



# Town of Paradise Town Council Meeting Agenda

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March 08, 2016

Date/Time: 2<sup>nd</sup> Tuesday of each month at 6:00 p.m.

Location: Town Hall Council Chamber, 5555 Skyway, Paradise, CA

Mayor, Jody Jones  
Vice Mayor, Scott Lotter  
Council Member, Greg Bolin  
Council Member, Steve "Woody" Culleton  
Council Member, John J. Rawlings

Town Manager, Lauren Gill  
Town Attorney, Dwight L. Moore  
Town Clerk, Joanna Gutierrez  
Community Development Director, Craig Baker  
Finance Director/Town Treasurer, Gina Will  
Public Works Director/Town Engineer, Marc Mattox  
Division Chief, CAL FIRE/Paradise Fire, David Hawks  
Chief of Police, Gabriela Tazzari-Dineen

## 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 6, "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

- a. Call to Order
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Invocation
- d. Roll Call
- e. Town Council Recognitions of Employee Service to the Town Presented by Mayor Jody Jones

### 20 Years

Stephen Rowe - Police Lieutenant

### 15 Years

Robert Nichols - Police Sergeant

### 5 Years

Crystal Peters - Human Resources Manager  
Gabriela Tazzari-Dineen - Police Chief  
Anthony Lindsey - Fire Marshal/Building Official  
Jake Smith - Police Sergeant

- f. Town of Paradise Employees of the Year Presented by Town Manager Lauren Gill
  - Susan Hartman, Assistant Planner
  - Anthony Lindsey, Fire Marshal/Building Official
- g. p5 Volunteers in Police Services (VIPS) 2015 Annual Report - by Community Services Officer Charlie Rollo.

## 2. CONSENT CALENDAR

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

- 2a. p17 Approve Minutes of the January 25 and February 9, 2016 Regular Council meetings.
- 2b. p27 Approve February 2016 Cash Disbursements in the amount of \$1,732,375.12.
- 2c. p37 Waive reading of entire Ordinance No. 559 and approve reading by title only; and, adopt Ordinance No. 559, , "An Ordinance Amending Paradise Municipal Code Sections 13.04.035, 13.04.040, 13.04.070, 13.04.080, 13.04.110 and 13.04.112 Relating to Onsite Sewage Disposal Regulations."

## 3. ITEMS REMOVED FROM CONSENT CALENDAR

## 4. PUBLIC COMMUNICATION

For matters that are not on the Council business agenda, speakers are allowed three (3) minutes to address the Council. The Town Council is prohibited from

taking action on matters that are not listed on the public agenda. The Council may briefly respond for clarification and may refer the matter to the Town staff.

## 5. PUBLIC HEARINGS

### Public Hearing Procedure:

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

5a. p54 Consider (1) Concurring with the California Environmental Quality Act (CEQA) determination signed by the Town Planning Director; (2) Waiving the reading of the proposed ordinance and approve reading by title only; (3) Introducing Ordinance No. \_\_\_\_, An Ordinance Amending Section 1.09.050 of Paradise Municipal Code Chapter 1.09 Relating to Administrative Civil Citation Penalties; and, (4) Adopting Resolution No. 16-\_\_\_\_, A Resolution of the Town Council of the Town of Paradise Establishing a Temporary Amnesty Relating to the Payment of Administrative Civil Citation Penalties and Liens. (ROLL CALL VOTE)

## 6. COUNCIL CONSIDERATION

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

6a. p63 Consider approving the Professional Services Agreement with CSU, Chico Research Foundation, on behalf of the Center for Healthy Communities for an estimated amount of \$71,189 and authorize the Town Manager to execute the agreement.

The contract services for this effort will be 100% funded by the State Active Transportation Program. The budgeted grant amount for the Non-Infrastructure phase of the project is \$91,000. The estimated total contract cost is \$71,189. (ROLL CALL VOTE)

6b. p86 Consider (1) Concurring with staff's recommendation of Rolls Anderson & Rolls to perform engineering services for the Maxwell Drive Safe Routes to School Project; (2) Approving the attached Professional Services Agreement with Rolls Anderson & Rolls and authorizing the Town Manager to execute; and, (3) Authorizing the Town Manager to execute additional work orders up to 10% of the contract amount. (ROLL CALL VOTE) The professional services agreement will be 100% funded by the State Active Transportation Program. The budgeted grant amount for the Preliminary Engineering phase of the project is \$98,000. The estimated total contract cost is \$59,856.00. (ROLL CALL VOTE)

6c. p106 Consider adopting Resolution No. 16-\_\_\_\_, A Resolution approving the plans and specifications for the Measure C Road Rehabilitation Project 2016 and authorizing advertisement for bids on the project. (ROLL CALL VOTE) The proposed project includes micro-surfacing, re-striping and

placing recessed markers to maintain and extend the life of critical roadways.

6d. p110 Consider (1) Authorizing staff to award a contract Chrisp Company of Woodland, CA to perform striping modifications at the intersection of Skyway at Elliott Road at a cost not to exceed \$7,335.00; and, (2) Authorizing in-house public works staff to make structural changes to the Skyway/Elliott triangle, permitting two northbound lanes to proceed straight through intersection. (ROLL CALL VOTE)

6e. p122 Consider reinstating the Small Business Assistance Program to offer loans and grants to small businesses for start up and expansion. (ROLL CALL VOTE)

**7. COUNCIL INITIATED ITEMS AND REPORTS**

7a. p124 Consider opposing Measure SB876 (Liu), a measure that would preempt local authority to address important issues affecting public health and safety and sending a letter in opposition of SB 876 (Liu). (MAYOR JONES)

7b. Discuss allocation of Measure C Funds for the Animal Control shelter. (COUNCIL MEMBER RAWLINGS)

7c. Council reports on committee representation

7d. Future Agenda Items

**8. STAFF COMMUNICATION**

8a. Town Manager Report

8b. Community Development Director Report

**9. CLOSED SESSION**

9a. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Confidential/Mid-Management Association, General Employees Unit, Management Group, Police Mid-Management and the Paradise Police Officers Association.

9b. Pursuant to Government Code section 54956.9(a), the Town Council will meet in closed session with Town Attorney Dwight Moore and Town Manager Lauren Gill relating to existing litigation as follows: Town of Paradise vs. Brandy L. Braun, Butte County Superior Court Case No. 164611

**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	



# ANNUAL REPORT – 2015

# VIPS



## Volunteers in Police Service Paradise Police Department

The VIPS Program began in August 1998



The VIPS Program began in August 1998

## We volunteer to serve as part of the Paradise Police Department

### 2015 IN REVIEW

Patrol, Communications and Special Events are the most visible areas of VIPS service. Patrol currently has twelve weekly patrols available, Monday through Friday and Sunday evening, to provide an extra presence throughout Paradise. We also have volunteers available to respond to roadway problems that occur at off-duty times.

Communications VIPS are those volunteers that work the lobby detail Monday through Friday.

VIPS handled over 36 Special Events in 2015

# ANNUAL REPORT SUMMARY

2015

Volunteers In Police Services (VIPS)  
Paradise Police Department

Total Volunteer Hours for 2015  
9,912.0

These Volunteer hours are equal to  
4.7 Full Time Staff Members

## DOLLAR BENEFIT TO THE TOWN FOR 2015

The dollar value of a volunteer is calculated at the rate of \$12.62 (Clerk Entry Wage) per hour. (It should be noted that the State of California lists the worth of a volunteer in 2014 at \$26.87 per hour.)

\$125,089

## PATROL UNIT ACTIVITIES

<b>Vacation House Checks</b>	<b>2,394</b>
<b>Handheld Radar Gun Deployments</b>	<b>13</b>
<b>Radar Trailer Deployment</b>	<b>102</b>
<b>Emergency Business Contact Updates</b>	<b>16</b>
<b>Dispense Handicap Parking Notices</b>	<b>210</b>
<b>Burglary Follow-up Visit &amp; Packets</b>	<b>72</b>
<b>Speed Violation Letters Issued</b>	<b>86</b>
<b>Neighborhood Watch Checks</b>	<b>4,499</b>

The Patrol Unit has five morning, four afternoon patrols, two evening patrol and one Sunday afternoon patrol. Additionally these patrols serve as messengers between the Police Department & Town Hall. Further they complete Vacation House Checks, Neighborhood Watch duties, patrolling Mobile Home Parks, distributing Handicap Violation flyers, providing extra patrol, traffic control, fill in for Animal Control when A/C does not have a officer and other duties as assigned. Another duty is to contact local businesses to maintain updated Business Emergency Contact information. This information is used to aide both the Officers and Dispatchers.

2015 has shown a greater growth in interest in establishing Neighborhood Watch programs for the citizens of Paradise. We have added 5 mobile home parks and 5 more residential areas to our daily Neighborhood watch patrols , bringing a total of over 25 areas patrolled on a daily basis. We are updating old areas and adding new ones, with an emphasis on getting more residential areas involved in organizing their neighborhoods.

We are especially focusing on trying to encourage victims of a burglary to start programs in their areas. The VIPS have initiated a follow-up program for burglary victims. We visit each residential victim and present them with a packet containing a CD on how to “ burglar proof” your home, what to do in case you are a victim, information on starting a neighborhood watch program and order forms for reflective house signs We have also included the most recent Fire Safe Council brochure on the evacuation routes.

We have added special patrol requests and recurrent 459 problem areas to our daily patrols.

A refurbished Radar Trailer was obtained in June 2013 and was deployed 102 times in 2015. During the months of November and December the deployment was sparse due to the much welcomed rain. Our speed monitoring is augmented with the handheld radar gun. At this time we have only two VIPS qualified for use of the gun and it was deployed thirteen times during 2015. A total of 86 speed violation letters were sent during 2015.

Patrol Members logged a total of 3,892.5 hours during 2015.

## **COMMUNICATION UNIT ACTIVITIES**

### **FRONT COUNTER TRAFFIC**

VIPS staff the front counter from 09:00am to 4:00pm, Monday through Friday. VIPS working in the Communication Unit have, over the years, become more skilled at assisting citizens with their counter requests. The typical request is for a copy of an Incident and/or Accident Report, asking an officer for advice regarding the handling of a problem with a neighbor or family member, reporting an incident or crime, signing off on a traffic violation ticket or retrieving an impounded vehicle.

The VIPS now handle many of the counter requests, while other, more complicated requests continue to be taken to the Clerks or Dispatchers for assistance. This evolving expertise directly benefits the Dispatchers and allows them to more fully concentrate on incoming emergency calls and radio traffic.

Communications VIPS possess strong business, interpersonal, detail oriented skills, and enjoy assisting residents and Department personnel with their needs.

## **SCANNING CASE FILES AND CASE LOGS**

Volunteers prepare prior year case files for in-house scanning. Before 1998 when the VIPS Communications Unit was formed, prior year files were outsourced to a copying service in Sacramento at a cost to the Department of \$5000 per case file year.

To date VIPS have completed 26 prior years of files at a direct savings to the Department of \$130,000. This process will continue until all prior-year archived files from 1983 forward have been scanned. (Case files prior to 1983 were previously copied to microfilm.)

Currently, VIPS are doing the initial purging of case files of years 1983-1994. This process allows unnecessary papers to be shredded and allow more storage space for current case files.

## LIVE SCAN

Live Scan technology has almost completely superseded the old ink-print cards. Currently, four VIPS are trained to process the ever-increasing requests for Live Scan services. Because of availability of VIPS personnel, Live Scans are now scheduled Monday through Wednesday afternoons.

266 Scheduled live scans	238 live scans completed
26 Rolled Prints scheduled	26 Rolled Prints completed

The fee, charged by the town, for Live Scan and/or Rolled prints is \$21.28 each. Because of some in-house (PPD/PSD/PFD/TOP) prints for which we do not charge, it is estimated that this service provided by the VIPS generated \$5,065 for the Town of Paradise.

## TRAFFIC AND DISASTER UNIT

The 2015 Traffic and Disaster Unit (T&D) consists of 13 members of the VIPS.

Most of these individuals are also part of the Patrol unit. Their primary function is to provide assistance to Police and/or Fire in the event of traffic accidents, fire, downed trees and power lines, crime scene security, evidence searches, missing persons searches and other special assignments.

Individual members are equipped with emergency equipment, usually purchased from their own funds. Such equipment would include Special Vehicle Lighting, Traffic Cones, Reflective Clothing and Vests, Police Radio, Stop/Slow Signs, Flashlights and other sundry equipment.

Members of the T&D unit have specialized training in traffic control and must meet training and experience requirements before becoming a member of the unit. Safety of the members is a top priority.

Traffic and Disaster members make themselves available 24 hours a day for call outs. Often times they are on the way to a scene before they are called out. Having a T&D presence at a scene allows Officers to perform their duties more quickly, efficiently and safely.

In 2015, T&D responded to traffic accidents, trees/power lines down, weather related events, for a total of **273.5** Hours donated time. This is in addition to the **85** times the Patrol unit responded to similar incidents during regular hours.



# INVESTIGATIONS UNIT

**Pawn Slips** – A VIPS inputs data into RIMS and files the pawn slips. This allows PPD personnel to check items pawned by persons' name; to check who pawned special types of items, etc. Those files are purged after two years.

## YOUTH SERVICES ACTIVITIES

### DEPARTMENT TOURS

VIPS coordinate tours of the Police Department for children or other special groups. Requests for such tours frequently come from elementary, home or charter school teachers as well as family groups.

Participants are given a fingerprint card with their own thumb print as well as police photo cards. They get an opportunity to see the Dispatchers answering 911 and non-emergency calls, officers completing reports, and the holding cell.

During a tour the participants are invited to get inside a police car and have an officer explain all the equipment on their duty belt. At the end of the visit, the children are given law enforcement sticker badges along with safety handouts.

## 2015 SPECIAL EVENTS

DUI Checkpoints (4)

Thunder Run

Gold Nugget Days, Parade Traffic Control, Foot Patrols

Johnny Appleseed Day Patrols & Traffic Control

Piranhas Firecracker Swim Meet

Law Enforcement Volunteers of California Conference

Paradise Police Department Tours (4)

Gold Nugget Museum Halloween Night Patrols

CMA: Halloween Night Patrol

Halloween Chico

Flags on Veterans Graves on Memorial Day

Bell Ringing for Salvation Army (8)

K-MART Shop with A COP

Santa's Motorcycle TOY RUN in Paradise

United Methodist Church Live Nativity Scene

PHS Graduation

Light Up A Life by Hospice

Chico Bike Race

Party in the Park (3)

Charter School Fun Run

Strides for Diabetes

## 2015 VIPS Roster

<u>Name</u>	<u>VIPS Number</u>
Bozzer, Jim	230
Carnahan, Nancy	203
Carnahan, Steve	210
Carrasca, Bob	231
Carrasca, Fred	245
Cave, Susan	212
Clark-Aris, Pat	220
Dennis, Evelyn	202
Deppe, Richard	206
Gleason, Barbara	248
Grahlman, Brian	221
Hartwig, Stan	227
Horne, Karen	240
Jackson, Deborah	208
Jones, Steve	253
King, Edith	211
Lawler, Craig	209
Loomis, Merle	205
Lynk, Rae	232
Marshall, Chuck	222
McDaniel, Susan	216
McElroy, Gary	204
McKey, Debra	207
Mello, Carol	215
Mello, Joe	217
Murphy, Rick	237
Oliver, Ted	218
Pfeifer, Dennis	225
Riley, Dee	228
Rundle, Ed	254
Runkle, Doug	224
Saul, David	244
Simmons, Rob	214
Topalian, Chuck	213
Vichi, Patricia	234
Ward, Wayne	235
Wentland, Dan	226
Wolff, Ken	223
Wright, Randy	236

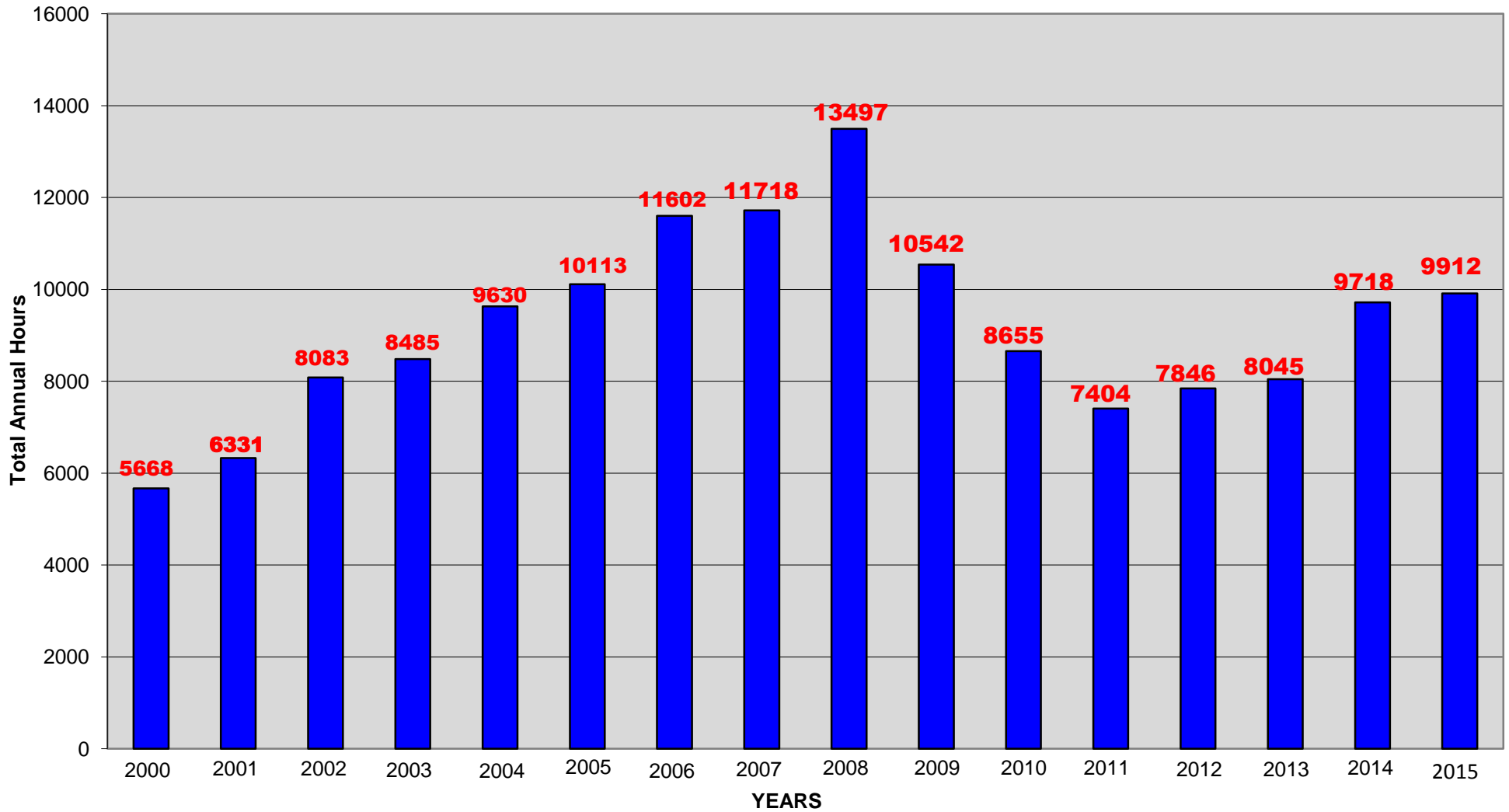
## VIPS FINANCIAL HISTORY

YEAR	INCOME	EXPENSE	NET	YEAR END BALANCE
2001				\$1,050
2002	\$3,628	\$1,650	\$1,978	3,028
2003	4,644	3,029	1,615	4,643
2004	8,206	6,605	1,601	6,244
2005	6,793	5,889	904	7,148
2006	8,806	10,110	<b>(1,304)</b>	5,844
2007	11,193	7,379	2,814	8,658
2008	6,070	5,513	557	9,502
2009	6,059	4,343	1,716	11,219
2010	5,382	7,689	<b>(2,307)</b>	8,912
2011	3,161	1,097	2,064	10,975
2012	6,733	5,196	1,537	12,513
2013	5,930	7,040	<b>(1,110)</b>	11,403
2014	6,176	5,009	1,167	14,585
2015	18,106	23,777	<b>(5,671)</b>	9,187

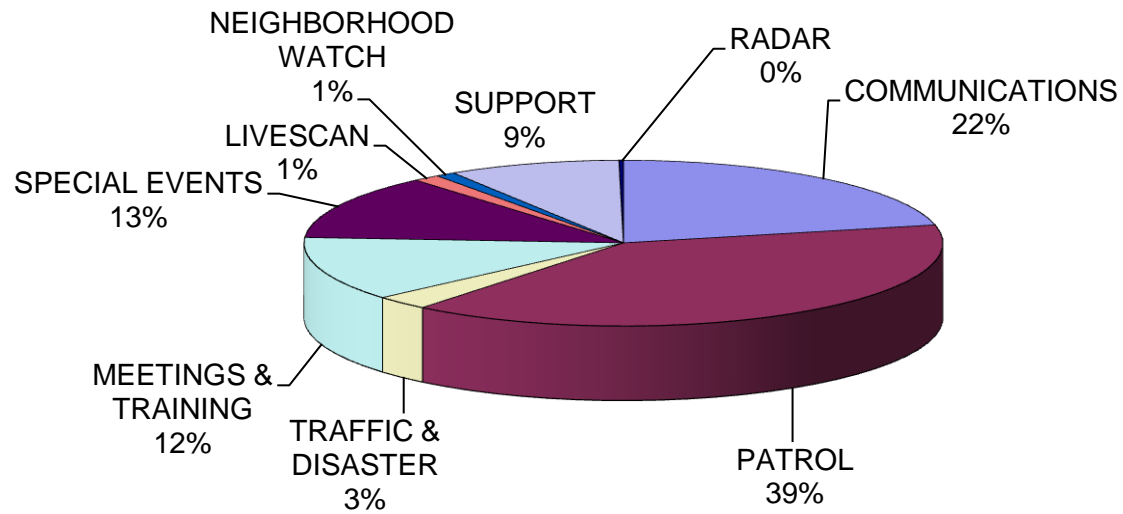
Due to an extensive fund raising effort, over \$12,000 was raised to purchase a new (used) SUV to replace a well worn VIPS Patrol vehicle. The VIPS now have two all wheel/four wheel drive SUVs for their use.

The current Finance Committee consists of: Ed Rundle (At Large), Doug Runkle (At Large) Gary McElroy (Patrol & (Traffic & Disaster)), Chuck Topalian (Recruitment), Karen Horne (Communications/Deployment), Susan Cave (Finance Officer) and Carol Mello (Neighborhood Watch).

# VIPS Activity Annual Growth



## VIPS Annual Activity Profile





**MINUTES  
PARADISE TOWN COUNCIL  
REGULAR MEETING – 3:00 PM – January 25, 2016**

**1. OPENING**

The Paradise Town Council Meeting was called to order by Mayor Jody Jones at 3:01 p.m. in the Town Hall council chamber located at 5555 Skyway, Paradise, California. Following the pledge of allegiance, an invocation was offered by Council Member John J. Rawlings.

**COUNCIL MEMBERS PRESENT:** Greg Bolin, Steve “Woody” Culleton, Scott Lotter, John J. Rawlings and Jody Jones, Mayor.

**COUNCIL MEMBERS ABSENT:** None.

**STAFF PRESENT:** Town Manager Lauren Gill, Town Attorney Dwight Moore, Assistant Town Clerk Dina Volenski, Finance Director Gina Will, Community Development Director Craig Baker, Police Chief Gabriela Tazzari-Dineen, Police Lieutenant Steve Rowe, Administrative Analyst Colette Curtis and Public Works Director/Town Engineer Marc Mattox.

**2. CONSENT CALENDAR**

Mayor Jones called for comment cards on the Consent Calendar.

1. Dan Levine is against the ordinance, thinks that there is a misunderstanding and that the Council can regulate commercial grows, but not individual grows under Proposition 215, is concerned about the community, does not think it's right and that it may drive people out of town to search for their medicine.
2. Gary Moulten is against the ordinance, stated that large commercial grows create issues, not the small grows, that forcing people to purchase from dispensaries is not affordable for people on a fixed income. Small gardens don't smell as much as big gardens and it smells more when it is dried. Requested that the small guys not be punished
3. Ward Habriel is for the ordinance, stated that he overheard two individuals discussing the medical marijuana ordinance, they said it didn't prohibit recreational marijuana and since the fine is only \$100 they would continue to grow. He is not happy.
4. Debby Jackson is for the ordinance, owns a small piece of property with a large grow next to them, the smell is so bad they cannot open windows, cars come and go and it is scary, requested that Council keep the ordinance.

5. Jay Cooke is against the ordinance, has been an advocate of the compassionate care act for 15 years, does not approve of the Council shaming people with legal rights for medical marijuana and thinks this will encourage an illegal approach, asked the Council not to follow the recommendation of the League of California Cities.

**MOTION BY Rawlings, seconded by Lotter**, approved consent calendar item 2(a) as presented by unanimous roll call vote: all members present.

- 2a. Waived the reading of entire Ordinance No. 558 and approved reading by title only; and, adopted Ordinance No. 558, An Ordinance of the Town of Paradise Repealing Paradise Municipal Code Section 17.31.400 and Amending Section 17.31.500 Prohibiting Medical Marijuana Cultivation and Delivery.

The ordinance repeals portions of the town's existing medical marijuana cultivation regulations and adopts new regulations for the cultivation of medical marijuana that (a) prohibits the establishment of medical marijuana collectives and cooperatives, (b) prohibits delivery of medical marijuana except by a primary caregiver for a qualified patient, (c) prohibits medical marijuana activities for which a State of California license is required and (d) prohibits the cultivation of medical marijuana in all zones in the town.

**3. ITEMS REMOVED FROM CONSENT CALENDAR – None.**

**4. PUBLIC COMMUNICATION**

1. Dan Levine discussed his involvement in a Butte County litigation case regarding illegal grading associated with cultivation of medical cannabis under Public Nuisance Abatement Code, thinks it is an infringement of people's civil rights and will challenge the legality of the code.

**5. PUBLIC HEARINGS - None**

**6. COUNCIL CONSIDERATION**

- 6a. **Motion by Rawlings, seconded by Culleton**, adopted Resolution No. 16-01, a Resolution approving the plans and specifications for the Measure "C" Pearson Road Improvements Project and authorizing advertisement for bids on the project. Roll call vote was unanimous; all Council Members present.

**7. COUNCIL INITIATED ITEMS AND REPORTS**

- a. Council initiated agenda items - None

b. Council reports on committee representation

Council Member Culleton attended the League of California Cities meeting on Employee Relations and the League of Cities has put together a Health Plan Market Place to help retirees with more choices.

Council Member Lotter stated that Health Insurance Market Place should help cities reduce costs of unfunded liabilities, and thinks the Town made the correct decision on the delivery aspect of Medical Marijuana.

Mayor Jones attended the League of California Cities Transportation meeting, they are working on automated speed enforcement which we may be interested in, received an update on legislative funding for transportation, heard a presentation on California road user charge pilot program which is a mileage based tax instead of gas tax and signed up to be part of the program to represent the rural areas

c. Future Agenda Items - None

**8. STAFF COMMUNICATION**

Town Manager Report

Staff will be bringing a mid-year budget report to the February 9, 2016 Town Council meeting with the budget schedule and announced that the Town received a \$500,000 grant for the sewer project feasibility and analysis study.

Community Development Director Update on Projects – None

**9. CLOSED SESSION - NONE**

**10. ADJOURNMENT**

Mayor Jones adjourned the Council Meeting at 3:46 p.m.

Date Approved:

By: \_\_\_\_\_  
Jody Jones, Mayor

\_\_\_\_\_  
Dina Volenski, CMC, Assistant Town Clerk

**MINUTES  
PARADISE TOWN COUNCIL  
REGULAR MEETING – 6:00 PM – February 09, 2016**

**1. OPENING**

Mayor Jody Jones called the February 9, 2016 Town Council Meeting to order at 6:02 p.m. in the Council Chamber located at 5555 Skyway, Paradise, California. Following the Pledge of Allegiance to the Flag of the United States of America, Council Member Greg Bolin offered an invocation.

**COUNCIL MEMBERS PRESENT:** Greg Bolin, Steve “Woody” Culleton, Scott Lotter, John Rawlings and Jody Jones, Mayor.

**COUNCIL MEMBERS ABSENT:** None.

**STAFF PRESENT:** Town Clerk Joanna Gutierrez, Town Manager Lauren Gill, Town Attorney Dwight Moore, Finance Director/Town Treasurer Gina Will, Community Development Services Director Craig Baker, Public Works Director Marc Mattox, Onsite Sanitary Official Doug Danz, Assistant Town Clerk Dina Volenski, Administrative Assistant Colette Curtis, Police Chief Gabriela Tazzari-Dineen and North Division Chief David Hawks, CAL FIRE/Paradise Fire.

Proclamation: Mayor Jones presented the Teen Dating Violence Awareness Month Proclamation to Catalyst Representative Melody Proebstel, Education and Community Outreach Coordinator.

Police Chief Gabriela Tazzari-Dineen introduced and presented recognitions to the following Paradise Police Department Employee/Volunteers of the Year:

Officer of the Year:	Manny Ayala
Dispatcher of the Year:	Danielle Moskowitz
Civilian Employee of the Year:	Jennifer Robbins
VIPS of the Year:	Pat Clark-Aris
PASH of the Year:	Jay and Martha Shepard

North Division Chief David Hawks introduced and presented recognitions to the following Career and Volunteer Firefighters of the Year:

Career Firefighter:	Keith "KC" Castillo
Volunteer Firefighter:	Jeff Dodge

Public Works Director/Town Engineer Marc Mattox presented the first annual report on the Downtown Paradise Safety Project. Police Chief Gabriela-Tazzari Dineen and North Division Chief Hawks reported to the Council that they each believe that the reconfigured roadway has improved the safety for motorists and

pedestrian by slowing the speed of motorists traveling on Skyway through the downtown area, and by increasing the ability of public safety personnel to maneuver through the downtown when responding to calls for service.

Mayor Jones opened the matter for public comment.

1. Ward Habriel stated that after his traffic accident in the downtown, the public safety responders that took him to the hospital stated their non-support of the changes to the Skyway, thanked Marc Mattox for an excellent presentation on the Downtown Safety Project, and that he thinks to change the behavior of motorists, the Town should consider posting language on a billboard on Skyway that informs motorists of legal consequences of speeding and to provide law enforcement to enforce that consequence.
2. Nicki Jones stated that she opened Bobbi's Boutique, a clothing store, in the downtown because of the downtown safety project, that the new configuration does provide a safer environment for downtown shoppers even though it does take a little longer for commuters to commute through the downtown.
3. William Martin stated that he was skeptical about the road change, but now is supportive based on the outcome.
4. Tom Kelly stated the problems are due to unsafe speeds and requested that the Council place a stop sign at the intersection of Skyway and Boquest.
5. Cassandra Peregoy asked if the Town could do something about the people that are taking shortcuts on side streets to avoid the Skyway. Cassandra stated that she lives on Pearson Road and believes that traffic has increased in her neighborhood as a result of the project.

Public Works Director/Town Engineer Mattox informed that the Butte County Association of Governments (BCAG) is the agency studying whether or not there is diversion, that there is a higher volume of traffic overall.

## **2. CONSENT CALENDAR**

Council Member Culleton requested that agenda item 2e, relating to purchase of property located at 6148 Skyway, be removed from the consent calendar.

**MOTION by Culleton, seconded by Lotter**, approved the consent calendar items 2a, 2b, 2c, 2d, 2f and 2g as presented. Roll call vote was unanimous.

- 2a. Approved Minutes of the January 12, 2016 Regular Council Meeting.
- 2b. Approved January 2016 cash disbursements in the amount of \$991,573.41.

- 2c. Contingent upon approval of an Administrative Permit by the Community Development Director, authorized the Town Manager to enter into an Agreement with Pamela Funk and Harold Funk relating to the use of public right of way adjacent to 6256 Skyway for the operation of their business(es).
- 2d. Acknowledged receipt of the Fiscal Year 2014/15 Financial Statement Audit report as presented by Town staff.
- 2f. Adopted Resolution No. 16-03, A Resolution Accepting the Work performed under the Police Department Emergency Siding Project (Contract No. 15-17). Total project cost is \$97,361.46. Work performed by Ginno Construction of Chico, California.
- 2g. Adopted Resolution No. 16-04, A Resolution declaring a certain vehicle as surplus property and authorizing donation to the Butte County Fire Safe Council by the Town Manager.

**3. ITEMS REMOVED FROM CONSENT CALENDAR**

- 3a. Consider adopting Resolution No. 16-02, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager to Execute an Agreement to Purchase Real Property from Moller Investment Group, Inc. relating to 6148 Skyway, Paradise, California.

Town Manager Lauren Gill provided the background that led up to this proposal for the Town Council to approve the purchase of this triangular piece of property in the downtown area located at 6148 Skyway at the intersection with Foster Road. The property was appraised at \$13,000, that the property has been posted sale for 12 months and that no offers were made until very recently, and that she investigated this property as a potential site that could be used by the Town to benefit the public and the downtown businesses and recommended that Council approve the purchase agreement. The availability of the property first came to her attention after it was used by Paradise Rotary to stage a dedication of furniture and planters to the Downtown Beautification Project.

Public Works Director Marc Mattox discussed the type of property, describing it as an irregularly shaped parcel located on the corner of Foster Road and Skyway. The property is vacant, previously used as a gas station, that development something other than a park or parking lot would be difficult, and that the public works department proposes purchase for a project which would incorporate alternative transportation and public transit uses. Director Mattox discussed the potential for the Butte County Association of Governments to establish a transit transfer station at the site that would improve the site at no cost to the Town, that there is a park-n-ride lot located 100 yards from the site that can be used for parking, and that he would like Council to authorize a purchase amount of up to \$15,000 to counter a recent offer as the seller has agreed to sell the property to the Town for the amount of \$15,000.



Mayor Jones opened the matter for public comment.

1. Steve Crowder stated that he and his wife own an embroidery business, A Stitch Above, a business located in the downtown, that he thinks a vibrant downtown is in everybody's best interest and thinks that developing this triangle property as a public place would be a plus for the downtown and asked Council to approve the purchase.
2. Claude Means stated that he owns Classic Auto Body, an auto body business located in the downtown across from the triangle property, that he is opposed to the property becoming a bus stop, and discussed the problems he experienced when the bus stop was on Foster Road by his business which included people loitering in front of his business window and littering around and on his property. Mr. Means stated that he does not understand how a bus stop would not impede traffic, that the site is currently used as a parking lot for people who work in the downtown, that he has proposed the counter offer to buy the property in order to keep its use as a parking lot, that he would be willing to lease it back to the Town for \$1 per year, and if this property becomes a public place, he believes that the transients are likely to take it over.

Council Member Culleton stated that he requested removal of this item because he wanted the public to be made aware of the Butte County Association of Government's interest in using the property for a transit transfer station and that any funding from BCAG is tied to transit.

**MOTION by Lotter, seconded by Rawlings,** adopted Resolution No. 16-02, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager to Execute an Agreement to Purchase Real Property from Moller Investment Group, Inc. relating to 6148 Skyway, Paradise, California, and authorized a purchase amount not to exceed \$15,000. Roll call vote was unanimous.

#### **4. PUBLIC COMMUNICATION**

1. Michael Ledbetter stated that he has a \$3,000 lien on his tax bill related to garbage service and asked for a refund of his tax monies.
2. Daphne Ledbetter thanked Public Works Director Marc Mattox for his presentation as up until tonight she had been a critic of the project. Ms. Ledbetter stated that she and her husband, who just spoke, clean out yards and homes for people, that they frequent the Neal road landfill and have no need for garbage service at the own home, that there have been no complaints about their home from neighbors and requested an exemption from the requirement for garbage service.
3. Larry Foss has known the Ledbetters for 26 years, that they are very neat, tidy, diligent and responsible people.

4. Leslie Foss stated that she appreciates the improvements on Skyway, has seen what has happened in Chico with the roundabouts, that Almond Street is a much safer spot for the bus stop, and asked if the Butte County Fire Safe could remove brush from the Trailway.
5. Dan Wentland has been waiting for the Town to fix Dean Road for 30 years, that it used to be on the improvement list and informed the Council the extensive use of the road and problems resulting from persons accessing the Feather River for recreation use. Mr. Wentland spoke against establishing a park in the downtown, thinks downtown parking is necessary and that thousands of people do not like the Skyway Project.

## 5. PUBLIC HEARINGS

- 5a. Following a report from staff, Mayor Jones opened the second public hearing to solicit comments and/or suggestions regarding the 2016-2017 Community Development Block Grant Draft Annual Plan funding priorities. There were no speakers and Mayor Jones closed the public hearing at 8:15 p.m. Community Development Block Grant (CDBG) funds are awarded for the purpose of community development activities that are directed toward revitalizing neighborhoods, for economic development and providing improved community facilities and services. Final action is scheduled for approval at the April 12, 2016 Council Meeting

## 6. COUNCIL CONSIDERATION

- 6a. Onsite Sanitary Official Doug Danz report to Council regarding the June 19, 2012 State Water Resources Control Board policy for the design, operation and maintenance of onsite wastewater treatment systems, and explained how the state policy provides an opportunity for jurisdictions to submit their own implementation plans under the Tier II provisions of the policy. Mr. Danz reviewed the various amendments that clarify and synchronize the onsite manual and the Paradise Municipal Code and requested that the Council adopt the amendments in order that he may submit a Local Agency Management Plan, or LAMP, to the State Board by May 13, 2016.

**MOTION by Bolin, seconded by Lotter**, waived the reading of the entire ordinance and approved reading by title only, and introduced Ordinance No. 559, "An Ordinance Amending Paradise Municipal Code Sections 13.04.035, 13.04.040, 13.04.070, 13.04.080, 13.04.110 and 13.04.112 Relating to Onsite Sewage Disposal Regulations." Roll call vote was unanimous. The proposed amendments include provisions required for subsequent approval by the State Water Resources Control Board relating to establishment of a Local Agency Management Program (LAMP) pursuant to State Policy.

- 6b. Town Manager Lauren Gill and Finance Director/Town Treasurer presented the 2015/16 mid-year budget report and requested that Council approve the recommended mid-year budget adjustments set forth in the staff report and to provide direction to staff for scheduling a Town Council goal setting workshop to discuss 2016/17 budget priorities and a Master Fee Schedule revision.

**MOTION by Bolin, seconded by Culleton**, approved recommended mid-year budget adjustments as presented and set a special meeting for February 25, 2016 at 3:00 p.m. for a Town Council goal-setting workshop. Roll call vote was unanimous.

- 6c. Community Development Director Baker reported to Council regarding the proposal to establish an Administrative Penalty Amnesty Program as an incentive to abate long-standing and chronic Paradise Municipal Code violations and a minor Paradise Municipal Code Amendment to PMC Chapter 1.09 related to Administrative Citations. The program would establish, among other things, a temporary amnesty period, a shorter time period for the warning notice, and would allow for the Town to initiate the public nuisance abatement process after a six-month period.

Mayor Jones opened the matter for public input from those who have turned in comment cards.

1. Ward Habriel spoke in favor of the program as he believes abatement of nuisance properties will improve overall property values in the Town.

**MOTION by Bolin, seconded by Rawlings**, directed staff to draft a resolution document for Town Council consideration that would establish a temporary code enforcement civil penalty reduction program and an ordinance document that would result in a minor modification to the Paradise Municipal Code (PMC) Chapter 1.09 (Administrative Civil Penalties) regarding the written warning related to PMC violations. Roll call vote was unanimous.

## 7. COUNCIL INITIATED ITEMS AND REPORTS

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

Council Member Rawlings was the Master of Ceremony at the for the public safety awards presented at the VFW Hall in Paradise; attended all three Paradise Irrigation District protest hearings; was at Doug Teeter's ribbon cutting ceremony and the Community Coffee held by

Assemblyman James Gallagher and Senator Jim Nielson at Paradise Cinema Seven.

Vice Mayor Lotter attended the League of California Cities Public Safety Policy Committee meeting; Doug Teeter's ribbon cutting ceremony; and informed there was a good turnout at the Community Coffee at the Cinema Seven; and, there were over 600 people at the PID Protest hearing at the Paradise Performing Art Center and that the PPAC might be a good venue for a future Town meeting as it was offered to the PID a reduced, or no cost.

Mayor Jones attended the BCAG special meeting.

- c. Future Agenda Items: Discuss reflectors for the roadways.

**8. STAFF COMMUNICATION**

Town Manager Report: None.

Community Development Director Report:

Director Baker reported on the site plan review by Planning Commission relating to a project on Black Olive to establish a ten-room motel that was approved with a condition that the use be converted to ten studio apartments within a certain time period; Taco Bell has requested design review; Verizon has pulled a building permit for the cell tower on the property occupied by Extra Storage near the intersection of Elliott and Skyway; that Eye Life Institute has plans to establish a commercial facility at 5898 Clark on a property that is currently a vacant lot; and, Safeway development is in progress to establish a retail center, fueling station and drive through on property located on Skyway near its intersection with Black Olive.

**9. CLOSED SESSION - None**

**10. ADJOURNMENT 9:30 p.m.**

Date approved:

By: \_\_\_\_\_  
Jody Jones, Mayor

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

# **TOWN OF PARADISE**

## **CASH DISBURSEMENTS REPORT**

FOR THE PERIOD OF  
FEBRUARY 1, 2016 - FEBRUARY 29, 2016

February 1, 2016 - February 28, 2016

Check Date	Pay Period End	DESCRIPTION	AMOUNT
		Net Payroll - Two Special Checks 2/2/16 & 2/8/16	\$ 6,604.08
02/12/16	02/07/16	Net Payroll - Direct Deposits & Checks	\$ 114,754.89
02/26/16	02/21/16	Net Payroll - Direct Deposits & Checks	\$ 112,166.63
<b>TOTAL NET WAGES PAYROLL</b>			<b>\$233,525.60</b>

**Accounts Payable**

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$242,500.84
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$1,256,348.68
<b>TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE</b> (Detail attached)	<b><u>\$1,498,849.52</u></b>
<b>GRAND TOTAL CASH DISBURSEMENTS</b>	<b><u><u>\$1,732,375.12</u></u></b>

APPROVED BY: \_\_\_\_\_  
LAUREN GILL, TOWN MANAGER

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



TOWN OF PARADISE  
**CASH DISBURSEMENTS REPORT**

From Payment Date: 2/1/2016 - To Payment Date: 2/29/2016

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>									
64000	02/16/2016	Voided/Spoiled	Printer Error	02/08/2016	Converted/Imported		\$0.00	\$0.00	\$0.00
64001	02/16/2016	Voided/Spoiled	Printer Error	02/08/2016	Converted/Imported		\$0.00	\$0.00	\$0.00
64002	02/16/2016	Voided/Spoiled	Printer Error	02/08/2016	Converted/Imported		\$0.00	\$0.00	\$0.00
64003	02/16/2016	Voided/Spoiled	Printer Error	02/08/2016	Converted/Imported		\$0.00	\$0.00	\$0.00
64004	02/16/2016	Voided/Spoiled	Printer Error	02/08/2016	Converted/Imported		\$0.00	\$0.00	\$0.00
64005	02/16/2016	Voided/Spoiled	Printer Error	02/08/2016	Converted/Imported		\$0.00	\$0.00	\$0.00
64006	02/16/2016	Voided/Spoiled	Printer Error	02/08/2016	Converted/Imported		\$0.00	\$0.00	\$0.00
64007	02/08/2016	Open			Accounts Payable	BLOOD SOURCE	\$55.00		
64008	02/08/2016	Open			Accounts Payable	Met Life	\$8,124.18		
64009	02/08/2016	Open			Accounts Payable	OPERATING ENGINEERS	\$652.00		
64010	02/08/2016	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,016.14		
64011	02/08/2016	Open			Accounts Payable	SUN LIFE INSURANCE	\$3,685.56		
64012	02/08/2016	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$650.55		
64013	02/08/2016	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$110.00		
64014	02/08/2016	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$48.00		
64015	02/08/2016	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
64016	02/08/2016	Open			Accounts Payable	ALLIANT INSURANCE	\$419.00		
64017	02/08/2016	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$59.01		
64018	02/08/2016	Open			Accounts Payable	AT&T MOBILITY	\$54.00		
64019	02/08/2016	Open			Accounts Payable	Big O Tires	\$715.90		
64020	02/08/2016	Open			Accounts Payable	Biometrics4ALL, Inc	\$11,670.00		
64021	02/08/2016	Open			Accounts Payable	Bullseye Plumbing	\$179.00		
64022	02/08/2016	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	\$887.94		
64023	02/08/2016	Open			Accounts Payable	BUTTE COLLEGE, PUBLIC SERVICE CENTER	\$1,680.00		
64024	02/08/2016	Open			Accounts Payable	BUTTE COUNTY FIRE DEPARTMENT	\$4,050.00		
64025	02/08/2016	Open			Accounts Payable	CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	\$2,507.08		
64026	02/08/2016	Open			Accounts Payable	DAY WIRELESS SYSTEMS - MILWAUKIE, OR	\$112.50		
64027	02/08/2016	Open			Accounts Payable	DFM ASSOCIATES	\$53.75		
64028	02/08/2016	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$3,302.00		
64029	02/08/2016	Open			Accounts Payable	FEATHER RIVER CONSTRUCTION	\$3,600.00		
64030	02/08/2016	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$528.00		

TOWN OF PARADISE  
**CASH DISBURSEMENTS REPORT**

From Payment Date: 2/1/2016 - To Payment Date: 2/29/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
64031	02/08/2016	Open			Accounts Payable	GENESIS SOCIETY	\$500.00		
64032	02/08/2016	Open			Accounts Payable	GRIDLEY, CITY OF	\$239.18		
64033	02/08/2016	Open			Accounts Payable	HEAL, DANIEL	\$200.00		
64034	02/08/2016	Open			Accounts Payable	HUNTERS PEST CONTROL	\$55.00		
64035	02/08/2016	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$996.88		
64036	02/08/2016	Open			Accounts Payable	J.E.I.	\$756.92		
64037	02/08/2016	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$125.00		
64038	02/08/2016	Open			Accounts Payable	Larson, Tiffany	\$335.50		
64039	02/08/2016	Open			Accounts Payable	LIFE ASSIST INC	\$189.92		
64040	02/08/2016	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$400.00		
64041	02/08/2016	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$40,000.00		
64042	02/08/2016	Open			Accounts Payable	MINE SAFETY APPLIANCES COMPANY	\$800.00		
64043	02/08/2016	Open			Accounts Payable	NICOLETTI, CHRISTOPHER	\$376.30		
64044	02/08/2016	Open			Accounts Payable	Northern California Glove & Safety	\$152.56		
64045	02/08/2016	Open			Accounts Payable	O'REILLY AUTO PARTS	\$909.30		
64046	02/08/2016	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$1,036.70		
64047	02/08/2016	Open			Accounts Payable	OROVILLE, CITY OF	\$1,200.19		
64048	02/08/2016	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$241.04		
64049	02/08/2016	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$937.82		
64050	02/08/2016	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$880.00		
64051	02/08/2016	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$480.00		
64052	02/08/2016	Open			Accounts Payable	R & R Construction	\$6,800.00		
64053	02/08/2016	Open			Accounts Payable	REINBOLD, ERIC	\$485.91		
64054	02/08/2016	Open			Accounts Payable	Riebes Auto Parts	\$666.84		
64055	02/08/2016	Open			Accounts Payable	Sacramento, City of	\$160.00		
64056	02/08/2016	Open			Accounts Payable	SIERRA HEATING & AIR CONDITIONING	\$435.68		
64057	02/08/2016	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	\$4,744.51		
64058	02/08/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$64.70		
64059	02/08/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$88.26		
64060	02/08/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$149.21		
64061	02/08/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$26.29		
64062	02/08/2016	Open			Accounts Payable	THOMAS HYDRAULIC & HARDWARE SUPPLY, INC.	\$40.62		

TOWN OF PARADISE  
**CASH DISBURSEMENTS REPORT**

From Payment Date: 2/1/2016 - To Payment Date: 2/29/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
64063	02/08/2016	Open			Accounts Payable	THOMSON-WEST/BARCLAYS	\$352.08		
64064	02/08/2016	Open			Accounts Payable	Tri Flame Propane	\$419.22		
64065	02/08/2016	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
64066	02/08/2016	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$81.59		
64067	02/08/2016	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$1,150.00		
64068	02/08/2016	Open			Accounts Payable	Vigilant Canine Services	\$175.00		
64069	02/08/2016	Open			Accounts Payable	WAYNE MURPHY	\$8,790.00		
64070	02/08/2016	Open			Accounts Payable	WAYNE MURPHY	\$7,820.00		
64071	02/08/2016	Open			Accounts Payable	WAYNE MURPHY	\$2,400.00		
64072	02/08/2016	Open			Accounts Payable	WAYNE MURPHY	\$4,600.00		
64073	02/08/2016	Open			Accounts Payable	WAYNE MURPHY	\$29,184.00		
64074	02/09/2016	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$102.54		
64075	02/09/2016	Open			Accounts Payable	Azco Supply Inc	\$112.32		
64076	02/09/2016	Open			Accounts Payable	Bear Electric Solutions	\$1,780.00		
64077	02/09/2016	Open			Accounts Payable	GILBERT, MATT	\$64.45		
64078	02/09/2016	Open			Accounts Payable	Goodman, Ann K	\$32.32		
64079	02/09/2016	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$350.00		
64080	02/09/2016	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$397.65		
64081	02/09/2016	Open			Accounts Payable	Northern California Glove & Safety	\$44.66		
64082	02/09/2016	Open			Accounts Payable	NORTHSTAR ENGINEERING INC	\$9,194.17		
64083	02/09/2016	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$9.42		
64084	02/09/2016	Open			Accounts Payable	PESTICIDE APPLICATORS PROF ASSOC	\$205.00		
64085	02/09/2016	Open			Accounts Payable	Riebes Auto Parts	\$13.93		
64086	02/09/2016	Open			Accounts Payable	STATEWIDE TRAFFIC SAFETY & SIGNS	\$17,632.69		
64087	02/09/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$561.32		
64088	02/12/2016	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$50.00		
64089	02/12/2016	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$314.76		
64090	02/18/2016	Open			Accounts Payable	A.J. OVERHEAD DOOR, INC.	\$48.36		
64091	02/18/2016	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$16.00		
64092	02/18/2016	Open			Accounts Payable	ALHAMBRA	\$11.12		
64093	02/18/2016	Open			Accounts Payable	Alvies, John	\$213.50		
64094	02/18/2016	Open			Accounts Payable	ANDERSON, KATE	\$46.06		
64095	02/18/2016	Open			Accounts Payable	ARAMARK UNIFORM NATIONAL ACCOUNTS	\$59.01		
64096	02/18/2016	Open			Accounts Payable	AT&T	\$1,049.97		

TOWN OF PARADISE  
**CASH DISBURSEMENTS REPORT**

From Payment Date: 2/1/2016 - To Payment Date: 2/29/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
64097	02/18/2016	Open			Accounts Payable	Azco Supply Inc	\$2,705.40		
64098	02/18/2016	Open			Accounts Payable	BATTERIES PLUS	\$21.45		
64099	02/18/2016	Open			Accounts Payable	Bauer Compressors	\$1,492.34		
64100	02/18/2016	Open			Accounts Payable	Big O Tires	\$886.90		
64101	02/18/2016	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	\$7,013.33		
64102	02/18/2016	Open			Accounts Payable	BUTTE CO TREASURER	\$2,516.65		
64103	02/18/2016	Open			Accounts Payable	BUTTE COLLEGE, PUBLIC SERVICE CENTER	\$2,104.00		
64104	02/18/2016	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$3,694.00		
64105	02/18/2016	Open			Accounts Payable	CHOICE PROPERTY SERVICES	\$125.00		
64106	02/18/2016	Open			Accounts Payable	COMCAST CABLE	\$86.05		
64107	02/18/2016	Open			Accounts Payable	COMCAST CABLE	\$306.05		
64108	02/18/2016	Open			Accounts Payable	COMCAST CABLE	\$291.05		
64109	02/18/2016	Open			Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$388.21		
64110	02/18/2016	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$150.30		
64111	02/18/2016	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$746,035.78		
64112	02/18/2016	Open			Accounts Payable	DON'S SAW & MOWER	\$136.39		
64113	02/18/2016	Open			Accounts Payable	Entersect	\$84.95		
64114	02/18/2016	Open			Accounts Payable	FLORES TOOL & FASTENER	\$51.60		
64115	02/18/2016	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$141.00		
64116	02/18/2016	Open			Accounts Payable	GRIDLEY, CITY OF	\$341.66		
64117	02/18/2016	Open			Accounts Payable	HUDSON'S APPLIANCE CENTER	\$69.00		
64170	02/18/2016	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$8,432.24		
64171	02/18/2016	Open			Accounts Payable	INDUSTRIAL EQUIPMENT	\$4,955.75		
64172	02/18/2016	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$252.18		
64173	02/18/2016	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$802.79		
64174	02/18/2016	Open			Accounts Payable	J.E.I.	\$238.65		
64175	02/18/2016	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$500.00		
64176	02/18/2016	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$532.61		
64177	02/18/2016	Open			Accounts Payable	Larson, Tiffany	\$671.00		
64178	02/18/2016	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$15,721.88		
64179	02/18/2016	Open			Accounts Payable	LIFE ASSIST INC	\$170.93		
64180	02/18/2016	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
64181	02/18/2016	Open			Accounts Payable	MATT WOLFE	\$104.00		

TOWN OF PARADISE  
**CASH DISBURSEMENTS REPORT**

From Payment Date: 2/1/2016 - To Payment Date: 2/29/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
64182	02/18/2016	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$5,000.00		
64183	02/18/2016	Open			Accounts Payable	NORTH STATE RENDERING INC	\$200.00		
64184	02/18/2016	Open			Accounts Payable	NORTHSTAR ENGINEERING INC	\$50,583.88		
64185	02/18/2016	Open			Accounts Payable	NWN Corporation	\$191.08		
64186	02/18/2016	Open			Accounts Payable	O'REILLY AUTO PARTS	\$2,816.83		
64187	02/18/2016	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$571.46		
64188	02/18/2016	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$9,913.36		
64189	02/18/2016	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$351.43		
64190	02/18/2016	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$560.00		
64191	02/18/2016	Open			Accounts Payable	PESTICIDE APPLICATORS PROF ASSOC	\$160.00		
64192	02/18/2016	Open			Accounts Payable	PLATT	\$329.15		
64193	02/18/2016	Open			Accounts Payable	R & R Construction	\$5,312.50		
64194	02/18/2016	Open			Accounts Payable	R & R Construction	\$7,850.00		
64195	02/18/2016	Open			Accounts Payable	RADIO SHACK CORPORATION	\$3.77		
64196	02/18/2016	Open			Accounts Payable	REINBOLD, ERIC	\$671.00		
64197	02/18/2016	Open			Accounts Payable	Riebes Auto Parts	\$1,246.18		
64198	02/18/2016	Open			Accounts Payable	SAFEGUARD FIRE PROTECTION	\$507.45		
64199	02/18/2016	Open			Accounts Payable	SANTA ROSA JR COLLEGE	\$66.00		
64200	02/18/2016	Open			Accounts Payable	Santander Leasing LLC	\$35,915.70		
64201	02/18/2016	Open			Accounts Payable	SIERRA HEATING & AIR CONDITIONING	\$556.00		
64202	02/18/2016	Open			Accounts Payable	SUN RIDGE SYSTEMS, INC.	\$34,172.00		
64203	02/18/2016	Open			Accounts Payable	SUNN APPRAISAL	\$350.00		
64204	02/18/2016	Open			Accounts Payable	SUTPHEN CORPORATION	\$1,034.21		
64205	02/18/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$61.90		
64206	02/18/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$40.95		
64207	02/18/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$62.51		
64208	02/18/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$164.94		
64209	02/18/2016	Open			Accounts Payable	THOMAS HYDRAULIC & HARDWARE SUPPLY, INC.	\$64.99		
64210	02/18/2016	Open			Accounts Payable	Tri Flame Propane	\$71.04		
64211	02/18/2016	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$175.00		
64212	02/18/2016	Open			Accounts Payable	VERIZON WIRELESS	\$294.60		
64213	02/18/2016	Open			Accounts Payable	VERIZON WIRELESS	\$483.76		

TOWN OF PARADISE  
**CASH DISBURSEMENTS REPORT**

From Payment Date: 2/1/2016 - To Payment Date: 2/29/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
64214	02/18/2016	Open			Accounts Payable	VERIZON WIRELESS	\$104.70		
64215	02/18/2016	Open			Accounts Payable	VERIZON WIRELESS	\$321.37		
64216	02/18/2016	Open			Accounts Payable	Vigilant Canine Services	\$175.00		
64217	02/18/2016	Open			Accounts Payable	Water Truck Service LLC	\$4,935.00		
64218	02/18/2016	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$453.29		
64219	02/26/2016	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$50.00		
64220	02/26/2016	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$314.76		
Type Check Totals:					169 Transactions		\$1,164,624.03	\$0.00	\$0.00
<u>EFT</u>									
406	02/03/2016	Open			Accounts Payable	CALPERS - RETIREMENT	\$25,621.45		
407	02/03/2016	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,857.67		
408	02/03/2016	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,117.12		
409	02/03/2016	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$21,528.26		
410	02/08/2016	Open			Accounts Payable	CALPERS	\$109,124.55		
411	02/10/2016	Voided	Printer Error	02/10/2016	Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$100.00		
412	02/12/2016	Open			Accounts Payable	CALPERS - RETIREMENT	\$25,731.91		
413	02/12/2016	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$5,645.89		
414	02/12/2016	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$4,871.79		
415	02/12/2016	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$24,325.87		
416	02/19/2016	Open			Accounts Payable	CALPERS - RETIREMENT	\$2,646.00		
417	02/26/2016	Open			Accounts Payable	CALPERS - RETIREMENT	\$25,457.46		
418	02/26/2016	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,500.70		
419	02/26/2016	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$6,252.12		
420	02/26/2016	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$20,567.60		
Type EFT Totals:					15 Transactions		\$286,348.39		
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	162	\$1,164,624.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	7	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	169	\$1,164,624.03	\$0.00

TOWN OF PARADISE  
**CASH DISBURSEMENTS REPORT**

From Payment Date: 2/1/2016 - To Payment Date: 2/29/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	14	\$286,248.39	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$100.00	\$0.00	
					Total	15	\$286,348.39	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	176	\$1,450,872.42	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	8	\$100.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	184	\$1,450,972.42	\$0.00	

PR US Bank - PR US Bank Checking

Check

70625	02/01/2016	Open		Accounts Payable	BRUNO, SHERRY		\$226.40		
70626	02/01/2016	Open		Accounts Payable	BUZZARD , CHRIS		\$446.23		
70627	02/01/2016	Open		Accounts Payable	GALLAGHER, CRAIG		\$390.71		
70628	02/01/2016	Open		Accounts Payable	HAUNSCHILD, MARK		\$531.55		
70629	02/01/2016	Open		Accounts Payable	HONEYWELL, JANICE, J.		\$955.41		
70630	02/01/2016	Open		Accounts Payable	HOUSEWORTH, JERILYN		\$194.85		
70631	02/01/2016	Open		Accounts Payable	JEFFORDS, ROBERT, D.		\$478.07		
70632	02/01/2016	Open		Accounts Payable	MOORE, DWIGHT, L.		\$13,800.00		
70633	02/01/2016	Open		Accounts Payable	PILGRIM, CHRIS		\$478.21		
70634	02/01/2016	Open		Accounts Payable	SBA Monarch Towers III LLC		\$121.67		
70635	02/01/2016	Open		Accounts Payable	WESTAMERICA BANK		\$30,354.00		

PR US Bank - PR US Bank Checking Totals

11 Transactions							\$47,977.10		
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Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	11	\$47,977.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	11	\$47,977.10	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
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# CASH DISBURSEMENTS REPORT

From Payment Date: 2/1/2016 - To Payment Date: 2/29/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					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	11	\$47,977.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	11	\$47,977.10	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	173	\$1,212,601.13	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	7	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	180	\$1,212,601.13	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	14	\$286,248.39	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$100.00	\$0.00
	Total	15	\$286,348.39	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	187	\$1,498,849.52	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	8	\$100.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	195	\$1,498,949.52	\$0.00





**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: March 8, 2016**

**Agenda No. 2(c)**

**ORIGINATED BY:** Doug Danz, Onsite Sanitary Official

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Adoption of Ordinance No. 559 - Revisions to the Paradise Municipal Code, Chapter 13.04 Amending Sections Relating to Onsite Sewage Disposal Regulations

**COUNCIL ACTION REQUESTED:**

- 1) Waive the second reading of Ordinance No. 559 and approve reading by title only; and,
- 2) Adopt Ordinance No. 559, “An Ordinance Amending Paradise Municipal Code Sections 13.04.035, 13.04.040, 13.04.070, 13.04.080, 13.04.110 and 13.04.112 Relating to Onsite Sewage Disposal Regulations.”

The proposed amendments include provisions required for subsequent approval by the State Water Resources Control Board pursuant to State Policy relating to establishment of a Local Agency Management Program (LAMP) for the Town of Paradise.

**BACKGROUND:**

On February 9, 2016, the Town Council introduced Ordinance No 559 that sets forth revisions to the Paradise Municipal Code in order that Town staff will be in a position to submit a set of requirements under the Tier II provisions of the State Water Resources Control Board (State Board) adopted policy for the Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems (State Policy). Tier II requirements must be approved by the State Board as a Local Agency Management Program (LAMP). A second reading of Ordinance No 559 is necessary to adopt the ordinance. The effective date will be thirty days from the date of adoption.

The deadline for submitting the LAMP to the State Board is May 13, 2016.

Since its incorporation in 1979, the Town of Paradise has developed a very comprehensive and protective body of regulations that govern onsite wastewater construction. These regulations are located in the Paradise Municipal Code (PMC) and in the Town of Paradise Manual for the Onsite Treatment of Wastewater (Manual), and are tailored to the unique geographic and hydrological conditions of the Town as well as to the Town's infrastructure and administrative processes. This ordinance clarifies and synchronizes both the PMC and the Manual.

**TOWN OF PARADISE  
ORDINANCE NO. 559**

**AN ORDINANCE AMENDING THE PARADISE MUNICIPAL CODE  
SECTIONS 13.04.035, 13.04.040, 13.04.070, 13.04.080, 13.04.110 and 13.04.112  
RELATING TO ONSITE SEWAGE DISPOSAL SYSTEMS  
REGULATIONS**

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

**Section 1.** Section 13.04.035 of the Paradise Municipal Code is amended to read as follows:

**13.04.035 - On-site manual applicability.**

All parcels with and without existing developments shall be governed by the on-site manual, including construction, repair, modification, replacement and operation of sewage disposal systems.

**Section 2.** Section 13.04.040 of the Paradise Municipal Code is amended to read as follows:

**13.04.040 - Sewage disposal system required.**

It is unlawful for any person to maintain, occupy or use any building not provided with a sewage disposal system or which disposes of wastewater in a manner that does not comply with the provisions of this chapter and the provisions of the on-site manual.

**Section 3.** Section 13.04.070 of the Paradise Municipal Code is amended to read as follows:

**13.04.070 - Construction standards.**

A. The septic tank shall be of two-compartment construction and shall be of the size and type constructed in accordance with the requirements outlined in Chapter 5.1 of the on-site manual.

1. The minimum liquid capacity of new septic tanks shall be fifteen hundred gallons. Lesser capacities may be authorized by the on-site sanitary official for auxiliary septic tanks.
2. The septic tank shall be constructed of concrete or equally durable material satisfactory to the on-site sanitary official.

B. Dispersal Field/Effluent Disposal. The effluent from a septic tank or an approved alternative treatment system shall be discharged into a dispersal field or an approved alternative disposal system of the size and type constructed in accordance with the requirements of the on-site manual as administered by the on-site sanitary official.

C. Volume and Soil Criteria.

1. When a project has an average daily sewage flow in excess of one thousand gallons per day, one hundred percent of the original and replacement dispersal field shall be installed along with accessible diverter valve.
2. Permeable soil depth below the bottom of the leaching trench that receives non-secondary treated septic tank effluent shall not be less than four feet.
3. Depth to seasonally high groundwater below the bottom of the leaching trench that receives non-secondary treated septic tank effluent shall not be less than four feet.
4. Ground slope in the disposal area shall not be greater than thirty percent.
5. When a project involving the new construction of or alteration to the primary dispersal field has an average daily sewage flow of less than one thousand gallons per day and is to be served by a septic tank/dispersal field system, there shall be suitable area available upon the subject property for the installation of the primary dispersal field and a one hundred percent replacement area for a secondary dispersal field system.
6. Soil composition shall be such that it will serve as an effective filter for septic tank (or an approved alternative treatment system) effluent.
7. Individual leach fields shall not be excavated when the soil is wet enough to compact or smear easily.
8. Any soil testing performed pursuant to meeting the above criteria may, at the discretion of the on-site sanitary official, be witnessed by a representative from the Town Onsite Sanitation Division.
9. Wastewater effluent dispersal is not allowed in any areas that will receive vehicle loading, stationary or moving, whether the surface is asphalt, concrete, gravel or soil, which has a percolation rate greater than thirty minutes per inch. Paved areas, or areas proposed to be paved, which exceed thirty minutes per inch of percolation rate shall not be used to determine net lot area when new parcels are being created.

**Section 4.** Section 13.04.080 of the Paradise Municipal Code is amended to read as follows:

- **13.04.080 - Inspections required.**

No person shall backfill or cover with earth, or put into use, any sewage disposal system constructed under provisions of this chapter until an inspection of the sewage disposal system has been made by the on-site sanitary official and approval has been given.

**Section 5.** Section 13.04.110 of the Paradise Municipal Code is amended to read as follows:

**13.04.110 - Lot area requirements.**

A. When designing new parcels, the establishment and use of advanced treatment systems and community wastewater systems may be approved by the onsite sanitary official.

B. The on-site sanitary official and the State Regional Water Quality Control Board are authorized to formulate guidelines for advanced treatment systems and community wastewater systems. Advanced treatment systems and community wastewater systems shall be located, designed and installed under the direction of a registered civil engineer, registered engineering geologist or registered environmental health specialist and so certified in a manner acceptable to the on-site sanitary official.

C. When designing new parcels that will not be using a community wastewater system, the minimum required net lot areas shall be sized according to Table [13.04.110](#) of this section. "Net lot area" means that portion of a parcel not including the following areas:

1. Private and public easements for access or roadway purposes;
2. Areas within the minimum separation distances shown in Table [13.04.120](#) of this section except required setbacks for buildings and streets;
3. Areas with a slope in excess of thirty (30) percent;
4. Areas where the percolation rate is in excess of one hundred twenty (120) minutes per inch or thirty (30) minutes per inch where pavement is proposed;
5. Areas with less than seven (7) feet of soil above impervious stratum or winter groundwater, unless alternative or advanced treatment sewage disposal systems are approved by the on-site sanitary official;
6. Easements dedicated or reserved for sewage disposal purposes shall be established in a document recorded in the recorder's office of the county. Such recorded documents shall apply only to repairs and to existing lots of record on the effective date of the regulations codified in this chapter.

**Section 6.** Section 13.04.112 of the Paradise Municipal Code is amended to read as follows:

**13.04.112 - Bedrooms.**

B. 3. When determining whether or not a particular room is a "bedroom," the onsite sanitary official, and the town manager on appeal, may take into consideration the following features which, in various combinations (generally having only one feature does not preclude use as a bedroom), may make it unlikely that a room will be used as a bedroom:

**Section 7.** 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 8<sup>th</sup> day of March, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Jody Jones, Mayor

**ATTEST:**

**BY:** \_\_\_\_\_  
Joanna Gutierrez, CMC, Town Clerk

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_  
Dwight L. Moore, Town Attorney

**Attachment A:**

**PROPOSED REVISIONS TO THE PARADISE MUNICIPAL CODE  
RELATING TO ONSITE SEWAGE DISPOSAL REGULATIONS IN  
PREPARATION FOR SUBMISSION TO THE STATE WATER  
RESOURCES CONTROL BOARD AS PART OF THE LOCAL AGENCY  
MANAGEMENT PLAN (LAMP)**

[Strike outs and additions are highlighted in red]

**PARADISE MUNICIPAL CODE  
Title 13 - Public Services  
Chapter 13.04 - Sewage Disposal**

• **13.04.035 - On-site manual applicability.**

~~All Existing~~ parcels with and without existing developments shall be governed by the on-site manual, including ~~reconstruction~~ **construction**, repair, modification, ~~or~~ replacement and operation **of sewage disposal systems**. ~~New parcels must comply with the provisions of this chapter.~~ (Ord. 219 ~~§2~~(part), 1992)

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• **13.04.040 - Sewage disposal system required.**

It is unlawful for any person to maintain, occupy or use any building not provided with a sewage disposal system or which disposes of ~~wastewater sewage~~ in a manner that does not comply with the provisions of this chapter and ~~or~~ the provisions of the on-site manual. (Ord. 219 ~~§2~~(part), 1992)

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• **13.04.070 - Construction standards.**

A. The septic tank shall be of two-compartment construction and shall be of the size and type constructed in accordance with the requirements outlined in Chapter 5.1 of the ~~Onsite Manual~~ **on-site manual**.

1. The minimum liquid capacity of new septic tanks shall be fifteen hundred gallons. Lesser capacities may be authorized by the on-site sanitary official for auxiliary septic tanks.
2. The septic tank shall be constructed of concrete, or equally durable material satisfactory to the on-site sanitary official.

B. ~~Dispersal Absorption~~-Field/Effluent Disposal. The effluent from a septic tank or an approved alternative treatment system shall be discharged into ~~an absorption-dispersal~~ field or

an approved alternative disposal system of the size and type constructed in accordance with the requirements of the on-site manual as administered by the on-site sanitary official.

C. Volume and Soil Criteria.

1. When a project has an average daily sewage flow in excess of one thousand gallons per day, one hundred percent of the original and replacement dispersal field shall be installed along with accessible diverter valve.
2. Permeable Soil-soil depth below the bottom of the leaching trench that receives non-secondary treated wastewater shall not be less than four feet.
3. Depth to seasonally high groundwater below the bottom of the leaching trench that receives non-secondary treated wastewater shall not be less than four feet.
4. Ground slope in the disposal area shall not be greater than thirty percent.
5. When a project involving the new construction of or alteration to the primary dispersal field has an average daily sewage flow of less than one thousand gallons per day and is to be served by a septic tank/absorption-dispersal field system, there shall be suitable area available upon the subject property for the installation of the initial-primary sewage dispersal field disposal system and a one hundred percent replacement area for of that a secondary dispersal field system.
6. Soil composition shall be such that it will serve as an effective filter for septic tank (or an approved alternative treatment system) effluent.
7. Individual leach fields shall not be excavated when the soil is wet enough to compact or smear easily.
8. Any soil testing performed pursuant to meeting the above criteria may, at the discretion of the on-site sanitary official, be witnessed by a representative from the Town Onsite Sanitation Division.
9. Wastewater effluent dispersal is not allowed in any areas that will receive vehicle loading, stationary or moving, whether the surface is asphalt, concrete, gravel or soil, which has a percolation rate greater than thirty minutes per inch. Paved areas, or areas proposed to be paved, which exceed thirty minutes per inch of percolation rate shall not be used to determine net lot area of a parcel when new parcels are being created.

(Ord. No. 429, § 2, 3, 11-9-2004; Ord. 343 § 1, 2000; Ord. 228 § 3(part), 1993; Ord. 219 § 2(part), 1992; Ord. No. 425 §§ 1, 2, 2004)

• **13.04.080 - Inspections required.**

A. No person shall backfill or cover with earth, or put into use, any sewage disposal system constructed under provisions of this chapter until an inspection of the sewage disposal system has been made by the on-site sanitary official and approval has been given and an operating permit has been issued by the on-site sanitary official.

• **13.04.110 - Lot area requirements.**

A. When designing new parcels, the establishment and use of advanced treatment systems and community wastewater systems may be approved by the onsite sanitary official.

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B. The on-site sanitary official and the State Regional Water Quality Control Board are authorized to formulate guidelines for advanced treatment systems and community wastewater systems. Advanced treatment systems and community wastewater systems shall be located, designed and installed under the direction of a registered civil engineer, registered engineering geologist or registered environmental health specialist and so certified in a manner acceptable to the on-site sanitary official.

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C. When designing new parcels that will not be using a community wastewater system, the minimum required net lot areas shall be sized according to Table 13.04.110 of this section.

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"Net lot area" means that portion of a parcel not including the following areas:

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1. Private and public easements for access or roadway purposes;

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2. Areas within the minimum separation distances shown in Table 13.04.120 of this section except required setbacks for buildings and streets;

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3. Areas with a slope in excess of thirty (30) percent;

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4. Areas where the percolation rate is in excess of one hundred twenty (120) minutes per inch or thirty (30) minutes per inch where pavement is proposed;

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5. Areas with less than seven (7) feet of soil above impervious stratum or winter groundwater, unless alternative or advanced treatment sewage disposal systems are approved by the on-site sanitary official;

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6. Easements dedicated or reserved for sewage disposal purposes shall be established in a document recorded in the recorder's office of the county. Such recorded documents shall apply only to repairs and to existing lots of record on the effective date of the regulations codified in this chapter.

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• 13.04.112 - Bedrooms.

B. 3. When determining whether or not a particular room is a "bedroom," the health department onsite sanitary official, and the town manager on appeal, may take into consideration the following features which, in various combinations (generally having only one feature does not preclude use as a bedroom), may make it unlikely that a room will be used as a bedroom:

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EDMUND G. BROWN JR.  
GOVERNOR



MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

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**Central Valley Regional Water Quality Control Board**

25 February 2015

Doug Danz  
Environmental Health Director  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969-4931

**REVIEW CRITERIA, LOCAL AGENCY MANAGEMENT PROGRAMS (LAMPS) FOR TIER 2  
ONSITE WASTEWATER TREATMENT SYSTEMS**

On 19 June 2012, the State Water Resources Control Board (State Board) adopted *Policy for the Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems* (Policy). The Policy requires your agency to determine if it will comply with the prescriptive Tier 1 requirements of the Policy or, elect to implement Tier 2 requirements by submitting a Local Agency Management Program (LAMP). If your agency wishes to, it would submit its LAMP to the Central Valley Regional Water Quality Control Board (Central Valley Water Board) for review and approval following a public comment period<sup>1</sup>. Since many of the agencies within the Central Valley Water Board have expressed their desire to pursue the Tier 2 option, staff has developed the attached checklist to serve two purposes:

- Serve as a guide to the agency as it develops a LAMP, and
- Assist Board staff to expedite their review of the proposed LAMPs.

The checklist was developed by Central Valley Water Board staff in cooperation with the California Conference of Directors of Environmental Health and State Water Resources Control Board staff. It summarizes OWTS Policy requirements for LAMPs and is to be used and completed during development of your LAMP. For your convenience, we can e-mail you the checklist as a spreadsheet.

The checklist was developed to ensure that a LAMP will comply with Section 9 of the OWTS Policy. To aid in determining compliance with the Policy, we request that you develop your LAMP in two parts; *Program* and *Codes*. The *Program* part should describe your agency's means of complying with the OWTS, and must include adequate detail, including technical information, to support how all the criteria work together to protect water quality and human health (Section 9.5, OWTS Policy). The *Codes* part should be a complete, detailed compilation

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<sup>1</sup> Approved, the final version will serve as a conditional waiver of Waste Discharge Requirements, pursuant to §13269 California Water Code. For details, see:  
[http://www.waterboards.ca.gov/water\\_issues/programs/owts/docs/owts\\_policy.pdf](http://www.waterboards.ca.gov/water_issues/programs/owts/docs/owts_policy.pdf).

of appropriate supporting local codes and ordinances that demonstrate your agencies legal authority to fully implement the LAMP to ensure compliance with the OWTS Policy.

We encourage you to work with Central Valley Water Board staff during development of your LAMP to ensure it fully complies with the OWTS Policy. The following are staff contacts for this program:

- Redding Office: Eric Rapport (530) 224-4998, or [erapport@waterboards.ca.gov](mailto:erapport@waterboards.ca.gov),
- Rancho Cordova Office: Anne Olson at (916) 464-4740 or [aolson@waterboards.ca.gov](mailto:aolson@waterboards.ca.gov),
- Fresno Office: Dale Harvey at (559) 445-6190 or [dharvey@waterboards.ca.gov](mailto:dharvey@waterboards.ca.gov).

We look forward to working with you on this very important program for the Central Valley Water Board.



Clint E. Snyder, P.G.  
Assistant Executive Officer

EJR: lmw

Attachment: Checklist

cc + attch.: Tim O'Brien, State Water Resources Control Board, Sacramento (all)  
Robert Busby, Central Valley Regional Water Quality Control Board, Rancho Cordova (Local Agencies in R5S)  
Lonnie Wass, Central Valley Regional Water Quality Control Board, Fresno (Local Agencies in R5F)

R:\RB5\R5RSection\N Central Valley\across  
Section\Clerical\Groundwater\ERapport\2015\Preliminary\_Completeness\_Checklist\_Tier\_2\_LAMPs\Redding\_Office\Town\_of\_Paradise\Preliminary\_LAMP\_Completeness\_Check\_EJR\_revised\_23\_Feb\_15.docx

Completeness Checklist for LAMPs

GENERAL REQUIREMENTS FOR LAMPs				
OWTS Policy Section	OWTS Policy Section Summary	Region 5 Comments (These do not replace your review of the OWTS Policy. Italics and websites are specific explanations, more detailed than in the Policy.)	Relevant LAMP Section	Legal Authority/ Code Section
3.3	Annual Reporting	For Section 3.3 et seq., describe your program for annual reporting to Central Valley Regional Water Quality Control Board (Central Valley Water Board) staff in a tabular spreadsheet format.		
3.3.1	Complaints	Include numbers and locations of complaints, related investigations, and means of resolution.		
3.3.2	OWTS Cleaning	Include applications and registrations issued as part of the local cleaning registration pursuant to California Health and Safety Code §117400 et seq.		
3.3.3	Permits for New and Replacement OWTS	Include numbers and locations of permits for new and replacement OWTS, and their Tiers.		
3.4	Permanent Records	Describe your program for permanently retaining records, and means of making them available to Central Valley Water Board staff within 10 working days of a written request.		
3.5	Notifications to Municipal Water Suppliers	Describe your program for notifying public well and water intake owners, and the California Department of Public Health. Notification shall be as soon as practicable, but no later than 72 hours upon discovery of a failing OWTS, as described in Sections 11.1 and 11.2, within setbacks described in Sections 7.5.6 through 7.5.10.		
9.0	Minimum OWTS Standards	This Section is an introduction; we require no specific LAMP Section citation here.		Not applicable
9.1	Considerations for LAMPs	For Section 9.1 et seq., provide your commitment to evaluate complaints, variances, failures, and inspections in Section 9.3.2 (Water Quality Assessment); and your proposed means of assessment to achieve this Policy's purpose of protecting water quality and human health.		
9.1.1	Degree of vulnerability due to local hydrogeology	<i>Describe your commitment, and proposed means to identify hydrogeologically vulnerable areas for Section 9.3.2, after compiling monitoring data. Discuss appropriate related siting restrictions and design criteria to protect water quality and public health. Qualified professionals ("Definitions," page 9 in the Policy) should identify hydrogeologically vulnerable areas. Such professionals, where appropriate during a Water Quality Assessment, should generally consider locally reasonable percolation rates of least permeable relevant soil horizons, best available evidence of seasonally shallowest groundwater (including, but not limited to, soil mottling and gleying, static water levels of nearby wells and springs, and local drainage patterns), threats to receptors (supply wells and surface water), and potential geotechnical issues (including, but not limited to, potentially adverse dips of bedding, foliations, and fractures in bedrock).</i>		
9.1.2	High quality waters and other environmental conditions requiring enhanced protection	Describe special restrictions to meet water quality and public health goals pursuant to all Federal, State, and local plans and orders. <i>Especially consider appropriate alternatives to those provided in Section 7.8, Allowable Average Density Requirements under Tier 1. See also: State Water Resources Control Board Resolution No. 68-16.</i>		

9.1.3	Shallow soils requiring non-standard dispersal systems	<i>We interpret "shallow" soils generally to mean thin soils overlying bedrock or highest seasonal groundwater. Dependent on threats to receptors, highest seasonal groundwater can locally include perched and intermittent saturated zones, as well as the shallowest local hydraulically unconfined aquifer unit. See Section 8.1.5 for Minimum Depths to Groundwater under Tier 1. Qualified professionals should make appropriate determinations on the design and construction of non-standard dispersal systems due to shallow soils.</i>		
9.1.4	High domestic well usage areas	<i>Our key potential concerns are nitrate and pathogen transport toward receptor wells, especially in areas with existing OWTS already prone to soft failures (OWTS failures not evident at grade). Appropriate qualified professionals should consider reasonable pollutant flow paths toward domestic wells, at minimum based on; publically available nitrate concentrations in local wells, published technical literature on local wastewater and non-wastewater nitrate sources, well constructions, pumping demands, and vulnerability of wells due to local hydrogeology. For pathogens, qualified professionals should ensure that field methods are sufficient to mitigate the potential for false positives.</i>		
9.1.5	Fractured bedrock	<i>Where warranted, appropriate qualified professionals should assess permeability trends of water-bearing fractures, and related potential pathways of effluent toward receptors, including but not limited to, domestic wells and surface water. The professionals should also consider potential geotechnical issues. We suggest consideration of fractured bedrock in concert with percolation rates of overlying soils; either very high or low percolation rates might warrant siting restrictions or non-standard dispersal systems. See also State Water Resources Control Board Order WQ 2014-0153-DWQ, Attachment 1, page 1-3, Item A-3.</i>		
9.1.6	Poorly drained soils	<i>Appropriate qualified professionals should give criteria for determination of representative percolation rates, including but not limited to, general site evaluation, trench logging, pre-soak and measurement methods of percolation tests, and acceptable alternatives for percolation tests.</i>		
9.1.7	Vulnerable surface water	<i>Our key potential concern is eutrophication of fresh surface water. While typically with relatively low mobility in groundwater and recently informally banned in dishwasher detergents, phosphate is a common cause. At minimum, describe appropriate qualified professionals who will consider potential pathways of wastewater-sourced phosphate and other nutrients toward potentially threatened nearby surface bodies.</i>		
9.1.8	Impaired water bodies	<i>Wolf Creek, Nevada County, and Woods Creek, Tuolumne County will require Tier 3 Advanced Protection Management Programs. This applies to Nevada, Placer, and Tuolumne Counties. See Attachment 2 of the OWTS Policy.</i>		
9.1.9	High OWTS density areas	<i>Where nitrate is an identified chronic issue, at minimum, consider nitrogen loading per area; for example, see Hantzsche and Finnemore (1992), Crites and Tchobanoglous (1998), and more recent publications as appropriate.</i>		
9.1.10	Limits to parcel size	<i>At minimum, consider hydraulic mounding, nitrate and pathogen loading, and sufficiency of potential replacement areas.</i>		

9.1.11	Areas with OWTS that predate adopted standards	This refers to areas with known, multiple existing OWTS.		
9.1.12	Areas with OWTS either within prescriptive, Tier 1 setbacks, or within setbacks that a Local Agency finds appropriate	This refers to areas with known, multiple existing OWTS.		
9.2	Scope of Coverage:	For Section 9.2 et seq., provide details on scope of coverage, for example maximum authorized projected flows, allowable system types, and their related requirements for site evaluation, siting, and design and construction requirements.		
9.2.1	Installation and Inspection Permits	Permits generally cover procedures for inspections, maintenance and repair of OWTS, including assurances that such work on failing systems is under permit; see Tier 4.		
9.2.2	Special Provision Areas and Requirements near Impaired Water Bodies	<i>Wolf Creek, Nevada County, and Woods Creek, Tuolumne County will require Tier 3 Advanced Protection Management Programs. This applies to Nevada, Placer, and Tuolumne Counties. See Attachment 2 of the OWTS Policy.</i>		
9.2.3	LAMP Variance Procedures	Variances for new installations and repairs should be in substantial conformance to the Policy, to the greatest extent practicable. Variances cannot authorize prohibited items in Section 9.4.		
9.2.4	Qualifications for Persons who Work on OWTS	Qualifications generally cover requirements for education, training, and licensing. <i>We suggest that Local Agencies review information available from the California Onsite Water Association (COWA), see:</i>  <a href="http://www.cowa.org/">http://www.cowa.org/</a>		
9.2.5	Education and Outreach for OWTS Owners	Education and Outreach generally supports owners on locating, operating, and maintaining OWTS. At minimum, ensure that you will require OWTS designers and installers to provide owners with sufficient information to address critical maintenance, repairs, and parts replacements within 48 hours of failure; see also Tier 4. Also, provide information to appropriate volunteer groups. <i>At minimum, we suggest providing this information on your webpage.</i>		
9.2.6	Septage Disposal	Assess existing and proposed disposal locations, and their adequacy.		
9.2.7	Maintenance Districts and Zones	<i>These generally refer to Homeowners Associations, special maintenance districts, and similar responsible entities. Requirements for responsible entities should generally reflect the Local Agency's judgment on minimum sizes of subdivisions that could potentially cause environmental impacts. LAMPs should ensure that responsible entities have the financial resources, stability, legal authority, and professional qualifications to operate community OWTS.</i>		
9.2.8	Regional Salt and Nutrient Management Plans	Consider development and implementation of, or coordination with, Regional Salt and Nutrient Management Plans; see also State Board Resolution 2009-0011:  <a href="http://www.waterboards.ca.gov/centralvalley/water_issues/salinity/laws_regs_policies/rw_policy_implementation_mem.pdf">http://www.waterboards.ca.gov/centralvalley/water_issues/salinity/laws_regs_policies/rw_policy_implementation_mem.pdf</a>		
9.2.9	Watershed Management Groups	Coordinate with <i>volunteer well monitoring programs</i> and similar watershed management groups.		

9.2.10	Proximity of Collection Systems to New or Replacement OWTS	Evaluate proximity of sewer systems to new and replacement OWTS. <i>See also Section 9.4.9.</i>		
9.2.11	Public Water System Notification prior to permitting OWTS Installation or Repairs	Give your notification procedures to inform public water services of pending OWTS installations and repairs within prescribed setback distances.		
9.2.12	Policies for Dispersal Areas within Setbacks of Public Wells and Surface Water Intakes	Discuss supplemental treatments; see Sections 10.9 and 10.10. A Local Agency can propose alternate criteria; <i>however we will need rationale in detail.</i>		
9.2.13	Cesspool Discontinuance and Phase-Out	Provide plans and schedule.		
9.3	Minimum Local Agency Management Responsibilities:	For Section 9.3 et seq., discuss minimum responsibilities for LAMP management. Responsibilities should generally cover data compilation, water quality assessment, follow-up on issues, and reporting to the Central Valley Water Board:		
9.3.1	Permit Records, OWTS with Variances	Describe your records maintenance; numbers, locations, and descriptions of permits where you have granted variances.		
9.3.2	Water Quality Assessment Program:	<p>In the Water Quality Assessment Program, generally focus on areas with characteristics covered in Section 9.1. Include monitoring and analysis of water quality data, complaints, variances, failures, and inspections. Also include appropriate monitoring for nitrate and pathogens; you can use information from other programs. <i>We are available to provide further guidance on reporting requirements. In the interim, to assist with analyses and evaluation reports (Section 9.3.3), we suggest posting data on appropriate maps; for example consider the following links:</i></p> <p><a href="http://www.nrcs.usda.gov/wps/portal/nrcs/site/ca/home/">http://www.nrcs.usda.gov/wps/portal/nrcs/site/ca/home/</a>  <a href="http://www.cdpr.ca.gov/docs/emon/grndwtr/gwpa_maps.htm">http://www.cdpr.ca.gov/docs/emon/grndwtr/gwpa_maps.htm</a>  <a href="http://ngmdb.usgs.gov/maps/mapview/">http://ngmdb.usgs.gov/maps/mapview/</a>  <a href="http://www.conservation.ca.gov/cgs/information/publications/ms/Documents/M558.pdf">http://www.conservation.ca.gov/cgs/information/publications/ms/Documents/M558.pdf</a>  <a href="http://www.water.ca.gov/groundwater/data_and_monitoring/northern_region/GroundwaterLevel/SacValGWContours/100t400_Wells_Spring-2013.pdf">http://www.water.ca.gov/groundwater/data_and_monitoring/northern_region/GroundwaterLevel/SacValGWContours/100t400_Wells_Spring-2013.pdf</a>  <a href="http://www.water.ca.gov/waterdatalibrary/">http://www.water.ca.gov/waterdatalibrary/</a>  <a href="http://www.waterboards.ca.gov/gama/docs/hva_map_table.pdf">http://www.waterboards.ca.gov/gama/docs/hva_map_table.pdf</a>  <a href="http://geotracker.waterboards.ca.gov/gama/">http://geotracker.waterboards.ca.gov/gama/</a>  <a href="http://msc.fema.gov/portal">http://msc.fema.gov/portal</a></p>		

9.3.2.1	Domestic Well Sampling	<i>Apply your best professional judgment to ensure that well sampling focuses on hydrogeologically reasonable pollutant (primarily nitrate) flow paths. A qualified professional should generally design an appropriate directed, judgmental, sample (i.e., statistically non-random). Of the links provided, the Geotracker GAMA website might be particularly useful to the professional; at minimum we suggest reviews of available nitrate data in relevant domestic wells, up-gradient, within, and down-gradient of an area of interest. For some instances, for example where a developer proposes a relatively large project, a Local Agency might require a special study to distinguish between wastewater and non-wastewater sourced nitrate. In such cases, we suggest your consideration of requiring focused sampling and analyses, for example of <math>\delta^{18}\text{O}</math> and <math>\delta^{15}\text{N}</math> of nitrate (Megan Young, USGS, 2014 pers comm), and the artificial sweeteners sucralose and acesulfame-K (Buerge et al 2009, Van Stempvoort et al 2011, and more recent publications as they become available).</i>		
9.3.2.2	Domestic Well Sampling, Routine Real Estate Transfer Related	This applies only if those samples are routinely performed and reported.		
9.3.2.3	Water Quality of Public Water Systems	Reviews can be by your agency or another municipality.		
9.3.2.4	Domestic Well Sampling, New Well Development	This applies if those data are reported.		
9.3.2.5	Beach Water Quality Sampling, H&S Code §115885	<i>Public beaches include those on freshwater.</i>		
9.3.2.6	Receiving Water Sampling Related to NPDES Permits	This refers to existing data from other monitoring programs.		
9.3.2.7	Data contained in California Water Quality Assessment Database	This refers to existing data from other monitoring programs.		
9.3.2.8	Groundwater Sampling Related to Waste Discharge Requirements	This refers to existing data from other monitoring programs.		
9.3.2.9	Groundwater Sampling Related to GAMA Program	This refers to existing data from other monitoring programs.		
9.3.3	Annual Status Reports Covering 9.3.1-9.3.2	Reports are due 1 February, annually, beginning one year after a Regional Board approves LAMP. Every fifth year also include an evaluation report. Submit all groundwater monitoring data in Electronic Delivery Format (EDF) for Geotracker; submit all surface water data to CEDEN.		
9.4	Not Allowed or Authorized in LAMP:	For Section 9.4 et seq., ensure that your LAMP covers prohibitions.		
9.4.1	Cesspools	Local Agencies cannot authorize cesspools of any kind or size.		
9.4.2	Projected Flow greater than 10,000 gpd	<i>Apply professional judgment to further limit projected flows.</i>		

9.4.3	Effluent Discharger Above Post-Installation Ground Surface	For example, Local Agencies cannot authorize effluent disposal using sprinklers, exposed drip lines, free-surface wetlands, and ponds.		
9.4.4	Installation on Slopes greater than 30% without Registered Professional's Report	<i>See also earlier comments, Section 9.1.1, regarding potential geotechnical concerns.</i>		
9.4.5	Decreased Leaching Area for IAPMO-Certified Dispersal System with Multiplier less than 0.70	IAPMO refers to International Association of Plumbing and Mechanical Officials. <i>Decreased leaching area refers to alternatives to conventional (stone-and-pipe) dispersal systems; these alternatives require relatively less area. The multiplier, less than 1, allows for a reduction in dispersal field area relative to a conventional system.</i>		
9.4.6	Supplemental Treatments without Monitoring and Inspection	<i>Therefore, ensure that the LAMP describes periodic inspection and monitoring for OWTS with supplemental treatments.</i>		
9.4.7	Significant Wastes from RV Holding Tanks	<i>We interpret significant amounts to mean amounts greater than incidental dumping, such that volume, frequency, overall strength, or chemical additives preclude definition as domestic wastewater; see Definitions in OWTS Policy. See also, State Water Resources Control Board Order WQ 2014-0153-DWQ, Attachment B-2.</i>		
9.4.8	Encroachment Above Groundwater	Bottom of OWTS dispersal systems cannot be less than 2 feet above groundwater, or bottom of seepage pits, less than 10 feet above groundwater. <i>We interpret groundwater to include inter-flow and perched zones, along with the shallowest main unconfined aquifer. Degree of vulnerability to pollution due to hydrogeological conditions, Section 9.1.1, and the Water Quality Assessment, Section 9.3.2., should cover in detail means of assessing seasonally shallowest depth to groundwater.</i>		
9.4.9	Installations Near Existing Sewers	New and replacement OWTS cannot occur on any lot with available public sewers less than 200 feet from a building or exterior drainage facility (exception; connection fees plus construction costs are greater than 2 times the replacement OWTS costs, and Local Agency determines no impairment to any drinking water.)		
9.4.10	Minimum Setbacks:	These setbacks are from public water systems.		
9.4.10.1	From Public Supply Wells	If the dispersal system is less than 10' in depth, then the setback must be greater than 150' from public water supply well.		
9.4.10.2	From Public Supply Wells	If the dispersal system is greater than 10' in depth, then the setback must be greater than 200' from public water supply well.		
9.4.10.3	From Public Supply Wells, Regarding Pathogens	If the dispersal system is greater than 20' in depth, and less than 600' from public water supply well, then the setback must be greater than the distance for two-year travel time of microbiological contaminants, as determined by qualified professional. In no case shall the setback be less than 200'.		
9.4.10.4	From Public Surface Water Supplies	If the dispersal system is less than 1,200' from public water system's surface water intake, within its drainage catchment, and potentially threatens an intake, then the setback must be greater than 400' from the high water mark of the surface water body.		



9.4.10.5	From Public Surface Water Supplies	If the dispersal system is greater than 1,200,'but less than 2,500,' from public water system's surface water intake, within its drainage catchment, and potentially threatens an intake, then the setback must be greater than 200' from high water mark of surface water body.		
9.4.11	Supplemental Treatments, Replacement OWTS That Do Not Meet Minimum Setback Requirements	Replacement OWTS shall meet minimum horizontal setbacks to the maximum extent practicable.		
9.4.12	Supplemental Treatments, New OWTS That Do Not Meet Minimum Setback Requirements	New OWTS shall meet minimum horizontal setbacks to the maximum extent practicable, and meet requirements for pathogens as specified in Section 10.8., and any other Local Agency's mitigation measures.		
9.5	Technical Support of LAMP	Include adequate detail to ensure that the combination of all proposed criteria will protect water quality and public health sufficiently to warrant the Central Valley Water Board's waiver of Waste Discharge Requirements, pursuant to §13269, California Water Code.		
9.6	Regional Water Quality Control Board Consideration of LAMP	Regional Boards shall consider past performance of local programs to protect water quality. <i>We will generally consider past performance based on our reviews of annual status and evaluation reports; see Section 9.3.3.</i>		

References:

Hantzsche, N.N. and E.J. Finnemore (1992). Predicting groundwater nitrate-nitrogen impacts. "Groundwater," 30, No. 4, pages 490-499.

Crites, R and G. Tchobanoglous (1998). Small and Decentralized Wastewater Management Systems, McGraw-Hill, ISBN 0-07-289087-8, 1084 pages (see especially pages 919-920).

Young, Megan, USGS Menlo Park, mbyoung@usgs.gov , (650-329-4544)

Buerge, Ignaz J., Hans-Rudolf Buser, Maren Kahle, Markus D. Müller, and Thomas Poiger (2009). Ubiquitous occurrence of the artificial sweetener acesulfame in the aquatic environment: an ideal chemical marker of domestic wastewater in groundwater. "Environmental Science and Technology," 43" pages 4,381 to 4,385.

Van Stempvoort, Dale R., James W. Roy, Susan J. Brown, and Greg Bickerton (2011). Artificial sweeteners as potential tracers in groundwater in urban environments. "Journal of Hydrology," 401 pages 126 to 133.

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**TOWN OF PARADISE  
Council Agenda Summary  
Date: March 8, 2016**

**Agenda Item No. 5(a)**

**ORIGINATED BY:** Craig Baker, Community Development Director  
Dwight Moore, Town Attorney

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Consider Introducing an Ordinance Amending Text Regulations Within Paradise Municipal Code Chapter 1.09 Relating to Administrative Citations and Adopting a Resolution Establishing a Civil Penalty Amnesty Period

**COUNCIL ACTION REQUESTED:** Upon conclusion of public discussion of this agenda item adopt either the recommended action or an alternative action.

**RECOMMENDATION:** Adopt a **MOTION TO:**

1. Concur with the project "CEQA determination" finding signed by the Town Planning Director; **AND**
  2. Waive the first reading of Town Ordinance No. \_\_\_\_ and read by title only (roll call vote); **AND**
  3. Introduce Town Ordinance No. \_\_\_\_, "An Ordinance of the Town of Paradise Amending Section 1.09.050 Relating to Administrative Civil Citations"; **AND**
  4. Adopt Town of Paradise Resolution No. 16- \_\_\_\_, "A Resolution of the Town Council of the Town of Paradise Establishing a Temporary Amnesty Relating to the Payment of Administrative Civil Citation Penalties and Liens"; **OR**
1. Adopt an alternative directive to Town staff.

**BACKGROUND:**

On February 9, 2016, the Town Council conducted a public discussion regarding accumulated civil penalties and liens imposed upon a number of properties in the Town of Paradise as a result of long-standing or chronic Paradise Municipal Code (PMC) violations. At the conclusion of the discussion, the Town Council directed town staff to develop a resolution document establishing a one-time code enforcement civil penalty amnesty period. The Town Council also directed town staff to draft an ordinance document that would result in a minor text amendment to PMC Chapter 1.09 (Administrative Civil Penalties) that, if adopted, would

shorten the required period between the issuance of a written warning and issuance of an administrative citation for Zoning and Building Code violations from fifteen (15) to three (3) days.

## **DISCUSSION**

While the majority of Code Enforcement activity continues to achieve a high level of compliance without assessing large civil penalties through the issuance of administrative citations for PMC violations, there are a number of properties in the Town of Paradise that, because of long-standing, repeated and chronic issues, including blighted conditions, fire hazards, accumulations of junk and other issues, have accumulated large, unpaid civil penalties. These civil penalties are either in the form of an outstanding civil penalty balance with the Town Finance Department or a tax lien against the properties, or both. A number of properties that belong to this group have made little or no progress toward compliance for months or even years.

Establishment of a temporary penalty fee amnesty program may provide enough additional incentive to correct some of the most problematic Code Enforcement cases in the town. The proposed program would establish a one year-long period during which property owners who have been assessed civil penalties due to long-term or ongoing PMC violations may file an application to have penalties reduced, subject to the following criteria:

- Unpaid civil penalties and/or liens must have accumulated to at least \$2000 for a single property.
- All violations for which fines have been levied must have been satisfactorily corrected on the date of application filing.
- Civil penalties and or liens will be reduced by 75% of their balance on the date of filing a qualifying application.
- Payment of the projected reduced balance must be received by the town prior to actual fine/lien reduction.
- Only one application shall be granted for any single property for the duration of the program.
- The applicant shall be responsible for any Town of Paradise and Butte County processing fees associated with adjusting fines and/or tax liens.
- Successful reduction of civil penalties or liens shall not prevent the assessment of additional civil penalties in the event of additional future violations.

The proposed amendment to Chapter 1.09 to shorten the warning period from 15 to 3 days will provide for a more expedient approach to seeking abatement on serious, dangerous or time-sensitive PMC violations (cultivation of medical marijuana, fire/ life safety, etc.).

The Town Planning Director has determined that there is no possibility that adoption of the proposed text amendment and resolution document would result in a significantly adverse effect upon the environment. Therefore, the proposed amendment and resolution can be found to be exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061 (General rule exemption).

Attached with this council agenda summary for your consideration and recommended introduction are ordinance and resolution documents prepared by Town staff that, if adopted, would shorten the required duration of the warning period for issuance of an administrative citation for Zoning and Building Code violations from 15 to 3 days and would establish a one year-long amnesty period. A copy of the CEQA Notice of Exemption signed by the Planning Director is also attached.

**FINANCIAL IMPACT:** There is no financial impact associated with adoption of the resolution or with the first reading and introduction of the ordinance.

Attachments

## LIST OF ATTACHMENTS

1. Ordinance No. \_\_\_\_\_, "An Ordinance of the Town of Paradise Amending Section 1.09.050 Relating to Administrative Civil Citations"
2. Resolution No. 16-\_\_\_\_, "A Resolution of the Town Council of the Town of Paradise Establishing a Temporary Amnesty Relating to the Payment of Administrative Civil Citation Penalties and Liens"
3. Notice of Exemption signed by the Town Planning Director

**TOWN OF PARADISE  
ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE TOWN OF PARADISE  
AMENDING SECTION 1.09.050 RELATING TO  
ADMINISTRATIVE CIVIL CITATIONS**

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

**SECTION 1.** Paradise Municipal Code section 1.09.050 is hereby amended to read as follows:

1.09.050 - Procedures of Issuance of Administrative Citations.

(a) After a three (3) day written warning for a continuous zoning or building violation, the enforcement officer may issue an administrative citation to the violator or property owner for any violation of this Code, in the manner prescribed in this Chapter. The administrative citation shall be issued on a form prescribed by the Town Manager.

(b) The enforcement officer shall identify the responsible party. Once the person responsible for the violation is identified, the enforcement officer may obtain the signature of that person on the administrative citation for the purpose of establishing personal service of the citation. The failure to obtain the signature of the responsible party on the administrative citation shall in no way affect the validity of the citation and proceedings taken thereunder.

(c) If the enforcement officer is unable to locate the responsible party, or the responsible party refuses or otherwise fails to sign the administrative citation, the administrative citation shall be served on the responsible party as follows:

(1) Personal delivery of the administrative citation without the violator's signature.

(2) A copy of the administrative citation shall be mailed to the responsible party by first class U.S. mail, postage prepaid, addressed to the responsible party at his or her last known mailing address, together with a copy of a declaration of service signed under penalty of perjury by the person mailing such documents.

(3) The declaration of service shall show the date and manner of service by mail and shall recite the name and address of the person to whom it is addressed.

(4) When so mailed as set forth above, the administrative citation shall be deemed received on the date it is deposited in the U.S. mail. The failure of any responsible party to receive an administrative citation that is mailed in accordance with the provisions of this Chapter shall not affect the validity of any proceeding taken under this Chapter.

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

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this \_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Jody Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

**TOWN OF PARADISE  
RESOLUTION NO. 16-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
ESTABLISHING A TEMPORARY AMNESTY RELATING TO THE PAYMENT OF  
ADMINISTRATIVE CIVIL CITATION PENALTIES AND LIENS**

**WHEREAS**, pursuant to Paradise Municipal Code (PMC) Chapter 1.09, administrative civil citations are issued to persons who violate the provisions of the PMC; and

**WHEREAS**, the Town Council has determined that a temporary amnesty period for outstanding administrative civil citation penalties and liens would serve the public interest by providing an incentive to correct violations of the PMC; and

**WHEREAS**, the Town Council is willing to establish such a temporary amnesty period for no more than one year.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE** as follows:

**Section 1.** Town Council does hereby adopt a temporary amnesty period for one year for the reduction of administrative civil citation penalties and liens based upon the following criteria:

- a. During the amnesty period, a person may submit a Town application to the Town Manager for consideration if he or she has unpaid civil penalties and/or liens totaling at least \$2,000 for a single property at the time of the application for amnesty.
- b. All violations for which civil penalties and liens have been levied must have been satisfactorily corrected on the date of application for amnesty.
- c. After compliance with this resolution, civil penalties and liens will be reduced by 75% of their total balance on the date of filing a qualifying application.
- d. Payment of the entire reduced civil penalties and liens must be received by the Town prior to the release of the civil penalties and liens on the tax roll.
- e. Only one application shall be granted for any single property for the duration of the amnesty period.
- f. The applicant shall be required to pay any Town or Butte County processing fees associated with releasing the civil penalties and liens.



g. Approval of an application shall not prevent the assessment of additional civil penalties and liens in the event of additional future violations.

**PASSED AND ADOPTED** by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this \_\_\_ day of \_\_\_\_\_, 2016, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

\_\_\_\_\_  
JODY JONES, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JOANNA GUTIERREZ, Town Clerk

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

# NOTICE OF EXEMPTION

**To:** File

**From:** Town of Paradise, Development Services Department,  
Planning Division, 5555 Skyway, Paradise, CA 95969

**Project Title:** Text Amendment to Paradise Municipal Code Chapter 1.09 and Establishment of a Temporary Civil Penalty Amnesty Period

**Project Applicant:** Town of Paradise

**Project Location:** Various; town-wide

**Project Description:** Adoption of an ordinance amending text regulations within Paradise Municipal Code Chapter 1.09 relating to administrative citations and adoption of a resolution establishing a civil penalty amnesty period.

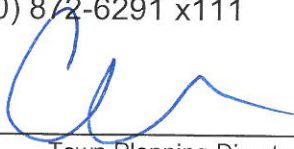
**Approving Public Agency:** Town of Paradise

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

**Exempt Status:**  
 Ministerial (Section 15268)  
 Emergency Project (Section 15269)  
 Categorical Exemption  
 General Rule Exemption (Section 15061)  
 Emergency Exemption

**Reason for Exemption:** The results of these actions will be limited to administrative paperwork and no adverse physical changes to any environmental setting will occur.

**Contact Person:** Craig Baker, Planning Director  
(530) 872-6291 x111

**Signature:**   
Town Planning Director

**Date:** February 26, 2016



**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: March 8, 2016**

**Agenda No. 6(a)**

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

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Pearson Rd SR2S Connectivity Project Education and Outreach Services (Non-Infrastructure Component)

**COUNCIL ACTION REQUESTED:**

1. Approve the attached Professional Services Agreement with CSU, Chico Research Foundation on behalf of the Center for Healthy Communities and authorize the Town Manager to execute.

**Background:**

On September 26, 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. The ATP administered by the Division of Local Assistance, Office of Active Transportation and Special Programs. The objective of the ATP is to achieve the following objectives:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

On March 20, 2014, Caltrans announced the first Call-for-Projects for the Active Transportation Program. By May 21, 2014 the Town of Paradise had submitted three complete grant applications for funding, including: (1) Pearson Rd SR2S Connectivity Project; (2) Maxwell Dr SR2S Project; and, (3) Downtown Paradise Equal Mobility Project.

On August 20, 2014, the California Transportation Committee announced the adoption of Statewide and Small Urban and Rural components of the program. A total of 772 applications were received during Cycle 1 from local agencies throughout the State. Of which, 265 projects have been funded, totaling approximately \$311 million in federal and state funds. The Town of Paradise was awarded two of three projects submitted, totaling nearly \$2.35 million at 100% state funded.

On March 10, 2015, Town Council approved Program Supplement Agreement No. 013-N for Project ATPL-5425 (029) to assure receipt of \$45,000 in State funds for the project's Project Approval and Environmental Document phase.

On June 24, 2015, the California Transportation Commission approved the Town's request to authorize Preliminary Engineering funds for the subject project and close the preceding project phase.

On August 11, 2015, Town Council awarded Contract 15-01.PE to NorthStar Engineering of Chico, CA to perform all necessary services to bring the project to construction in Fall 2016.

A component of the project grant award is implementing a school-based outreach and education program to compliment the infrastructure improvements. The Town of Paradise received authorization on January 21, 2016 from the California Transportation Commission to begin reimbursable work under the non-infrastructure project phase. This phase provides \$91,000 of 100% reimbursable funds to execute an approved work plan.

### **Analysis:**

The Town of Paradise is prepared to implement a complete education program while partnering with the CSU, Chico Research Foundation on behalf of the Center for Healthy Communities (CHC). The CHC is a leader in nutrition education, food security and physical activity programs and policies addressing the needs of diverse populations locally and regionally.

The proposed Non-Infrastructure Work Plan to be implemented at Paradise Elementary School, Paradise Intermediate School, and Honey Run Academy was approved by Caltrans on October 30, 2015. The work plan can be summarized as two major tasks, outlined below:

#### **TASK A: Safe Routes to School – Pre-Construction and Construction**

1. Establish and participate in a SRTS Committee (comprised of all three schools) with Parents, Teachers and Public Health (estimate 4 total meetings)
2. Coordinate Bicycle Safety Education and Training for grades 4-8, one per grade (5 total)
3. Coordinate and conduct Pedestrian Safety Education and Training, all Grades; one per grade per school (9 total)
4. Provide ongoing drop-off/pickup safety education/outreach to support safe walking and bicycling (9 total)
5. Conduct pedestrian and bicycle safety outreach at school sponsored events and educational outreach such as School Newsletters, Back to School Nights, Open Houses and similar (9 times during school year)
6. Coordinate with Paradise Police to conduct targeted enforcement that supports safety education
7. Parent survey
8. Phase I post-survey analyzing student and parent behavior change

#### **TASK B: Safe Routes to School – Post Construction**

1. Participate in a SRTS Committee (comprised of all three schools) with Parents, Teachers and Public Health (estimate 1 meeting)
2. Conduct pedestrian and bicycle safety outreach at school sponsored events and educational outreach (3 times)
3. Coordinate a month-long Walk and Bike to School campaign to promote walking/biking on newly constructed infrastructure (May 2017)
4. Coordinate with Paradise Police to conduct targeted enforcement that supports encouragement event and overall safety education

5. Conduct parent post-survey
6. Prepare evaluation report

The approved work plan includes purchasing tools and equipment for Bicycle Training and Education to be retained by the Town of Paradise for future education efforts.

The work plan also provides \$13,200 in reimbursement for Paradise Police Department staff time performing enforcement/education activities in the area.

In compliance with funding guidelines, staff has received an approved Public Interest Finding to directly negotiate and award a contract with the CHC. This approval was granted understanding the unique nature of the scope of work, extremely limited number of qualified and capable area consultants, and the advantage of using CSU, Chico which has significant organizational infrastructure and resources to leverage to the effort. This approved Public Interest Finding is included in this staff report as Attachment A.

Staff recommends Council award Contract 15-01.NI to the CSU, Chico Research Foundation on behalf of the Center for Healthy Communities in the amount of \$71,189.00. A copy of the contract agreement is included in this staff report as Attachment B.


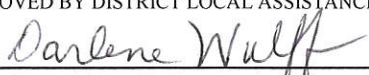
**Financial Impact:**

The contract services for this effort will be 100% funded by the State Active Transportation Program. The budgeted grant amount for the Non-Infrastructure phase of the project is \$91,000. The estimated total contract cost is \$71,189. Services will be paid on a not-to-exceed basis, using a task by task process.

**Attachments:**

1. Attachment A – Approved Public Interest Finding
2. Attachment B – Contract Agreement

**EXHIBIT 12-F REQUEST FOR APPROVAL OF COST-EFFECTIVENESS/PUBLIC INTEREST FINDING**

U.S. DEPARTMENT OF TRANSPORTATION		FEDERAL HIGHWAY ADMINISTRATION		CALIFORNIA DEPARTMENT OF TRANSPORTATION	
<b>REQUEST FOR APPROVAL OF COST-EFFECTIVENESS/PUBLIC INTEREST FINDING</b>					
<b>COST-EFFECTIVENESS DETERMINATION REQUIRED</b>			<b>PUBLIC INTEREST DETERMINATION REQUIRED</b>		
<input type="checkbox"/> Use of force account (23 CFR 635.204, 205)* <input type="checkbox"/> Use of publicly owned equipment (23 CFR 635.106) <input type="checkbox"/> Other*: _____			<input checked="" type="checkbox"/> Use of non-competitive negotiated consultant contracts (23 CFR 172.5)* <input type="checkbox"/> Use of publicly furnished materials (23 CFR 635.407) <input type="checkbox"/> Use of proprietary products and processes (23 CFR 635.411) <input type="checkbox"/> Use of contracting method other than competitive bidding (23 CFR 635.104/204)* <input type="checkbox"/> Use of mandatory borrow/disposal sites (23 CFR 635.407) <input type="checkbox"/> Advertising period less than 3 weeks (23 CFR 635.112)* <input type="checkbox"/> Waiver of Buy America Requirements (23 CFR 635.410)** <input type="checkbox"/> Other*: _____  * Requires Caltrans District approval ** Requires FHWA approval		
FEDERAL-AID PROJECT		CLASS OF FEDERAL FUNDS: <input type="checkbox"/> IM <input type="checkbox"/> NH <input type="checkbox"/> STP <input checked="" type="checkbox"/> OTHER: State-only ATP			
		STEWARDSHIP: <input checked="" type="checkbox"/> DELEGATED <input type="checkbox"/> HIGH PROFILE			
EA	DIST-CO-RTE- PM	ESTIMATED COST		FEDERAL FUNDS	
ATPL 5425 (029)	03-Butte-Pearson Rd	\$77,459		\$0 Federal, \$77,459 State	
GENERAL LOCATION			GENERAL DESCRIPTION OF WORK:		
Non-Infrastructure work will be performed at three public schools benefited by the infrastructure to be constructed along Pearson Rd between Skyway and Academy Dr. NI Component is focused at Paradise Elementary, Paradise Intermediate, and Honey Run Academy.			See attached approved Exhibit 22-R for the NI-component of this ATP project.		
REASONS THAT REQUESTED APPROVAL IS CONSIDERED TO BE COST-EFFECTIVE OR IN THE PUBLIC'S BEST INTEREST (STATE):					
The Town of Paradise is requesting approval to utilize a non-competitive negotiated consultant contract to perform the non-infrastructure component of ATPL 5425 (029) Pearson Rd SR2S Connectivity Project. This scope of work is very specific towards outreach and student-level education working with three area schools. The Town of Paradise proposes to use the California State University, Chico Research Foundation on behalf of its program Center for Healthy Communities for this effort. It is in the best interest of the public to directly negotiate and contract with the CSU, Chico Research Foundation. In Butte County, there is a lack of organizations and agencies prepared and capable of undertaking a state-funded non-infrastructure component. Utilizing the CSU, Chico Research Foundation offers a unique opportunity to leverage their infrastructure to efficiently perform the critical education and encouragement components of this project.					
REMARKS (STATE) :					
PREPARED/APPROVED BY LOCAL AGENCY'S REPRESENTATIVE		REPRESENTATIVE NAME AND TITLE:		Date:	
		Marc Mattox, Public Works Director		February 18, 2016	
*APPROVED BY DISTRICT LOCAL ASSISTANCE ENGINEER (DLAE)		DLAE NAME:		Date:	
		Darlene Wulff		2/25/16	
**APPROVED BY FHWA (Buy America Waiver only)		FHWA REPRESENTATIVE NAME:		Date:	

Distribution: (1) Local Agency File - Original; (2) DLAE - Copy; (3) Caltrans Project Manager - Copy if on the SHS

**AGREEMENT FOR PROFESSIONAL SERVICES****Contract 15-01.NI Pearson Rd SR2S Connectivity Project****ARTICLE I INTRODUCTION**

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

**The CSU, Chico Research Foundation on behalf of its program Center for Healthy Communities**

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Patti Horsley

The name of the "LOCAL AGENCY" is as follows:

**Town of Paradise**

The Contract Administrator for LOCAL AGENCY will be Marc Mattox, Town Engineer

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated February 22, 2016. 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 contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the performance of this contract, but only in proportion to and to the extent such claim, demand, cost or liability is due to the negligent acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY, in defending against claims, in proportion to and to the extent ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.  
LOCAL Agency agrees to indemnify and hold harmless CONSULTANT, California State University, Chico, the Trustees of the CSU, and their officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the performance of this contract, but only in proportion to and to the extent such claim, demand, cost or liability is due to the negligent acts, errors, or omissions of LOCAL AGENCY. LOCAL AGENCY will reimburse the CONSULTANT for any expenditure, including reasonable attorney fees, incurred by the CONSULTANT in defending against claims, in proportion to and to the extent ultimately determined to be due to negligent acts, errors, or omissions of LOCAL AGENCY.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner provided in this contract. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.



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

## ARTICLE II STATEMENT OF WORK

- A. Consultant shall complete the task list as referenced in the project approved Exhibit 22-R, Non-Infrastructure Work Plan dated October 30, 2015, attached as Exhibit A.
- The Town of Paradise will coordinate Paradise Police Department Community Service Officer activities and payment.
  - The Town of Paradise will purchase all bicycle training equipment and tools. All equipment and tools will be retained by the Town of Paradise following completion of the scope of work.

## ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

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

## ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on March 15, 2015, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end August 1, 2017, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

## ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XVII Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:



Marc A. Mattox  
Town Engineer  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969

- E. The total amount payable by LOCAL AGENCY shall not exceed \$71,189.00.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE VI TERMINATION**

- A. In addition to Article IE of this Contract, LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the Government shall be liable if this contract is terminated is based upon the progress completed for the contract.

#### **ARTICLE VII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract 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 contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

#### **ARTICLE VIII CHANGE IN TERMS**

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

#### **ARTICLE IX DELETED**

#### **ARTICLE X COST PRINCIPLES**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

#### **ARTICLE XI CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work

actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The California State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

#### **ARTICLE XIII EXTRA WORK**

At any time during the term of this Agreement, Local Agency may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Local Agency to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from Local Agency.

#### **ARTICLE XIV DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Town Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board 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 contract.

#### **ARTICLE XV AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, 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 Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager 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 contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

#### **ARTICLE XVI SUBCONTRACTING**

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

#### **ARTICLE XVII EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$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 Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "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 \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

#### **ARTICLE XVIII INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

#### **ARTICLE XIX SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XX INSURANCE**

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

### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultants profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

### ***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

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

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the LOCAL AGENCY. At the option of the LOCAL AGENCY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LOCAL AGENCY, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LOCAL AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### ***Other Insurance Provisions***

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

1. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LOCAL AGENCY.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the LOCAL AGENCY.

#### **Verification of Coverage**

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

### **ARTICLE XXI OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate(48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

### **ARTICLE XXII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

### **ARTICLE XXIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, 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 contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, 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 contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'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 LOCAL AGENCY.

#### **ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 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 XXV EVALUATION OF CONSULTANT**

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

#### **ARTICLE XXVI STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

#### **ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifi

that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and 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. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **ARTICLE XXVIII STATE PREVAILING WAGE RATES**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

#### **ARTICLE XXIX CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. 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 contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

#### **ARTICLE XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

#### **ARTICLE XXXI IDEMNITY**

CONSULTANT agrees to defend, indemnify and hold harmless the LOCAL AGENCY, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all attorney fees, court costs, costs and expenses in connection therein), arising from the performance of this contract, but only in proportion to and to the extent such claim, demand, action, loss, damage, injury or liability is due to the negligent acts, misconduct or omissions of CONSULTANT, its officers, agents, employees or volunteers.

LOCAL AGENCY agrees to defend, indemnify and hold harmless the CONSULTANT, California State University Chico, the Trustees of the CSU, and their officers, officials, employees and volunteers from and against any a

all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all attorney fees, court costs, costs and expenses in connection therein), arising from the performance of this contract, but only in proportion to and to the extent such claim, demand, action, loss, damage, injury or liability is due to the negligent acts, misconduct or omissions of LOCAL AGENCY, its officers, agents, employees or volunteers.

**ARTICLE XXXII NOTIFICATION**

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

**CONSULTANT:**

Center for Healthy Communities, CSU, Chico  
Patti Horsley, Project Manager  
400 W. First Street  
Chico, CA 95929

cc: Center for Healthy Communities, CSU, Chico  
25 Main Street, Suite 101 (Zip 0235)

**LOCAL AGENCY:**

Town of Paradise  
Marc A. Mattox, Contract Administrator  
5555 Skyway  
Paradise, CA 95969

**ARTICLE XXXIII CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this Contractand Exhibits constitutes an integrated agreement with the only terms and conditions between them and that it 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 contract as evidenced by the signatures below.

**ARTICLE XXXIII SIGNATURES**

**Town of Paradise**

By \_\_\_\_\_  
*Lauren Gill,  
Town Manager*

**CSU, Chico Research Foundation**

By \_\_\_\_\_  
*Name  
Title*



Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

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

Approved Effective \_\_\_\_\_

**EXHIBIT "A"  
Scope of Services**

### Exhibit 22-R ATP Non-Infrastructure Project Work Plan

Fill in the following items:

Date: (1)	30-Oct-15
Project Number: (2)	ATPL 5425 (029), Pearson Road SR2S Connectivity Project
Project Location(s): (3a)	Town of Paradise - Paradise Elementary School (573 students)
" " (3b)	Town of Paradise - Paradise Intermediate School (478 students)
" " (3c)	Town of Paradise - Honey Run Academy (17 students)
Project Description: (4)	The proposed project aims to finalize a series of infrastructure improvements which connect the greater Paradise area to three public schools. Specific improvements include the construction of sidewalk, curb and gutter on the north and south sides of Pearson Road between Black Olive Drive and Academy Drive. In addition, the project includes construction of curb, gutter and sidewalk on the south side of Pearson Road between Skyway and Almond Street. The non-infrastructure component includes an emphasis on the 3E's -- Education, Encouragement and Enforcement. This component will support the new infrastructure to be constructed fall 2016 by teaching students how to use the facilities and why active transportation is important.

Proceed to enter information in each Task Tab, as applies (Task A, Task B, Task C, Task C, etc.)

For Department use only

You will not be able to fill in the following items. Items will auto-populate once you've entered all "Task" tabs that applies:

Task Summary:

Click the links below to navigate to "Task Details" tabs:

Task	Task Name	Start Date	End Date	Cost
<a href="#">Task "A"</a>	SRTS - Pre-Construction & Construction	Mar-2016	Mar-2017	\$ 72,559.00
<a href="#">Task "B"</a>	SRTS - Post Construction	Mar-2017	Jun-2017	\$ 18,100.00
<a href="#">Task "C"</a>				\$ -
<a href="#">Task "D"</a>				\$ -
<a href="#">Task "E"</a>				\$ -
<a href="#">Task "F"</a>				\$ -
<a href="#">Task "G"</a>				\$ -
<a href="#">Task "H"</a>				\$ -
<a href="#">Task "I"</a>				\$ -
<a href="#">Task "J"</a>				\$ -
<b>GRAND TOTAL</b>				<b>\$ 90,659.00</b>

*Approved  
Kevin Stenerson  
10/30/15*

TASK "A" DETAIL				
Task Name (5a):		SRTS - Pre-Construction & Construction		
Task Summary (5b):		Perform education, outreach and enforcement activities to compliment constructed ATP improvements		
Task Schedule (5c):		Start Date: Mar-2016	End Date: Mar-2017	
Activities (6a):		Deliverables (6b):		
1.	Establish and participate in a SRTS Committee (comprised of all three schools) with Parents, Teachers and Public Health (estimate 4 total meetings)	Announcement, agendas, sign-in sheets, outcomes report, photos		
2.	Coordinate Bicycle Safety Education and Training for grades 4-8, one per grade (5 total)	Flyers, agenda, sign-in sheet, curriculum, photos		
3.	Coordinate and conduct Pedestrian Safety Education and Training, all Grades; one per grade per school (9 total)	Flyers, agenda, sign-in sheet, curriculum, photos		
4.	Provide ongoing drop-off/pickup safety education/outreach to support safe walking and bicycling (9 total)	Flyers, agenda, sign-in sheet, notes, photos		
5.	Conduct pedestrian and bicycle safety outreach at school sponsored events and educational outreach such as School Newsletters, Back to School Nights, Open Houses and similar (9 times during school year)	Flyers/announcements, posters, photos, educational material		
6.	Coordinate with Paradise Police to conduct targeted enforcement that supports safety education	Citation data, hourly logs, photos		
7.	Parent survey (pre-survey only)	Compiled data		
8.	Phase I post-survey analyzing student and parent behavior change	Compiled data		
9.				
10.				
Staff Costs:				
Staff Title (7a):		Annual Hours (7b)	Rate Per Hour (7c)	Total \$
Party 1 -	Paradise Police Department - Community Service Officer	250	\$40.00	\$ 10,000.00
Party 2 -	CSU, Chico Center for Healthy Communities			\$ 48,189.00
Party 3 -	Chico VELO			\$ 7,500.00
Party 4 -				\$ -
Party 5 -				\$ -
Party 6 -				\$ -
Subtotal Party Costs (6d):				\$ 65,689.00
Indirect Costs (6e):				
Total Staff Costs (6f):				\$ 65,689.00
Task Notes (8):				
<p>The Town of Paradise would like to partner with CSU, Chico Center for Healthy Communities and Chico Velo to assist in performance of the activities identified above. CSU, Chico will conduct overall NI Program Coordination, including participating in SRTS Committee, coordinating and leading Walk/Bike to School events and outreach, coordinating and conducting pedestrian safety education and training, performing data collection. Chico Velo will provide a League Certified Instructor to conduct bicycle safety education and training, including bike rodeos, will support overall education/outreach, and will participate in Walk/Bike to School Events. A Paradise Community Service Officer will provide targeted enforcement and participate in/support pedestrian and bicycle safety education efforts. All bikes and associated training equipment will be retained by the Town of Paradise for ATPL 5425 (030) and ATPL 5425 (034) NI components.</p>				
Other Costs:				
<p>You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:</p>				
<p>To fill out an itemized cost for each "Other Cost", click below:</p> <p style="text-align: center;"><b>Itemized "Other Costs" Section</b></p>		Travel (9a):	\$	-
		Equipment (9b):	\$	3,940.00
		Supplies/Materials (9c):	\$	1,500.00
		Incentives (9d):	\$	1,430.00
		Other Direct Costs (9e):	\$	-
		" " (9f):	\$	-
		Total Other Costs (9g):	\$	6,870.00
		<b>TASK GRAND TOTAL (10g):</b>	<b>\$</b>	<b>72,559.00</b>

**Task "A" Other Costs:**

**Itemized Travel Cost (8a)**

Please provide an itemized "travel" cost estimate for all travel costs applicable to each task

Travel (8a)		Quantity	Total \$
Type of Travel			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
<b>Total:</b>		0	\$
<b>Total Travel Cost:</b>			<b>\$</b>

**Itemized Equipment Cost (8b)**

Please provide an itemized "equipment" cost estimate for all equipment cost applicable to each task

Equipment (8b)		Quantity	Units	Unit Cost \$	Total \$
Type of Equipment					
1.	Bicycles for school bicyclob safety clinics	10	each	280	\$ 2,800.00
2.	Helmets	20	each	20	\$ 400.00
3.	Locks	10	each	10	\$ 100.00
4.	Safety Vests	10	each	10	\$ 100.00
5.	Safety Cones	40	each	5	\$ 200.00
6.	Tire pump	1	each	40	\$ 40.00
7.	Bicycle repair tools	1	each	50	\$ 50.00
8.	Bicycle repair stand	1	each	150	\$ 150.00
9.	Bicycle lights (front and back)	10	each	40	\$ 400.00
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
<b>Total:</b>		103		\$575	\$ 3,940.00
<b>Total Equipment Cost:</b>				<b>\$</b>	<b>\$ 3,940.00</b>

**Itemized Supplies/Materials Cost (8c)**

Please provide an itemized "supplies/materials" cost estimate for all equipment cost applicable to each task

Supplies/Materials (8c)		Quantity	Units	Unit Cost \$	Total \$
Type of Supplies/Materials					
1.	Training materials, handouts and flyers	3000	each	\$0.50	\$ 1,500.00
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
<b>Total:</b>		3000		\$1	\$ 1,500.00
<b>Total Supplies/Materials Cost:</b>				<b>\$</b>	<b>\$ 1,500.00</b>

**Itemized Incentives Cost (8d)**

Please provide an itemized "incentives" cost estimate for all incentives cost applicable to each task

Incentives (8d)		Quantity	Units	Unit Cost \$	Total \$
Type of Incentives					
1.	Rubber maraculis and buttons with safety message	1100	each	1.30	\$ 1,430.00
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
<b>Total:</b>		1100		\$1	\$ 1,430.00
<b>Total Incentives Cost:</b>				<b>\$</b>	<b>\$ 1,430.00</b>

TASK "B" DETAIL				
Task Name (5a):		SRTS - Post Construction		
Task Summary (5b):		Conduct post-construction walk/bike to school events and enforcement to compliment constructed ATP improvements		
Task Schedule (5c):		Start Date: Mar-2017	End Date: Jun-2017	
Activities and Deliverables:				
Activities (6a):		Deliverables (6b):		
1.	Participate in a SRTS Committee (comprised of all three schools) with Parents, Teachers and Public Health (estimate 1 meeting)	Announcement, agendas, sign-in sheets, outcomes report, photos		
2.	Conduct pedestrian and bicycle safety outreach at school sponsored events and educational outreach (3 times)	Flyers/announcements, posters, photos, educational material		
3.	Coordinate a month-long Walk and Bike to School campaign to promote walking/biking on newly constructed infrastructure (May 2017)	Media releases, receipts, photos		
4.	Coordinate with Paradise Police to conduct targeted enforcement that supports encouragement event and overall safety education	Citation data, hourly logs, photos		
5.	Conduct parent post-survey	Complied data		
6.	Prepare evaluation report	Program summary report		
7.				
8.				
9.				
10.				
Staff Costs:				
Staff Title (7a):		Annual Hours (7b)	Rate Per Hour (7c)	Total \$
Party 1 -	Paradise Police Department - Community Service Officer	80	\$40.00	\$ 3,200.00
Party 2 -	CSU, Chico Center for Healthy Communities			\$ 10,000.00
Party 3 -	Chico VELO			\$ 2,500.00
Party 4 -				\$ -
Party 5 -				\$ -
Party 6 -				\$ -
Subtotal Party Costs (6d):				\$ 15,700.00
Indirect Costs (6e):				
Total Staff Costs (8f):				\$ 15,700.00
Task Notes (8):				
<p>The Town of Paradise would like to partner with CSU, Chico Center for Healthy Communities and Chico Velo to assist in performance of the activities identified above. The CSU, Chico will conduct overall Ni Program Coordination, including participating in SRTS Committee, coordinating and leading Walk/Bike to School events and outreach, coordinating and conducting pedestrian safety education and training, performing data collection. The Chico Velo will provide a League Certified Instructor to conduct bicycle safety education and training, including bike rodeos, will support overall education/outreach, and will participate in Walk/Bike to School Events. A Paradise Community Service Officer will provide targeted enforcement and participate in/support pedestrian and bicycle safety education efforts.</p>				
Other Costs:				
<p>You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the Itemized other costs section:</p>				
<p>To fill out an itemized cost for each "Other Cost", click below:</p> <div style="border: 1px solid black; padding: 5px; display: inline-block; margin: 10px 0;">Itemized "Other Costs" Section</div>		Travel (9a):	\$	-
		Equipment (9b):	\$	-
		Supplies/Materials (9c):	\$	1,500.00
		Incentives (9d):	\$	900.00
		Other Direct Costs (9e):	\$	-
		" " (9f):	\$	-
Total Other Costs (9g):				\$ 2,400.00
<b>TASK GRAND TOTAL (10g):</b>				<b>\$ 18,100.00</b>

**Task "B" Other Costs:**

Itemized Travel Cost (8a)				
Please provide an itemized "travel" cost estimate for all travel costs applicable to each task				
Type of Travel	Quantity	Unit Cost \$	Total \$	
1		\$		
2		\$		
3		\$		
4		\$		
5		\$		
6		\$		
7		\$		
8		\$		
9		\$		
10		\$		
11		\$		
12		\$		
13		\$		
14		\$		
15		\$		
16		\$		
17		\$		
18		\$		
19		\$		
20		\$		
<b>Total</b>	0	\$		
<b>Total Travel Cost:</b>			\$	

Itemized Equipment Cost (8b)				
Please provide an itemized "equipment" cost estimate for all equipment cost applicable to each task				
Type of Equipment	Quantity	Units	Unit Cost \$	Total \$
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
<b>Total:</b>	0		\$0	\$
<b>Total Equipment Cost:</b>			\$	

Itemized Supplies/Materials Cost (8c)				
Please provide an itemized "supplies/materials" cost estimate for all equipment cost applicable to each task				
Type of Supplies/Materials	Quantity	Units	Unit Cost \$	Total \$
1. Training materials, handouts and flyers	3000	each	\$0.50	\$ 1,500.00
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
<b>Total</b>	3000		\$1	\$ 1,500.00
<b>Total Supplies/Materials Cost:</b>			\$	\$ 1,500.00

Itemized Incentives Cost (8d)				
Please provide an itemized "incentives" cost estimate for all incentives cost applicable to each task				
Type of Incentives	Quantity	Units	Unit Cost \$	Total \$
1. Rubber bracelets and buttons with safety message	400	each	1.30	\$ 520.00
2. Helmets (2 per grade, per school)	22	each	.15	\$ 330.00
3. Award certificates	50	each	1.00	\$ 50.00
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
<b>Total:</b>	472		\$17	\$ 800.00
<b>Total Incentives Cost:</b>			\$	\$ 800.00

**EXHIBIT "B"  
Compensation**



Consultant: CSU, Chico Research Foundation - Center for Healthy Communities  
 Contract No.: 15-01.NI  
 Project dates: 3/15/16-7/15/2017 (16 mos)

2/22/2016

**Direct Labor**

Classification/Title	Name	Year 1 (12 mos.)			Year 2 (4 mos.)		
		Hours/FTE	Hourly Rate	Total	Hours/FTE	Hourly Rate	Total
Project Manager	Patti Horsley	270	\$ 34.65	\$ 9,355.50	92	\$ 35.69	\$ 3,283.43
Health Education Specialist	TBD	15%	\$ 30.19	\$ 9,419.28	7.50%	\$ 30.79	\$ 1,601.28
Support Staff & CSUC Students	TBD	300	\$ 27.32	\$ 8,196.00	16	\$ 27.50	\$ 426.25
<b>Total Direct Labor Costs</b>				<b>\$ 26,970.78</b>	<b>Total Direct Labor Costs</b>		<b>\$5,311</b>

**Fringe Benefits**

Avg. Rate	Total FB	Avg. Rate	Total FB
24.5260%	\$ 6,614.85	22.2820%	\$1,183.39
	<b>Total FB \$ 6,614.85</b>		<b>Total FB \$1,183</b>

**Other Direct Costs**

	Unit	Unit Cost	Total	Unit	Unit Cost	Total
Travel/Mileage Costs	1050	\$ 0.54	\$ 567.00	350	\$ 0.54	\$ 189.00
Chico VELO subcontract		\$ 7,500.00	\$ 7,500.00		\$ 2,500.00	\$ 2,500.00
Training materials, handouts, and flyers		\$ 1,500.00	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00
Phone/Ethernet (pro rated by FTE)	0.49	\$ 406.00	\$ 198.94	0.15	\$ 171.31	\$ 25.70
Office Supplies (pro rated by FTE)	0.49	\$ 771.52	\$ 378.04	0.15	\$ 263.88	\$ 39.58
Space Rental (pro rated by FTE)	0.49	\$ 535.71	\$ 262.50	0.15	\$ 178.57	\$ 26.79
Fingerprinting for Student Saff/Interns	3	\$ 20.00	\$ 60.00	0	\$ -	\$ -
<b>Total ODC</b>			<b>\$ 10,466.48</b>	<b>Total ODC \$ 4,281.06</b>		

<b>Total direct costs</b>	<b>\$ 44,052.12</b>	<b>Total direct costs</b>	<b>\$ 10,775.41</b>
<b>Indirect Costs @ 30% MTDC</b>	<b>30% \$ 13,136.89</b>	<b>30%</b>	<b>\$ 3,224.59</b>

<b>Total Costs</b>	<b>\$ 57,189.00</b>	<b>Total Costs</b>	<b>\$ 14,000.00</b>
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**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: March 8, 2016**

**Agenda No. 6(b)**

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

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Maxwell Drive Safe Routes to School PS&E Services

**COUNCIL ACTION REQUESTED:**

1. Concur with staff's recommendation of Rolls Anderson & Rolls to perform engineering services for the Maxwell Drive Safe Routes to School Project, and
2. Approve the attached Professional Services Agreement with Rolls Anderson & Rolls and authorize the Town Manager to execute, and
3. Authorize the Town Manager to execute additional work orders up to 10% of the contract amount.

**Background:**

On September 26, 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. The ATP administered by the Division of Local Assistance, Office of Active Transportation and Special Programs. The objective of the ATP is to achieve the following objectives:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

On March 20, 2014, Caltrans announced the first Call-for-Projects for the Active Transportation Program. By May 21, 2014 the Town of Paradise had submitted three complete grant applications for funding, including: (1) Pearson Rd SR2S Connectivity Project; (2) Maxwell Dr SR2S Project; and, (3) Downtown Paradise Equal Mobility Project.

On August 20, 2014, the California Transportation Committee announced the adoption of Statewide and Small Urban and Rural components of the program. A total of 772 applications were received during Cycle 1 from local agencies throughout the State. Of which, 265 projects have been funded, totaling approximately \$311 million in federal and state funds. The Town of Paradise was awarded two of three projects submitted, totaling nearly \$2.35 million at 100% state funded.

On March 10, 2015, Town Council approved Program Supplement Agreement No. 0M62 for Project ATPL-5425 (030) to assure receipt of \$33,000 in State funds for the Maxwell Drive Safe

Routes to School Project Approval and Environmental Document phase. Also on March 10, 2015 authorized staff to file a Notice of Exemption for the California Environmental Quality Act at the approval of the Town Attorney under CEQA Section 15332 In-Fill Development Projects. The Notice of Exemption was publicly posted at the Butte County Recorder's Office on March 11, 2015 and was removed on May 4, 2015.

On June 24, 2015, the California Transportation Commission approved the Town's request to authorize \$98,000 in Preliminary Engineering funds for the subject project and close the preceding project phase.

On February 8, 2016 staff issued a Request for Proposals for Contract 15-02.PE for the Maxwell Drive Safe Routes to School Project, Plans, Specifications and Estimate Services. The scope of work for the proposed contract includes delivering final plans, specifications and estimates on an expedited timeline to meet quickly approaching funding deadlines. This RFP solicitation is being performed using Small Purchase/Simplified Acquisition Procedures (23 CF 172.5.a.2) which allows cost to be considered when awarding an engineering contract less than \$150,000.

**Analysis:**

By February 25, 2016 at 4:00 PM, Town staff had received four responses to the RFP. The proposers and their sub-consultants are listed below:

1. Mark Thomas and Company of Sacramento, CA
2. NorthStar Engineering of Chico, CA
3. Bennett Engineering of Roseville, CA
4. Rolls Anderson & Rolls of Chico, CA

Of the four proposals received, three were deemed to be 100% complete and demonstrated their abilities to address all services requested in the aggressive timeline specified. Understanding each proposal as equal in their respective commitments to successfully deliver the project, cost proposals were reviewed to determine a recommended consultant. A cost breakdown of the three complete proposals is shown below:

- Consultant A, \$89,880.49
- Consultant B, \$74,353.00
- Rolls Anderson & Rolls, \$59,856.00

Staff has reviewed each cost proposal diligently and has had follow-up discussions with Rolls Anderson & Rolls regarding scope of work, project familiarity and delivery confidence. Subsequently, staff is recommending Council award Contract No. 15-02.PE to Rolls Anderson & Rolls in the amount of \$59,856.00 to perform the specified services for the Maxwell Dr SR2S Project. A proposed contract is included in this staff report as Attachment A. The proposed scope of work is slated to begin March 9, 2016 with all final deliverables due April 26, 2016.

**Financial Impact:**

The professional services agreement and respective services will be 100% funded by the State Active Transportation Program. The budgeted grant amount for the Preliminary Engineering phase of the project is \$98,000. The estimated total contract cost is \$59,856.00. Services will be paid on a not-to-exceed basis, using a task by task process.

**Attachments:**

1. Attachment A – Professional Services Contract Agreement

## AGREEMENT FOR PROFESSIONAL SERVICES

### Contract 15-02.PE Maxwell Dr SR2S Project

#### ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

#### **Rolls Anderson & Rolls of Chico, CA**

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Kenneth G. Skillman, III

The name of the "LOCAL AGENCY" is as follows:

#### **Town of Paradise**

The Contract Administrator for LOCAL AGENCY will be Marc Mattox, Town Engineer

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated **February 29, 2016**. 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 contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the Consultant's services provided under this contract due to negligent acts, acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, acts, errors, or omissions of the CONSULTANT
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner provided in this contract. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided in this contract, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

#### ARTICLE II STATEMENT OF WORK

- A. Consultant shall complete the task list as referenced in the Consultant's Statement of Work dated **February 29, 2016**, attached as Exhibit A.

### ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

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

### ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on **March 9, 2016**, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end when final 100% plans and specifications are accepted by the LOCAL AGENCY or July 31, 2016, whichever comes first, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

### ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XVII Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Marc A. Mattox  
Town Engineer  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969

- E. The total amount payable by LOCAL AGENCY shall not exceed **\$59,856.00**
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

**ARTICLE VI TERMINATION**

- A. In addition to Article IE of this Contract, LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is based upon the value of the work properly complete by CONSULTANT at the time of termination.

**ARTICLE VII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract 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 contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

**ARTICLE VIII CHANGE IN TERMS**

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

**ARTICLE IX DELETED**

**ARTICLE X COST PRINCIPLES**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

**ARTICLE XI CONTINGENT FEE**

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

**ARTICLE XII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs

administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The California State, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested Subcontracts in excess of \$25,000 shall contain this provision.

### **ARTICLE XIII EXTRA WORK**

At any time during the term of this Agreement, Local Agency may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Local Agency to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from Local Agency.

### **ARTICLE XIV DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Town Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board 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 contract.

### **ARTICLE XV AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, 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 Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager 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 contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

### **ARTICLE XVI SUBCONTRACTING**

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

## **ARTICLE XVII EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$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 Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "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 \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

## **ARTICLE XVIII INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

## **ARTICLE XIX SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

## **ARTICLE XX INSURANCE**

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

### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
- 2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).



3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultants profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

### ***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

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

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the LOCAL AGENCY. At the option of the LOCAL AGENCY, either: the insurer shall reduce or eliminate such deductibles or self- insured retentions as respects the LOCAL AGENCY, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LOCAL AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### ***Other Insurance Provisions***

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

1. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LOCAL AGENCY.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the LOCAL AGENCY.

### **Verification of Coverage**

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

### **ARTICLE XXI OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

### **ARTICLE XXII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

### **ARTICLE XXIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, 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 contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, 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 contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'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 LOCAL AGENCY.

**ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 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 XXV EVALUATION OF CONSULTANT**

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

**ARTICLE XXVI STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

**ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and 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. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

**ARTICLE XXVIII STATE PREVAILING WAGE RATES**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

**ARTICLE XXIX CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. 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 contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

**ARTICLE XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

**ARTICLE XXXI IDEMNITY**

Consultant agrees to defend, indemnify and hold harmless the Local Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all attorney fees, court costs, costs and expenses in connection therein), arising from its negligent performance, misconduct or omissions relating to the services under this Contract or its failure to comply with any of its obligations contained in this Contract, except for any such claim arising from the sole negligence or willful misconduct of the Local Agency, its officers, agents, employees or volunteers.

**ARTICLE XXXII NOTIFICATION**

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

CONSULTANT:

Rolls Anderson & Rolls  
Kenneth G. Skillman, III  
115 Yellowstone Drive  
Chico, CA 95973

LOCAL AGENCY:

Town of Paradise  
Marc A. Mattox, Contract Administrator  
5555 Skyway  
Paradise, CA 95969

**ARTICLE XXXIII CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this Contract and Exhibits constitutes an integrated agreement with the only terms and conditions between them and that it 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 contract as evidenced by the signatures below.

**ARTICLE XXXIII SIGNATURES**

**TOWN OF PARADISE**

By \_\_\_\_\_  
*Lauren Gill,  
Town Manager*

**Rolls Anderson & Rolls**

By \_\_\_\_\_  
*Kenneth G. Skillman, III  
Vice President/Principal Engineer*

Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

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

Approved Effective \_\_\_\_\_

**EXHIBIT "A"**  
**Scope of Services**



# PROPOSAL FOR CONTRACT 15-02.PE MAXWELL DRIVE SR2S PROJECT PLANS, SPECIFICATIONS & ESTIMATE SERVICES

## CIVIL ENGINEERING DESIGN TASKS AND STATEMENT OF WORK

### GENERAL

Rolls, Anderson & Rolls (hereinafter RAR) shall assign the Maxwell Drive SR2S Project to Ken Skillman, PE, PLS (Ken) as Principal in Charge, and Paul Rabo, PE (Paul) as Design Engineer. Ken has spent the majority of his 32 years of experience providing professional services for municipal clients while Paul has become RARs' top design professional helping our clients comply with FHWA and Caltrans requirements during his 15 year engineering career. Mr. Skillman is very familiar with Maxwell Drive from the Assembly of God Church, Paradise High School and Paradise Cemetery on the south extent of the project near Elliott Road on up to Skyway Pet Hospital and Big 5 at the north end on Skyway. He and Mr. Rabo have reviewed all of the available, pertinent information related to this proposed project.



### TOPOGRAPHIC SURVEY

Ken and Paul have reviewed the topographic survey provided by the Town from L&L Surveying and believe that some additional topographic surveying will be needed at proposed asphalt grind/conforms, intersections, driveways and curb ramps. Mr. Skillman will coordinate with RARs' Survey Manager, Herb Votaw, PLS, to have the additional topographic surveying performed. Mr. Votaw, who also possesses more than 32 years of professional land surveying experience, will oversee the drafting and mapping of the additional topographic information.

### UTILITY COORDINATION

RAR understands that it is the Town's intent to perform the majority of all utility coordination efforts and is only requiring assistance from us in preparing the utility conflict maps. Mr. Rabo shall prepare and provide electronic versions of the necessary utility conflict maps in AutoCAD and PDF formats as well as deliver two (2) hard copies of each map for the Town's project records. RAR is aware that the Town will distribute Caltrans Exhibit "B" Utility Relocation Letters to facilitate the relocation of utility poles and valve adjustments (PG&E and PID) to grade during the RFP solicitation process.

***Deliverables: Two copies of each utility conflict map; electronic AutoCAD and PDF files of the same.***



# PROPOSAL FOR CONTRACT 15-02.PE MAXWELL DRIVE SR2S PROJECT PLANS, SPECIFICATIONS & ESTIMATE SERVICES



## DESIGN

### 50% Complete - Final Design Conceptual Exhibit and Possible Alternatives

Understanding that the Town will require 50% "Final Design Concept" exhibits to be utilized during its public outreach phase of this project, RAR will start design by merging the comprehensive topographic survey completed above with the draft CAD line work provided by the Town. Paul Rabo will layout the proposed bicycle lanes; new sidewalks and accessible ramps will be plotted and highlighted thereon. He shall examine various alternative layouts of the bike lane and sidewalks, then present three (3) or four (4) of the most viable options to Town staff for selection of the top two. RAR shall provide one (1) set of three (3) 24" x 36" color plan sheets at 1" = 20' scale of each of the top two options to the Town for public outreach purposes.

***Deliverables: One (1) set of three (3) color plan sheets of Final Design Concept Exhibit (horizontal layout only) and electronic AutoCAD and PDF files of the same for each of the top two alternatives.***

### 90% Complete Design

RAR anticipates that this portion of the work can be expedited by utilizing two (2) professional engineers to perform the design. Mr. Skillman will set up the Title Sheet and the six (6) plan and profile sheets delineating the new and replaced curbs, gutters, sidewalks, AC dikes, curb ramps and miscellaneous grading at intersections and driveway conforms, plotting the existing and new centerline profile as well as the existing and new right and left flowline profiles. Ken will also meet and coordinate with adjacent property owners individually to



confirm and/or establish driveway locations and to ascertain other modifications required by the project in front of their properties such as fence or retaining wall relocations or modifications, mailbox relocations and tree removal. He will provide an 11" x 17" sized plan view of Maxwell Drive fronting their property to each owner for discussion purposes. Mr. Skillman will evaluate possible avoidance options to limit the impacts to adjacent property owners and discuss same with property owners and Town staff to determine preferred options and amiable solutions, wherever possible. Simultaneously, Paul Rabo will add design related storm drainage and/or





# PROPOSAL FOR CONTRACT 15-02.PE MAXWELL DRIVE SR2S PROJECT PLANS, SPECIFICATIONS & ESTIMATE SERVICES

infiltration facilities to the plan and profile sheets. Mr. Rabo shall also set up the detail sheets, the erosion control plan and the striping and signage plan. All drafting of Ken's and Paul's design sheets would be completed by RAR support personnel, then an internal office review would be performed by either Scott Rolls, P.E. or Keith Doglio, P.E., both of RAR.

## **90% Specifications**

Mr. Skillman shall prepare this project's Technical Specifications and Special Provisions while incorporating any Town-provided boilerplate General Provisions, Form of Contract, etc., along with State (Caltrans) provisions pertinent to the Maxwell Drive SR2S Project. Should the Town not possess standard, boilerplate sections of the specifications, RAR shall utilize our in-house specification sections that we utilize for all of our municipal clients' public works construction projects, excepting those sections that would be preempted by Caltrans' required contract documents and specifications. Once compiled, an internal review of the 90% specifications would be conducted by either Scott Rolls or Keith Doglio. Any final corrections would be made and then electronic versions of same in Word and PDF formats would be forwarded to the Town for review, along with two (2) paper copies.



## **90% Engineer's Construction cost Estimate**

Paul Rabo shall perform a quantity breakdown calculation for each construction item depicted on the design drawings. Using recent, local unit prices from some of our other municipal street projects, Mr. Rabo shall prepare an "Engineer's Opinion of Probable Costs" for the Maxwell Drive SR2S Project. Similarly, this estimate shall receive an internal review form either Mr. Rolls or Mr. Doglio and any final modifications shall be made. Subsequently, electronic versions in Excel and PDF formats shall be forwarded to the Town, along with two (2) paper copies.

### ***All 90% Deliverables:***

***90% Design Drawings in AutoCAD & PDF formats***

***Two (2) sets of 90% Design Drawings***

***90% Specifications in Word & PDF formats***

***Two (2) sets of 90% Specifications***

***90% Cost Estimate in Excel & PDF formats***

***Two (2) sets of 90% Cost Estimate***

# PROPOSAL FOR CONTRACT 15-02.PE MAXWELL DRIVE SR2S PROJECT PLANS, SPECIFICATIONS & ESTIMATE SERVICES



## FINAL CONTRACT DOCUMENTS

Upon receipt of the Town's review comments for the Maxwell Drive SR2S project 90% plans, specifications and cost estimate, Mr. Skillman and Mr. Rabo shall make the necessary additions, deletions and modifications to derive the final contract documents.

### *Final Deliverables:*

- Final Design Drawings in AutoCAD & PDF formats*
- Final Design Drawings printed on mylar*
- Final specifications in Microsoft Word & PDF formats*
- Final specifications in bound, hard copy book format*
- Final Cost Estimate in Excel & PDF formats*
- Final Cost Estimate in hard copy*

## ASSUMPTIONS AND EXCLUSIONS

- 1) RAR has assumed attendance at a maximum of three (3) meetings of approximately 2 hours each. Mr. Skillman will attend an initial meeting to commence coordination with Town staff. Ken would also attend and provide technical assistance to Town staff at the cited Public Outreach Meeting. Finally RAR envisions a meeting with Town staff for our 90% deliverables submittal to clarify the design decisions that were made at various locations throughout the project route to help expedite the Town's review iteration and to help keep the design phase of this project on schedule. Preparation for and attendance at additional meetings will be considered additional services and would be billed on a time and materials basis.
- 2) CEQA/NEPA documentation and compliance shall be provided by the Town or others. RAR does not provide environmental services.
- 3) L.I.D. worksheets and D.M.A. plats will not be required.
- 4) 100% Title 24 and ADA compliance may not be attainable in areas where the existing longitudinal slope exceeds 5%, since it is unlikely that any design would be able to provide landings in sidewalks at the prescribed intervals under this condition.
- 5) SWPPP preparation along with required inspections and monitoring shall be provided by the Town or the eventual contractor for this project. RAR staff, including Mr. Rabo cited in this proposal have attained their QSD credentials and are able to provide this service





# PROPOSAL FOR CONTRACT 15-02.PE MAXWELL DRIVE SR2S PROJECT PLANS, SPECIFICATIONS & ESTIMATE SERVICES

for an additional fee, but we have found that a number of contractors are now providing this service as part of the construction contract.

- 6) This proposal does not include preparation of a soils report or geotechnical report, or the design of retaining walls exceeding 4 feet in height as measured from the bottom of the foundation to the top of the wall.
- 7) The specifications for this project shall not include any Federal or FHWA provisions.

## SCHEDULE OF WORK

Morning of March 9, 2016:	Receive Notice to Proceed from Town of Paradise.
Afternoon of March 9, 2016:	Hold initial meeting with Town staff to go over proposed design and discuss schedule.
By end of day March 15, 2016:	Provide Town with 50% Final Conceptual Design exhibit for Public Outreach Meeting.
During the week of March 16 <sup>th</sup> , 2016 through March 22, 2016	Attend scheduled Public Outreach Meeting and provide technical assistance, as needed.
By end of day April 13, 2016:	Present and deliver 90% plans, specifications and estimates to Town staff at "walk through plans".
April 18, 2016:	Receive review comments from the Town.
By end of day April 26, 2016:	Deliver 100% plans, specifications and estimate to the Town.

## CONTRACT AGREEMENT

As cited and addressed in our e-mails of February 10, 2016, RAR will provide our \$2,000,000 each occurrence/\$2,000,000 aggregate Umbrella Liability coverage and our \$1,000,000 per occurrence/\$2,000,000 general aggregate General Liability coverage in lieu of the \$2,000,000 per occurrence General Liability insurance cited in the Town's agreement. A copy of our Certificate of Liability Insurance is provided for your use.

**EXHIBIT "B"**  
**Compensation**

# PROPOSAL FOR CONTRACT 15-02.PE MAXWELL DRIVE SR2S PROJECT PLANS, SPECIFICATIONS & ESTIMATE SERVICES



## COST ESTIMATE

Rolls, Anderson & Rolls shall provide the Scope of Work described in the “Civil Engineering Design Tasks and Statement of Work” for the following lump sum fees:

Item	Fee
<b>TOPOGRAPHIC SURVEY</b>	\$5,780.00
<b>UTILITY COORDINATION</b>	\$3,125.00
<b>DESIGN</b>	
50% Final Design Conceptual Exhibit & Possible Alternatives	\$3,540.00
Setup Title, Plan & Profile and Detail Sheets	\$2,200.00
Design Curb, Gutter, Sidewalk, AC Dike, Curb Ramps and Miscellaneous Grading	\$7,150.00
Miscellaneous Storm Drain and L.I.D. Design	\$5,200.00
Coordination with Adjacent Owners	\$7,680.00
Driveway Conform and Miscellaneous Intersection Grading	\$3,715.00
Drafting of Plans	\$9,350.00
Prepare Specifications	\$6,225.00
Prepare Engineer’s Estimate	\$975.00
Internal Review	\$1,025.00
Final Deliverables	\$256.00
Meetings	\$1,025.00
Project Management	<u>\$2,610.00</u>
<b>TOTAL:</b>	<b>\$59,856.00</b>





**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: March 8, 2016**

**Agenda No. 6(c)**

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

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Measure C Road Rehabilitation Project 2016

**COUNCIL ACTION REQUESTED:**

1. Adopt a resolution approving the plans and specifications for the Measure C Road Rehabilitation Project 2016 and authorizing advertisement for bids on the project.

**Background:**

On February 25, 2016, during a Paradise Town Council Priority Setting Meeting, Council concurred with staff recommendation to proceed preparing a road maintenance project for bid which helps maintain and extend the life of the Town's most critical roadways. The proposed project will apply a microsurfacing seal application which involves placing a thin layer composed of fine aggregate, asphalt emulsion, additives, water and cement. This microsurfacing will extend the life of the road and reduce future maintenance costs. The timing of this road project is especially critical for two reasons: (1) the age and deterioration of the Town's roadway network, and (2) the current cost climate for raw oil materials would be advantageous for such a project to be executed as soon as possible.

**Analysis:**

Staff has established a street list for the Measure C Road Rehabilitation Project 2016 by collecting field data, indentifying repair methods, grouping the repairs into areas of need, and considering future projects in different locations in the Town, see attached Exhibit A. The prioritized street list and scope for the subject project is shown below:

**Micro-Surface + New Striping & Recessed Markers**

1. Skyway, Town Limits to Neal
2. Skyway, Bille to Wagstaff
3. Clark, Elliott to Bille
4. Wagstaff, Skyway to Clark
5. Bille, Skyway to Clark
6. Elliott, Skyway to Clark
7. Pentz, Ponderosa to Pearson
8. Bille, Clark to Pentz
9. Sawmill, Pearson to Bille

**New Recessed Markers**

1. Skyway, Neal to Pearson
2. Skyway, Elliott to Bille
3. Pearson, Skyway to Clark
4. Clark, Pearson to Elliott

Public Works has prepared the plans, specifications, and cost estimate for Measure C Road Rehabilitation Project 2016. With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:

Advertise for bid:	March – April 2016
Award Contract:	May 10, 2016 (or earlier scheduled special meeting)
Construction:	July 2016

The plans and specifications for the project are on file in the Public Works office for review.

**Financial Impact:**

Funding for the Road Rehabilitation Project 2016 is proposed to come from local Measure C funds. The total estimated construction cost is \$500,000 and a 10% contingency will be budgeted from local transportation/transit. A detailed project accounting description will be made available at the time of contract award.

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PARADISE APPROVING THE PLANS, SPECIFICATIONS AND  
ESTIMATES FOR MEASURE C ROAD REHABILITATION PROJECT  
2016 AND AUTHORIZING ADVERTISEMENT FOR BIDS ON THE  
PROJECT.**

**WHEREAS,** staff has identified streets that should receive a surface treatment utilizing microsurfacing, a unique mixture of asphalt emulsion, cement, water aggregate and additives; and,

**WHEREAS,** maintenance of the Town's critical roads in fair condition is imperative to reducing future construction costs; and,

**WHEREAS,** Council concurred with staff recommendation to proceed with preparation of the subject project at the special February 25, 2016 Town Council meeting.

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

**Section 1.** The design, plans, specifications and estimates for the Measure C Road Rehabilitation Project 2016 described in the Town Council Agenda Summary for this Resolution are hereby approved.

**Section 2.** The Public Works Department is authorized to advertise the Measure C Road Rehabilitation Project 2016.

**Section 3.** The Measure C Road Rehabilitation Project 2016 is exempt from the provisions of the California Environmental Quality Act pursuant to Title 14 California Code of Regulations Section 15301.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 8<sup>th</sup> day of March, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

By: \_\_\_\_\_  
Jody Jones, Mayor

ATTEST:

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



APPROVED AS TO FORM:

---

Dwight L. Moore, Town Attorney



**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: March 8, 2016**

**Agenda No. 6(d)**

**ORIGINATED BY:** Marc Mattox, Public Works Director / Town Engineer  
**REVIEWED BY:** Lauren Gill, Town Manager  
**SUBJECT:** Downtown Paradise Safety Project – Northbound Skyway at Elliott Modification

**COUNCIL ACTION REQUESTED:**

1. Authorize staff to award a contract to Chrisp Company of Woodland, CA to perform striping modifications at the intersection of Skyway at Elliott Road, not to exceed \$7,335.00.
2. Authorize in-house public works staff to make structural changes to the Skyway/Elliott triangle, permitting two northbound lanes to proceed straight through intersection.

**Background:**

On February 9, 2016 staff presented the first annual report for the 2014 Downtown Paradise Safety Project. During this presentation, Council directed staff to bring back an option for Council consideration to open northbound Skyway back to two lanes at Wildwood Lane (Coffee's On).

**Analysis:**

Since completion in 2014, staff has relentlessly monitored conditions along Skyway between Vista Way and Elliott Road. This evaluation includes the success in improving pedestrian safety in the downtown between Pearson Road and Elliott Road in addition to traffic and parking conditions. Coordinated traffic signals are currently operating very well under standard circumstances. However, it is recognized, as it was anticipated, that during peak afternoon commute periods, minor delays and oversaturated conditions are present. Most notably this is due to the intense peak periods for motorists commuting from Chico through Paradise. Congested conditions appear when a desired outcome is achieved – pedestrians using flashing beacons and motorists yielding safely during the peak hours. The slow, steady and controlled speeds of vehicles in the downtown makes this condition a possibility.

Understanding the original objectives of pedestrian safety, motorist safety and downtown revitalization, staff is proposing a minor modification to the completed project. This modification would improve flow of traffic and potentially reduce minor rear-end collisions without sacrificing pedestrian safety.

In short, the proposed alteration would provide two northbound lanes along Skyway from Wildwood Lane through the Elliott Road traffic signal. To complete this effort, underutilized on-street parking would need to be eliminated on the east side of Skyway between Wildwood Lane and Elliott Road and such roadway space would be allocated to a second through lane. All businesses impacted by this change have ample on-site parking.

An external contract for striping removal and replacement effort would be required. In addition, minor modification of the Skyway/Elliott triangle is needed to provide an adequate second northbound travel lane. These efforts could be completed by in-house public works staff for minor materials and equipment rental costs.

A summary of the proposed changes is provided graphically in Exhibit A of this staff report.

Impacts to the proposed changes are expected to be very positive relating to northbound peak commute period. Little to no changes to the signal timing would be implemented up front relating to capacity of the downtown corridor, but in instances where coordinated vehicle platoons are interrupted by pedestrians or other turning movements, the added northbound storage capacity would allow the coordinated system to recover and not impact the following platoon. It is further expected that overall northbound queue lengths will be shorter. This impact may reduce what has been observed as the highest collision concentration in the project, where northbound vehicles have been driving too fast and rear-ending other vehicles waiting or slowly moving in the queue.

The singular operational “cost” to such an alteration is expected to be reverting the eastbound Elliott to northbound Skyway movement from a protected free right back to a yielding movement. During peak periods, this free right movement seems to benefit 3 to 6 motorists per cycle, whereas the modification could potentially benefit hundreds of vehicles per peak hour. It should be expected, while some residents are still learning the operational aspect of the Elliott-to-Skyway free right, reverting back to a yield control may cause a short-term increase in rear-end collisions for motorists who are not abiding by posted traffic control signs. To mitigate this, staff proposes posting temporary flags and cones for two months for adjustments.

Implementation schedule of the recommended changes, pending Town Council authorization, could occur in late March, weather permitting. Public Works staff would be required to complete concrete modifications prior to mobilizing a striping contractor for a single night of work. Media releases and other public outreach methods will be completed to educate the public on the changes. However, it is expected that the opening of this second lane will be a welcomed and easy change to adapt to.

**Financial Impact:**

A striping contractor to complete the scope of work is expected to cost \$7,335.00 while in-house materials and equipment costs are expected to be less than \$3,000 for a total project cost of \$10,335. This project cost will come from budgeted gas tax funds for materials and services.



## Potential Roadway Adjustment

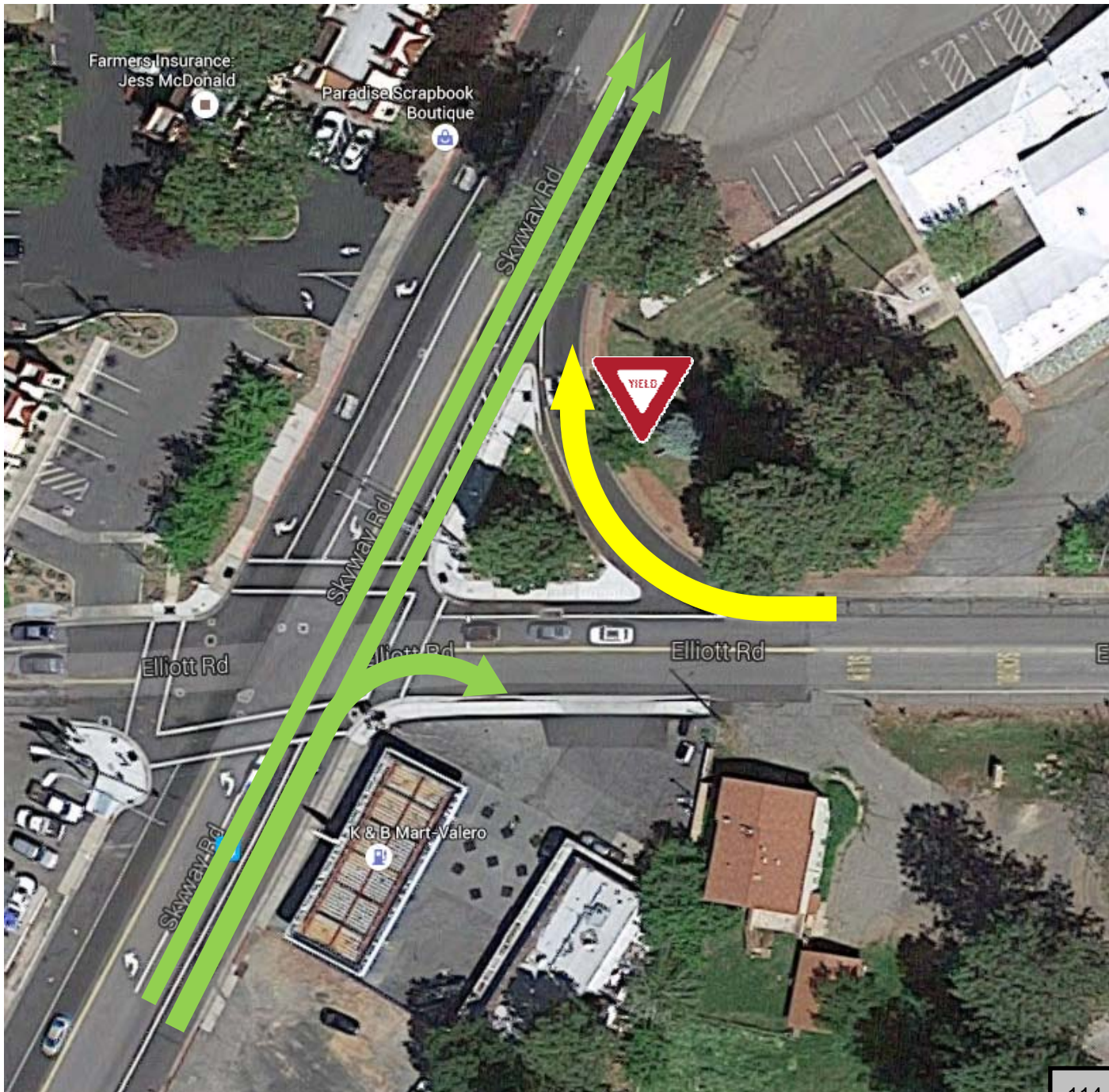
- Open to two northbound lanes after final downtown crosswalk
- Decrease northbound queue lengths leading to Elliott Road
- Decrease peak hour travel time and congestion





Changes at  
Elliott Rd  
Intersection  
BEFORE





Changes at  
Elliott Rd  
Intersection  
AFTER

# Chrisp Company

Woodland Office  
1805 East Beamer Rd.  
Woodland CA 95776  
Phone: (530) 406-2220 Fax: (530) 406-2221

Contractors License No. 374600  
**DIR Registration No. 100000306**  
A General Engineering  
C-13 Fence, Wire, wood  
C-32 Highway Improvement

Union Contractor / No minority Status

## Quotation

TO: For the intended use of the General Contractor

Current Date: 2/26/2016  
BidDate: 2/26/2016  
JobName: MISC SKYWAY STRIPING REMOVE AND REPLACE  
Location: PARADISE Bid#: 30572 0  
Contract#: Job#  
Working Days:  
Liquidated Damages

Phone: ( ) - Fax: ( ) -

Contact:  
email:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	REMOVE EXISTING STRIPING AND MARKINGS, SEAL AT REMOVAL AREA ONLY AND REPLACE STRIPINGAND MARKINGS PER THE ATTACHED DRAWINGS	1	LS	7335.000	\$7,335.00
<b>Subtotal</b>					\$7,335.00
<b>TOTAL</b>					\$7,335.00

Written Authorization is Required Prior to Proceeding With Work

ACCEPTED BY: \_\_\_\_\_ P.O. Number \_\_\_\_\_  
TITLE: \_\_\_\_\_ Job Number \_\_\_\_\_

Bond Rate 1.2 Addendums

This quote includes all stipulations found on page 3

QUOTE PREPARED BY Brandon Chafey  
(510) 719-6452  
bchafey@chrispco.com  
CHRISP COMPANY

## Quotation

# COMMENTS, EXCLUSIONS, AND STIPULATIONS

The following stipulations are hereby incorporated into and made part of the quotation from Chrisp co. dated February 26, 2016 for the following project

## MISC SKYWAY STRIPING REMOVE AND REPLACE

- NO RETENTION TO BE TAKEN ON CONTRACTS LESS THAN \$5,000.00
- 1 Move- In(s) included. Additional Move- Ins \$2,500.00
- Chrisp Company reserves the right to withdraw proposal if written acceptance is not received within 30 days of bid date
- EXCLUDE: Installation or removal of temporary delineation
- Clean, clear and unobstructed access required for Chrisp Co. work
- Final PAY QTYS presented by owner MUST be agreed by Chrisp Co.
- Changeable Message board if required to be provided by General Contractor for Chrisp Co. Use at no Charge to Chrisp Co.
- EXCLUDE: Traffic Control Plan
- EXCLUDE: Removal of Concrete Curing Material prior to PAINT / THERMOPLASTIC / PAVEMENT MARKER application.
- Parking Area is to be Clear of Debris and Parked Vehicles prior to Chrisp Company Arrival.
- EXCLUDE: Red-Lined As-Built Drawings
- Traffic Control INCLUDED for Chrisp Company work ONLY
- After receiving contract 10 working days written notice required prior to scheduling of work
- EXCLUDE: Special Insurance Requirements,(i.e. Railroad Insurance,\_\_\_\_\_)
- EXCLUDE: Construction Area Signs
- This quotation excludes Primary Liability Insurance greater than \$2,000,000.
- This quotation excludes all work associated with the project SWPP and WPCP.
- This quotation excludes installing permanent striping while other operations are in progress on jobsite.
- This quotation excludes performing removal work while other operations are in progress on jobsite.
- This quotation excludes the removal & disposal of hazardous grindings & spoils from jobsite.
- This quotation Excludes furnishing or placing ALL signage for advance posting of ramp closures / detours for our operations.
- EXCLUDE: Encroachment Permit (If required to be provided at No Cost to Chrisp Company)
- EXCLUDE: ALL Safety Training, Badging and Orientation (To be paid at time and material Cal-Trans rates)
- EXCLUDE: Advanced posting of "No Parking" signs
- ALL Bid items shall NOT be adjusted or removed without written / or verbal permission.
- EXCLUDE: Lead Compliance Plan
- Retainage percentage on monthly progress payments to be no greater than the percentage retained by the Owner on its payment to the Contractor. If Owner reduces the retainage percentages on payments to the Contractor, the Contractor shall likewise reduce the retainage percentage on payment to Chrisp Company. Full retention to be released no later than thirty, (30) Days after completion of Chrisp Companys work. Excessive or delinquent retainage will be subject to the highest interest rate allowed by law.



# Chrisp Company

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A General Engineering  
C-13 Fence, Wire, wood  
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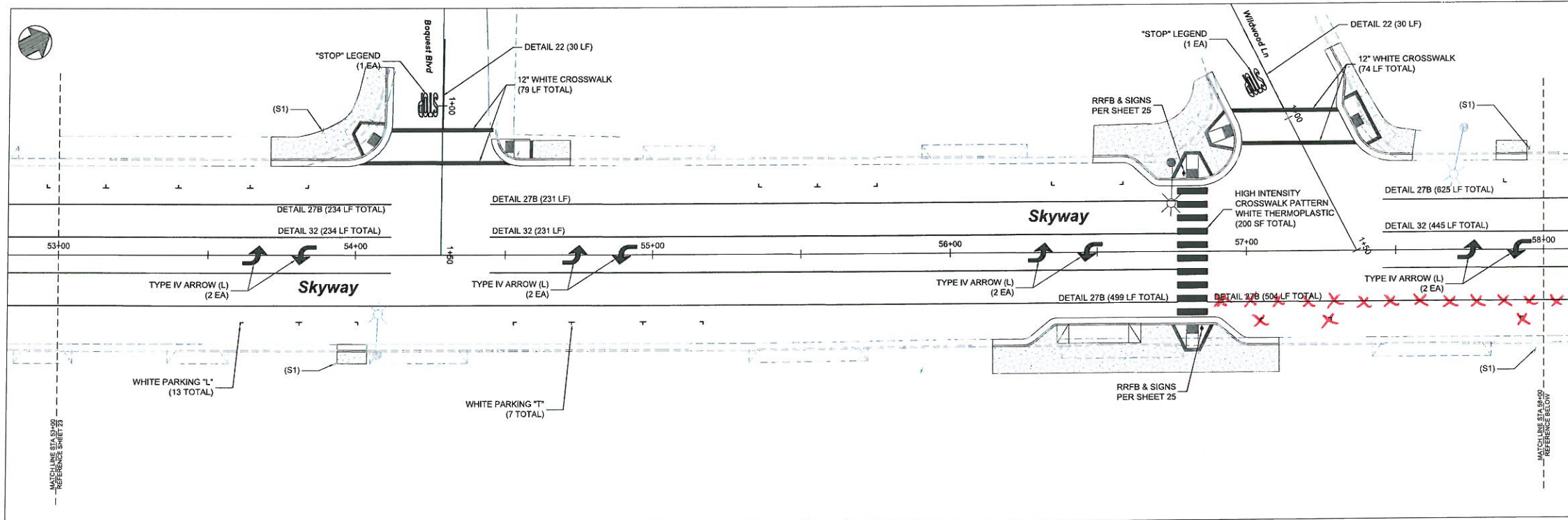
Union Contractor / No minority Status

## Quotation

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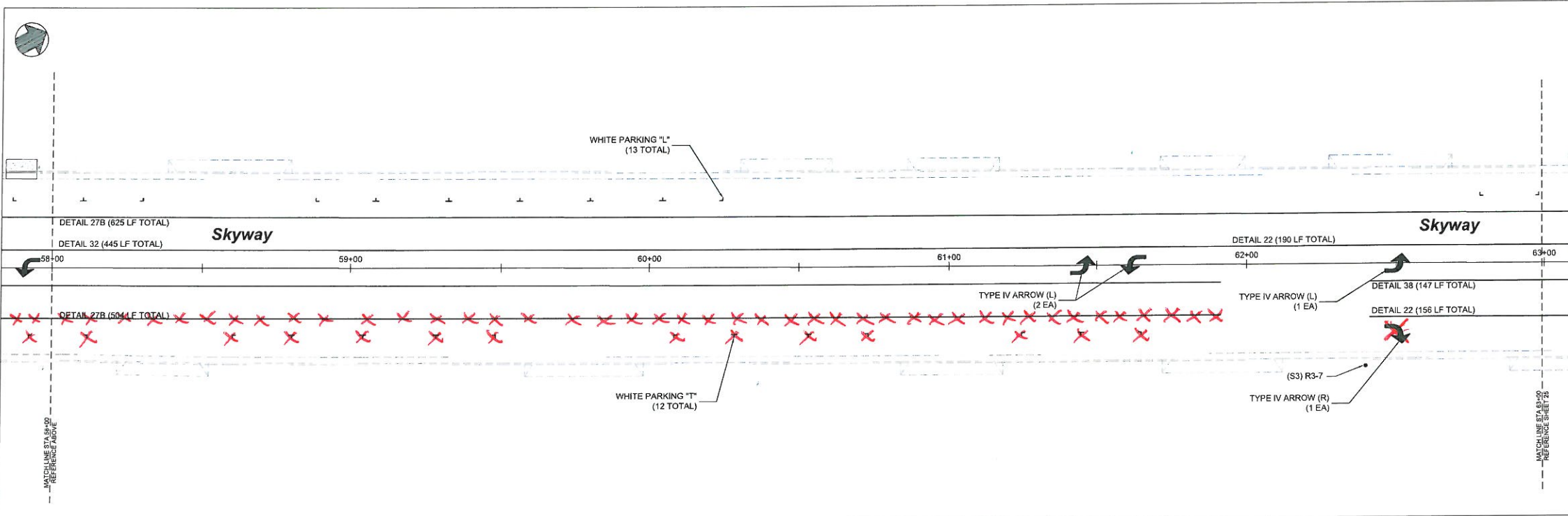
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- **Chrisp Company shall be reimbursed the full amount for bonds upon submission to General Contractor. Retention shall not be held from bond reimbursement.**
- **THIS QUOTATION IS BASED ON A STANDARD MONDAY THROUGH FRIDAY WORK WEEK. ADDITIONAL COSTS WILL OCCUR FOR WORK PERFORMED ON WEEKENDS**
- **CHRISP COMPANY WILL USE EXISTING EMPLOYEE POOL TO PERFORM ALL WORK ON THIS PROJECT. IF THERE ARE ANY HIRING GOALS FOR THIS PROJECT THIS WILL BE EXCLUDED**



**NOTES**

1. REFERENCE SHEETS 5-9 FOR EXISTING STRIPING LAYOUT.
2. ALL SIGN LOCATIONS ARE TO BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. ANY REQUIRED CONCRETE CORING OR SIDEWALK PANEL REPLACEMENT FOR SIGN REMOVAL SHALL BE INCLUDED IN UNIT PRICE FOR CORRESPONDING SIGN POST BID ITEM.
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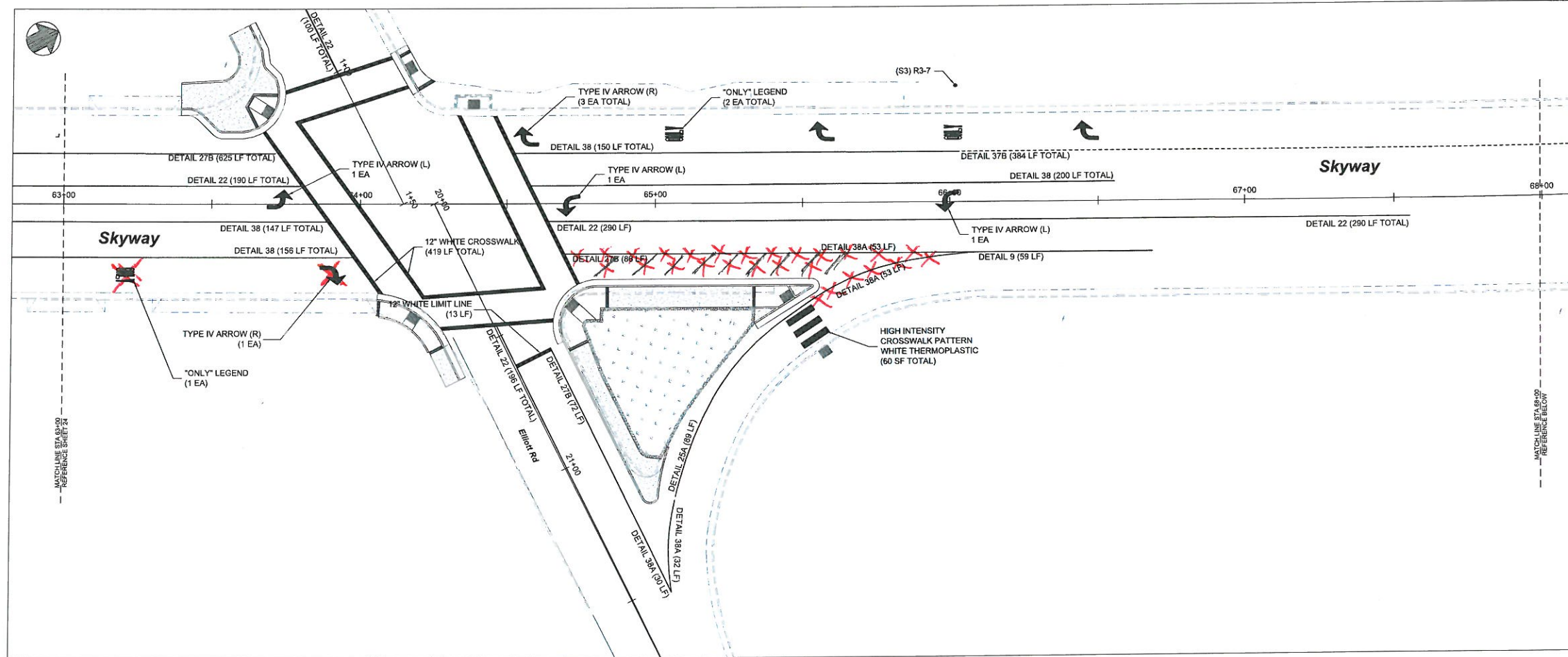
**KEY**

- (S1) SIGN(S) AND POST TO BE REMOVED. DELIVER SIGN TO TOWN OF PARADISE.
- (S2) SIGN(S) TO BE RELOCATED TO NEW POST AS SHOWN.
- (S3) NEW SIGN(S) AND POST TO BE INSTALLED

*Removal  
Sheet 1 of 2*

	<b>Downtown Paradise Safety Project</b> Striping and Signage Plan STA 53+00 to 63+00		Sheet <u>23</u> of <u>25</u> Sheets
	Date of Plans: April 8, 2014 Design By: Marc A. Mattox Reviewed By: NorthStar Eng.		<b>Town of Paradise</b> 5555 Skyway Paradise, CA 95969 (530) 872-6291
	Drawing Number: 13-02		Drawing Scale 1" = 20'



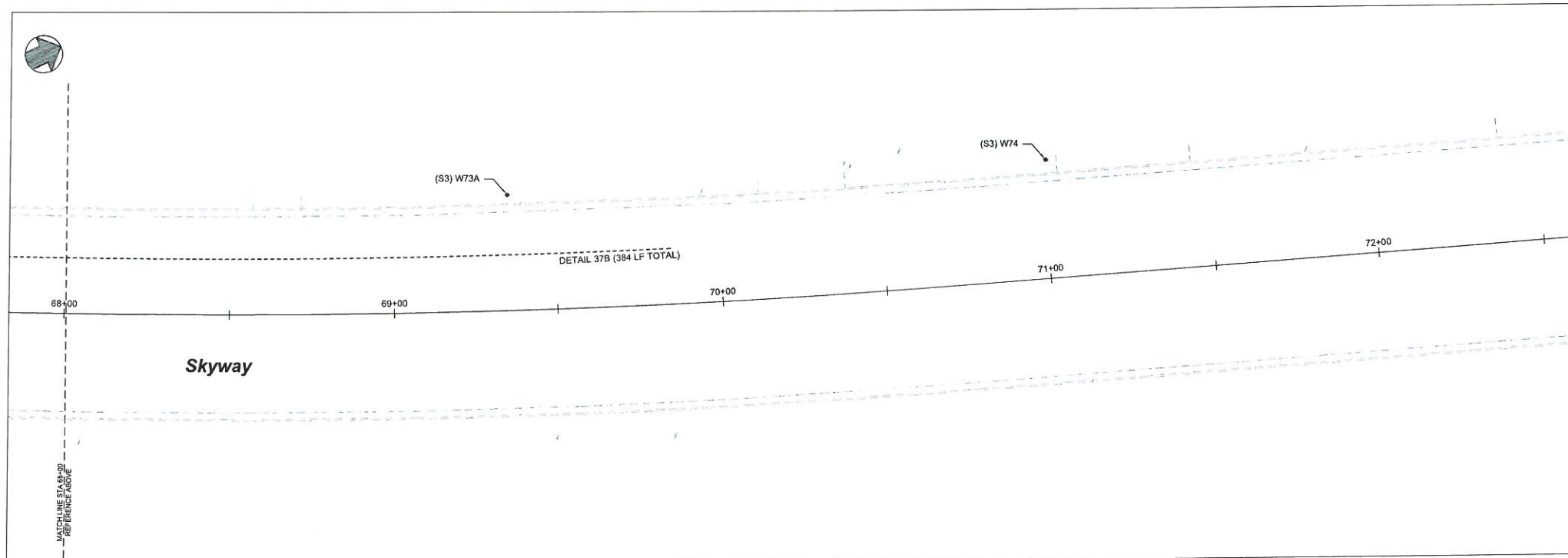


**NOTES**

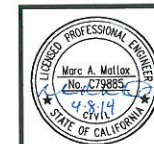
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**KEY**

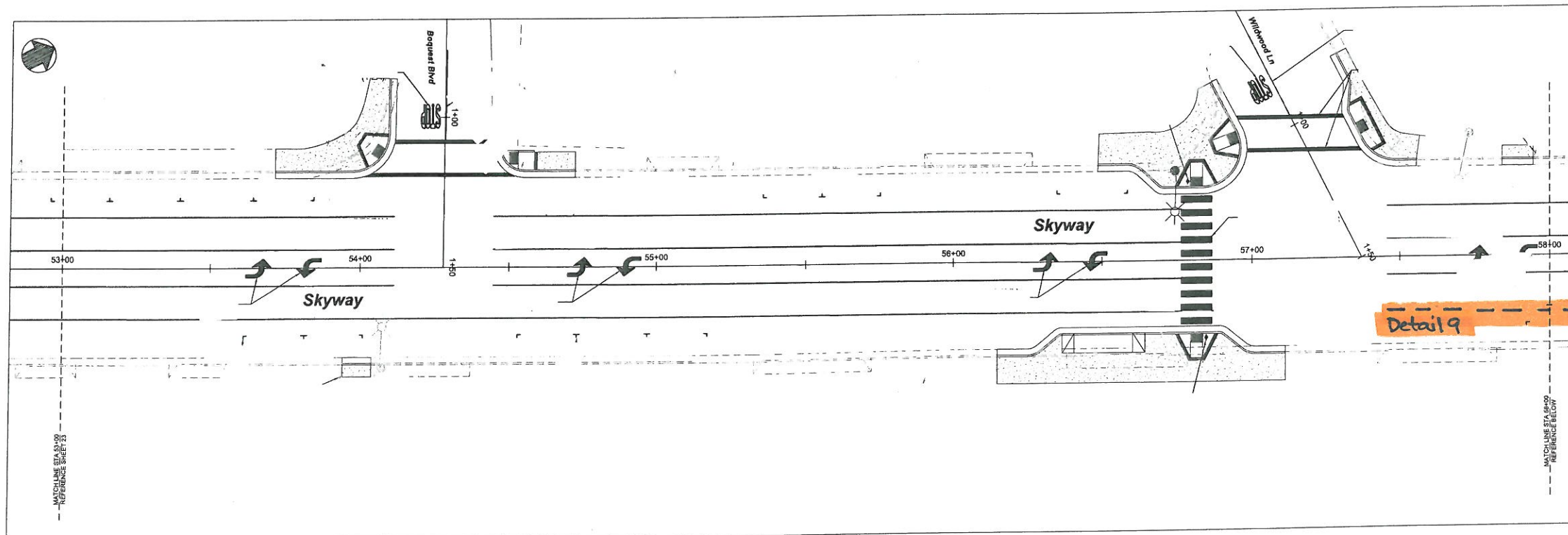
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Removal Sheet  
2 of 2



<b>Downtown Paradise Safety Project</b>		Sheet <u>24</u>
Striping and Signage Plan		of
STA 63+00 to 73+00		<u>25</u> Sheets
Date of Plans: April 8, 2014	Town of Paradise	
Design By: Marc A. Mattox	5555 Skyway	
Reviewed By: NorthStar Eng.	Paradise, CA 95969	
Drawing Number: 13-02	Drawing Scale	(530) 872-6291
	1" = 20'	



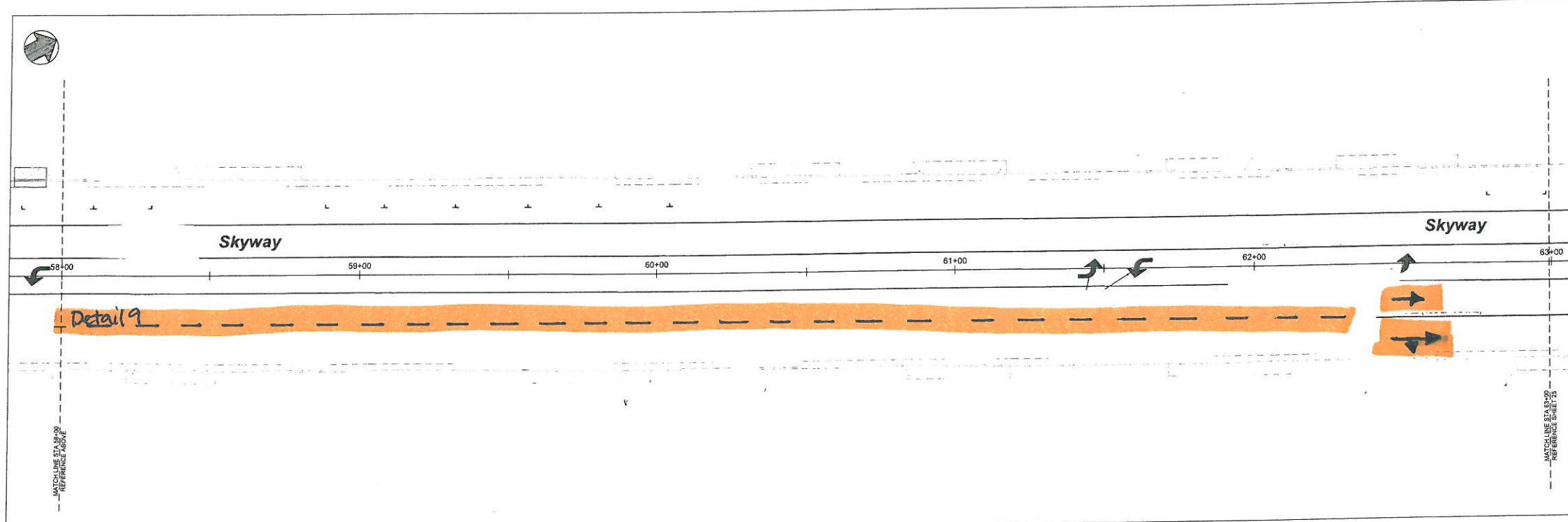
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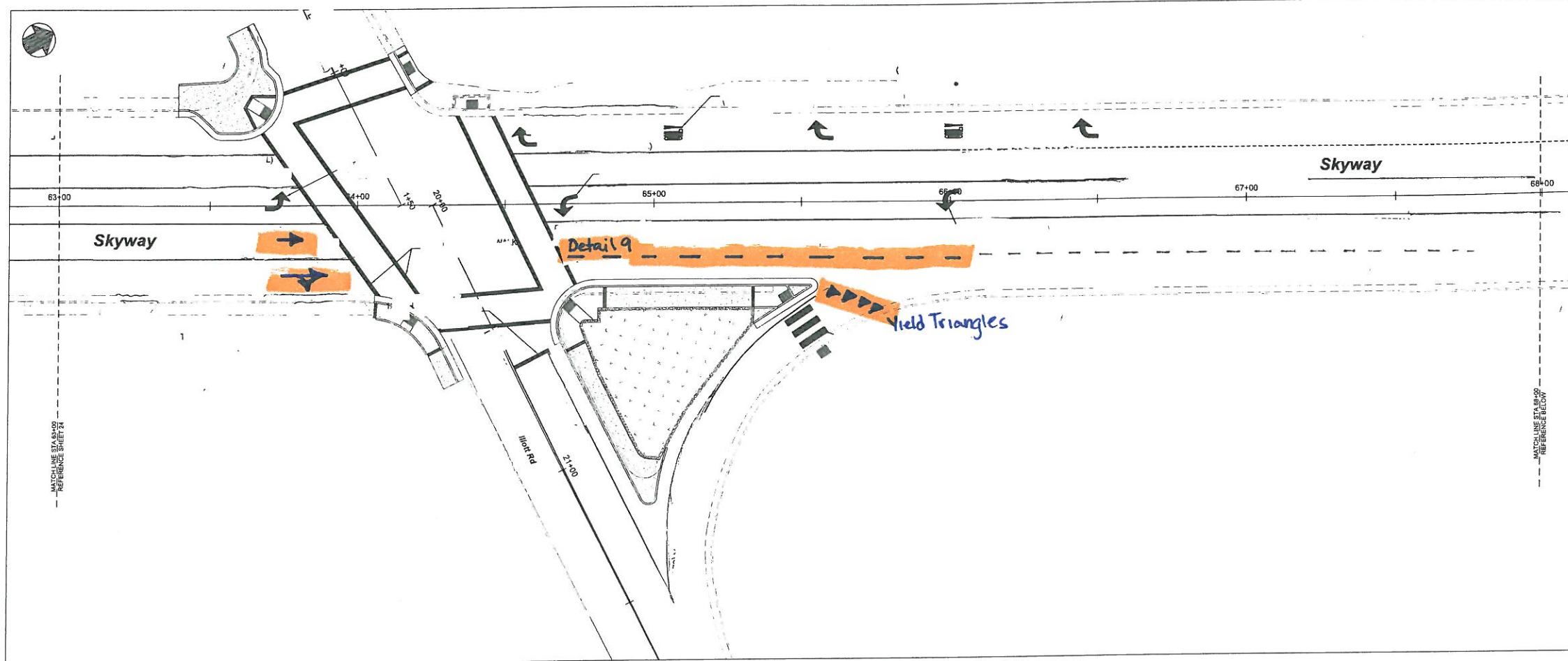
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*New Sheet 1 of 2*



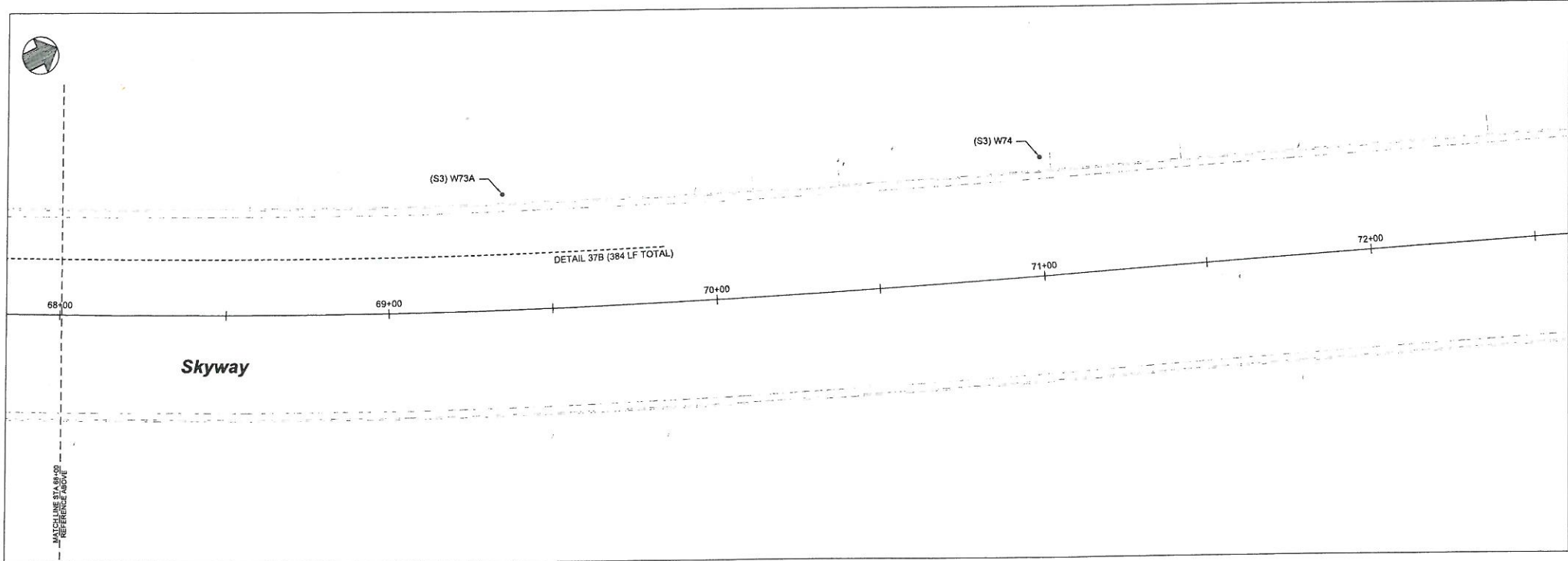
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Striping and Signage Plan		of <b>25</b> Sheets
STA 53+00 to 63+00		
Date of Plans: April 8, 2014	Design By: Marc A. Mattox	Town of Paradise 5555 Skyway Paradise, CA 95969 (530) 872-8291
Reviewed By: NorthStar Eng.	Drawing Scale: 1" = 20'	
Drawing Number: 13-02		





- NOTES**
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*new sheet  
2 of 2*

	<b>Downtown Paradise Safety Project</b> Striping and Signage Plan STA 63+00 to 73+00		Sheet <u>24</u> of <u>25</u> Sheets
	Date of Plans: April 8, 2014		<b>Town of Paradise</b> 5555 Skyway Paradise, CA 95969 (530) 872-6291
	Design By: Marc A. Mattox		
	Reviewed By: NorthStar Eng.	Drawing Scale 1" = 20'	
Drawing Number: 13-42			



**Town of Paradise  
Council Agenda Summary  
Date: March 8, 2016**

**Agenda Item: 6e**

**Originated by:** Colette Curtis, Administrative Analyst  
**Reviewed by:** Lauren Gill, Town Manager  
**Subject:** **CDBG Small Business Assistance Program**

---

**Council Action Requested:**

1. Consider authorizing the reinstatement of the the Small Business Assistance Program to offer loans and grants to small businesses for start up and expansion.

**Background:**

The Town of Paradise has offered business assistance in the past in the form of grants and loans through the Redevelopment Agency (RDA). With the dissolution of the RDA and the recession, the Town moved away from offering business assistance and budgeted our Community Development Block Grant (CDBG) funding towards housing assistance. Now that the economy has begun to rebound the Town is seeing more business start up and expansion activity. and the need for low cost loans and grants for low income business owners has increased.

**Discussion:**

After researching other city programs, staff has drafted some initial guidelines based on the CDBG guidelines for microenterprise assistance. The purpose of the Small Business Assistance Program is to provide critical capital needs to businesses that will create and/or retain jobs, assist low and moderate income business owners, and further the Town's economic development goals.

CDBG funds will be used to provide loans and grants to low and moderate income micro-enterprise business owners for projects related to the startup or expansion of their business within the Town of Paradise. Loans up to \$75,000 will be available. Half loan/half grant programs will be available for property rehabilitation and construction projects. Loan applications will be evaluated by a Loan Committee which will oversee funding decisions.

Per CDBG requirements, a micro-business must have five employees or less (including the owner) to be eligible for assistance and the owner must be "low or moderate income". CDBG defines "low or moderate income" as an individual whose income is less than 80% of the median income for the area. The 2015 income limits for the Town of Paradise are below:

**Number of Persons in Household**

<b>Income Category</b>	1	2	3	4	5	6	7	8
<b>80% Limit</b>	\$31,850	\$36,400	\$40,950	\$45,500	\$49,150	\$52,800	\$56,450	\$60,100

Eligible projects include:

- Construction
- Rehabilitation
- Wastewater Solutions
- Working Capital
- Inventory
- Equipment

The Town will comply with Davis-Bacon wage compliance and other federal labor laws and regulations which are applicable to construction contracts over \$2,000.

The proposed budget for the program in its first year 2016-17 is as follows:

2013 Business Assistance	\$40,000
2016/17 Business Assistance	\$40,000
Loan Repayment Fund	\$73,000
<b>Total</b>	<b>\$153,000</b>

**Fiscal Impact Analysis:**

The impact of this program would be within the budget of the Community Development Block Grant. There is no impact to the General Fund. Portions of the loans will be paid back and the payments will be deposited into the loan repayment fund to be used for future loans/grants.



**TOWN OF PARADISE**  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291

## Small Business Assistance Program Guidelines

### **Purpose**

The Town of Paradise is offering financial assistance to small business owners who plan to start or expand a business in Paradise. The purpose of the Small Business Assistance Program is to encourage private commercial investment in the Town through a combination of loans and grants. These investments will be made to help revitalize the commercial areas of Paradise and provide jobs and services to local residents.

### **Goals**

The overall goals of the program are as follows:

1. To attract and retain businesses in Paradise that will help to spur further private investment and reinvestment.
2. To stabilize and improve current business, housing and job market climate within Paradise.
3. To increase the availability of goods and services in Paradise by utilizing vacant commercial buildings and storefronts.
4. To create a quality of life that is appealing to residents, property owners, investors and visitors alike.

### **Program Funding**

Funding for the Small Business Assistance Program comes from the Community Development Block Grant from the U.S. Department of Housing and Urban Development (HUD). The Town of Paradise has been a HUD entitlement city since 1994. HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

### **Financial Assistance**

The Small Business Assistance Program provides low interest rate loans of up to \$75,000 for the following approved categories:

- Construction or rehabilitation of property
- Wastewater Solutions
- Working capital for the operation/management of the business
- Purchase of equipment
- Inventory

Construction or rehabilitation projects will be eligible for a half loan / half grant program.





**TOWN OF PARADISE**  
 5555 Skyway  
 Paradise, CA 95969  
 (530) 872-6291

**Loan Terms**

Financial assistance will be in the form of a loan, or in the case of construction or rehabilitation a loan/grant combination. The term of the loan will be 10 years, or until the business is transferred or sold. Under this program, the entire loan is due and payable when the business is transferred or sold. Interest will be computed as simple interest on the unpaid balance of the principal amount. This computation will be at the annual rate of 3%.

**Program Requirements**

Applications will be reviewed on a first-come, first served basis. Funding will only be awarded to those projects that best meet the program’s goals and objectives.

Per CDBG requirements, eligible businesses must have five employees or less (including the owner) and the owner must be “low or moderate income”. CDBG defines “low or moderate income” as an individual whose income is less than 80% of the median income for the area. The 2015 income limits for the Town of Paradise are below:

	<b>Number of Persons in Household</b>							
<b>Income Category</b>	1	2	3	4	5	6	7	8
<b>80% Limit</b>	\$31,850	\$36,400	\$40,950	\$45,500	\$49,150	\$52,800	\$56,450	\$60,100

Income eligibility and number of employees are documented at the time of assistance.

**Owner Responsibilities**

It shall be the business owner’s responsibility to apply for, and obtain any local, State or Federal approvals and, or permits for the proposed business including:

- Building Department
- Health
- Planning and Zoning
- Fire
- Historic
- Environmental
- Alcohol Control Board
- State Department of Revenue
- Any other applicable approvals or permits required for the business

**Transfer of Business/Sale of Property**

In the event that the property and, or business is sold or conveyed prior to the end of the loan term, the balance will become due at the point of sale or transfer.



**TOWN OF PARADISE**  
5555 Skyway  
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### **Evaluation Criteria**

The Town shall use Part 570, Appendix A of the Guidelines and Objectives for Evaluating Project Costs and Financial Requirements issued by the Department of Housing and Urban Development. The Town's current Loan Review Committee will review applications and make funding decisions based on eligibility and whether the applicant meets the goals and objectives of the program.

### **Non-Discrimination**

The Program is administered in accordance with the Town's commitment to nondiscrimination and applicable Federal and State Regulations. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with state/federal funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

### **Conflict of Interest Requirements**

When the Sponsor's program contains Federal funds, the following shall be addressed: in accordance with title 24, Section 570.611 of the Code of Federal Regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision-making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the Program shall directly or indirectly be eligible for this Program. This ineligibility shall continue for one year after an individual's relationship with the Sponsor ends. Exceptions to this policy can be made only after B2 A3 7 public disclosure and an opinion of the local government's attorney stating that such interest for which the exception is sought would not violate State or local law.

### **Labor Standards**

The Town shall comply with the Davis-Bacon wage compliance and other federal labor laws and regulations which are applicable to construction contracts over \$2,000.

# APPLICATION

Town of Paradise  
Small Business Assistance Program

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
Tel: 530-872-6291  
Fax: 530-872-5914



Applicant Name:		Co-Applicant Name:	
Social Security No.	DOB	Social Security No.	DOB
Address:		Co-Applicant Address:	
Prior Address (if less than two years at address above):		Co-Applicant Prior Address (if less than two years at address above):	
Home Phone No.	Applicant Cell Phone No.	Co-applicant Home Phone No.	Co-applicant Cell Phone No.
E-Mail Address:		Co-Applicant E-Mail Address:	
Employer Name and Address	Occupation	Employer Name and Address	Occupation
Number of Years employed	Business Phone	Number of Years employed	Business Phone
Is applicant a citizen of the United States? If no, please explain. <input type="checkbox"/> yes <input type="checkbox"/> no		Is co-applicant a citizen of the United States? If no, please explain. <input type="checkbox"/> yes <input type="checkbox"/> no	
Marital status: <input type="checkbox"/> married <input type="checkbox"/> separated		<input type="checkbox"/> unmarried (includes single, divorced and widowed)	

### HOUSEHOLD INFORMATION – Please list all household members

Name of <u>ALL</u> Household Members	Female Head of Household (Y/N)	Age	Relationship to Applicant	Sex (M/F)	Disabled (Y/N)	Race (See Key Below)	Hispanic or Latino (Y/N)

Race Key: 1) American Indian or Alaska Native, 2) Asian, 3) Black or African American, 4) Native Hawaiian/Other Pacific Islander, 5) White, 6) Other

\* The Town of Paradise desires to ensure equal treatment to all housing applicants, including women, minority and handicapped applicants. The following questions are designed to aid in that purpose and are requested only to help the Town maintain an equal opportunity system. They will not be used as consideration for eligibility for housing assistance.

CURRENT MONTHLY INCOME	AMOUNT
Applicant's Income	\$ PER MONTH
Spouse/Co-applicant Income	\$ PER MONTH
Pensions, Annuities, Social Security, etc.	\$ PER MONTH
Other Income Source	\$ PER MONTH
Other Income Source	\$ PER MONTH
<b>TOTAL</b>	\$ PER MONTH

CURRENT MONTHLY HOUSING EXPENSES	AMOUNT
Mortgage Payments	\$
Fire Insurance	\$
Property Taxes	\$
Maintenance	\$
Utilities	\$
Other	\$
<b>TOTAL</b>	\$

ASSETS		
BELONGINGS	VALUE	DESCRIPTION
Automobile	\$	
Automobile	\$	
Household goods/furniture	\$	
Bonds & investments	\$	
Life Insurance	\$	Do you have whole or term? _____ If whole, amount of cash value _____
Other	\$	Have you disposed of any assets in the previous 24 months? Y or N. If yes, please provide asset and amount asset sold for _____
<b>TOTAL</b>	<b>\$</b>	

DEBT				
TYPE OF LOAN	COMPANY AND ADDRESS	ACCOUNT #	BALANCE	MONTHLY PAYMENT
Auto (Make/Year)			\$	\$
Auto (Make/Year)			\$	\$
Credit Card			\$	\$
Credit Card			\$	\$
Credit Card			\$	\$
Personal Loan			\$	\$
Other			\$	\$
Other			\$	\$
<b>TOTAL</b>			<b>\$</b>	<b>\$</b>

BANKING			
TYPE OF ACCOUNT (Circle one for each)	BANK/LOCATION	ACCOUNT #	BALANCE
Checking / Savings / Other: _____			\$
Checking / Savings / Other: _____			\$
Checking / Savings / Other: _____			
Checking / Savings / Other: _____			\$
Checking / Savings / Other: _____			\$
Checking / Savings / Other: _____			

I (we) hereby affirm that the foregoing information contained in this financial statement is presented for the purpose of obtaining credit as of the date indicated and is true, complete and correct. I understand the Town of Paradise Small Business Assistance Program is relying on this statement of my financial condition in making loan(s) to me. The Town of Paradise is authorized to make any investigation of my credit or employment status either directly or through any agency employed by the Town of Paradise for that purpose. The Town of Paradise may disclose to any other interested parties the results of such investigation(s) and/or Town's experience with this account. I agree to inform the Town immediately of any matter which will cause any significant change in my financial condition. I understand that the Town will retain this financial statement whether or not credit is granted.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant's Signature

\_\_\_\_\_  
Date

**ACTION ALERT!!**

**SB 876 (Liu). Enforcement of Local Ordinances  
AMENDED 2/22/16**

**OPPOSE**

**Background for SB 876 (Liu):**

This measure would preempt local authority to address important issues affecting public health and safety in public spaces and on private property that is held open to the public, including not limited to, plazas, courtyards, parking lots, sidewalks, public transportation facilities, public buildings, shopping centers and parks. In such areas, homeless individuals would be empowered to occupy such spaces, including with tents and other shelter, while reducing access to other members of the public.

Despite this bill being well-intended, SB 876 (Liu) would not solve the challenges of homelessness in our state and within our communities. The bill contains no solutions for homelessness. It offers no new programs, no funding for housing, and no effort to improve services. In fact, the bill on page 3, line 16, specifically states, "Passing this Act will not reduce homelessness." The recent amendments offered in the bill still remove local authority to enforce ordinances and could exacerbate the problem.

Local agencies must continue to be able to protect the public, health, safety and welfare of their communities.

This measure will not make a positive impact in the effort to address chronic homelessness.

- **WE SUPPORT ALTERNATIVE LEGISLATION:** *While we oppose this measure's approach, the League is committed to supporting efforts across the state and in our communities that address the homeless issue in a constructive manner. We are encouraged by Senator de León's recent "No Place Like Home" proposal that will provide much needed funding for housing for the mentally ill homeless, and augmentations to existing shelter resources.*
- In 2016 the League is engaged in many efforts to respond to the challenge of housing affordability and addressing chronic homelessness:  
<http://www.cacities.org/Top/News/News-Articles/2016/February/League-Adopts-Housing-Affordability-as-a-Strategic>

**ACTION:**

SB 876 is expected to be scheduled to be heard in Senate Transportation and Housing Committee in the coming weeks.

- 1) If you have a Senator on either of these committees, please **CALL your Senator as soon as possible** and urge their opposition to this measure.
- 2) Please **send a letter of CITY OPPOSITION** to your Senator. Sample letter is attached or you may use the [League's Action Center](#) to submit a letter online.

SENATE TRANSPORTATION AND HOUSING MEMBERS			
Member	District	Room	Phone
<a href="#">Allen, Ben</a>	26	2054	916 651 4026
<a href="#">Bates, Patricia</a>	36	4048	916 651 4036

<u>Beall, Jim</u> (Chair)	15	5066	916 651 4015
<u>Cannella, Anthony</u> (Vice Chair)	12	5082	916 651 4012
<u>Gaines, Ted</u>	1	3070	916 651 4001
<u>Galgiani, Cathleen</u>	5	2059	916 651 4005
<u>Leyva, Connie</u>	20	4061	916 651 4020
<u>McGuire, Mike</u>	2	5064	916 651 4002
<u>Mendoza, Tony</u>	32	5061	916 651 4032
<u>Roth, Richard</u>	31	4034	916 651 4031
<u>Wieckowski, Bob</u>	10	3086	916 651 4010

**Talking Points:**

- Removing local control to address issues associated with the homeless is the wrong approach. It will make things more difficult in my community and does absolutely nothing to help people get off the streets.
- The key to getting people off of the streets is to provide more shelter. We need resources: permanent housing beds and accompanying social services such as mental health treatment, job training, addiction counseling, etc. Cities and other local agencies need more funding and flexibility to provide these proven programs. Additionally, these services should be provided as a coordinated effort. Removing local enforcement authority as proposed in SB 876 will do nothing to help the problem, and would actually undermine existing efforts.
- As an alternative, the Senate should support Senator De Leon’s proposal and other options that provide us something constructive to work with.
- Removing local authority would also remove incentives for some chronically homeless to take advantage of existing resources and services being offered. For example, some local jurisdictions host legal clinics where homeless clinic participants can have citations and related fines removed from their records in exchange for community service and for taking advantage of housing and other services.
- (Give Examples of things your city is doing) Many cities and counties are finding solutions to combating homelessness; examples consist of building and developing permanent supportive housing, working with counties and non-profits, or offering an information center consisting of difference services that can assist in a variety of ways. Pilot programs have been initiated in northern California that have evidence showing how successful having permanent housing as an option can be for helping the homeless end living on the streets.

**DATE**

The Honorable Senator Carol Liu  
California State Senate  
State Capitol, Room 5097  
Sacramento, CA 95814  
FAX: (916) 651-4925

**RE: SB 876 (Liu) Enforcement of Local Ordinances  
Notice of OPPOSITION, as Amended 2/22/16**

Dear Senator Liu:

On behalf of the City/Town of \_\_\_\_\_ I regret to inform you of our opposition of Senate Bill 876 (Liu).

This measure is preempting local authority to address important issues affecting public health and safety in public spaces and on private property that is held open to the public, including not limited to, plazas, courtyards, parking lots, sidewalks, public transportation facilities, public buildings, shopping centers and parks. We recognize that this measure is well intentioned; however, local agencies must continue to be able to protect the public, health, safety and welfare of their communities. Moreover, we do not believe this measure will make a positive impact in the effort to address chronic homelessness.

Removing local enforcement authority as you propose in SB 876 will do nothing to help the problem, and would actually undermine existing efforts. SB 876 contains no solutions for ending homelessness. In fact, the bill on page 3, line 16, specifically states, "Passing this Act will not reduce homelessness." The amendments offered in the bill still remove local authority to enforce ordinances and could exacerbate the problem by removing incentives for some to take advantage of existing resources and services being offered.

The key to getting people off of the streets is to provide more shelter. We need resources: permanent housing beds and accompanying social services such as mental health treatment, job training, addiction counseling, etc. Cities and other local agencies need more funding and flexibility to provide these proven programs.

**[INSERT YOUR COMMUNITY'S EFFORTS IN SOLVING HOMELESSNESS ]**

Once again, the City/Town of \_\_\_\_\_ regrets to inform you of our opposition to SB 876.

Sincerely,

**NAME**

**TITLE**

**CITY/TOWN of \_\_\_\_\_**

cc: **Your Senator & Assembly Member**

Alison Dinmore, Consultant, Senate Committee on Transportation and Housing, fax: (916) 445-2209

Doug Yoakam, Housing Consultant, Senate Republican Caucus, fax: (916) 414-3681

**Your League Regional Public Affairs Manager (via email)**

Meg Desmond, League of California Cities, [mdesmond@cacities.org](mailto:mdesmond@cacities.org)