governing body on **Nov. 12, 2025**, and that the resolution has not been altered, amended, modified, repealed, rescinded, or annulled.

DATE: _____

Melanie Elvis, Town Clerk

Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.



Town of Paradise
Council Agenda Summary
Date: November 12, 2025

Agenda Item: 6(a)

ORIGINATED BY: Marc Mattox, Public Works Director
REVIEWED BY: Mike O'Brien, Interim Town Manager
SUBJECT: Public Works Position Control & Reclassification
LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Consider modifying the Town of Paradise Public Works Department Position Control to remove (1) Sr. Maintenance Worker and add (1) Maintenance Worker I/II; and,
2. Approve the reclassification of the Public Works Administrative Assistant to Program Analyst and the correlating budget adjustment; and,
3. Adopt Resolution No. ____ "A Resolution of the Town Council of the Town of Paradise, California, Amending the Salary Pay Plan to Include Program Analyst for the Fiscal Year 2025-2026." (ROLL CALL VOTE)

Background:

Background 1 of 2

With the recent retirement of the Town's Senior Maintenance Worker, the Public Works Department reviewed the current team structure and workload distribution within the Maintenance Division. This evaluation identified that the division's operational needs are more closely aligned with the skillsets and flexibility of entry-level and journey-level Maintenance Workers (I/II) rather than a senior-level position.

The Senior Maintenance Worker classification was historically valuable for field leadership and oversight, but the current team composition includes experienced staff capable of mentoring and providing field guidance. The Department's greatest staffing need now lies in adding hands-on support for daily maintenance tasks, roadside vegetation control, drainage systems upkeep, and other critical functions.

Background 2 of 2

The Town of Paradise currently employs one (1) Administrative Assistant within the Public Works Department. Since their appointment, the incumbent has assumed duties and responsibilities that extend significantly beyond the scope of the Administrative Assistant classification. Over time, this position has evolved to include complex program coordination, financial tracking, contract administration, and compliance support functions directly tied to the Town's extensive grant-funded capital and recovery programs.

The employee's work now routinely involves preparation and monitoring of multi-fund budgets, coordination of reimbursement documentation for state and federal funding (including FEMA, Cal OES, and CDBG-DR programs), development and maintenance of detailed fiscal records, and

participation in project and contract management activities. These functions require a level of analytical, technical, and independent judgment not contemplated within the Administrative Assistant classification.

Analysis:

Analysis 1 of 2

Reallocating the vacant Senior Maintenance Worker position to a Maintenance Worker I/II classification will allow the Department to recruit a versatile team member capable of performing a broad range of maintenance and fieldwork duties, while aligning with the Town's long-term succession and workforce development goals. This adjustment will also provide flexibility to recruit at the appropriate level based on candidate experience, support efficient crew deployment, and optimize available personnel resources for year-round maintenance operations.

This action modifies position control only and does not result in a net increase to authorized staffing or departmental budget appropriations.

Analysis 2 of 2

The proposed Program Analyst classification was developed to more accurately reflect the position's current scope and complexity while retaining the essential administrative foundation of the existing role. The new class integrates the clerical and customer service elements of the Administrative Assistant position with the fiscal, analytical, and compliance functions comparable to those found in the Town's Accounting Analyst classification. This blended structure allows the department to maintain continuity in administrative support while recognizing the professional-level work being performed in fiscal and program coordination.

Reclassification to the Program Analyst role also aligns with the Town's ongoing organizational recovery efforts. Public Works continues to manage a high volume of capital and grant-funded projects requiring rigorous documentation, reporting, and coordination between departments and external agencies. The incumbent's expanded role in these activities has become essential to maintaining program efficiency, ensuring funding compliance, and reducing audit risk.

This reclassification does not create a new staff position or increase departmental headcount; rather, it adjusts the existing classification and compensation to reflect the actual duties performed. With this reclassification, position costs will be accounted for in applicable project and grant administration costs commensurate with the work performed by the position.

Financial Impact:

Public Works Maintenance Division Position Control

Action: Adjust current vacancy from Sr Maintenance Worker to Maintenance Worker I/II

25/26 Budget Impact: -\$14,486

Annual Budget Impact: -\$60,842

Reclassification

Action: Reclassify the Public Works Administrative Assistant Reclassification to Program Analyst

25/26 Budget Impact: +\$7,905

Annual Budget Impact: +\$14,643

**TOWN OF PARADISE
RESOLUTION NO. 2025-____**

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

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

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

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

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 12th day of November 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Steve Crowder, Mayor

ATTEST:

Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

New Job Classification Descriptions

PROGRAM ANALYST



PROGRAM ANALYST

DEFINITION

Under general supervision, performs a variety of professional, administrative, analytical, and fiscal duties supporting departmental operations and programs. Responsibilities include assisting with budget preparation, purchasing, contract management, and project documentation; maintaining detailed records for reimbursements, grants, and compliance; preparing complex reports; and providing general administrative support requiring independent judgment and knowledge of departmental functions, policies, and procedures.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned management or supervisory personnel. Exercises no supervision over staff.

CLASS CHARACTERISTICS

This is a professional, journey-level classification that combines administrative support and analytical duties with fiscal, program, and project coordination responsibilities. Employees in this classification perform duties requiring greater technical expertise, analytical ability, and independent judgment than the Administrative Assistant classification. The Program Analyst supports department operations by coordinating program activities, preparing and maintaining records for compliance and reimbursement, and assisting with financial tracking and reporting for grants and capital projects.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

- Provides responsible professional and technical assistance in the administration and implementation of department programs, projects, and financial activities.
- Assists with the development, monitoring, and tracking of operating and capital project budgets; prepares periodic reports on revenues, expenditures, and variances.
- Prepares reimbursement requests, invoices, and supporting documentation for state and federal programs (e.g., FEMA, Cal OES, Caltrans).
- Performs various accounting and administrative support tasks such as processing purchase orders, monitoring budget and account balances, auditing invoices, reconciling accounts, and tracking project expenditures.
- Coordinates departmental purchasing and procurement activities; ensures compliance with Town policies and grant funding requirements.
- Conducts research, collects and analyzes data, and prepares analytical and statistical reports on assigned projects and programs.
- Coordinates and prepares contracts, professional service agreements, and task orders; maintains files, insurance certificates, and contract compliance documentation.
- Maintains records management systems, databases, and filing structures for project and financial information, ensuring accuracy, accessibility, and audit readiness.
- Drafts, edits, and prepares staff reports, correspondence, agendas, and informational materials for

internal and public distribution.

- Serves as point of contact for assigned department; assists the public, contractors, consultants, and other agencies by providing information regarding Town programs, processes, and requirements.
- Schedules and coordinates meetings, conferences, and trainings; assists with presentation materials and meeting logistics.
- Monitors changes in applicable laws, regulations, and program guidelines and assists in implementing required updates to policies and procedures.
- Participates in training, workshops, and professional development activities to remain current on program administration, funding compliance, and local government operations.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of public administration, budget monitoring, and program management.
- General accounting and fiscal management practices related to public agency operations.
- Procedures for preparing and processing contracts, purchase orders, and invoices.
- Grant administration and compliance requirements for federal and state funding sources.
- Departmental operations, services, and programs.
- Record keeping, data management, and document retention procedures.
- Applicable federal, state, and local laws, regulations, codes, and procedures relevant to assigned area of responsibility.
- Research methods, data analysis, and report preparation techniques.
- Business letter writing and standard formats for reports and correspondence.
- Techniques for providing a high level of customer service to the public and Town staff.
- Modern office practices, equipment, and software applications, including Microsoft Office Suite.

Ability to:

- Perform professional administrative and fiscal work requiring independent judgment and initiative.
- Analyze administrative and financial data, identify issues, and develop recommendations.
- Interpret and apply applicable rules, regulations, and procedures.
- Prepare clear and concise written reports, correspondence, and documentation.
- Coordinate multiple projects and meet critical deadlines.
- Maintain accurate and detailed records, files, and databases.
- Communicate effectively, both orally and in writing.
- Exercise tact, discretion, and sound judgment in dealing with confidential or sensitive matters.
- Establish and maintain cooperative working relationships with staff, officials, contractors, and the public.

Education and Experience:

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

Equivalent to an Associate's degree in business administration, accounting, public administration, or a closely related field and three (3) years of increasingly responsible administrative, fiscal, or program coordination experience, preferably in a public agency setting. A Bachelor's degree may substitute for one year of experience.

Licenses and Certifications:

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

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

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

**TOWN OF PARADISE
RESOLUTION NO. 2025-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA,
AMENDING THE SALARY PAY PLAN TO INCLUDE PROGRAM ANALYST
FOR THE FISCAL YEAR 2025-2026**

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

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

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 12th day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Steve Crowder, Mayor

ATTEST:

Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

Scott Huber, Town Attorney

TOWN OF PARADISE
SALARY PAY PLAN FY 2025/26

11/12/2025

Head Count	Auth FTE's	Budget FTE	Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
1.00	1.00	1.00	Program Analyst							
			HOURLY	40	34.25	35.96	37.76	39.65	41.63	43.71
			BIWEEKLY		80	2,740.00	2,876.80	3,020.80	3,172.00	3,496.80
			MONTHLY		173	5,936.67	6,233.07	6,545.07	6,872.67	7,576.40
			ANNUAL		2,080	71,240.00	74,796.80	78,540.80	82,472.00	90,916.80



Town of Paradise

Council Agenda Summary

Agenda Item: 6(b)

Date: November 12, 2025

ORIGINATED BY: Marc Mattox, Public Works Director
REVIEWED BY: Mike O'Brien, Interim Town Manager
SUBJECT: Facilities Master Plan Direction and Town Hall Security Upgrades

LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Review and approve the release of a Request for Proposals relating to the Facilities Master Plan and Corporation Yard / Fire Station 82 Planning-Design Services. (ROLL CALL VOTE)

Background:

Since the 2018 Camp Fire, various staff, consultants, and legal teams have been working with the Town's insurance provider with recent resolutions reached. In this time, the Town of Paradise's progress in facility recovery has been hamstrung by the uncertainty to budget and value of losses that can be dedicated to rebuilding.

The Town of Paradise lost five structures resulting from the 2018 Camp Fire, listed below:

- Fire Station 83 (Wagstaff Road)
- Public Works Corporation Yard (American Way)
- Quonset Hut (Pearson Road at Sierra Park Drive)
- Pentz Road Residence (Pearson Road at Pentz Road)
- Jeffords Building (Black Olive Drive)

The Town of Paradise is recently in receipt of its insurance settlement proceeds relating to structure and non-structure losses resulting from the Camp Fire.

On February 11, 2025 Paradise Town Council appointed two Councilmembers (Councilmember Bolin and Culleton) to serve on a Facilities Ad Hoc Committee to review and advise on next steps relating to the Town of Paradise's overall facilities as well as facilities replacement needs resulting from the 2018 Camp Fire. The mission of the Committee is to assess all Town-owned buildings and properties to determine which should be repaired, rebuilt, repurposed, or considered for disposal. The goal is to support recovery and future operations by aligning facility decisions with current conditions, resources, departmental needs, and long-term community priorities.

On October 14, 2025, Paradise Town Council:

- Acknowledged a progress report of the Facilities Committee;
- Established a Long-Range Facilities fund; and,
- Dedicated funds for short-term security improvements at Town Hall;

- Directed staff to meet again with the Facilities Ad Hoc Committee to consider the need for hiring a consultant team to prepare a Facilities Master Plan.

Analysis:

The Facilities Ad Hoc Committee has met and refined a vision for next steps. Staff has prepared a new Request for Proposals for Council to review and potentially approve for release.

Broadly, the Request for Proposals...

- Engages a qualified architectural and engineering firm to complete a Town-wide Facilities Master Plan within six months.
- Requires an early, four-week analysis of Corporation Yard site options — rebuild at the old site, relocate, or co-locate with Fire Station 82 at the Sawmill/Pearson property.
- After the Council selects a site, the consultant will prepare design plans and bid documents for a new Corporation Yard while the broader Master Plan wraps up.
- Partners with CalFire to explore proven fire station design concepts that could be efficiently adapted for a future Fire Station 82 project.
- Includes full cost estimating and implementation recommendations to guide fiscally responsible decisions for all Town facilities.

A copy of the “Facilities Master Plan and Corporation Yard / Fire Station 82 Planning-Design Services” Request for Proposals, including a full Scope of Work, is included in this Agenda Summary for review.

If approved, Council could expect consideration of contract award in January 2026.

Financial Impact:

Funding for the Facilities Master Plan will be sourced from the Long-Range Facilities Fund (G/L Account Number 7651.00.0000.3901.145). Staff will present more information on costs for the services upon selection of the consultant team for contract award.

TOWN OF PARADISE



REQUEST FOR PROPOSAL

FOR

**FACILITIES MASTER PLAN AND CORPORATION YARD / FIRE STATION 82 PLANNING-DESIGN
SERVICES**

TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT
5555 SKYWAY
PARADISE, CA 95969

NO. RFP 2025-004

PUBLISH DATE:

NOVEMBER XX, 2025

SUBMISSION DATE:

NO LATER THAN 4:00 PM DECEMBER XX, 2025

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TABLE OF CONTENTS

SECTION 1 - REQUEST FOR PROPOSAL 2

SECTION 2 - BACKGROUND 4

SECTION 3 - SCOPE OF SERVICES 5

SECTION 4 - CONTRACTOR QUALIFICATIONS & CONDITIONS 8

SECTION 5 - PROPOSAL REQUIREMENTS..... 10

SECTION 6 - EVALUATION CRITERIA 12

APPENDIX A – TOWN OF PARADISE FACILITIES & PARCELS 13

APPENDIX B – PROPOSED CONTRACT AGREEMENT 15

SECTION 1 - REQUEST FOR PROPOSAL

The Town of Paradise is requesting proposals to enter into a three year agreement with a properly licensed vendor to provide facility planning and design services.

The proposals submitted in response to this Request for Proposals (RFP) will be used as a basis for selecting the contractor for this project. The contractor's proposal will be evaluated and ranked according to the criteria provided in the "Evaluation Criteria" section of this RFP.

Examination of Sites of Work, Scope of Work, and Contract:

The contractor shall examine carefully the sites of the work contemplated, the scope of work, and the proposal and contract forms. The submission of a proposal shall be conclusive evidence that the contractor has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the materials to be furnished, and the requirements of the proposal and contract.

Addendums:

Addenda to this RFP, if issued, will be sent to all prospective contractors to whom the Town has specifically mailed a copy of the RFP to and will be posted on the Town's website at: [Town of Paradise - Bid Notices](#)

It shall be the contractor's responsibility for checking the Town's website to obtain any addenda that may be issued.

Proposal Submission:

The contractor's attention is directed to the "Proposal Requirements" section of this RFP.

One (1) electronic copy and five (5) hard copies of the proposal shall be submitted in a sealed package clearly marked "Facility Master Plan and Design Services" to the Town of Paradise prior to 4:00 p.m., **MMMM DD, YYYY** addressed as follows:

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

Late Proposals:

Proposals received after the time and date specified above will not be considered and will be returned to the contractor.

Proposal Withdrawal:

Any proposal received prior to the time and date specified above may be withdrawn or modified by written request of the contractor. To be considered, however, the modified proposal must be received prior to 4:00 P.M., **MMMM DD, YYYY**.

Rejection of Proposal:

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective contractor will be rejected.

Rights Reserved:

This RFP does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Town reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified contractor, or to modify or cancel in part or in its entirety the RFP if it is in the best interest of the Town to do so. Furthermore, a contract award shall not be made based solely on price. Town reserves the right to waive non-material provisions on a proposal

The prospective contractor is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Town.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

A sample Professional Services Agreement is included as an Attachment to this Proposal request. Proposals shall confirm that the prospective contractor has reviewed the sample agreement and shall include any concerns or changes the prospective contractor may wish to voice, as well as any requirements the prospective contractor will be unable to satisfy regarding the agreement. In particular, please review the insurance requirements specified in the Professional Services Agreement.

Inquiries:

For inquiries regarding this contract, please contact Marc Mattox, (530) 872-6291 x125, mmattox@townofparadise.com.

Compliance with Laws:

All proposals shall comply with current federal, state, and other laws relative thereto. Contractor further agrees that the services proposed comply with all applicable Federal and State Occupational Safety and Health laws, standards for regulations, and that contractor will indemnify and hold the Town harmless for any failure to conform.

SECTION 2 - BACKGROUND

The Town of Paradise invites proposals from qualified Architectural and Engineering (A&E) firms to prepare a comprehensive Facilities Master Plan (FMP) and to provide A&E services for the design of a new Public Works Corporation Yard.

The Facilities Master Plan will evaluate all Town-owned facilities and parcels to determine which should be retained, modernized, replaced, repurposed, or considered for disposal, and will guide long-range facility investments.

Simultaneously, the consultant shall fast-track the Corporation Yard analysis and concept design, including evaluation of siting options (rebuild at existing site, relocate, or co-locate with Fire Station 82). Once the Town Council selects a preferred site, the consultant will proceed with full design and bid preparation for the Corporation Yard.

The Facilities Master Plan shall be completed within six (6) months of Notice to Proceed. The Corporation Yard design and bidding documents may extend an additional two (2) months, proceeding in parallel after Council site selection. The contract itself shall be for a period of three years or until the completion of the construction of the Corporation Yard, whichever is sooner, unless extended by the Town Council.

Proposals will be evaluated and ranked by staff. Based upon the rankings, Town of Paradise will attempt to enter into a contract with the highest ranked team.

SECTION 3 - SCOPE OF SERVICES

Goals and Objectives:

- Deliver a Townwide Facilities Master Plan that prioritizes modernization, safety, and long-term sustainability.
- Complete Corporation Yard site evaluation within four (4) weeks of project start.
- Prepare a Council-ready recommendation for the preferred Corporation Yard site.
- After Council direction, advance Corporation Yard design and bid preparation while the FMP concludes on schedule.
- Provide cost estimating and implementation strategies for all major facilities to ensure a prudent, fiscally responsible approach

Task 1 – Project Initiation and Coordination

- Conduct kickoff meeting with staff and Ad Hoc Facilities Committee.
- Review previous facility data, insurance settlement information, and as-built drawings.
- Develop a detailed schedule showing FMP completion within six months and Corporation Yard design completion within eight months.
- Establish communication protocols and deliverable deadlines.

Deliverables: Project Work Plan and Schedule.

Task 2 – Corporation Yard Site Selection and Feasibility (Weeks 1–4)

- Complete within four weeks of Notice to Proceed.
- Evaluate the following siting options:
 - Rebuild on the existing American Way site.
 - Co-locate with proposed Fire Station 82 at Sawmill/Pearson.
 - Relocate to an alternative Town-owned or private parcel (including off-market properties).
- Evaluation Criteria:
Parcel size and configuration; access and circulation; zoning; utilities; topography; fire risk; drainage; defensible space; land cost and acquisition feasibility; environmental constraints; and potential for future expansion or shared use.

Deliverables: Comparative Site Selection Matrix (pros/cons, constraints, relative costs), Preferred Site Recommendation Report with conceptual layouts and cost implications.

Task 3 – Facilities Master Plan Development (Concurrent with Task 2)

- Facility Assessments: Evaluate all Town-owned buildings for condition, safety, code compliance, energy efficiency, and space adequacy.
- Operational and Space Needs: Interview department heads, identify standards, and project future staffing/equipment needs.
- Vacant Parcel Evaluation: Inventory Town-owned parcels and recommend retention, reuse, or disposal.

Deliverables: Facility Condition Sheets, Space Needs Matrix, Parcel Evaluation Matrix.

Task 4 – Future Facility Planning and Cost Analysis

- Develop alternatives for each major facility (retain, renovate, replace, co-locate).
- Prepare planning-level cost estimates and phasing recommendations.
- Identify priority projects and funding strategies aligned with the Long-Range Facilities Fund.

Deliverables: Alternatives Matrix, Draft Implementation Plan, and Cost Table.

Task 5 – Corporation Yard Design and Bid Preparation (Parallel Track)

- Upon Council direction on the preferred site, proceed with A&E services for the Corporation Yard project:
- Schematic Design: confirm program, layout, and concept cost estimate.
- Design Development: refine architecture, utilities, grading, and structural systems.
- Construction Documents: prepare plans, specifications, and engineer's estimate suitable for competitive public bidding.
- Bidding Assistance: respond to RFIs, prepare addenda, and support Town staff during the bid process.

Deliverables: 30%, 60%, 90%, 100% design submittals; bid-ready PS&E package; engineer's estimate.

Task 6 – Construction Administration (Corporation Yard)

- Provide professional services through construction, including:
- Pre-construction conference participation.
- Review of submittals, RFIs, and change orders.
- Periodic site observations and reports.
- Review of payment applications and project closeout.
- Record Drawings (As-Builts).

Task 7 – Final Facilities Master Plan

- Integrate all assessments, parcel evaluations, and cost analyses.
- Incorporate Corporation Yard and Fire Station 82 recommendations.
- Provide policy guidance for future facility management and fund allocation.
- Present the Draft and Final FMP to the Ad Hoc Facilities Committee and Town Council for adoption.

Deliverables: Draft and Final Facilities Master Plan Reports (PDF + 3 bound copies).

Optional Tasks

At the Town's sole discretion, following review and acceptance of the Final Facilities Master Plan Reports, Town Council may authorize the team to continue in the following Tasks:

Task 8 (Optional) – Fire Station 82 Design and Bid Preparation (Parallel Track)

- Upon Council direction on the preferred site, proceed with A&E services for the Fire Station 82 project:
- Schematic Design: confirm program, layout, and concept cost estimate.
- Design Development: refine architecture, utilities, grading, and structural systems.

- Construction Documents: prepare plans, specifications, and engineer's estimate suitable for competitive public bidding.
- Bidding Assistance: respond to RFIs, prepare addenda, and support Town staff during the bid process.

Deliverables: 30%, 60%, 90%, 100% design submittals; bid-ready PS&E package; engineer's estimate.

Task 9 (Optional) – Construction Administration (Fire Station 82)

- Provide professional services through construction, including:
- Pre-construction conference participation.
- Review of submittals, RFIs, and change orders.
- Periodic site observations and reports.
- Review of payment applications and project closeout.
- Record Drawings (As-Builts).

Project Schedule

Task	Description	Duration	Key Milestone
1	Project Kickoff	2 weeks	Kickoff completed
2	Corporation Yard Site Analysis	4 weeks	Preferred site recommendation
3–4	Facility Assessments & Alternatives	16 weeks	Mid-point Ad Hoc review
5	Corporation Yard Design (post-Council direction)	16 weeks (months 4–8)	Bid-ready PS&E package
6	Construction Administration	As required	Ongoing support
7	Final FMP	6 months	Council adoption

Deliverables Summary

Project Work Plan	Schedule with parallel coordination plan
Site Selection Matrix	Evaluation of Corporation Yard alternatives
Preferred Site Report	Recommendation and concept layouts
Facility & Parcel Assessments	Individual facility condition sheets
Cost Estimate Summary	Facility modernization cost data
Corporation Yard PS&E	Bid-ready drawings and engineer's estimate

SECTION 4 - CONTRACTOR QUALIFICATIONS & CONDITIONS

A. Minimum Qualifications

Proposing firms (or teams) must demonstrate experience and capability to perform all tasks described in the Scope of Work. The Town expects the selected firm to provide comprehensive architectural, engineering, and planning services supported by a qualified team with direct experience in municipal facilities planning and design.

At a minimum, the proposing firm or project team shall have:

- Municipal Facilities Planning Experience – At least three (3) successfully completed Facilities Master Plans for local governments or special districts within the last ten (10) years, preferably including public works, administrative, and emergency response facilities.
- Architectural and Engineering Design Capability – Demonstrated ability to deliver full design services for civic or public works facilities, including building, civil, structural, electrical, and mechanical disciplines.
- Site Analysis and Feasibility Experience – Proven success in evaluating and selecting facility sites, including environmental, access, and utility considerations.
- Cost Estimating and Phasing Expertise – Ability to prepare accurate, data-driven cost estimates and phasing plans to guide decision-making and funding allocations.
- Public Bidding and Construction Administration Experience – Familiarity with California public contracting and bid document preparation (PS&E), and experience providing construction-phase services for public agencies.
- Fire Station or Emergency Facility Experience – Experience developing or adapting design standards for fire stations, including projects coordinated with CalFire or similar state or local agencies, is highly desirable.
- Project Management and Team Coordination – Demonstrated capacity to manage complex, multi-discipline projects on schedule and within budget, with clear communication and responsive collaboration.

B. Key Personnel

The proposal shall identify key personnel who will be assigned to this project, including the Project Manager, Lead Architect, Civil Engineer, Cost Estimator, and any key subconsultants.

The Project Manager shall serve as the single point of contact for the Town and will be responsible for the day-to-day coordination of all activities.

Resumes summarizing relevant qualifications and project experience shall be provided for all key personnel.

No substitution of key personnel shall occur without prior written approval by the Town.

C. Subconsultants

If subconsultants are proposed, the prime firm must clearly identify their roles and relevant qualifications. The Town reserves the right to approve or reject any proposed subconsultants. The selected firm will remain fully responsible for the satisfactory performance of all work, regardless of subcontracting arrangements.

D. Conditions of Engagement

Professional Licensure – The prime consultant must hold an active California Architect license or California Professional Engineer license, as applicable, and all subconsultants must be properly licensed in their respective disciplines.

Insurance Requirements – The selected firm shall maintain insurance coverage meeting Town requirements, including professional liability, general liability, automobile, and workers' compensation.

Conflict of Interest – Proposers must disclose any potential conflicts of interest that could influence or be perceived to influence the performance of services under this contract.

Compliance with Laws – The selected firm must comply with all applicable federal, state, and local regulations, including those governing equal employment opportunity and prevailing wage laws if construction-phase services are performed.

Non-Collusion and Debarment – By submitting a proposal, the proposer certifies that the proposal is genuine, not collusive, and that neither the firm nor its principals are debarred from participation in public contracts in the State of California.

Ownership of Documents – All work products, data, reports, drawings, and specifications prepared under this contract shall become the property of the Town of Paradise upon completion or termination of the contract.

Town's Right to Reject – The Town reserves the right to reject any or all proposals, waive irregularities, and select the proposal deemed most advantageous to the Town.

E. Desired Attributes

- The Town encourages proposers to highlight relevant expertise in:
- Post-disaster facility recovery and reconstruction planning.
- Sustainable and resilient facility design strategies.
- Cost-effective project delivery approaches for small or mid-sized municipalities.
- Collaboration with CalFire or other state agencies on shared or prototype fire station concepts.

SECTION 5 - PROPOSAL REQUIREMENTS

Proposals shall contain the following information:

Introductory Letter:

The introductory letter shall be addressed to:

Mike O'Brien
Interim Town Manager
Town of Paradise
5555 Skyway
Paradise, CA 95969

Capability and Experience of Consultant

In addition to acknowledging the entire Scope of Work contained in this Request for Proposals (RFP), the Consultant shall provide the following information:

- **Resources and Project Team:** Specify the resources the Consultant will dedicate to the Scope of Work, including project management, architectural, engineering, planning, cost estimating, and construction administration staff. Identify key personnel and their specific roles in delivery of the Facilities Master Plan, Corporation Yard design, and Fire Station 82 concept planning efforts.
- **Organizational Chart:** Provide an organizational chart depicting the Consultant's project team structure, including all key staff and subconsultants, their disciplines, and lines of responsibility. Identify the Project Manager who will serve as the Town's single point of contact and show reporting relationships among team members.
- **Key Staff Qualifications:** Present job qualifications and relevant experience of all key staff, including the Project Manager, Lead Architect, Civil Engineer, Structural Engineer, Cost Estimator, and any discipline leads (mechanical, electrical, plumbing, etc.). Emphasis should be placed on experience with municipal facilities, corporation yards, fire stations, and facility master planning.
- **Training, Safety, and Quality Control:** Describe the firm's internal quality control procedures, training programs, and safety policies relevant to the performance of architectural and engineering design services. Indicate how the firm ensures compliance with state and federal regulations, codes, and professional standards.
- **CalFire Coordination Experience (Preferred):** Identify any previous experience collaborating with CalFire or similar state agencies on fire station design, prototype development, or co-located facilities.

Past Performance

Consultant shall provide a written description of past performance on projects of similar size and scope, including:

- Development of facilities master plans or capital improvement plans for municipalities or public agencies;
- Design of public works or emergency service facilities (such as corporation yards or fire stations);
- Reliability in meeting schedules, adherence to budgets, and responsiveness to client direction; and
- Examples of how change management or scope modifications were handled.

Consultant shall include in their proposal a list of at least four (4) references for work of similar nature and complexity. References should preferably include public sector clients.

Each reference shall include:

- Agency or organization name;
- Contact person and title;
- Phone number and email address; and
- Project name, type of services provided, and completion date.

References will be contacted to assess the Consultant's quality of work, communication, and project management performance.

Fee Schedule

Consultant shall submit a comprehensive fee schedule consistent with the Scope of Work. The proposed fee shall clearly separate work items to enable flexibility and transparency.

At a minimum, the Fee Schedule shall include the following:

- Facilities Master Plan (lump sum):
 - All tasks associated with data collection, facility assessments, cost analyses, Fire Station 82 concept planning, and preparation of draft and final reports.
- Corporation Yard Site Evaluation and Conceptual Design (lump sum):
 - All tasks through Council approval of a preferred site and schematic-level design.
- Corporation Yard Design and Bid Document Preparation (lump sum or not-to-exceed):
 - Full A&E design services to prepare construction documents, bid support, and cost estimating.
- Construction Administration (time and materials / hourly rates):
 - Hourly rates and estimated hours for construction-phase services, as applicable.
- Additional Services (Hourly Rate Schedule):
 - Billing rates for all proposed personnel and subconsultants for potential future tasks not specifically identified in the base Scope of Work.

All costs shall include overhead, profit, travel, printing, and incidentals. The Town will not reimburse for expenses not specifically identified in the approved contract.

Conflict of Interest Statement

Consultant shall disclose any financial, business, or other relationship with the Town that may have an impact upon the outcome of this contract. The Consultant shall also list any current clients who may have a financial interest in the outcome of this contract or in projects potentially affected by the Town's facilities planning or site selection decisions.

The Town reserves the right to determine the existence of any conflicts of interest and to take such steps as may be necessary to ensure a fair and impartial procurement process.

SECTION 6 - EVALUATION CRITERIA

Evaluation Methodology:

A review committee selected by Town staff shall use a point formula to evaluate each proposal. Each member of the review committee will first score each proposal by the criteria described below. The review committee will then meet to compare and discuss the evaluations and combine the individual scores to determine a composite score for each proposal.

The review committee will evaluate and rate the proposals based on the evaluation criteria below:

<u>Evaluation Criteria</u>	<u>Maximum Score</u>
Compliance with the Request for Proposals	10 points
Capability and Experience of Contractor	30 points
Past Performance	30 points
Reference Checks	10 points
Cost for services and extra work	<u>10 points</u>
Total:	100 points

Contract Award:

Contract award will be made to the contractor deemed to be the most responsive, responsible, and experienced, who displays the qualifications best corresponding with the Town's interests, and possesses the means to fully and faithfully execute the scope of work specified. The Town shall be the sole judge of whether or not a contractor meets these requirements.

The review committee will make a recommendation of award to the Town Council.

Disqualification:

A contractor may be disqualified for any of the following without further consideration:

- Incomplete proposal
- Lack of experience, responsibility as shown by past work, references, or other factors, and license or certificates
- Default or termination of other contracts
- Omission, inaccuracy, misstatement, or failure to file all required documents
- Other causes as the Town deems appropriate at the Town's sole discretion

Town Properties with Structures

ID	Site Address	Size (acres)	Notes
1	5555 Skyway	1.78	Town Hall
2	6295 Skyway	1.39	Building Resiliency Center
3	5595 Black Olive Drive	1.39	Paradise Police Department
4	5631 & 5619 Black Olive Drive	0.24	Temporary Public Works Offices
5	767 Birch Street	0.60	Fire Station 81
6	767 Birch Street	0.14	Fleet Shop
7	925 & 933 American Way	4.80	PW Corporation Yard, Animal Shelter, Green Waste
8	5545 S Libby Road	0.12	Fire Station 82

Town Properties as Vacant Land

ID	Site Address	Size (acres)	Notes
9	5456 Black Olive Drive	0.24	Burned "Jeffords Building" property
10	5657 Sierra Park Drive	0.44	Burned Quonset Hut property with sand
11	5625 Sierra Park Drive	0.32	Orphan property
12	5691 Black Olive Drive	0.18	Tax defaulted property under acquisition process
13	834 Fir Street	0.18	Tax defaulted property under acquisition process
14	5560 Berry Creek Drive	5.57	Property planned to be leased to PRPD
15	Dudley Lane	46.82	Joint property between stakeholders
16	1181 Pearson Road	4.80	Acquired post-Camp Fire
17	5733 Pentz Road	0.84	Burned residence for potential future Fire Station 82
18	1250 Wagstaff Road	0.47	Burned Station 83
19	Anchor Way	TBD	Newly discovered County "road" transfer



Town of Paradise Facilities Inventory Facility Listing

APPENDIX B – PROPOSED CONTRACT AGREEMENT



Town of Paradise
Council Agenda Summary
Date: November 12, 2025

Agenda Item: 6(c)

ORIGINATED BY: Marc Mattox, Director of Public Works
REVIEWED BY: Michael O'Brien, Interim Town Manager
SUBJECT: Paradise Sewer Project: Wastewater Treatment Facility design team procurement.
LONG TERM RECOVERY PLAN: Yes – Tier 1, Sewer
COUNCIL ACTION REQUESTED:

1. Consider concurring with staff's recommendation of Carollo Engineers, to perform professional civil engineering and design services to complete design of a new Wastewater Treatment Facility to be the Local Treatment Option for The Paradise Sewer Project; and:
2. Direct staff to enter negotiations with Carollo Engineers to reach and execute a funding-compliant agreement approved and executed by the Town Manager and Town Attorney.
3. Adopt Resolution 2025-_____ "A Resolution of the Town Council of the Town of Paradise, Designating Authority to the Paradise Town Manager To Execute The Agreement for Professional Services and Individual Task Orders Under the Resultant Master Agreement for RFQ 2025-003 Design Services for Paradise Sewer Project: Wastewater Treatment Facility, up to the Maximum Contract Aggregate Amount of \$4.5M to Expedite and Facilitate Design of a Local Treatment Option for the Paradise Sewer Project".

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. The Town has prepared numerous studies to address its need for a centralized wastewater treatment solution – focusing on areas of highest risk to environmental degradation associated with commercial and multi-family housing. The most recent proposed sewer service area included about 1,500 parcels, mostly along the Town's commercial and evacuation corridors, shown in dark orange (right).



Since the 2018 Camp Fire, which destroyed nearly 19,000 structures and displaced most of the Town's population, Paradise has faced the monumental task of rebuilding a safer, more resilient community. A key barrier to recovery has been the lack of a centralized sewer system, limiting the return of businesses and multi-family housing in key areas. The Paradise Sewer Project is

now seen as essential infrastructure—not only to meet modern environmental standards and protect groundwater—but also to unlock long-term housing and economic recovery for the entire community.

To this end in 2022, the Town of Paradise secured \$30 million for pre-construction phases of work (environmental, design, right of way, and permitting) through Community Development Block Grant Disaster Recovery Planning funds to facilitate the design phase of the Paradise Sewer Project. To augment staff capacity and bring necessary technical expertise, the Town of Paradise hired HDR to serve as their Owner's Agent in the pursuit of a full project delivery team for design and construction. The intent of this work was to continue delivery of the regional approach to the project, constructing a full collection system for 1,500 parcels in Paradise and exporting the wastewater to the City of Chico's Water Pollution Control Plant.

On December 10, 2024, staff provided an update to the Town Council which shared a brief project and project cost history. Due to the complexities associated with building a ground-up utility in the lens of a recovering population base amongst historical cost increases, a revised project approach needed to be taken. Council and community feedback informed staff that the project remained critical to our recovery from the 2018 Camp Fire and that many businesses and residents are relying on its imminent completion.

On January 21, 2025, Paradise Town Council provided staff direction on project next steps to commence efforts to modify the Project Description for the Paradise Sewer Project from a regional connection to the City of Chico to a potential local treatment plant option. Further direction was provided to analyze potential alternatives for a phased project approach to reach the full intended Sewer Service Area.

Staff provided a presentation at a Special Town Council Meeting on July 24, 2025 and reviewed a list of sewer system alternatives with preliminary evaluation results. A second Special Meeting was held on August 14, 2025, where the alternative listed below was selected, and direction was given to begin work on procurement of a design team for the new Paradise Wastewater Treatment Facility.

Alternative 1: Hybrid gravity/low-pressure collection system, aerated lagoon wastewater treatment, and percolation/evaporation pond effluent discharge.

- A hybrid gravity and low-pressure (STEP) sewer collections system would include gravity trunk mains following primary conveyance corridors and low-elevation areas or properties connected to the primary gravity trunk mains via low-pressure service
- Wastewater treatment using a series of aerated lagoons followed by a nitrification/denitrification process unit
- Treated effluent discharged to percolation/evaporation pond(s) for land discharge, regulated by a Waste Discharge Regulation (WDR) permit

On September 11, 2025 a Request for Qualifications (RFQ 2025-003) was published and released for firms to evaluate and submit Statement of Qualifications to be evaluated by staff. The SOQs included detailed information about the design firm's qualification's and experience designing Wastewater Treatment Facilities that are similar to the one needed for the Town of Paradise.

Analysis:

On October 27, 2025, a total of 4 Statement of Qualifications (SOQ) packages were submitted to the Town. To evaluate the SOQs, an Evaluation Committee was formed. The Committee was comprised of:

Steve Crowder, Town of Paradise Mayor
Heidi Lange, Town of Paradise Councilmember
Marc Sulik, Paradise Irrigation District Board Member
Marc Mattox, Town of Paradise Public Works Director
Colin Nelson, Town of Paradise Capital Projects Manager

Aggregate ranking amongst the five Committee members is shown below:

Firm Name	Total Score	Overall Rank
Carollo Engineers	5	1
BenEN	12	2
Dudek	13	3
SNH	20	4

Following a debrief, the unanimous recommendation was to select Carollo Engineers as the highest ranked firm for Council consideration to award.

Staff recommends approving the selection of Carollo Engineers to be the design engineer for the new Wastewater Treatment Facility and giving staff direction to begin negotiating a Master Services Agreement with an NTE of \$4.5M to design a new Wastewater Treatment Facility to be the local treatment option for the Paradise Sewer Project. The tentative Not to Exceed Amount stems from the Town's Independent Cost Estimate prepared for the Scope of Work. If awarded, staff would immediately commence negotiations with the selected consultant and report progress to the Ad Hoc Committee. In the event, negotiations are not successful within the initial NTE budget, staff would return to Council for further direction. A sample Agreement is included in this Agenda Summary.

Financial Impact:

The cost of the design for the Paradise Wastewater Treatment Facility will fit within the current \$30M design allocation through the Department of Housing and Community Development, Community Development Block Grant Disaster Recovery Funding.

**TOWN OF PARADISE
RESOLUTION NO. 2025- ____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
DESIGNATING AUTHORITY TO THE PARADISE TOWN MANAGER TO EXECUTE
THE AGREEMENT FOR PROFESSIONAL SERVICES AND INDIVIDUAL TASK
ORDERS UNDER THE RESULTANT MASTER AGREEMENT FOR RFQ 2025-003
PARADISE SEWER PROJECT: WASTEWATER TREATMENT PLANT FACILITY, UP
TO THE MAXIMUM CONTRACT AGGREGATE AMOUNTS OF FOUR MILLION FIVE
HUNDRED THOUSAND (\$4.5M) TO DESIGN A NEW WASTEWATER TREATMENT
FACILITY FOR THE PARADISE SEWER PROJECT.**

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

WHEREAS, the Town of Paradise has identified the Paradise Sewer Project as the most critical project to facilitate social and economic recovery;

WHEREAS, in an effort to revise the project costs and deliver a local version of the project that is affordable, scalable and permittable;

WHEREAS, RFQ 2025-003 was designed for a base term of three years with the possibility of two one-year extensions at the discretion of the Town Manager for a maximum term of five years;

WHEREAS, RFQ 2025-003 was designed for a not-to-exceed aggregate contract amount of \$4.5M to be issued as individual task orders;

WHEREAS, RFQ 2025-003 was prepared and reviewed for the most stringent of procurement standards, meeting Paradise Municipal Code, State and Federal requirements, including criteria set forth by California Water Board Department of Financial Assistance, US Environmental Protection Agency, Department of Housing and Urban Development, a California Department of Housing and Community Development, and other; and

WHEREAS, RFQ 2025-003 was advertised on September 11, 2025 for work specific to design of a new Wastewater Treatment Facility to serve as part of the Paradise Sewer Project, and includes :

- Project Management
- Design Engineering Services
- Funding Support
- Plan Check Reviews
- Preliminary Documents
- Field Investigations, and Data Collection and Analysis
- Topographic and Boundary Surveys
- Environmental Clearance
- Public Outreach
- Right-of-Way Acquisition and Support

- Utility/Other Agency Investigation and Coordination
- Geotechnical Investigation
- Bidding and Construction Support
- Construction Administrative Services

WHEREAS, RFQ 2025-003 yielded four responses by October 27, 2025 at 4:00 PM from the following firms:

1. Carollo Engineers
2. Dudek
3. Bennett Engineering
4. SNH Engineering

WHEREAS, each firm was evaluated by a five-member panel of Town staff and Ad Hoc Committee members using the following criteria:

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

WHEREAS, the recommended consultant to be included in the Master Agreement is:

Carollo Engineers.

WHEREAS, the selected consultant is required to meet State and Federal Funding requirements including Debarment Check, DBE Goals, Davis Bacon requirements etc.

WHEREAS, by designating the Town Manager authority to execute all task orders associated with RFQ 2025-003, full benefits of this robust procurement process will be realized by expediting the award process.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Paradise-designates the Town Manager as the person authorized to execute the Agreement for Professional Services and individual task orders under the resultant master agreement for RFQ 2025-003 Paradise Sewer Project: Wastewater Treatment Facility Design Services for the not-to-exceed aggregate contract amount of \$4.5M

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this
12th day of November, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Steve Crowder, Mayor

ATTEST:

Melanie Elvis, Elections Official, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

Carollo Engineers

Consultant

Paradise Sewer Project: Wastewater Treatment Facility Design Services

Varies

Budget Account Number

ARTICLE I INTRODUCTION

This AGREEMENT is between Town of Paradise and the following named, hereinafter referred to as, CONSULTANT:

The name of the “CONSULTANT” is as follows:

Carollo Engineer’s Inc.

Incorporated in the State of California

The Project Manager for the “CONSULTANT” will be Stephen Caswell

The Contract Administrator for the Town of Paradise will be Marc Mattox, Public Works Director/Town Engineer.

A. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposal dated **(DATE)**. The approved CONSULTANT’s Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

B. INDEMNITY AND DEFENSE

1. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless Town and any and all of its officials, employees and agents as well as any other entities specified by Town (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel’s fees and costs, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT’s duty to indemnify and hold harmless TOWN OF PARADISE shall not extend to the TOWN OF PARADISE’s sole or active negligence and shall not extend beyond the Consultant’s percentage of fault.

2. Duty to Defend

In the event the TOWN OF PARADISE, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and

upon demand by TOWN OF PARADISE, CONSULTANT shall defend the TOWN OF PARADISE at CONSULTANT's cost or at TOWN OF PARADISE's option, to reimburse TOWN OF PARADISE for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by TOWN OF PARADISE is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and TOWN OF PARADISE, as to whether liability arises from the sole or active negligence of the TOWN OF PARADISE or its officers, employees, or agents, CONSULTANT will be obligated to pay for TOWN OF PARADISE's defense until such time as a final judgment has been entered adjudicating the TOWN OF PARADISE as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

C. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of TOWN OF PARADISE.

E. TOWN OF PARADISE is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the TOWN OF PARADISE as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds TOWN OF PARADISE harmless from any and all claims that may be made against the Town based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the TOWN OF PARADISE. However, claims for money due or which become due to CONSULTANT from Town under this AGREEMENT may be assigned to a financial institution or to a

trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the TOWN OF PARADISE.

H. CONSULTANT shall be as fully responsible to the TOWN OF PARADISE for the negligent, reckless or willful misconduct of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. No waiver of any term or condition of this AGREEMENT shall be a continuing waiver thereof.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

K. CONSULTANT shall comply with the provisions of this AGREEMENT and additional federal provisions in Exhibit E of this agreement. In the event of a conflict between any provisions of Exhibit E, the more stringent provisions shall control and prevail.

L. CONSULTANT shall comply with the requirements of State prevailing wage law as required by law and as set out in this AGREEMENT.

M. All days set out herein are calendar days unless otherwise specified.

N. All Exhibits are incorporated into this AGREEMENT as if fully set forth herein.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit written progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report shall be sufficiently detailed for TOWN OF PARADISE's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with TOWN OF PARADISE's Contract Administrator or Project Coordinator, as needed, and upon request, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

CONSULTANT shall provide On-Call Engineering Services, described in Exhibit A entitled "SCOPE OF SERVICES".

ARTICLE IV PERFORMANCE PERIOD

- A. Exhibit C is the “SCHEDULE OF PERFORMANCES”. This AGREEMENT shall go into effect on DATE, contingent upon approval by Town of Paradise, and CONSULTANT shall commence work after notification to proceed by the Town of Paradise’s Contract Administrator. The AGREEMENT shall end on DATE, unless extended by AGREEMENT amendment or terminated under Article VI of this AGREEMENT.
- B. No recommendation for AGREEMENT award is binding on the Town of Paradise until the AGREEMENT is fully executed and approved by Town Council of the Town of Paradise and the Contract Administrator has issued a written Notice to Proceed.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term of this AGREEMENT shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. Unless otherwise agreed for a Task Order, CONSULTANT will be compensated for hours worked at the hourly rates specified in the CONSULTANT’s approved Cost Proposal, described in Exhibit B entitled “COMPENSATION”. The specified hourly rates shall include all costs, including but not limited to direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by the Town of Paradise’s Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order when presented along with documentation of such costs acceptable to the Town.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders by the Contract Administrator.
- D. After a project to be performed under this AGREEMENT is identified by the Town of Paradise, the Town of Paradise will prepare a draft Task Order without the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any

anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the Town of Paradise and CONSULTANT.

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal. If applicable, CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. Reimbursement for transportation and subsistence costs shall not exceed State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by the Town of Paradise and notification to proceed has been issued by the Town of Paradise's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to the Town of Paradise signed by an authorized representative of the Town of Paradise. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Town of Paradise.
- K. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

- L. The total amount payable by the Town of Paradise for an Individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- M. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- N. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT or to exceed the scope of work under this AGREEMENT.
- j. The total amount payable by the Town of Paradise for all Task Orders resulting from this AGREEMENT shall not exceed **\$TBD**. It is understood and agreed that there is no guarantee, either express or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders. OPTION 1B – If Task Orders will be written and PREVAILING WAGES DO APPLY, use the following paragraphs A, B, C & D. See Exhibit F for prevailing wage requirements.
- J. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the Town of Paradise's Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) days after the performance of work for which CONSULTANT is billing or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, according to phase, and funding source on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and task order. Credits due to the Town of Paradise that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to the Town of Paradise's Contract Administrator at the following address:

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

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by TOWN OF PARADISE with or without cause, provided that TOWN OF PARADISE gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, TOWN OF PARADISE shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. TOWN OF PARADISE may temporarily suspend this AGREEMENT, at no additional cost to TOWN OF PARADISE, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If the TOWN OF PARADISE gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to TOWN OF PARADISE for damages sustained by Town by virtue of any breach of this AGREEMENT by CONSULTANT, and Town may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due Town from CONSULTANT is determined. Notwithstanding, Consultant shall be liable only to the extent of Consultant's negligent, reckless or willful misconduct.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT for all correctly completed work. Upon termination, TOWN OF PARADISE shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not. Such materials may not be withheld until payment is received.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also shall comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to TOWN OF PARADISE.

D. When a CONSULTANT or subconsultant is a 501(c)(3) Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, subconsultants, and TOWN OF PARADISE shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the

AGREEMENT. The Town of Paradise, HCD, HUD, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by the Town of Paradise's Finance Director.

B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by the Town of Paradise's Finance Director of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the TOWN OF PARADISE will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, TOWN OF PARADISE, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by TOWN OF PARADISE Contract Administrator to conform to the audit or review recommendations.

CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by TOWN OF PARADISE at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, TOWN OF PARADISE or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the TOWN OF PARADISE Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations

included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, TOWN OF PARADISE will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

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

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to TOWN OF PARADISE final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of TOWN OF PARADISE; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO TOWN OF PARADISE no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements

executed between TOWN OF PARADISE and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the TOWN OF PARADISE and any subconsultants, and no subconsultant agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the TOWN OF PARADISE for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the TOWN OF PARADISE's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the TOWN OF PARADISE Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subconsultant agreement entered into as a result of this AGREEMENT, shall make all the provisions stipulated in this entire AGREEMENT applicable to subconsultants unless otherwise agreed by the TOWN OF PARADISE.

D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the TOWN OF PARADISE.

E. Any substitution of subconsultants must be approved in writing by the TOWN OF PARADISE Contract Administrator in advance of assigning work to a substitute subconsultant.

F. Prompt Progress Payment

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

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

G. Prompt Payment of Withheld Funds to Subconsultants

The TOWN OF PARADISE may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the TOWN OF PARADISE, of the contract work, and pay retainage to CONSULTANT based on these acceptances.

No retainage will be withheld by the TOWN OF PARADISE from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by TOWN OF PARADISE's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by TOWN OF PARADISE's Contract Administrator, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TOWN OF PARADISE shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either

keep the equipment and credit TOWN OF PARADISE in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TOWN OF PARADISE procedures; and credit TOWN OF PARADISE in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by TOWN OF PARADISE and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TOWN OF PARADISE. The Parties shall divide the cost of such appraisal equally.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR shall be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

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

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work

classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
- b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by TOWN OF PARADISE representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
- b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the TOWN OF PARADISE Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT and subconsultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by TOWN OF PARADISE shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform TOWN OF PARADISE of the location of the records enumerated under paragraph (1) above, including the street address, Town and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in

paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, the CONSULTANT shall, as a penalty to TOWN OF PARADISE, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by TOWN OF PARADISE from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the TOWN OF PARADISE Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the TOWN OF PARADISE a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

a. The AGREEMENT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.

c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.

d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain a declaration signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, TOWN OF PARADISE shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If TOWN OF PARADISE determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if TOWN OF PARADISE did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by TOWN OF PARADISE.

G. Hours of Labor

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

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the sub agreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him, her, or it shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANT and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with TOWN OF PARADISE that may have an impact upon the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project which will follow.

B. CONSULTANT certifies that it has disclosed to the TOWN OF PARADISE any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise TOWN OF PARADISE of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either TOWN OF PARADISE ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

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

E. Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the CONSULTANT, or its designee or agents, may obtain a financial interest or benefit from a CDBG-DR assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to CDBG-DR assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for 1 year thereafter.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to

any TOWN OF PARADISE employee. For breach or violation of this warranty, TOWN OF PARADISE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING TOWN OF PARADISE, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his, her or its knowledge and belief, that:

1. No State, Federal, or TOWN OF PARADISE appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier sub agreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

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

disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

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

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

- 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- 3. Does not have a proposed debarment pending; and
- 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to TOWN OF PARADISE. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FEMA, FHWA, and/or HUD, whichever Department(s) is relevant to the Task Order.

ARTICLE XVIII INSURANCE

Consultant shall provide Insurance as described in Exhibit D entitled "INSURANCE REQUIREMENTS".

A. Prior to Agreement execution, CONSULTANT shall furnish the Town of Paradise with a Certificate of Insurance evidencing the insurance types and requirements set forth in Exhibit D.

B. The Town of Paradise will not be responsible for any premiums or assessments on any insurance policy.

C. The required insurance listed in Exhibit D shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year.

D. New Certificates of Insurance are subject to the approval of the Town of Paradise. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the Town of Paradise may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XIX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to the TOWN OF PARADISE for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or TOWN OF PARADISE governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. TOWN OF PARADISE has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XX CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by TOWN OF PARADISE's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by TOWN OF PARADISE's Contract Administrator.

ARTICLE XXI CONTINGENT FEE

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

ARTICLE XXII DISPUTES

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

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of TOWN OF PARADISE's Contract Administrator and the Town Manager, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by TOWN OF PARADISE Town Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIII INSPECTION OF WORK

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

ARTICLE XXIV SAFETY

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

ARTICLE XXV OWNERSHIP OF DATA

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

the one detailed in this Contract. Any reuse by the Town for another project or project location shall be at Town's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. TOWN OF PARADISE may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FEMA, FHWA, and HUD shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVI CLAIMS FILED BY TOWN OF PARADISE's CONSTRUCTION CONTRACTOR

A. If claims are filed by TOWN OF PARADISE's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with TOWN OF PARADISE'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that TOWN OF PARADISE considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from TOWN OF PARADISE. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with TOWN OF PARADISE's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to TOWN OF PARADISE's operations, which are designated confidential by TOWN OF PARADISE and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by TOWN OF PARADISE relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or TOWN OF PARADISE's actions on the same, except to TOWN OF PARADISE's staff, CONSULTANT's own personnel involved in the

performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by TOWN OF PARADISE, and receipt of TOWN OF PARADISE'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than TOWN OF PARADISE, and/or FEMA, FHWA, or HUD. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of Town or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, Town has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, Town's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXVIII CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

The Consultant must take the affirmative steps listed below when subcontracting to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

A. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX EVALUATION OF CONSULTANT

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

ARTICLE XXXI PROMPT PAYMENT FROM THE TOWN OF PARADISE TO CONSULTANT

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

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

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by personal delivery, five calendar days after deposit in the U.S. Mail (first class postage) or by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: Consultant
(Name), Project Manager
Address

TOWN OF PARADISE: Town of Paradise
Marc Mattox, Contract Administrator

5555 Skyway
Paradise, CA 95969

ARTICLE XXXIII CONTRACT

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

ARTICLE XXXIV SIGNATURES

TOWN OF PARADISE
A Municipal Corporation

Consultant

By: _____

Michael O'Brien, Interim Town Manager

By: _____
Name: _____
Title: _____
Address: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
By: _____
Scott E. Huber, Town Attorney

Melanie Elvis, Town Clerk

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

A. SCOPE OF SERVICES

Consultant

Paradise Sewer Project: Wastewater Treatment Facility Design Services
Project Title

Varies
Budget Account Number

Scope of Work Description:

INSERT CONSULTANT SCOPE OF SERVICE

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
B. COMPENSATION

Consultant

Paradise Sewer Project: Wastewater Treatment Facility Design Services
Project Title

Varies

Budget Account Number

Compensation for services shall be in accordance with the specified rates of compensation, shown below:

Approved ICRs are fixed for the life of the contract.

INSERT CONSULTANT COST PROPOSAL

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
C. SCHEDULE OF PERFORMANCES

Consultant

Paradise Sewer Project: Wastewater Treatment Facility Design Services
Project Title

Varies

Budget Account Number

The Provider shall complete all services in accordance with the Attachment which set for the specific services and completion schedules.

INSERT CONSULTANT SCHEDULE



Town of Paradise
Council Agenda Summary
Date: November 12, 2025

Agenda Item: 6(d)

ORIGINATED BY: Aimee Beale, Finance Director/ Town Treasurer
REVIEWED BY: Michael O'Brien, Interim Town Manager
SUBJECT: FY 2025-26 Operating and Capital Budget Update
LONG-TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. After presentation, review and file the financial information provided by staff concerning the FY 2025-26 operating and capital budgets; and
2. Adopt Resolution No. 2025-___ "A Resolution of the Town Council of the Town of Paradise Adopting Budget Amendments to the 2025/2026 Fiscal Year Budget; and,
3. Adopt Resolution No. 2025-___ "A Resolution of the Town Council of the Town of Paradise Amending the Salary Pay Plan for the Town of Paradise Employees for the Fiscal Year 2025-2026." (ROLL CALL VOTE)

Background and Analysis:

The fiscal year (FY) 2025-26 operating and capital budgets were adopted July 8, 2025. The General Fund was adopted with a balanced budget, which was achieved through a transfer from the PRO Settlement funds to compensate for revenue shortfalls resulting from the 2018 Camp Fire.

Four months of transactions have been recorded for the current fiscal year. Revenues and expenditures from the beginning of FY 2025-26 through the end of September 2025 have been recorded and reviewed in preparation of the analysis below. Staff will continue to closely monitor costs and prepare recommended budget updates regularly to keep the Town Council and community apprised of any significant changes.

During Budget Adoption it was requested that a periodic position control report be presented to Town Council. Attached is the requested report.

As we progress through the fiscal year, an updated Salary Pay Plan has been prepared for consideration. At the time of budget adoption, the Salary Pay Plan included the position of Accounting Assistant II. However, as we move forward with recruitment, there is a possibility the position may be filled at the Accounting Assistant I level. In order to accommodate this option, the adopted Salary Pay Plan must include the corresponding salary range for the Accounting Assistant I position.

Additionally, the budget was adopted prior to finalizing the Town Manager's salary schedule; attached are the final negotiated salary rates for the Town Manager position.

Financial Impact:

A change in staffing within the Town Manager's Office, along with the audit of the Building Division and associated consultant services, is projected to increase overall budgeted expenditures by \$691,000.

While the General Fund reflects no deficit spending, a contribution of \$191,000 from the PRO Fund is required to achieve a balanced position. Additionally, increased consultant expenditures within Fund 2030 are projected to elevate deficit spending by \$500,000 in the Building and Wastewater Services Fund.

	<i>1010 – General Fund</i>
Revenue	\$191,000 (PRO Contribution)
Expense	\$191,000
Impact:	(\$0)

	<i>2030 - Building Safety & Waste Water Services</i>
Revenue	\$0
Expense	\$500,000
Impact:	(\$500,000)

	<i>7700 – PRO Fund</i>
Revenue	\$0
Expense	\$191,000 (Contribution to General Fund)
Impact:	(\$191,000)

Attachments:

1. Adopt Resolution No. 2025-____ “A Resolution of the Town Council of the Town of Paradise Adopting Budget Amendments to the 2025/2026 Fiscal Year Budget
2. Adopt Resolution No. 2025-____ “A Resolution of the Town Council of the Town of Paradise Amending the Salary Pay Plan for the Town of Paradise Employees for the Fiscal Year 2025-2026.”
3. First Quarter Summary related to Fund 1010 – General Fund
4. First Quarter Summary related to Fund 2030 – Building Safety & Wastewater Services
5. Employee Position Report

**TOWN OF PARADISE
RESOLUTION NO. 2025-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE ADOPTING
BUDGET AMENDMENTS TO THE 2025/2026 FISCAL YEAR BUDGET**

WHEREAS, the FY 2025/26 budget was adopted July 8, 2025; and

WHEREAS, throughout the year budget modifications are needed to account for shifts in revenue and unanticipated expenditures incurred throughout the year; and

WHEREAS, deviations in budget should be recorded to project current financial standing;
and,

WHEREAS, the Finance Department has identified budget items in need of adjustment.

NOW, THEREFORE, the Town Council of the Town of Paradise does resolve as follows:

The Town Council hereby approves the requested budget modifications for the 2025/26 budget year as presented in:

Exhibit "A" Budget Augmentations for 1st Quarter Fund 1010 – General Fund

Exhibit "B" Budget Augmentations for 1st Quarter Fund 7700 – PRO Fund

Exhibit "C" Budget Augmentations for 1st Quarter Fund 2030 – Building Safety & Waste Water Services

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 12th day of November, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steve Crowder, Mayor

ATTEST:

Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

Scott Huber, Town Attorney

TOWN OF PARADISE
Budget Amendments Report
From Date: 7/1/2025 - To Date: 11/30/2025

Exhibit "A"

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 1010 General Fund						
Department: 00 Non Department Activity						
Program: 0000 Non Program Activity						
3910.700 - Transfers In From PG&E Settlement Fund				Amended Balance as of: 7/1/2025		\$13,989,501.00
	09/30/2025	2026-00000373	Budget Augmentation - Contribution	\$141,500.00	\$0.00	\$14,131,001.00
	09/30/2025	2026-00000374	CDD Audit - Contribution	\$50,000.00	\$0.00	\$14,181,001.00
				\$191,500.00	\$0.00	\$14,181,001.00
Program: 0000 Non Program Activity Totals:				\$191,500.00	\$0.00	
Department: 00 Non Department Activity Totals:				\$191,500.00	\$0.00	
Department: 20 Administrative Services						
Program: 4200 Town Manager						
5101 - Salaries - Permanent				Amended Balance as of: 7/1/2025		\$212,318.00
	09/30/2025	2026-00000373	Town Manager Adjustment - ER Interim Vac	\$19,500.00	\$0.00	\$231,818.00
	09/30/2025	2026-00000373	Town Manager Adjustment - Separation Agreement	\$117,000.00	\$0.00	\$348,818.00
				\$136,500.00	\$0.00	\$348,818.00
5213.100 - Services, Professional and Contract Services General				Amended Balance as of: 7/1/2025		\$14,650.00
	09/30/2025	2026-00000373	Town Manager Adjustment - TM Search	\$5,000.00	\$0.00	\$19,650.00
				\$5,000.00	\$0.00	\$19,650.00
Program: 4200 Town Manager Totals:				\$141,500.00	\$0.00	
Program: 4300 Legal Services						
5213.100 - Services, Professional and Contract Services General				Amended Balance as of: 7/1/2025		\$203,328.00
	09/30/2025	2026-00000374	CDD Audit	\$50,000.00	\$0.00	\$253,328.00
				\$50,000.00	\$0.00	\$253,328.00
Program: 4300 Legal Services Totals:				\$50,000.00	\$0.00	
Department: 20 Administrative Services Totals:				\$191,500.00	\$0.00	
Fund Totals: General Fund				\$383,000.00	\$0.00	
Grand Totals:				\$383,000.00	\$0.00	

TOWN OF PARADISE
Budget Amendments Report
From Date: 7/1/2025 - To Date: 11/30/2025

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 7700 Paradise Recovery & Operations						
Department: 00 Non Department Activity						
Program: 0000 Non Program Activity						
3910.700 - Transfers In From PG&E Settlement Fund				Amended Balance as of: 7/1/2025		(\$13,989,501.00)
	09/30/2025	2026-00000373	Budget Augmentation - Contribution	\$0.00	\$141,500.00	(\$14,131,001.00)
	09/30/2025	2026-00000374	CDD Audit - Contribution	\$0.00	\$50,000.00	(\$14,181,001.00)
				\$0.00	\$191,500.00	(\$14,181,001.00)
Program: 0000 Non Program Activity Totals:				\$0.00	\$191,500.00	
Department: 00 Non Department Activity Totals:				\$0.00	\$191,500.00	
Fund Totals: Paradise Recovery & Operations				\$0.00	\$191,500.00	
Grand Totals:				\$0.00	\$191,500.00	

TOWN OF PARADISE
Budget Amendments Report
 From Date: 7/1/2025 - To Date: 11/30/2025

Exhibit "C"

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 2030 Building Safety & Waste Wtr Svcs						
Department: 40 Community Development						
Program: 4730 Building and Onsite Inspections						
5213.100 - Services, Professional and Contract Services General				Amended Balance as of: 7/1/2025		\$531,150.00
	09/30/2025	2026-00000372	Building Inspection Consultants	\$500,000.00	\$0.00	\$1,031,150.00
				\$500,000.00	\$0.00	\$1,031,150.00
Program: 4730 Building and Onsite Inspections Totals:				\$500,000.00	\$0.00	
Department: 40 Community Development Totals:				\$500,000.00	\$0.00	
Fund Totals: Building Safety & Waste Wtr Svcs				\$500,000.00	\$0.00	
Grand Totals:				\$500,000.00	\$0.00	

**TOWN OF PARADISE
RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
ADOPTING THE AMENDED SALARY PAY PLAN FOR THE TOWN OF PARADISE
EMPLOYEES FOR THE FISCAL YEAR 2025-2026**

WHEREAS, the Town wishes to revise the salary pay plan: and,

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

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise, that the Town of Paradise salary pay plan Exhibit "A" attached to this resolution is hereby adopted.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 12th day of November, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Steve Crowder, Mayor

ATTEST:

APPROVED AS TO FORM:

Melanie Elvis, Town Clerk

Scott E. Huber, Town Attorney

Exhibit "A"

TOWN OF PARADISE SALARY PAY PLAN FY 2025/26 AS OF NOVEMBER 12, 2025											
Head Count	Auth FTE's	Budget FTE	Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step	
1.00	1.00	1.00	ACCOUNTING ASSISTANT I (Limited Term)								
			HOURLY	40	20.87	21.91	23.01	24.16	25.37	26.64	
			BIWEEKLY	80	1,669.60	1,752.80	1,840.80	1,932.80	2,029.60	2,131.20	
			MONTHLY	173	3,617.47	3,797.73	3,988.40	4,187.73	4,397.47	4,617.60	
			ANNUAL	2,080	43,409.60	45,572.80	47,860.80	50,252.80	52,769.60	55,411.20	
1.00	1.00	1.00	TOWN MANAGER								
			HOURLY	40	81.27	85.33	89.60	94.08	98.78	103.72	
			BIWEEKLY	80	6,501.60	6,826.40	7,168.00	7,526.40	7,902.40	8,297.60	
			MONTHLY	173	14,086.80	14,790.53	15,530.67	16,307.20	17,121.87	17,978.13	
			ANNUAL	2,080	169,041.60	177,486.40	186,368.00	195,686.40	205,462.40	215,737.60	



Budget by Account Classification Report

Through 09/30/25

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund 1010 - General Fund								
REVENUE								
Taxes	7,559,272.00	.00	7,559,272.00	11,712.77	.00	154,064.57	7,405,207.43	2
Licenses and Permits	250,140.00	.00	250,140.00	2,601.70	.00	4,194.58	245,945.42	2
Fines, Forfeitures and Penalties	25,100.00	.00	25,100.00	3,381.76	.00	10,954.61	14,145.39	44
Investment Revenue	30,940.00	.00	30,940.00	.00	.00	.00	30,940.00	0
Intergovernmental Revenues	1,912,130.00	.00	1,912,130.00	(785.36)	.00	52,977.93	1,859,152.07	3
Charges for Services	83,611.00	.00	83,611.00	11,705.50	.00	42,003.78	41,607.22	50
Other Revenues	25,100.00	.00	25,100.00	2,135.57	.00	67,249.03	(42,149.03)	268
Other Financing Sources	13,526,748.00	191,500.00	13,718,248.00	.00	.00	.00	13,718,248.00	0
REVENUE TOTALS	\$23,413,041.00	\$191,500.00	\$23,604,541.00	\$30,751.94	\$0.00	\$331,444.50	\$23,273,096.50	1%
EXPENSE								
PRIOR YR ENTRY	.00	.00	.00	.00	.00	.00	.00	+++
Salaries and Wages	11,049,468.00	136,500.00	11,185,968.00	623,211.35	.00	4,989,516.81	6,196,451.19	45
Other Employee Costs	1,426,298.00	.00	1,426,298.00	99,781.85	.00	247,884.90	1,178,413.10	17
Supplies	534,325.00	.00	534,325.00	22,616.79	.00	157,064.28	377,260.72	29
Postage Printing and Advertising	129,400.00	.00	129,400.00	898.63	.00	2,156.05	127,243.95	2
Utilities	325,021.00	.00	325,021.00	27,279.64	.00	86,998.91	238,022.09	27
Services	8,823,779.00	55,000.00	8,878,779.00	280,301.32	2,311.79	1,213,948.87	7,662,518.34	14
Employee Development	184,515.00	.00	184,515.00	13,469.65	(8,000.00)	38,004.87	154,510.13	16
Other Costs	83,744.00	.00	83,744.00	1,001.42	.00	53,727.98	30,016.02	64
Special Costs	5,850.00	.00	5,850.00	25.00	.00	75.00	5,775.00	1
Capital Outlay	763,441.00	.00	763,441.00	202,915.86	4,321.85	322,339.82	436,779.33	43
Debt Service	1,287,399.00	.00	1,287,399.00	.00	.00	.00	1,287,399.00	0
Other Financing Uses	(1,200,199.00)	.00	(1,200,199.00)	.00	.00	.00	(1,200,199.00)	0
EXPENSE TOTALS	\$23,413,041.00	\$191,500.00	\$23,604,541.00	\$1,271,501.51	(\$1,366.36)	\$7,111,717.49	\$16,494,189.87	30%
Fund 1010 - General Fund Totals								
REVENUE TOTALS	23,413,041.00	191,500.00	23,604,541.00	30,751.94	.00	331,444.50	23,273,096.50	1%
EXPENSE TOTALS	23,413,041.00	191,500.00	23,604,541.00	1,271,501.51	(1,366.36)	7,111,717.49	16,494,189.87	30%
Fund 1010 - General Fund Totals	\$0.00	\$0.00	\$0.00	(\$1,240,749.57)	\$1,366.36	(\$6,780,272.99)	\$6,778,906.63	
Grand Totals								
REVENUE TOTALS	23,413,041.00	191,500.00	23,604,541.00	30,751.94	.00	331,444.50	23,273,096.50	1%
EXPENSE TOTALS	23,413,041.00	191,500.00	23,604,541.00	1,271,501.51	(1,366.36)	7,111,717.49	16,494,189.87	30%
Grand Totals	\$0.00	\$0.00	\$0.00	(\$1,240,749.57)	\$1,366.36	(\$6,780,272.99)	\$6,778,906.63	



Budget by Account Classification Report

Through 09/30/25

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund 2030 - Building Safety & Waste Wtr Svcs								
REVENUE								
Enterprise Revenues	2,266,772.00	.00	2,266,772.00	182,385.98	.00	655,159.23	1,611,612.77	29
Fines, Forfeitures and Penalties	1,200.00	.00	1,200.00	18,200.00	.00	39,900.00	(38,700.00)	3325
Investment Revenue	.00	.00	.00	.00	.00	.00	.00	+++
Intergovernmental Revenues	.00	.00	.00	.00	.00	.00	.00	+++
Charges for Services	238,500.00	.00	238,500.00	24,056.95	.00	71,638.31	166,861.69	30
Other Revenues	.00	.00	.00	20.00	.00	20.00	(20.00)	+++
Other Financing Sources	.00	.00	.00	.00	.00	.00	.00	+++
REVENUE TOTALS	\$2,506,472.00	\$0.00	\$2,506,472.00	\$224,662.93	\$0.00	\$766,717.54	\$1,739,754.46	31%
EXPENSE								
Salaries and Wages	2,031,621.00	.00	2,031,621.00	143,351.84	.00	480,868.03	1,550,752.97	24
Other Employee Costs	111,628.00	.00	111,628.00	8,036.43	.00	15,888.02	95,739.98	14
Supplies	72,300.00	.00	72,300.00	1,426.97	.00	10,000.35	62,299.65	14
Postage Printing and Advertising	3,500.00	.00	3,500.00	55.71	.00	55.71	3,444.29	2
Utilities	71,080.00	.00	71,080.00	5,710.96	.00	17,009.24	54,070.76	24
Services	658,670.00	500,000.00	1,158,670.00	129,190.48	.00	187,787.81	970,882.19	16
Employee Development	34,600.00	.00	34,600.00	1,238.75	.00	2,143.75	32,456.25	6
Other Costs	3,400.00	.00	3,400.00	.00	.00	.00	3,400.00	0
Special Costs	40,000.00	.00	40,000.00	.00	.00	.00	40,000.00	0
Capital Outlay	50,000.00	.00	50,000.00	167.44	.00	20,635.95	29,364.05	41
Debt Service	5,530.00	.00	5,530.00	194.90	.00	1,166.66	4,363.34	21
Other Financing Uses	474,780.00	.00	474,780.00	.00	.00	.00	474,780.00	0
EXPENSE TOTALS	\$3,557,109.00	\$500,000.00	\$4,057,109.00	\$289,373.48	\$0.00	\$735,555.52	\$3,321,553.48	18%
Fund 2030 - Building Safety & Waste Wtr Svcs Totals								
REVENUE TOTALS	2,506,472.00	.00	2,506,472.00	224,662.93	.00	766,717.54	1,739,754.46	31%
EXPENSE TOTALS	3,557,109.00	500,000.00	4,057,109.00	289,373.48	.00	735,555.52	3,321,553.48	18%
Fund 2030 - Building Safety & Waste Wtr Svcs Totals	(\$1,050,637.00)	(\$500,000.00)	(\$1,550,637.00)	(\$64,710.55)	\$0.00	\$31,162.02	(\$1,581,799.02)	
Grand Totals								
REVENUE TOTALS	2,506,472.00	.00	2,506,472.00	224,662.93	.00	766,717.54	1,739,754.46	31%
EXPENSE TOTALS	3,557,109.00	500,000.00	4,057,109.00	289,373.48	.00	735,555.52	3,321,553.48	18%
Grand Totals	(\$1,050,637.00)	(\$500,000.00)	(\$1,550,637.00)	(\$64,710.55)	\$0.00	\$31,162.02	(\$1,581,799.02)	



Employee Position Report

As of 10/30/25
Sort by Department

Department	Position	Employee	Primary Job	FTE	Employee Status
BHS - Business and Housing Services	03.250.001 Housing Coordinator	Richter, Sarah	Yes	1	
	02.255.001 Housing Manager	Alekseev, Nadia	Yes	1	
	Total - 2				
CDD.CDDB - Community Development Department/CDD Building	03.241.004 Administrative Assistant	Crounse, Cynthia	Yes	1	
	03.546.001 Bldg/Onsite Permit Technician I	Van Eck, Tatyana	Yes	1	
	03.546.002 Bldg/Onsite Permit Technician I	Gregorio, Alexis	Yes	1	
	03.546.003 Bldg/Onsite Permit Technician I	Thorp, Gabriele	Yes	1	
	03.546.004 Bldg/Onsite Permit Technician I	Dixon, Alicia	Yes	1	
	03.650.001 Building Plans Examiner	Samons, Patti J	Yes	1	
	03.640.000 Building/Onsite Inspector	Cannon, Wesley	Yes	1	
	03.640.001 Building/Onsite Inspector	Cobb, Bryan	Yes	1	
	03.640.002 Building/Onsite Inspector II	Morrow, Frances	Yes	1	
	03.640.004 Building/Onsite Inspector II	Rollo, John	Yes	1	
	03.641.001 Building/Onsite Inspector II	Doane, Richard	Yes	0.45	
	03.616.002 Code Enforcement Officer II	Kruger, Christopher	Yes	1	
	01.935.001 Community Development Director	Lindsey, Anthony E	Yes	1	
	03.637.001 Fire Prevention Inspector I	Gobba, Brian	Yes	1	
	03.637.002 Fire Prevention Inspector I	Rosenthal, Tye	Yes	1	
	03.638.001 Fire Prevention Inspector II	Rainey, Christopher C	Yes	1	
	03.638.002 Fire Prevention Inspector II	DeValera, Shane	Yes	1	
	03.119.003 Office Assistant	Shariati, Maria	Yes	1	
	03.119.004 Office Assistant	Shields, Shauna	Yes	1	
	03.119.005 Office Assistant	Conner, Kelley	Yes	1	
	03.620.002 Sr Sup Code Enforcement Officer	Wallis, Roy	Yes	1	
	Total - 21				
CDD.CDDP - Community Development Department/CDD Planning	03.608.001 Assistant Planner	Ballou, Jesse M	Yes	1	
	01.935.002 Community Development Director	Hartman, Susan M	Yes	1	
	02.608.001 Community Development Manager	Vierra, Anne L	Yes	1	
	03.609.001 Senior Planner	DePaola, Amber	Yes	1	
	Total - 4				
EMDR.DR - Emergency Mgmt/Disaster Recovery/Disaster Recovery	03.241.003 Administrative Assistant	Ray, Brianna	Yes	1	



Employee Position Report

As of 10/30/25
Sort by Department

10.700.001 Emergency Operations Coordinator	Broshears, James A	Yes	0.45
03.119.006 Office Assistant	Jacobs, Vickie	Yes	1
02.800.001 Project Manager	Solecki, Brian	Yes	1
01.928.001 Recovery & Economic Dev Director	Curtis, Colette	Yes	1
Total - 5			
FD.FDAdmin - Fire Department/Fire Administration			
03.141.002 Administrative Assistant	Rice, LeAnn M	Yes	0.6
Total - 1			
FIN - Finance			
02.327.001 Accountant	Gates, Jack	Yes	1
02.327.002 Accountant	Royat, Briana	Yes	1
02.328.001 Accounting Analyst	Vining, Ashley	Yes	1
02.332.002 Accounting Assistant I/II	Luiselli, Amber	Yes	1
02.332.001 Accounting Assistant II	Vacancy	No	
01.930.003 Finance Director/Town Treasurer	Beleu, Aimee	Yes	1
02.330.001 Senior Accountant	Marques, Aaron	Yes	1
Total - 7			
PD.PDAC - Police Department/Police Animal Control			
03.716.001 Animal Control Officer	Oakley, Matthew	Yes	0.9
03.716.002 Animal Control Officer	Anaya, Andrew R	Yes	1
03.720.001 Animal Control Supervisor	St John, Mollie A	Yes	1
03.119.001 Office Assistant	Kamm, Shirley A	Yes	0.75
Total - 4			
PD.PDAdmin - Police Department/Police Administration			
03.146.001 Administrative Assistant	Peirce, Kelly	Yes	1
01.910.001 Police Chief	Reinbold, Eric R	Yes	1
05.741.001 Police Lieutenant	Vacancy	No	
05.741.003 Police Lieutenant	Kovacs, Cameron R	Yes	1
Total - 4			
PD.PDAuto - Police Department/Motorpool			
03.721.001 Auto Technician	Vacancy	No	
02.725.001 Fleet Manager	Nicoletti, Christopher B	Yes	1
03.723.001 Fleet Mechanic II	Flud, Michael	Yes	1
Total - 3			
PD.PDComm - Police Department/Police Communications			
03.776.001 Property & Evidence Technician	Jordan, Shawn P	Yes	1
06.747.001 Public Safety Dispatcher	Lui, Andrea M	Yes	1



Employee Position Report

As of 10/30/25
Sort by Department

06.747.002 Public Safety Dispatcher	Oakley, Amannda V	Yes	1
06.747.003 Public Safety Dispatcher	Gentile, Caitlyn	Yes	1
06.747.004 Public Safety Dispatcher	Cleary, Lillian	Yes	1
06.747.005 Public Safety Dispatcher	Parks, Lorissa	Yes	1
06.747.007 Public Safety Dispatcher	Kozak, Ginny	Yes	1
06.747.008 Public Safety Dispatcher	Baccala, Lauren	Yes	1
06.757.001 Support Services Supervisor	Huggins, Jeannette	Yes	1

Total - 9

PD.PDO - Police Department/Police Operations

03.775.001 Community Services Officer	Vacancy	No	
06.732.001 Police Officer	Haury, Payton	Yes	1
06.732.002 Police Officer	Wood, Montana J	Yes	1
06.732.003 Police Officer	Vannucci, Dominic J	Yes	1
06.732.004 Police Officer	Diaz, Gustavo	Yes	1
06.732.005 Police Officer	Stratton, Brock A	Yes	1
06.732.006 Police Officer	Gates, Matthew	Yes	1
06.732.007 Police Officer	Eidhammer, Trenton	Yes	1
06.732.008 Police Officer	Archuleta, Derek S	Yes	1
06.732.009 Police Officer	Curtis, Ryan	Yes	1
06.732.010 Police Officer	Berk, Garrett	Yes	1
06.732.011 Police Officer	Cathcart, Sylace	Yes	1
06.732.012 Police Officer	Newsom, John R	Yes	1
06.732.020 Police Officer	Tuck, Kevin	Yes	1
06.737.001 Police Sergeant	Nichols, Robert	Yes	1
06.737.002 Police Sergeant	Wilkey, John P	Yes	1
06.737.003 Police Sergeant	Pickering, Robert J	Yes	1
06.737.004 Police Sergeant	Alvies, John P	Yes	1
06.737.005 Police Sergeant	Cooper, Andrew	Yes	1

Total - 19

PW.PWE - Public Works/PW Engineering

03.141.003 Administrative Assistant	Jellema, Kieran	Yes	1
02.546.001 Assistant Engineer	Foor, Hunter	Yes	1
02.542.001 Capital Project Manager	Nelson, Colin	Yes	1
02.542.002 Capital Project Manager	Serrao, Kevin	Yes	1
03.530.001 Construction Inspector II	Carmassi, Hunter C	Yes	1
01.940.001 Public Works Director/Town Engin	Mattox, Marc	Yes	1



Employee Position Report

As of 10/30/25
Sort by Department

	03.531.001 Senior Construction Inspector	Peppas, Kevin S	Yes	1
	03.521.001 Senior Maintenance Worker-Fac	Kanner, Justin S	Yes	1
	02.547.001 Supervising Project Manager	Erdahl, Jessica R	Yes	1
	02.547.002 Supervising Project Manager	Johnson, Louis	Yes	1
	Total - 10			
PW.PWO - Public Works/PW Onsite	02.566.001 Onsite Sanitary Official	Larson, Robert E	Yes	1
	Total - 1			
PW.PWS - Public Works/PW Streets	03.515.002 Maintenance Worker II	Brownfield, Landon	Yes	1
	03.515.003 Maintenance Worker II	Connolly Knox, Dyllyn	Yes	1
	03.515.005 Maintenance Worker II	Young, Billie	Yes	1
	02.535.001 Public Works Manager	Houdek, Michael L	Yes	1
	03.522.001 Public Works Supervisor	Mays-Keillor, Candace A	Yes	1
	03.520.001 Senior Maintenance Worker	Vacancy	No	
	03.520.002 Senior Maintenance Worker	Rubio, Juan Ernesto	Yes	1
	Total - 7			
TC - Town Clerk	03.415.001 Deputy Town Clerk	Blancett, Jacquelyn	Yes	1
	01.921.001 Town Clerk/Elections Officer	Elvis, Melanie	Yes	1
	Total - 2			
TM - Town Manager	03.241.002 Administrative Assistant	Alvies, Sheris	Yes	1
	02.276.001 Human Resources Director	Peters, Crystal J	Yes	1
	01.955.003 Interim Town Manager	O'Brien, Michael	Yes	0.45
	Total - 3			
TM.TM IT - Town Manager/IT Services	03.801.001 Information Systems TechnicianII	Thompson, Travis	Yes	1
	03.800.001 Information Technology Director	Marquez, Luis	Yes	1
	Total - 2			
Grand Totals	Positions 104			



Town of Paradise
Council Agenda Summary
Date: November 12, 2025

Agenda Item: 6(e)

ORIGINATED BY: Aimee Bealeu, Finance Director/Town Treasurer
REVIEWED BY: Michael O'Brien, Interim Town Manager
SUBJECT: Town Council Adoption the Town's Purchasing Policy
LONG-TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Waive the first reading of the entire Town Ordinance No. ____ and read by title only; and,
2. Introduce Town of Paradise Ordinance No. ____, "An Ordinance of the Town Council of the Town Of Paradise Amending Portions of Chapter 2.45 of the Paradise Municipal Code Relating to the Town's Purchasing System"; or,
3. Adopt an alternative directive to town staff.

Background and Analysis:

Since 2000, the Town Council has periodically revised Chapter 2.45 of the Town's Municipal Code to update the Purchasing System. Town staff have since determined that a purchasing policy can serve the same purpose as an ordinance while providing greater flexibility, as it can be modified more quickly when necessary. On October 14, 2025, the Town Council approved a new Purchasing Policy. Accordingly, Chapter 2.45 of the Purchasing System must now be amended to align with the approved updates.

Attached is "An Ordinance of the Town Council of the Town of Paradise Modifying and Amending Chapter 2.45 of the Paradise Municipal Code Related to the Town's Purchasing System."

Financial Impact:

There is no fiscal impact.

**TOWN OF PARADISE
ORDINANCE NO. ____**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
MODIFYING AND AMENDING CHAPTER 2.45 OF THE PARADISE MUNICIPAL
CODE RELATED TO THE TOWN'S PURCHASING SYSTEM**

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

SECTION 1. Findings. The Town Council finds and declares as follows:

- a) Paradise Municipal Code Chapter 2.45 outlines procedures related the purchasing systems available to the Town for the procurement of goods, services, and public projects; and
- b) The Town desires to implement a more detailed purchasing policy which provides additional guidance to Town employees, but which also allows for flexibility of the Town Council to modify those provisions from time to time, as necessary; and
- c) The Council recently approved a purchasing policy by resolution.

SECTION 2. Sections 2.45.020 through 2.45.160, inclusive, are hereby repealed and are of no further force and effect.

SECTION 3. Section 2.45.020 is added to the Paradise Municipal Code as follows:

2.45.020 – Adoption of Purchasing Policy by Resolution

The Town Council shall adopt a purchasing policy by resolution of the Council. Future modifications to that purchasing policy shall be made by resolution of the Council.

SECTION 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is for any reason held to be invalid by a court or competent jurisdiction, such provision shall be deemed severable, and the invalidity thereof shall not affect the remaining provisions or other applications of the ordinance, which can be given effect without the invalid provision or application thereof.

SECTION 5. CEQA Exemption. Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken

area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the California Government Code.

SECTION 6. Publication. 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 _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steve Crowder, Mayor

ATTEST:

Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney



Town of Paradise
Council Agenda Summary
Date: November 12, 2025

Agenda Item: 6(f)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director
REVIEWED BY: Mike O'Brien, Interim Town Manager
SUBJECT: Request for Proposals for Long Term Community Recovery Plan Update
LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Concur with staff recommendation to award a contract for the Long-Term Community Recovery Plan update to Urban Design Associates (UDA), and;
2. Authorize the Interim Town Manager to enter into an agreement with Urban Design Associates (UDA) for the Long-Term Community Recovery Plan Update for an amount not to exceed \$400,000.00. (ROLL CALL VOTE)

Background:

At the September 2025 Council meeting, Town staff was directed to issue a request for proposals (RFP) for the Long Term Community Recovery Plan Update, a project funded through Community Development Block Grant Disaster Recovery Mitigation Planning and Public Services (CDBG DR MIT PPS). The scope of work outlined in the RFP was as follows:

The selected contractor will be responsible for:

1. Project Management & Coordination
 - o Work with Town staff to establish project timelines, milestones, and deliverables.
 - o Provide regular progress updates and attend coordination meetings.
2. Review & Assessment
 - o Review the 2019 LTCRP, the 2022 update, and other relevant planning documents.
 - o Assess accomplishments, ongoing projects, and unmet needs.
 - o Identify emerging challenges, opportunities, and trends relevant to Paradise's recovery and growth.
3. Community Engagement
 - o Design and implement a robust community engagement process, including public meetings, workshops, surveys, and stakeholder interviews.

- Ensure participation from a diverse cross-section of residents, businesses, and organizations.
- Document community input and integrate findings into the updated plan.

4. Plan Development

- Develop an updated Long-Term Community Recovery Plan that includes:
 - A renewed **vision statement** for the future of Paradise.
 - Strategies for **economic recovery and development**, including downtown revitalization and small business support.
 - Strategies for **housing recovery**, quality of life improvements, and community resilience.
 - Integration of best practices in **fire-adapted community design and disaster preparedness**.
 - Action steps, responsible parties, potential funding sources, and performance metrics.
- Ensure the plan is visually engaging, accessible, and easy to understand.

5. Final Deliverables

- Draft LTCRP Update for review by Town staff and Council.
- Final LTCRP Update incorporating feedback from the Town and community.
- Executive summary, presentation materials, and outreach materials for public release.
- Digital files in editable formats (Word, InDesign, etc.) and a web-ready version of the plan.

Analysis:

Town Staff received four eligible proposals by the deadline. A review team consisting of the Recovery and Economic Development Director, Project Manager for Recovery and Economic Development, and the Town Clerk reviewed the proposals and scored them based on a pre-determined matrix. Two consultants received high scores which were very close and were subsequently interviewed virtually by the review team. Following the interviews, the team unanimously selected Urban Design Associates (UDA) as the top proposal. It is staff's recommendation to Council to award the contract to UDA for an amount not to exceed \$400,000. UDA's proposal and presentation demonstrated superior knowledge of the Town's needs and vision for this update. Their innovative approach best fit the goals of the update, focusing on economic development and fire resiliency in a forward-looking plan.

Financial Impact:

There are no new financial impacts to the general fund associated with this item. This grant program funds projects at 100% with no required match.



Town of Paradise
Council Agenda Summary
Date: November 12, 2025

Agenda Item: 6(g)

ORIGINATED BY: Tony Lindsey, Community Development Director –
Building & Code Enforcement
REVIEWED BY: Michael O'Brien, Town Manager
Scott Huber, Town Attorney
SUBJECT: Introduce an Ordinance adopting the 2025 California Building Code Standards Title 24, Parts 1-12, with Town of Paradise Amendments.

LONG-TERM RECOVERY PLAN: Yes – Residential Codes & Standards

COUNCIL ACTION REQUESTED:

1. Consider waiving the entire first reading of Town Ordinance No. _____ and read by title only; and,
2. Introduce Town Ordinance No. _____ “An Ordinance of the Town Council of the Town of Paradise Repealing Paradise Municipal Code Chapters 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.13 and Adopting New Chapters 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.13, 15.14, 15.15 and 15.16 and Making Findings of Fact Relating to Local Climatic, Geological, and Topographic Conditions, All Relating to the Amendments and Adoption of the 2025 California Building Standards Code”, including, the 2025 California Wildland-Urban Interface Code (Title 24, Part 7); or,
3. Provide an alternative direction to the Town staff.

Note: If the Town does not adopt the 2025 California Building Standards Code [as amended] and the attached Ordinance, the State-mandated codes will automatically apply **January 1, 2026**, without local Paradise amendments.

Background:

The California Building Standards Code (CBSC) is updated every three years to improve public safety, fire resiliency, structural integrity, and energy efficiency. Jurisdictions that adopt the latest building codes and enforce them consistently are recognized by the Insurance Services Office (ISO) for their more substantial risk reduction efforts, which contribute to lower insurance risk ratings and support long-term recovery in high-risk communities, such as Paradise.

The 2025 CBSC includes the following updated base model codes with State amendments:

- 2024 International Building Code
- 2024 International Residential Code
- 2025 California Green Building Standards Code (CALGreen)
- 2024 Uniform Plumbing Code
- 2024 Uniform Mechanical Code
- 2025 California Energy Code
- 2024 International Fire Code

- 2023 National Electrical Code
- 2025 California Wildland-Urban Interface Code (Title 24, Part 7) – newly issued

Under Health & Safety Code §§13869.7 and 18941.5(b), local jurisdictions may adopt amendments to address local climatic, geographic, or topographic conditions, provided that they are equal to or more restrictive than State standards. Historically, Paradise has adopted only essential amendments that directly protect life safety, wildfire risk, and post-fire community recovery.

Discussion:

Staff recommends adoption of the 2025 CBSC and the proposed Ordinance, which repeals and replaces Paradise Municipal Code Chapters 15.01–15.15 and adds Chapter 15.16 to incorporate updated local amendments and Wildland-Urban Interface regulations.

Without a municipal adoption ordinance, the 2025 Codes will take effect by default on January 1, 2026. Adoption of this ordinance allows Paradise to:

- Maintain local amendments essential to wildfire risk reduction
- Ensure consistency between Town and State law
- Update outdated municipal code language.
- Support long-term rebuilding, fire hardening, and insurance eligibility

Key Town of Paradise amendments remain in place, including:

- Enhanced Wildland-Urban Interface ignition-resistant construction standards
- Reduced permit requirements for prefabricated open-sided carports ≤ 480 sq. ft.
- Local grading, administrative, and enforcement provisions

The 2025 code cycle incorporates State-mandated EV charging streamlining consistent with AB 1236 and AB 970, including expedited permitting timelines and standardized submittal requirements. It also implements AB 130, requiring local agencies to provide electronic permitting systems that support online application intake, digital plan review, electronic payments, and real-time permit tracking. Adoption of the 2025 Code and administrative amendments ensures that the Town continues to expand its electronic permitting services, supporting residents, contractors, and insurance-driven rebuilds.

AB 130 also places restrictions on Local Amendments from October 1, 2025, through June 1, 2031. Recent State legislation limits the local authority to modify residential building standards. Cities and counties may only adopt local amendments if the California Building Standards Commission (CBSC) determines they are necessary to protect health and safety or meet other statutory exceptions.

Key provisions include:

- The CBSC must reject proposed residential amendments unless an exception applies.
- Local jurisdictions may request Commission review for administrative modifications.
- The definition of “model code” now includes the latest International Wildland-Urban Interface Code (IWUIC).
- The CBSC may not approve new residential standards during the 18-month adoption cycle unless an emergency exemption applies.
- Standards in effect when a model (mastered) home plan is approved must remain applicable to future dwellings built from that plan in the same jurisdiction.
- Local agencies are prohibited from adopting more restrictive residential or green building standards unless required to address an emergency threat to health and safety.

Overview of Notable 2025 Code Changes

Building Code

- Updated fire-resistant construction and ignition-resistant material standards.
- Revised structural requirements and energy-storage integration provisions.

Residential Code

- Updated to clarify underlayment application.
- Expanded photovoltaic and battery storage readiness requirements.

California Energy Code

- Solar + battery requirements expanded to additional occupancy types.
- Increased electrification readiness for residential and commercial developments.

Electrical, Mechanical, and Plumbing Codes

- Updated electrical storage system standards.
- New ventilation, efficiency, and water conservation requirements.
- Revised roof-top equipment access and safety standards.

Fire Code

- Increased lithium-ion battery safety requirements.
- Updates to sprinkler, alarm, standpipe, and detection system requirements, as well as provisions for special amusement areas.

NEW – 2025 WILDLAND-URBAN INTERFACE CODE (Part 7)

- Updated ignition-resistant material standards.
- Enhanced soffit, eave, and attic vent ember-resistance requirements.
- Updated accessory structure and detached garage WUI requirements.

Staff will provide updated guidance, checklists, and builder outreach training in partnership with regional agencies and the Valley Contractors Exchange. Rebuild submittal checklists will be updated to support homeowners, contractors, and designers. The Energy Commission will be presenting at the December Building Stakeholders meeting.

Attached to this council agenda summary for your consideration and recommended adoption for introduction purposes is a copy of an ordinance document recently prepared by town staff and reviewed by the Town Manager and Town Attorney. The suggested text amendments to the Ordinance are shown in "shaded" (additions) and strikeout (deletions) font.

Financial Impact:

No impact on the General Fund is anticipated from the introduction of the adoption ordinance. The implementation of new State building codes will incur typical administrative and training costs, which are already part of the Building Division's operations. Staff is not aware of any changes that would significantly increase construction costs; however, building code changes have historically rarely resulted in cost reductions.

Attachment:

1. Ordinance No. ____ "An Ordinance of the Town Council of the Town of Paradise Repealing Paradise Municipal Code Chapters 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.13 and Adopting New Chapters 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.13, 15.14, 15.15 and 15.16 and Making Findings of Fact Relating to Local Climatic, Geological, and Topographic Conditions, All Relating to the Amendments and Adoption of the 2025 California Building Standards Code.

**TOWN OF PARADISE
ORDINANCE NO. ____**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PARADISE REPEALING
PARADISE MUNICIPAL CODE CHAPTERS 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07,
15.08, 15.09, 15.10, 15.11, 15.12, 15.13, 15.14, 15.15 AND ADOPTING NEW CHAPTERS
15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.13, 15.14,
15.15 AND 15.16 AND MAKING FINDINGS OF FACTS RELATING TO LOCAL CLIMATIC,
GEOLOGICAL, AND TOPOGRAPHIC CONDITIONS, ALL RELATING TO THE
AMENDMENTS AND ADOPTION OF THE 2025 CALIFORNIA BUILDING STANDARDS
CODE.**

WHEREAS, the Town Council of the Town of Paradise hereby finds that the public health, safety, and welfare will be best protected and served by the adoption of the 2025 California Building Standards Code as established and maintained by the State Building Standards Commission with certain amendments; and

WHEREAS, the Town of Paradise finds that its jurisdiction has specific climatic, topographic, and geologic considerations, as set forth and incorporated herein, that can harm emergency services such as fire protection and emergency medical services and on structures and buildings; and

WHEREAS, except for the amendments authorized by Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Town of Paradise adopts ordinances and regulations imposing the building regulations contained in the rules adopted by the State according to the Health and Safety Code Section 17922; and

WHEREAS, sections 17958.5, 17958.7, and 18941.5 of the Health and Safety Code authorize the Town of Paradise to make changes or modifications to the California Building Standards Code as are reasonably necessary because of local climatic, topographic, and geologic conditions; and

WHEREAS, the California Building Standards Code applies to all occupancies throughout the State; and

WHEREAS, the State of California recently adopted Assembly Bill 1236 and Assembly Bill 970, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the Town's reliance on environmentally damaging fossil fuels; and

WHEREAS, pursuant to Health and Safety Code section 17958.7, the Town of Paradise has filed the amendments, additions, or deletions expressly marked and identified as to the applicable findings with the California Building Standards Commission at 2525 Natomas Park Drive, Sacramento, Suite 130, Sacramento, California 95833-2936.

NOW, THEREFORE, The Town Council of the Town of Paradise does now ordain as follows:

SECTION 1. Chapters **15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.13, and 15.15** of the Paradise Municipal Code are repealed.

SECTION 2. Chapters **15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.13, 15.14, 15.15, and 15.16** are hereby added to the Paradise Municipal Code, read as follows:

15.01.010 Facts and findings.

- A. Changes or Modifications. Pursuant to Sections 17958.5, 17958.7 and 18941.5 of the State of California Health and Safety Code, the Town of Paradise adopts and amends the ~~2022~~ **2025** California Building Standards Code (Title 24, Part 2) based on the ~~2021~~ **2024** International Building Code (ICC); the ~~2022~~ **2025** California Residential Code (Title 24, Part 2.5) based on the ~~2021~~ **2024** International Residential Code (ICC); the ~~2022~~ **2025** California Electrical Code (Title 24, Part 3) based on the ~~2020~~ **2023** National Electrical Code (NFPA); the ~~2022~~ **2025** California Mechanical Code (Title 24, Part 4) based on the ~~2021~~ **2024** Uniform Mechanical Code (IAPMO); the ~~2022~~ **2025** California Plumbing Code (Title 24, Part 5) based on the ~~2021~~ **2024** Uniform Plumbing Code (IAPMO); **2025** California Wildland-Urban Interface Code (Title 24, Part 7) based on the **2024** IWUIC; the ~~2022~~ **2025** California Fire Code (Title 24, Part 9) based on the ~~2021~~ **2024** International Fire Code (IFC); the ~~2022~~ **2025** California Administrative Code (Title 24, Part 1); the ~~2022~~ **2025** California Energy Code (Title 24, Part 6); the ~~2022~~ **2025** California Historical Building Code (Title 24, Part 8); the ~~2022~~ **2025** California Existing Building Code (Chapter 10; Title 24, Part 10); the ~~2022~~ **2025** California Green Building Standards Code (Cal Green, Title 24, Part 11) and the ~~2022~~ **2025** California Referenced Standards Code (Title 24, Part 12).

NOTE: The State of California officially adopted the ~~2022~~ **2025** California Administrative, Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical, Fire, Existing Building, Green Building Standards and Referenced Standards Codes in July of this year, and they become mandatory at the local level effective January 1, ~~2023~~ **2026**.

- B. Findings. According to Sections 17958.5, 17958.7, and 18941.5 of the State of California Health and Safety Code, the Town of Paradise has determined and found that the attached amendments, additions, and/or modifications are reasonably necessary because of its local climatic, geologic, and topographical conditions.
- C. Local Conditions. Local conditions have an adverse effect on the potential for life and property loss, necessitating changes and modifications to the 2022 California Building Standards Code to establish and maintain an environment that provides the community with a desirable level of protection.
1. Climatic Conditions.
 - 1A. On average, the Town of Paradise has an annual rainfall of fifty-two (52) to fifty-four (54) inches of rain. However, there is little to no measurable precipitation in the summer months. Heavy rains can characterize winter months, and occasionally heavy snowfalls with accumulations above the one thousand eight

hundred (1,800) feet level. During the year, temperatures range from the mid-20s to the low 100s in the summer months, with light to gusty westerly winds. These drying winds, mixed with the density of vegetation, which is dominant throughout the Town, create a hazardous fuel condition that can have severe consequences.

2. Geographical and Topographical Conditions.

- 2A. The Town of Paradise is located within Butte County in Northern California. It is approximately one hundred (100) miles north of Sacramento and fifteen (15) miles east of the urban community of Chico. The Town of Paradise's population was approximately 26,000+, and the second largest community in Butte County. The Town encompassed 18.6 square miles and was incorporated in 1979. Before incorporation, the Town was a County mountain community with older construction of light commercial and industrial with a predominantly residential character.
 - 2B. The Town of Paradise is located one thousand four hundred (1,400) to two thousand two hundred feet (2,200) above sea level. It is bordered by rugged canyons, creating somewhat of a triangular-shaped area in which the Town is situated.
 - 2C. This environment has natural vegetative growth that is dense, both in the canyon areas and throughout the Town, which presents a challenge and difficulty in fighting and controlling the spread of wildfires. The Town of Paradise has been identified as a very high fire hazard severity zone according to Government Code Sections 51178.5 and 51179, based on the climatic, topographic, and geologic conditions combined with the dense vegetation throughout the Town.
 - 2D. The Town's topography presents problems in the delivery of emergency services, including fire protection. Hilly terrain with narrow, winding roads with little circulation, limited escape routes, and limited ingress and egress to access the Town prevent rapid access and orderly evacuations. Many miles of public streets and private roads were built years ago, and many private roads are substandard in design and access capability due to topography.
 - 2E. Combined with these features, all-weather surfaces based upon the soil and topographic conditions may not be able to support the imposed loads of fire apparatus and reduce accessibility to emergency response personnel. These conditions increase the likelihood of difficulty with approach angles, steep slopes, grades, and emergency response personnel's ability to be effective.
- D. Conclusion. Local climatic, geologic, and topographic conditions impact the built environment and necessitate California Building Standards Code amendments. Therefore, it is reasonably necessary to change or modify the State Building Standards Codes to mitigate the effects of the above conditions by adopting this Ordinance. Furthermore, California Health and Safety Code Section 17958.7 require that the modifications or change be expressly marked and identified as to each finding to which it refers. Therefore, the Town of Paradise finds that Exhibit "A" [below] provides the code sections that have been modified according to the Ordinance that are building standards as defined in the Health and Safety Code Section 18909, and the associated referenced conditions or modifications are due to local climatic, geologic and topographical considerations.

EXHIBIT "A"
FACTS & FINDING CORRELATION

PARADISE MUNICIPAL CODE SECTION	CALIFORNIA CODE	CODE SECTION AMENDED	SHORT TITLE	REFERENCED FACT/FINDING
15.02.010	CBC		Adoption	Health & Safety Code 17958.5
15.02.020	CBC	105.2	Work Exempt from Permits	Administrative
15.02.030	CBC	107.6	Expiration of Plan Review	Administrative
15.02.040	CBC	109.4	Commencing Work/Permit	Administrative
15.02.050	CBC	109.6	Refunds	Administrative
15.02.060	CBC	114.4	Violation Penalties	Administrative
15.02.070	CBC	202	Definitions	Administrative
15.02.080	CBC	1505.1.3	Roof Coverings	1A, 2A, 2B, 2C
15.02.090	CBC	1603.1.3	Roof Snow Loads	1A, 2A
15.02.100	CBC	J101.1	Scope	Administrative
15.02.110	CBC	J101.3	Purpose	Administrative
15.02.120	CBC	J101.4	Hazards	Administrative
15.02.130	CBC	J102	Definitions	Administrative
15.02.140	CBC	J103	Permits Required	Administrative
15.02.150	CBC	J104.2	Site Plan Requirements	Administrative
15.02.160	CBC	J104.5	Bonds	Administrative
15.02.170	CBC	J105.3	Inspections	Administrative
15.02.180	CBC	J106.2	Rounding of cut slopes	1A, 2A, 2B, 2D, 2E
15.02.190	CBC	J106.3	Private road construction	1A, 2A, 2B, 2D, 2E
15.02.200	CBC	J106.3.1	Private road construction	1A, 2A, 2B, 2D, 2E
15.02.210	CBC	J107.7	Rounding of fill slopes	1A, 2A, 2B, 2D
15.02.220	CBC	J109.5	Overflow protection	1A, 2A, 2B, 2D, 2E
15.02.230	CBC	J110.3	Disturbed surfaces	1A, 2A, 2B, 2D, 2E
15.02.240	CBC	J110.4	Storm damage precautions	1A, 2A, 2B, 2D, 2E
15.03.010	CRC		Adoption	Health & Safety Code 17958.5
15.03.020	CBC	R105.2	Work Exempt from Permits	Administrative
15.03.030	CRC	R108.5	Refunds	Administrative
15.03.040	CRC	R108.6	Commencing Work Before Permit	Administrative
15.03.050	CRC	R202	Definitions	Administrative

15.03.060	CRC	R313.2.2	Alarms	1A, 2C, 2D
15.03.070	CRC	R337.1.3, Exceptions (1) & (2) and R337.5.4	Wildland Urban Interface & Non-combustible gutters	Health & Safety Code 17958.5
15.03.080	CRC	R902.1	Roof Coverings	1A, 2A, 2B, 2C
15.04.010	CEC		Adoption	Health & Safety Code 17958.5
15.05.010	CMC		Adoption	Health & Safety Code 17958.5
15.06.010	CPC		Adoption	Health & Safety Code 17958.5
15.07.010	Ca. Energy Code		Adoption	Health & Safety Code 17958.5
15.08.010	Ca WUI Code		Adoption	Health & Safety Code 17958.5
15.08 09.010	Ca. Historical Code		Adoption	Health & Safety Code 17958.5
15.09 10.010	CFC		Adoption	Health & Safety Code 17958.5
15.09 10.020	CFC	103	Dept. of Fire Prevention	Administrative
15.09 10.030	CFC	105.2.3	Time Limitation of Application	Administrative
15.09 10.040	CFC	106.6.29	Miscellaneous Combustibles	2A, 2B, 2D,
15.09 10.050	CFC	109.3	Violation Penalties	Administrative
15.09 10.060	CFC	111.4	Failure to Comply	Administrative
15.09 10.070	CFC	113.3	Work Commencing	Administrative
15.09 10.080	CFC	113.5	Refunds	Administrative
15.09 10.090	CFC	202	Sky Lantern	Administrative
15.09 10.100	CFC	307.1	General Open Burning	1A, 2A, 2B, 2C, 2D
15.09.110	CFC	308.6.3	Sky Lantern	1A, 2A, 2B, 2C, 2D
15.09 10.120	CFC	503.2.1	Dimensions	1A, 2A, 2B, 2C, 2D, 2E
15.09 10.130	CFC	503.2.3	Surface-Access Roadways	1A, 2A, 2B, 2D, 2E
15.09 10.140	CFC	503.4.1	Roadway Design Features	1A, 2A, 2B, 2D, 2E
15.09 10.150	CFC	503.6	Gates	2D, 2E
15.09 10.160	CFC	505.3	Map/Directory	2D
15.09 10.170	CFC	507.1.2	Required Water Supply	1A, 2A, 2B, 2D
15.09 10.180	CFC	510.6.1	Testing and Proof	Administrative
15.09 10.190	CFC	901.4.2	Non-Required Fire Prot. System	2D

15.09 10.200	CFC	2306.2.3	Aboveground Storage Tanks	1A, 2A, 2B
15.09 10.210	CFC	Chapter 56	Fireworks	1A, 2A, 2B, 2C, 2D
15.09 10.220	CFC	B105.2 Exception 1	Reduced Fire Flow	1A, 2A, 2B, 2D
15.09 10.230	CFC	D103.4	Dead End Access	1A, 2A, 2B, 2D, 2E
15.10 11.010	Ca. Existing Building Code		Adoption	Health & Safety Code 17958.5
15.11 12.010	Ca. Green Building Standards Code		Adoption	Health & Safety Code 17958.5
15.12 13.010	Ca. Administrative Code		Adoption	Health & Safety Code 17958.5
15.13 14.010	Ca. Ref. Stds.		Adoption	Health & Safety Code 17958.5

Chapter 15.02 2022 2025 California Building Standards Code (Title 24, Part 2) Based upon the International Building Code (ICC)

15.02.010 Adoption.

The 2022 2025 California Building Standards Code, Part 2, Volumes 1 and 2, including Chapter 7A, Appendices "B", "C", "F", "G", "H", "I", "J", known as the California Building Code, as published and adopted by the California Building Standards Commission, including the Town's amendments, deletions, and additions set forth in this Chapter, is hereby adopted by reference and incorporated herein.

15.02.020 Chapter 1, Division II, Section 105.2, Work Exempt from Permits, added.

14. Floor sheathing, decking, and exterior siding repair - limited to 100 square feet of floor sheathing or siding and less than 100 linear board feet of decking.
15. Replacement, repair, or overlay of less than 10% not to exceed 100 square feet of an existing roof within any 12-month period. All repairs shall be Class A only.
16. Approved prefabricated carports serving residential land uses open on two or more sides, do not exceed 480 square feet in footprint, are installed per the manufacturer's instructions, and are located in compliance with applicable building or structure setbacks.

15.02.030 Chapter 1, Division II, Section 107.6, Expiration of Plan Review, added.

Applications for which no permit has been issued shall expire one year following the date of application or on the effective date of a new Town adopted edition of any part of the California Building Standards Code, whichever comes later. Plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

Exception: Such applications shall not expire under the following circumstances:

1. If the Building Official determines the new code changes are minor, additional reviews of the plans to determine compliance with the new codes may be done in lieu of expiration. The normal hourly rate, as determined by the Master Fee Schedule adopted by the Town of Paradise Town Council, shall apply to any additional review.
2. Applications for which plans have been submitted as a result of a compliance investigation shall expire 180 days following the date of application. No extensions will be granted except in emergency situations approved prior to the expiration by the Building Official.

15.02.040 Chapter 1, Division II, Section 109.4, Work Commencing Before Permit Issuance, amended.

Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before first obtaining the necessary permits shall be subject to an investigation fee equal to the permit fee to be paid in addition to the permit fee when obtaining the building permit. All fees must be paid prior to release of the permit.

15.02.050 Chapter 1, Division II, Section 109.6 Refunds, amended.

The Building Official may authorize refunding of a fee paid hereunder which was erroneously paid or collected. The Building Official may authorize refunding of not more than 80 percent of the permit or plan review fee paid when no work or plan examination has been done under an application or permit issued in accordance with this code, provided a written refund application is filed by the original permittee prior to the expiration of the permit.

15.02.060 Chapter 1, Division II, Section 114.4 Violation Penalties, amended.

- (a) It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equipment use, occupy or maintain any real property, building, structure, or building service equipment or cause or permit the same to be done in violation of Title 15 of the Paradise Municipal Code (PMC), this code or the technical codes as amended and adopted by the Town. Any person who violates any of the provisions of Title 15 of the PMC, this code, or the technical codes adopted by this jurisdiction or fails to comply with any order made there under, or who builds in violation of any detailed statement of specifications or plans submitted or approved there under, or any certificate or permit issued there under, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the Board of Appeals or by a court of competent jurisdiction within the time fixed herein, is severally for each violation or noncompliance respectively guilty of an infraction punishable by a fine not to exceed one thousand dollars (\$1,000.00). Each separate day or any portion thereof during which any violation occurs or continues is a separate offense, and upon conviction thereof shall be

punishable as provided in this section. Any person, firm or corporation found guilty of any such violation shall be fully responsible for all of the Town's costs relating to the enforcement, investigation and prosecution of the offender.

The imposition of a penalty for any violation or noncompliance shall not excuse the violation of noncompliance or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense.

- (b) The application of the above penalty shall not be held to prevent the enforced removal of the prohibited conditions,
- (c) The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of these codes and shall not prevent the administrative authority from thereafter requiring the correction of errors in said plans or specifications or from preventing construction operations being carried on there under when in violation of these codes or any other ordinance or from revoking any certificate of occupancy or approval when issued in error. No permit presuming to give authority to violate or cancel the provisions of this Chapter shall be valid, except insofar as the work or use which it authorized is lawful.
- (d) Any violation of the provisions of Title 15 or of the technical codes as adopted by the Town shall be and is hereby declared to be unlawful and a public nuisance and may be abated in the manner provided by law.
- (e) The Town Attorney shall, upon the order of the Town Manager or his/her designee, immediately commence action or proceedings for the abatement and removal and enjoinder of any violation of Title 15 or of any technical codes as adopted by the Town as provided by law, and shall take such action and shall apply to such courts of competent jurisdiction to grant such relief as will abate and remove such building or structure or use, and restrain and enjoin any person from setting up, building, maintaining, or using such real property, building, structure, use or occupancy contrary to this code or the technical codes.

15.02.070 Chapter 2, Section 202, Definitions, added.

New Construction: For the purposes of enforcing the provisions of the California Fire Code, California Building Code, and the California Residential Building Code, any work, addition to, remodel, repair, renovation, or alteration of any building(s) or structure(s) shall be considered "New Construction" when 50 percent or more of the exterior weight bearing walls are removed or demolished.

~~15.02.080 Chapter 15, Section 1505.1.3, Roof Coverings, amended.~~

~~All roofing materials shall be installed in accordance with the manufacturer's installation instructions. The entire roof covering of every new structure shall be a minimum Class "A" roof covering. Any roof covering material applied in the alteration, repair or replacement of the roof of the existing structure shall be a minimum of a Class "A" roof covering. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within a one-year period shall be a minimum of a Class "A" roof covering. The owner of any structure~~

~~regulated by this code shall comply with the provisions of this section relating to roofing materials.~~

15.02.090 Chapter 16, Section 1603.1.3 Roof Snow Loads, amended.

Snow loads, full or unbalanced, shall be considered in place of the loads set forth in Table No. 1607.1, where such loading will result in larger members and connections. The minimum design snow load and roof live load for the Town of Paradise shall be twenty (20) pounds per square foot below elevation 1,800 feet and thirty (30) pounds per square foot at 1,800 feet and elevations above.

Potential accumulations of snow at roof valleys, parapets, roof structures, and offsets in roofs of uneven configuration shall be considered. Where snow loads occur, the snow loads shall be determined by the Building Official.

15.02.100 Section J101.1 Scope, amended.

Section J101.1. This Chapter sets forth rules and regulations to control excavation, grading and earthwork construction, including fills and embankments, and erosion and sediment control; establishes the administrative procedure for issuance of permits; and provides for approval of plans and inspection of grading, erosion and sediment control operations.

15.02.110 Section J101.3, added.

Section J101.3. The purpose of this Chapter is to safeguard life, limb, property and the public welfare, and to preserve and enhance the natural environment by preventing and eliminating conditions of accelerated erosion and by regulating grading on private and public property in the incorporated areas of the Town of Paradise.

15.02.120 Section J101.4, added.

- (a) Hazardous Conditions. Whenever the Building Official /or the Town Engineer determines that any existing excavation, embankment or fill has become a hazard to life and limb, or endangers structures, or adversely affects the safety, use, or stability of a public way or drainage channel, the owner of the property upon which the excavation, embankment, or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the Building Official or Town Engineer shall within the period specified therein repair, reconstruct or remove such excavation, embankment, or fill so as to eliminate the hazard.
- (b) Maintenance of Protective Devices and Rodent Control. The owner of any property on which grading has been performed and a permit issued under the provisions of this code, or any other person or agent in control of such property, shall maintain in good condition and repair all drainage structures and other protective devices and burrowing rodent control when shown on the grading plans filed with the application for grading permit and approved as a condition precedent to the issuance of such permit.

15.02.130 Section J102 Definitions, amended.

The following definitions are amended or added to Section J102 with all other definitions in the section remaining unchanged:

"Certifications" shall mean the specific inspections or tests required by the Building Official or Town Engineer have been performed, and that the results of such tests are satisfactory, and that all work complies with the conditions of the permits and the requirements of this Chapter.

"Design Engineer" shall be the Civil Engineer responsible for the preparation of the plans for the grading work.

"Drainage Course" shall be a natural or man-made channel which conveys storm runoff either year-round or intermittently.

"Hazardous Condition" shall be any natural ground, natural slope, excavation, fill, drainage device or erosion control device on public or private property is a menace to life and limb, or a danger to public safety, or endangers or adversely affects the safety, usability or stability of adjacent property, structures, or public or private facilities.

"Hill Area" shall be any part of the Town with street grades of ten percent (10%) or greater.

"Landscape Architect" shall be a person who holds a certificate to practice landscape architecture in the State of California.

"Natural Grade" shall be the vertical location of the ground surface prior to excavation or fill.

"Soil Testing Agency" shall be an agency regularly engaged in the testing of soils under the direction of a Civil Engineer experienced in soil mechanics.

"Surface Drainage" shall be water flows over the ground surface.

15.02.140 Section J103 Permits required, amended.

Section J103. No person shall do any grading, clearing, or grubbing without first having obtained a grading permit from the Town Engineer except for the following:

1. Grading associated with a commercial development required to obtain planning approval prior to issuance of a building permit, or required to obtain a building permit. Grading associated with the Commercial Development shall be tied to the issuance of the building permit, and associated environmental reviews and clearances.
2. An excavation which does not exceed two feet in vertical depth at its deepest point measured from the original ground surface and which does not create a cut slope greater than four feet in height and steeper than one and one-half horizontal to one vertical and does not exceed fifty cubic yards (1,350 cubic feet) of material.
3. A fill that does not exceed one foot in vertical depth and is placed on natural terrain with a slope flatter than five horizontal to one vertical at its deepest point measured from the natural ground surface, or less than three feet in depth, not intended to support structures, which do not exceed fifty cubic yards on any one lot and does not change the existing drainage pattern.
4. Temporary excavations in a public street or right-of-way for which a permit has been issued by the Department of Public Works.
5. An excavation below finish grade for a basement, footing, retaining wall, swimming pool, or other structure authorized by a valid permit, which excavation will be completely occupied by and retained by the structure authorized by valid building permit.

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6. A fill above existing grade, which fill will be retained by the exterior wall of a building, a retaining wall, swimming pool or other structure authorized by a valid building permit.
 7. Gardening and routine agricultural crop management practices.
 8. Excavations for utilities installed pursuant to permits issued by the Building Department and/or the Department of Public Works.
 9. Refuse disposal sites controlled by other regulations.
 10. Mining, quarrying, excavating, processing, stockpiling of rock, sand, gravel, aggregate or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous buildings or property and required permits are obtained.
 11. Exploratory excavations under the direction of soils engineers or engineering geologist.
 12. Routine maintenance of private roads.
 13. Clearing of vegetation for fire protection purposes within one hundred (100) feet of a dwelling unit. Any additional clearing for fire prevention, control or suppression purposes is exempt when authorized or required in writing by a fire prevention or suppression agency.

In addition, all excavations or fills that disturb one (1) acre or greater must comply with the State Construction Stormwater Permit and supply a copy of the required Storm Water Pollution Prevention Plan (SWPPP) and Waste Discharger Identification (WDID) number, to the Town Engineer.

15.02.150 Section J104.2 Permit Application and Submittals, Site Plan Requirements, amended.

Section J104.2 Information on Plans and in Specifications. Plans shall be drawn to scale upon substantial paper and shall be of sufficient clarity to indicate the nature and extent of work proposed and shown in detail that they will conform to provisions of ordinances, rules and regulations. The first sheet shall give the location of the work and the name and address of the owner and the person by whom they were prepared. At the sole discretion of the Building Official/Town Engineer, the plans may be required to be professionally prepared, and/or stamped and signed by a Registered Civil Engineer, and additional information may be required, if applicable to the site or grading operation proposed.

The plans shall include the following information, at a minimum:

1. Vicinity Map showing the project site in relationship to surrounding areas, water courses, water bodies and other significant geographic features, roads and structures.
2. Site Map and Grading plan showing: topographic and boundary survey with existing and proposed contours, with enough off-site contours included to show how surface water will flow onto and off the site; slope arrows and slopes; proposed limits of cuts and fills and other earthwork; proposed retaining structures; existing off-site structures within fifteen (15) feet of the site boundary and other off-site improvements, including but not limited to underground utilities, septic systems, water wells and french drains which may be affected by the grading work; public and private easements of record; typical sections of areas to be graded and profiles of all proposed traveled ways for vehicles and pedestrians; all proposed uses for the site; all proposed divisions; rock disposal areas, buttress fills or other specials features.

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3. Drainage plan showing: all drainage devices, walls, cribbing or other protective devices and estimated runoff; building site including elevations of floors with respect to finish site grade and locations of proposed stoops, slabs and fences that may affect drainage.
 4. A statement of the quantities of material to be excavated and/or filled and the amount of such material to be imported to or exported from the site.
 5. A statement of the estimated starting and completion dates for work covered by the permit.
 6. Erosion and Sediment control plans when required by the Town Engineer shall be prepared, stamped and signed by a Registered Civil Engineer or Erosion Control Professional and shall include all the following:
 - (a) Interim measures designed to prevent excessive storm runoff of water or solid materials onto adjacent property, streets or watercourses including, but not limited to short term erosion control planting, waterproof slope covering, check dams, interceptor ditches, benches, storm drains, dissipation structures, diversion dikes, retarding berms and barriers, devices to trap, store and filter out sediment and storm water retention basins.
 - (b) A narrative description of measure to be taken, planting materials and specifications, maintenance provisions and fertilizers. A statement: the plans are subject to change as conditions change.
 - (c) Calculations of anticipated storm water runoff or runoff and sediment volumes shall be included, if required by the Building Official or the Town Engineer.
 - (d) The name, address and contact telephone number of the person responsible for emergency call out in the event of apparent danger to life or property as determined by the Town Engineer or Building Official.

15.02.160 Section J104.5 Grading Bonds, added.

Section J104.5 Grading Bonds.

- (a) Bond Requirements. Whenever an application for grading permit is filed for the excavation or fill and the nature of the work is such that if left incomplete, will create a hazard to human life or endanger adjoining property, or the volume of the work is over 200 cubic yards, or property at a higher or lower level, or to any street or street improvement or any other public property, the Building Official/Town Engineer shall, before issuing the grading permit, have the discretion to require the applicant to guarantee faithful performance and payment of labor and material in a bond amount determined by the Town Engineer, which shall be not less than one hundred percent (100%) of the total estimated cost of the work, including corrective work necessary to remove or eliminate geological hazards. An additional cash deposit may be required by the Town Engineer in the form of a cash bond sufficient to cover the cost of site cleanup and debris removal. Where grading is required on property adjacent to the grading site to complete a project satisfactorily, the owner of the adjacent property need not provide additional security if the original guarantee is of sufficient amount to include such additional grading. Each bond and agreement shall remain in effect until the work authorized by the grading permit is completed and approved by the Town Engineer.

(b) Type of Bond. A guarantee of faithful performance and payment of labor and material, when required under the provisions of this section, shall be provided by one of the following methods:

1. Bonds executed by the applicant, as principal, and a corporate surety authorized to do business in the State, as surety, and in a form furnished by the Town Engineer and approved by the Town Attorney.
2. A cash deposit with the Town.
3. An instrument or instruments of credit from one or more financial institutions subject to regulation by the state or federal government pledging that the funds necessary to meet the performance are on deposit and guaranteed for payment, and an agreement that the funds designated by the instrument shall become trust funds for the purpose of securing faithful performance and payment of labor and material. The instrument of credit and agreement shall first be approved by the Town Attorney.

(c) Procedure on Default.

1. Whenever the Town Engineer finds that a default has occurred in the performance of any term or condition of any grading permit, written notice of the fact of default shall be given to the principal and to the corporate surety, financial institution or the depositor, stating the work to be done and the period of time deemed by the Town Engineer to be reasonably necessary for the completion of such work. Thirty days after the receipt of such notice the principal or the surety shall perform or cause the required work to be performed by commencing and diligently prosecuting the work to its completion. If either or both of them fail to commence such work within thirty (30) days, or having so commenced the work, fail, neglect or refuse to proceed diligently to complete the same within the time so specified in the notice, then the Town may enter the premises and do the work, and the cost and expense of doing the work so specified shall be the obligation of the principal and the surety, and shall be a part of the terms of the performance bond in consideration of the issuance of the grading permit.
2. If a cash bond has been posted, notice of default as provided by subdivision 1 of this subsection is given to the depositor, and if the depositor fails to cause the required work to be resumed as set forth in the notice within thirty (30) days after receipt thereof, the Town Engineer shall proceed without delay and without further notice or proceedings whatsoever to use the cash deposited, or any portion thereof, and cause the required work to be completed by such mode as he deems convenient. The balance of such cash deposit, if any, shall, upon the completion of the work, be returned to the depositor or his successor or assigns after deducting ten percent (10%) thereof.
3. If an instrument of credit is used to guarantee performance, notice of default shall be given, as provided in subdivision 1 of this subsection to the principal and to the financial institution issuing the instrument of credit, and if the principal fails to cause the required work to be resumed as set forth in the notice within thirty (30) days after receipt thereof, the Town Engineer shall make a demand upon the financial institution for the payment of the estimated costs from the trust fund held by the financial institution pursuant to the agreement. Upon receipt of said sum, the Town Engineer shall proceed without delay and without further notice or proceedings whatsoever to use the sum, or any portion thereof, and cause the required work to be completed by

such mode as he deems convenient. The balance of such sum, if any, shall, upon the completion of the work, be returned to the financial institution, its successors or assigns, after deducting ten percent (10%) thereof; but if the financial institution fails or refuses to pay over said sum, then the Town Engineer shall proceed as in subdivision 1 of this subsection and shall look to said institution for the costs and expenses of the work, and the contractual liability of such institution therefore shall be a term or condition of its agreement.

15.02.170 Section J105.3 Grading Inspections, added.

Section J105.3 Inspections. If required in the Grading Permit, or if notified by the Town Engineer or Inspector that an inspection notice is required, the owner or his agent shall notify the Town Engineer/Inspector twenty-four (24) hours in advance of the time when the grading operation is ready for each of the following inspections.

Required Inspection Notices:

1. Initial inspection. When the permittee is ready to begin work, but before any grading is started;
2. Toe Inspection. After the natural ground is exposed and prepared to receive fill, but prior to the placement of any fill;
3. Excavation Inspection. After the excavation is started, but before the vertical depth of the excavation exceeds ten (10) feet;
4. Fill Inspection. After the fill emplacement is started, but before the vertical height of the lifts exceeds ten (10) feet;
5. Drainage Device Inspection. After forms, pipe and wire mesh are in place, but before any concrete is placed;
6. Final Inspection. When all work, including installation of all drainage structures, other protective devices, irrigation systems, planting and slope stabilization has been completed as per the approved grading plan and required reports have been submitted;
7. Other Inspection. In addition to the called inspections above, the Town Engineer may make periodic inspections of the grading operations to ascertain compliance with the provisions of this Chapter.

15.02.180 Section J106.2 Rounding of Cut Slopes, added.

Section J106.2 Rounding of cut slopes. All cut slopes shall be rounded/conformed into the existing terrain to produce a contoured transition from cut face to natural ground where conditions permit.

15.02.190 Section J106.3 Private Road Construction, added.

Section J106.3.1 Private Road Construction. (1) All private road construction involving grading shall be done under permit pursuant to the provisions of this section and shall be subject to the requirements stated in the Town of Paradise "Public and Private Road Standards of the Town of Paradise."

15.02.200 Section J107.7 Rounding of Fill Slopes, added.

Section J107.7 Rounding of Fill Slopes. All fill slopes shall be rounded/conformed into the existing terrain to produce a contoured transition from fill face to natural ground where conditions permit.

15.02.210 Section J109.5 Overflow Protection, added.

Section J109.5 Overflow Protection. Berms, swales or other devices shall be provided at the top of cut or fill slopes to prevent surface waters from overflowing onto and damaging the face of the slope. Gutters or other special drainage controls shall be provided where the proximity of runoff from buildings or other structures is such as to pose a potential hazard to slope integrity.

15.02.220 Section J110.3 Disturbed Surfaces, added.

Section J110.3 Disturbed Surfaces. All disturbed surfaces resulting from grading operations shall be prepared and maintained to control erosion. Dust from grading operations must be controlled. The owner or contractor may be required to keep adequate equipment on the grading site to prevent dust problems.

15.02.230 Section J110.4 Rainy Season Grading Precautions, added.

Section J110.4 Rainy Season Grading Precautions.

1. The period between the first day of October and the following fifteenth day of April is found and determined to be the period in which heavy rainfall normally occurs in the Town. During this period, regardless of an actual rain event, no grading work in excess of two hundred fifty (250) cubic yards may be commenced on any single grading site if the Town Engineer determines that such work will endanger the public health or safety, or performance of the proposed grading activity is deemed not feasible to protect with erosion control measures, or in the best engineering judgement of the Town Engineer, should not be performed due to other related circumstances. Issuance of Grading Permits of any amount during this time are at the sole discretion of the Building Official/Town Engineer.
2. If grading operations are to be conducted during such period, plans for erosion control devices shall be submitted to the Town Engineer and design approval obtained prior to starting work.
3. All persons performing any grading operations during such period shall put into effect all safety precautions which are necessary to protect public and private property and access ways. All loose dirt shall be removed from the grading site and adequate erosion control or drainage devices, debris basins, or other safety devices shall be installed to protect persons and property from damage of any kind. All temporary erosion control devices, including desilting basins, shall be installed and be operative no later than the first day of November of each year, or as required to comply with local and State erosion control requirements.

**Chapter 15.03 2022 2025 CALIFORNIA RESIDENTIAL CODE (TITLE 24, PART 2.5) BASED
UPON THE 2021 2024 INTERNATIONAL RESIDENTIAL CODE (ICC)**

15.03.010 2022 2025 California Residential Code Title 24, Part 2.5, adopted.

The 2022 California Residential Code, Title 24, Part 2.5 including Appendices "A.H.", "A.J.", "A.K.", "A.Q.", "A.W.", and "A.X." "BB", "BF", "BG", "BM", "BO", "CI" known as the California Residential Code, as published and adopted by the California Building Standards Commission, including the Town's amendments and additions, is hereby adopted by reference and incorporated herein as if fully set forth.

15.03.020 Chapter 1, Division II, Section R105.2, Work Exempt from Permits, added.

14. Floor sheathing, decking and exterior siding repair - limited to 100 square feet of floor sheathing or siding and less than 100 linear board feet of decking.
15. Replacement, repair or overlay of less than 10% not to exceed 100 square feet of an existing roof within any 12-month period, all repairs shall be Class A only.
16. Approved prefabricated carports serving residential land uses open on two or more sides, do not exceed 480 square feet in footprint, are installed per the manufacturer's instructions, and are located in compliance with applicable building or structure setbacks.

15.03.030 Chapter 1, Division II, Section R108.5, Refunds, amended.

The Building Official may authorize refunding of a fee paid hereunder which was erroneously paid or collected. The Building Official may authorize refunding of not more than 80 percent of the permit or plan review fee paid when no work or plan examination has been done under an application or permit issued in accordance with this code, provided a written refund application is filed by the original permittee prior to the expiration of the permit.

15.03.040 Chapter 1, Division II, Section R108.6, Work Commencing Before Permit Issuance, amended.

Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before first obtaining the necessary permits shall be subject to a penalty equal to the permit fee to be paid in addition to the permit fee when obtaining the building. All fees must be paid prior to release of the permit.

15.03.050 Chapter 2, Section 202, Definitions, added.

New Construction: For the purposes of enforcing the provisions of the California Fire Code, California Building Code, and the California Residential Building Code, any work, addition to, remodel, repair, renovation, or alteration of any building(s) or structure(s) shall be considered

"New Construction" when 50 percent or more of the exterior weight bearing walls are removed or demolished.

15.03.060 Chapter 3, Section ~~R313.2.2~~ R309.2.2 Alarms, added.

One exterior approved audible sprinkler water flow alarm device shall be connected to every automatic fire sprinkler system in an approved location. Such device shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system.

Multipurpose Piping Sprinkler System: In this system, the piping is intended to serve both domestic needs and the fire protection needs from one common piping system throughout the dwelling unit. A passive purge system is a multipurpose type, where a single toilet (or multiple toilets) is supplied in addition to the fire sprinklers. A single check valve is required in this type of system. Water flow device shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Water flow device may have an alarm delay of no more than 90 seconds.

15.030.070 Chapter 3, Section ~~R337.1.3~~, Exceptions 1 & 2: Accessory Structures and Section ~~R337.5.4~~ Roof Gutters, amended.

~~R337.1.3, Exception 1: Buildings of an accessory character classified as Group U occupancy and not exceeding 120 square feet in floor area, when located at least 30 feet from an applicable building (as written in current code).~~

~~R337.1.3, Exception 2: Buildings of an accessory character classified as Group U occupancy exceeding 120 square feet in size, based on the exterior measurements of the structure, shall comply with Section R337 and Wildland Urban Interface requirements.~~

~~R337.5.4: Roof gutters of a non-combustible material shall be provided with means of preventing accumulation of leaves and debris in the gutter.~~

15.030.080 Chapter 9, Section ~~902.1~~, Roofing Covering Material, amended.

~~All roofing materials shall be installed in accordance with the manufacturer's installation instructions. The entire roof covering of every new structure shall be a minimum Class "A" roof covering. Any roof covering material applied in the alteration, repair or replacement of the roof of the existing structure shall be a minimum of a Class "A" roof covering. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within a one-year period shall be a minimum of a Class "A" roof covering. The owner of any structure regulated by this code shall comply with the provisions of this section relating to roofing materials.~~

Chapter 15.04 2022 2025 CALIFORNIA ELECTRICAL CODE (TITLE 24, PART 3) BASED UPON THE 2020 2023 NATIONAL ELECTRICAL CODE (NFPA)

15.04.010 Adoption.

The 2022 2025 California Building Standards Code, Title 24, Part 3, California Electrical Code, including the informative Annexes "A", "B", "C", "D", "F", "G", "I", and "J" as published and

adopted by the California Building Standards Commission, is adopted by reference and incorporated herein as if fully set forth in this Chapter.

**Chapter 15.05 2022 2025 CALIFORNIA MECHANICAL CODE (TITLE 24, PART 4) BASED
ON THE 2021 2024 UNIFORM MECHANICAL CODE (IAPMO)**

15.05.010 Adoption.

The 2022 2025 California Building Standards Code, Title 24, Part 4, California Mechanical Code including Appendices "B", "C", "D", "F", and "G" as published and adopted by the California Building Standards Commission is adopted by reference and incorporated herein as if fully set forth in this Chapter.

**Chapter 15.06 2022 2025 CALIFORNIA PLUMBING CODE (TITLE 24, PART 5) BASED
UPON THE 2021 2024 UNIFORM PLUMBING CODE (IAPMO)**

15.06.010 Adoption.

The 2022 2025 California Building Standards Code, Title 24, Part 5, California Plumbing Code, including Appendices "A", "B", "F", "G", "H", "I", and "J" as published and adopted by the California Building Standards Commission is adopted by reference and incorporated herein as if fully set forth in this Chapter.

Chapter 15.07 2022 2025 CALIFORNIA ENERGY CODE (TITLE 24, PART 6)

15.07.010 Adoption.

The 2022 2025 California Building Standards Code, Title 24, Part 6, California Energy Code, including Appendices "1-A" and "1-B" as published and adopted by the California Building Standards Commission is adopted by reference and incorporated herein as if fully set forth in this Chapter.

**Chapter 15.08 2022 2025 CALIFORNIA HISTORICAL BUILDING WILDLAND-URBAN
INTERFACE CODE
(TITLE 24, PART 87)**

15.08.010 Adoption.

The 2022The 2025 California Building Standards Code, Title 24, Part 7, California Wildland-Urban Interface Code, as published and adopted by the California Building Standards Commission, is adopted by reference and incorporated herein as if fully set forth in this Chapter.

**Chapter 15.08 09 2022 2025 CALIFORNIA HISTORICAL BUILDING CODE
(TITLE 24, PART 8)**

15.08 09.010 Adoption.

The 2022 2025 California Building Standards Code, Title 24, Part 8, California Historical Building Code, including Appendix A as published and adopted by the California Building Standards Commission, is adopted by reference and incorporated herein as if fully set forth in this Chapter.

Chapter 15.09 2022 2025 CALIFORNIA FIRE CODE (TITLE 24, PART 9)

15.09 10.010 2022 California Fire Code (Title 24, Part 9), adopted.

The 2022 California Building Standards Code, Title 24, Part 9, including Appendix Chapters 4, "B", "B.B.", "C", "CC", "D", "E", "F", "G", "H", "I", "K" "N" and "O" "P" known as the California Fire Code, as published and adopted by the California Building Standards Commission, including the Town's amendments and additions, is hereby adopted by reference and incorporated herein as if fully set forth.

15.09 10.020 Chapter 1, Division II, Section 103, Dept. of Fire Prevention, amended.

The California Fire Code shall be enforced by the Fire Prevention Bureau within the Town of Paradise, which is hereby established, and which shall be operated under the direction of the Fire Chief of the Fire Department. The Fire Chief of the Fire Department may detail to the fire prevention bureau such members of the Fire Department as may from time to time be necessary. The Fire Chief of the Fire Department shall review, authorize, or require technical experts as may be necessary in order to ensure that life and property protection requirements have met the requirements of this and all other Title 24 codes and standards.

Sections 103.1; 103.2; and 103.3 are hereby deleted in their entirety.

15.09 10.030 Chapter 1, Division II, Section 105.2.3, Time Limitation of Application, amended.

An application for a permit for any proposed work shall expire one (1) year after the date of filing unless the permit has been issued.

15.09 10.040 Chapter 1, Division II, Section 106.6.29 105.5.33, Miscellaneous Combustible Storage, amended.

An operational permit is required to store in any building or upon any premises in excess of 2,500 cubic feet gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork, firewood (retail or storage) or similar combustible material.

15.09 10.050 Chapter 1, Division II, Section ~~109.3~~ 113.4, Violation Penalties, amended.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as set forth in section 15.02.210. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

15.09 10.060 Chapter 1, Division II, Section ~~111.4~~ 114.4, Failure to Comply, amended.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$100 or more than \$500.

15.09 10.070 Chapter 1, Division II, Section 113.3, Work commencing before permit issuance, amended.

Any *person* who commences any work, activity or operation regulated by this code before obtaining the necessary permits shall be subject to an investigation fee that is equal to 50% of the original permit fee, which shall be in addition to the required permit fees.

15.09 10.080 Chapter 1, Division II, Section ~~113.5~~ 108.6, Refunds, amended.

The Fire Marshal may authorize refunding of a fee paid hereunder which was erroneously paid or collected. The Fire Marshal may authorize refunding of not more than 80 percent of the permit or plan review fee paid when no work or plan examination has been done under an application or permit issued in accordance with this code, provided a written refund application is filed by the original permittee prior to the expiration of the permit.

15.09.090 Chapter 2, Section 202, Definitions, ~~Sky Lantern~~, added.

~~SKY LANTERN: An unmanned device with a fuel source that incorporates an open flame in order to make the device airborne.~~

NEW CONSTRUCTION: For the purposes of enforcing the provisions of the California Fire Code, California Building Code, and the California Residential Building Code, any work, addition to, remodel, repair, renovation, or alteration of any building(s) or structure(s) shall be considered "New Construction" when 50 percent or more of the exterior weight bearing walls are removed or demolished.

15.09 10.100 Chapter 3, Section 307.1, General Open Burning, amended.

Burn permits are required for all outdoor burning within the Town of Paradise limits with the exception of barbeque equipment used for the preparation of food and outdoor fireplaces or warming devices used in accordance with the manufacturer's specifications, approved screening not to exceed 3/8-inch opening and in a safe manner.

Residential Burn Permits: Permits shall be issued annually, July 1 through June 30 by application to the Town of Paradise Fire Chief. Burn permits may be limited, restricted, suspended, revoked, denied, or prohibited as determined by the Fire Chief as set forth in this Chapter. A fee in accordance with the Master Fee schedule of the Town of Paradise shall be

charged. Permits shall only be valid for the address and name of the individual cited on the permit. Permits shall not be transferable to other addresses or individuals. Permits may be issued to persons to perform maintenance on residential property, providing the owner of the residential property has given their written consent and that the written consent is produced to the Fire Chief and verified as to the owner of record. The owner shall be responsible for the cost of a Fire Department response caused by the maintenance person as a result of an escape burn in violation of the rules of the burn permit on behalf of the maintenance person. Residential burn permits shall be issued for parcels containing one- and two-family residences, for which an address has been issued by the Town of Paradise, and only for the purpose of maintenance of vegetation growth on the parcel. Garbage, rubbish, demolition, construction debris, lumber, painted or treated lumber, plywood, particle board, petroleum waste, tires, plastics, cloth or other similar smoke producing materials are strictly prohibited from being burned. Burn bans shall be strictly adhered to. Failure to follow the burn ban restrictions may result in the requirements of Section 109.3 as amended to apply and any emergency response cost recovery.

Land Clearing/Broadcast Burning Permits: Land clearing/Broadcast Burning Permits may be issued for a single parcel greater than five (5) acres or for multiple contiguous parcels under common ownership or control that collectively exceed five (5) acres. Permits are issued for a specific timeframe to coincide with the time when open, outdoor burning is permitted. The Broadcast Burning Permit regulates controlled burn operations and requires the Permittee to complete a written Burn Plan, as adopted by Resolution, and submit it to the Fire Department for approval. The Permittee must adhere to all conditions outlined in both the approved Permit and Burn Plan throughout the duration of the operation. Land Clearing/Broadcast Burning Permits may be limited, restricted, suspended, revoked, denied, or prohibited as determined by the Fire Chief as set forth in this Chapter. The Fire Department, with the authorization of the Fire Chief, may revoke the permit at any time due to unsafe conditions, practices, or violations of the permit. Land clearing/Broadcast Burning permits expire when seasonal burn bans go into effect in the late spring of each year and shall be null and void. Persons burning on the property for which a permit is issued shall be responsible for following all of the requirements of that permit until the permit has expired or is revoked. Burning of wood waste from trees, vines, or bushes on property being developed for commercial or residential purposes, may be disposed of by open outdoor fires on the property where it was grown, pursuant to the provisions of section 41802—41805 of the California Health and Safety Code and in compliance with the conditions of Butte County Air Quality Management District Rule 300, and authorized by the Town of Paradise Fire Department. Permits are required by both agencies prior to burning. All burning times must be strictly adhered to otherwise it may require another method of disposal. The land clearing/Broadcast burn site must be determined and inspected prior to releasing the permit by the Paradise Fire Department. This site must be the only site authorized to burn once the permit is issued. Any changes in site location will require additional inspections and fees. The owner shall be responsible for the cost of a Fire Department response caused by the maintenance person as a result of an escape burn in violation of the rules of the burn permit on behalf of the maintenance person. Garbage, rubbish, demolition, construction debris, lumber, painted or treated lumber, plywood, particle board, petroleum waste, tires, plastics, cloth or other similar smoke producing materials are strictly prohibited from being burned.

Fuel Reduction Permits: Fuel reduction permits are issued for parcels $\frac{3}{4}$ acre or larger on an annual basis July 1 through June 30 by application to the Town of Paradise Fire Chief. Fuel Reduction Permits may be limited, restricted, suspended, revoked, denied, or prohibited as determined by the Fire Chief as set forth in this Chapter. Fuel reduction permits expire when the

seasonal burn ban goes into effect in the late spring of each year. Persons burning on the property for which the permit is issued shall be responsible for following all of the requirements of that permit as indicated until the permit expires or is revoked. The Fire Department may revoke the permit at any time due to unsafe burning conditions, practices, or violations of the permit. Burning of wood waste from trees, vines, or bushes on existing improved property, may be disposed of by open outdoor fires on the property where it was grown, pursuant to the provisions of section 41802—41805 of the California Health and Safety Code and in compliance with the conditions of Butte County Air Quality Management District Rule 300, and authorized by the Town of Paradise Fire Department. All burning times must be strictly adhered to otherwise it may require another method of disposal. The fuel reduction burn site must be determined and inspected prior to releasing the permit by the Paradise Fire Department. This site must be the only site authorized to burn once the permit is issued. Any changes in site location will require additional inspections and fees. The owner shall be responsible for the cost of a Fire Department response caused by the maintenance person as a result of an escape burn in violation of the rules of the burn permit on behalf of the maintenance person. Garbage, rubbish, demolition, construction debris, lumber, painted or treated lumber, plywood, particle board, petroleum waste, tires, plastics, cloth or other similar smoke producing materials are strictly prohibited from being burned.

Campfires/Bon Fires/Recreational Fires and Special Event Fires: Permits are required for these activities and a permit fee will be charged in accordance with the Master Fee schedule adopted by the Town Council. A minimum of 48 hours' notice is required for the inspection. Such activities shall be in strict conformance with the requirements provided for on the permit and the requirements within Section 307 of the California Fire Code. Permits are issued on an annual basis to coincide with the time when open, outdoor burning is permitted, unless they are approved by the Fire Chief.

15.09 ~~10.110~~ Chapter 3, Section 308.6.3, added 1.7 amended.

Sky Lanterns or similar devices. The ignition and/or launching of a Sky Lantern or similar device is prohibited. Exceptions: Upon approval of the fire code official, sky lanterns may be used as necessary for religious or cultural ceremonies providing that adequate safeguards have been taken as approved by the fire code official. Sky Lanterns must be tethered in a safe manner to prevent them from leaving the area and must be constantly attended until extinguished.

15.09 ~~10.120~~ Chapter 5, Section 503.2.1 Dimensions, amended.

Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Residential driveways shall comply with Town of Paradise Road Standards.

15.09 ~~10.130~~ Chapter 5, Section 503.2.3, Surface, amended.

Fire apparatus access roads shall be designed and maintained to support the imposed load of fire apparatus at 75,000 pounds and shall be surfaced so as to provide all-weather driving capabilities.

15.09 10.140 Chapter 5, Section 503.4.1, Roadway Design Features, added.

Roadway design features (speed bumps, speed humps, speed control dips, etc.) which may interfere with emergency apparatus responses shall not be installed on fire apparatus access roadways.

15.09 10.150 Chapter 5, Section 503.6, Gates, amended.

The installation of security gates across a fire apparatus access road shall be approved by the Fire Marshal. Where security gates are installed, they shall have an approved means of emergency operation. The emergency gates and emergency operation shall be maintained operational at all times. Electric gate operators are required when serving five or more residential lots, Assembly occupancies, Hazardous occupancies, Institutional occupancies, and Storage occupancies and shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F-2200. Access keypads shall be provided that are coded with the fire department emergency access code as specified. Plans and specifications shall be submitted for review and approval by the Fire Prevention Bureau prior to installation.

15.09 10.160 Chapter 5, Section 505.3, Map/Directory, added.

A lighted directory map, meeting current Fire Department standards, shall be installed at each driveway entrance to a multiple unit residential project and mobile home parks, where the number of units in such projects exceeds 15.

15.09 10.170 Chapter 5, Section 507.1.2, Required Water Supply, added.

Group R Division 3 Occupancies (Residential one- and two-family dwellings, mobile homes, manufactured housing, or modular home) shall comply with the fire flow requirements of Appendix "B". Fire Flow may be reduced to 750 GPM at 20 PSI for two hours when the unit is fully protected in accordance with NFPA 13D and there are no exposures of other buildings within twenty (20) feet of each other; otherwise the minimum required water supply capability will be in accordance with Appendix "B". In no case shall the water supply capability be less than 1000 GPM at 20 PSI for two hours within the requirements found in Appendix "B".

The required water supply for a detached "U" occupancy accessory to a Residential one and two family dwelling is not required to meet the water supply requirements of Appendix "B" if the "U" occupancy is less than 1500 square feet and separated from the dwelling unit by a minimum of 20 feet. If both requirements cannot be met then the requirements of Appendix "B" will apply.

15.09 10.180 Chapter 5, Section 510.6.1 Testing and proof of compliance, added.

5. At the conclusion of the testing, a report, which shall verify compliance with Section 510.5.4, shall be submitted to the fire code official. In addition, one complete copy of the report shall be posted in the building, on the wall immediately adjacent to the Fire Alarm Control Panel.

15.09 10.190 Chapter 9, Section 901.4.2, Non-required Fire Protection Systems, amended.

Any fire protection system not required by this code or the California Building Code shall be allowed to be furnished for complete protection only provided such installed system meets the requirements of this code and the California Building Code.

15.09 10.200 Chapter 22 23, Section 2306.2.3, Aboveground Storage Tanks, amended.

The storage of class I, II, and III liquids in aboveground tanks outside of buildings is prohibited in all areas of the Town except in areas zoned as Industrial Services (I.S.).

Exception: The installation of approved listed above ground storage tanks shall be allowed in areas zoned for commercial purposes. Such tanks shall meet with State and County Environmental codes, and the California Fire and Building Code requirements. Aggregate quantities and type(s) of liquid(s) to be stored shall not exceed 2,000 gallons. Tanks shall be located outside of buildings and in accordance with the requirements of the California Fire and Building Codes. On those rare occasions when there may be need for additional tank capacity beyond the 2,000 gallons, the applicant can submit a written request to the Fire Marshal. The Fire Marshal, after evaluating the circumstances, shall have the authority to modify the conditions to the installation of such tanks. Above ground storage tanks used only for heating fuels to heating appliances in areas zoned residential shall meet the requirements of the California Fire Code and the Town of Paradise Administrative policy but in no case shall tanks exceed 250 gallons.

15.09 10.210 Chapter 56, Fireworks, is deleted, amended.

Refer to Paradise Municipal Code Title 8 Chapter 8.44 for prohibition on fireworks.

The storage of explosives and blasting agents is prohibited within the limits of the Town of Paradise, except for temporary storage between the hours of 6:00 a.m. and 6:00 p.m. for use in connection with blasting operations approved by the Fire Marshal. This prohibition shall not apply to stock of small arms ammunition and supplies for retail or approved manufacturing facilities as outlined under the California Fire Code.

15.09 10.220 Appendix B, Section B105.2 Exception 1, Reduced Fire Flow, amended.

A reduction in required fire flow of 50 percent is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with section 903.1.1 or 903.3.1.2. The resulting fire flow shall not be less than 1,500 GPM at 20 PSI for prescribed hours provided for in Table B105.1.

15.09 10.230 Appendix D, Table D103.4, Requirements for Dead-End Access, amended.

Table D103.4, Requirements for Dead End Access and Turn Around, shall be used as a guide only. The Town of Paradise Fire Department Administrative Policy for turn-around requirements shall be complied with as though set forth in this amendment.

**Chapter 15.10-2022 11 2025 CALIFORNIA EXISTING BUILDING CODE
(TITLE 24, PART 10)**

15.10 11.010 Adoption.

The 2022 2025 California Building Standards Code, Title 24, Part 10, California Existing Building Code, as published and adopted by the California Building Standards Commission, is adopted by reference and incorporated herein as if fully set forth in this Chapter.

**Chapter 15.11 2022 12 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE
(TITLE 24, PART 11)**

15.11 12.010 Adoption.

The 2022 2025 California Building Standards Code, Title 24, Part 11, California Green Building Standards Code, including Appendices A4 and A5 as published and adopted by the California Building Standards Commission is adopted by reference and incorporated herein as if fully set forth in this Chapter.

Chapter 15.12 2022 13 2025 CALIFORNIA ADMINISTRATIVE CODE (TITLE 24, PART 1)

15.12 13.010 Adoption.

The 2022 2025 California Building Standards Code, Title 24, Part 1, California Administrative Code, as published and adopted by the California Building Standards Commission is adopted by reference and incorporated herein as if fully set forth in this Chapter.

**Chapter 15.13 2022 14 2025 CALIFORNIA REFERENCED STANDARDS CODE (TITLE 24,
PART 12)**

15.13 14.010 Adoption.

The 2022 2025 California Building Standards Code, Title 24, Part 12, California Referenced Standards Code, as published and adopted by the California Building Standards Commission is adopted by reference and incorporated herein as if fully set forth in this Chapter.

Chapter 15.14 15 SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS

15.14 15.010 Purpose.

- A. California Government Code Section 65850.5 provides that every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.
- B. California Government Code Section 65850.5 provides that in developing an expedited permitting process, the city, county, or city and county shall develop a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop such a checklist.

15.14 15.020 Definitions.

- A. "Small residential rooftop solar energy system" means all of the following:
 - 1. A solar energy system that is no larger than ten (10) kilowatts alternating current nameplate rating or thirty (30) kilowatts thermal.
 - 2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the Town and Civil Code Section 714(c)(iii), as such section or subdivision may be amended, renumbered, or redesignated from time to time.
 - 3. A solar energy system that is installed on a single or duplex family dwelling.
 - 4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.
- B. "Solar energy system" has the same meaning set forth in Civil Code Section 801.5(a)(1) and (2), as such section or subdivision may be amended, renumbered, or redesignated from time to time.

15.14 15.030 Review process.

- A. The checklist shall be published on the Town's internet web site. An applicant may submit the permit application and associated documentation to the Town's building division in person or mailed together with any required permit processing and inspection fees.
- B. Prior to submitting an application, the applicant shall:
 - 1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the installation and the maintenance thereof; and
 - 2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads,
- C. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however, the subsequent inspection need not conform to the requirements of this subsection.
- D. An application that satisfies the information requirements in the checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
- E. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval shall not include any necessary approval or permission by a local utility

provider to connect the small residential rooftop energy system to the provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

Chapter 15.15 16 ELECTRIC VEHICLE CHARGING STATIONS

15.15 16.010 Purpose.

This Chapter aims to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This Chapter is also purposed to comply with California Government Code Section 65850.7.

15.15 16.20 Definitions.

- A. "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built-in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.
- B. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
- C. "Electronic submittal" means the utilization of one or more of the following:
 - 1. Electronic mail or email.
 - 2. The internet.
 - 3. Facsimile.

15.15 16.030 Expedited Permitting Processes.

Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review. The expedited streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's Office of Planning and Research. The Town's adopted checklist shall be published on the Town's website.

- A. Deems an application to install an E.V. charging station complete if the building official of the city, county, or city and county has not either deemed the application complete or written a correction notice detailing the deficiencies in the application within the following periods:
 - 1. Five business days of the application being submitted to construct at least one and up to 25 charging stations at a single site.

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2. Ten business days of the application being submitted to construct more than 25 charging stations at a single site.
- B. Deems approved an application to install an E.V. charging station 20 business days after the application was deemed complete for an installation of up to 25 charging stations at a single site or 40 business days for an installation of more than 25 charging stations if all the following are valid:
1. The building official has not administratively approved or denied the application based on the requirements of AB 1236.
 2. The building official has not found that the E.V. charging station could have a specific adverse impact on public health or safety or require the applicant to apply for a use permit.
 3. An appeal has not been made to the planning commission of the Town.

~~15.15~~ 16.040 Permit Application Processing.

- A. Before submitting an application for processing, the applicant shall verify that installing an electric vehicle charging station will not have a specific, adverse impact on public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding, and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.
- B. A permit application that satisfies the information requirements in the Town's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meet the requirements of the Town adopted checklist and are consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until the Town grants approval. If the Building Official determines that the permit application is incomplete, they shall issue a written correction notice to the applicant detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
- C. Consistent with Government Code Section 65850.7, the Building Official shall allow for the electronic submittal of permit applications covered by this Ordinance and associated supporting documentation. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in place of a wet signature by any applicant.

~~15.15~~ 16.050 Technical Review.

- A. This Ordinance intends to encourage the installation of electric vehicle charging stations by removing obstacles to permitting charging stations so long as the action does not supersede the Building Official's authority to address higher-priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact on public health or safety, as defined in this Chapter, the Town may require the applicant to apply for a use permit.
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- B. In the technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

15.15 16.060 Electric Vehicle Charging Station Installation Requirements.

- A. Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.
- B. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means, and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.
- C. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.
- D. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy and the manufacturer's installation instructions provisions. Mounting of charging stations shall not adversely affect building elements.

SECTION 2. Pursuant to California Environmental Quality Act (CEQA) Guidelines section 15308 this Ordinance is exempt from CEQA in that it is a Class 8 categorical exemption for actions taken by a regulatory agency to establish procedures for the protection of the environment.

SECTION 3. This Ordinance shall take effect on January 1, 2026. 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 ____ day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steve Crowder, Mayor

ATTEST:

Melanie Elvis, Town Clerk/Elections Official

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney



Town of Paradise
Office of the Mayor
5555 Skyway
Paradise, CA 95969
(530) 872-6291

November 12, 2025

Honorable Dennis Montali
United States Bankruptcy Court
Northern District of California
450 Golden Gate Avenue, 18th Floor
San Francisco, CA 94102

Ms. Patricia Poppe
CEO, PG&E
77 Beale Street
San Francisco, CA 94105

Re: Request to Make Camp Fire Victims Whole

Dear Judge Montali and Ms. Poppe:

On behalf of the Town of Paradise, the Town Council writes to request Camp Fire Victims be made whole from their losses. The Camp Fire, for which PG&E was found responsible, devastated and caused great harm to Town of Paradise residents. Due to PG&E's bankruptcy process, fire victims only received 70% of their determination notices.

After reducing its liability through bankruptcy proceedings, PG&E has reported record profits year after year. It is incumbent upon both PG&E and the bankruptcy court to ensure all victim notice of determinations are paid in full.

Sincerely,

Paradise Town Council

Steve Crowder, Mayor

Steve "Woody" Culleton, Vice-Mayor

Greg Bolin, Council Member

Heidi Lange, Council Member

Ronald Lassonde, Council Member