



# Town of Paradise Town Council Meeting Agenda 6:00 PM – April 12, 2022

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

Mayor, Steve Crowder  
Vice Mayor, Greg Bolin  
Council Member, Steve “Woody” Culleton  
Council Member, Jody Jones  
Council Member, Rose Tryon

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

### Meeting Procedures

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

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

## 1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
  
- 1e. Proclamation recognizing Senator Dianne Feinstein, Senator Alex Padilla and Congressman Doug LaMalfa for their assistance in securing funding to benefit the Paradise Police Department.
- 1f. Proclamation recognizing Jake Early for creating the new seal representing the Town of Paradise.
  
- 1g. Camp Fire Recovery Updates - Written reports are included in the agenda packet.
  - p6 Colette Curtis, Recovery and Economic Development Director - Recovery Projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations.
  - p9 Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update.
  - p13 Tony Lindsey, CDD-Building and Code Enforcement Update.

## 2. CONSENT CALENDAR

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

- 2a. p18 Approve minutes of the March 8, 2022 Special and Regular Town Council meetings.
- 2b. p27 Approve March 2022 Cash Disbursements in the amount of \$3,262,687.15
- 2c. p35 Waive second reading of the entire Town Ordinance No. 615 and approve reading by title only; and, Adopt Town Ordinance No. 615, "An Ordinance Adding Section 9.70 to the Paradise Municipal Code Relating to Military Equipment Use."
- 2d. p44 1. Concur with staff's recommendation of Northstar and Rolls Anderson Rolls to perform On Call Surveying Services for the Town's survey needs to support Public Works and Development services; and, 2. Approve the attached Professional Services Agreement with Northstar Engineering and Rolls Anderson Rolls and authorize the Town Manager to execute a two-year contract, with three one-year optional extensions.
- 2e. p65 Approve the following Program Supplement Agreements for Emergency Relief projects to Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15:
  - PSA No. F028 for Project ER-38Y0(014) Emergency Opening Guardrail Repair
  - PSA No. F029 for Project ER-38Y0(015) Emergency Opening Culvert Repair; and,

1. Adopt Resolution No. 2022-17, A Resolution of the Town Council of the Town of Paradise authorizing the Town Manager, or designee, to sign the above listed Program Supplement Agreement to Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15.
- 2f. p85 Authorize the Town Manager to enter into a three-year agreement for financial audit services with Richardson & Company, LLP.
- 2g. p132 Adopt Town of Paradise Resolution No. 2022-18, "Resolution of the Town Council of the Town of Paradise requesting extension of the Vehicle Abatement Program and associated fees and authorizing continued participation in a Service Authority for Abandoned Vehicle Abatement pursuant to California Vehicle Code section 9250.7 and 22710."
- 2h. p136 Consider adopting Resolution No.22-19, A Resolution of the Town Council of the Town of Paradise approving the plans and specifications for the Off-System Culvert Replacement Project and authorizing advertisement for bids on the project.
- 2i. p140 Adopt Resolution No. 2022-20, A Resolution of the Town Council of the Town of Paradise accepting Contract No. 9380.CON, Ponderosa Elementary Safe Routes to School Project, performed by All-American Construction, Inc., Live Oak, CA.
- 2j. p143 Adopt Resolution No. 2022-21, A Resolution of the Town Council of the Town of Paradise authorizing a permanent easement at 6225 and 6295 Skyway to Pacific Gas and Electric Company.

### **3. ITEMS REMOVED FROM CONSENT CALENDAR**

### **4. PUBLIC COMMUNICATION**

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

### **5. PUBLIC HEARINGS**

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

#### **Public Hearing Procedure:**

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

- 5a. p144 Conduct the second public hearing to solicit comments and/or suggestions regarding the Draft 2022-2023 Annual Action Plan; and, 1. Adopt the Draft 2022-2023 Annual Action Plan as submitted; or, 2. Revise the Draft 2022-2023 Annual Action Plan as submitted; and, 3. Authorize staff to submit the adopted 2022-2023 Annual Action Plan to the U.S.

Department of Housing and Urban Development should no public comment be received. (ROLL CALL VOTE)

- 5b. p181 Conduct the duly noticed and scheduled public hearing and 1. Concur with the project “CEQA determination” finding presented and considered by the Planning Commission on March 15, 2022, and embodied within Planning Commission Resolution No. 2022-01; and, 2. Concur with the project recommended adoption and zoning ordinance amendment adopted by the Planning Commission on March 15, 2022, and embodied within Planning Commission Resolution No. 2022-01; and, 3. Adopt Town of Paradise Resolution No. 2022-\_\_\_\_, “A Resolution of the Town Council of the Town of Paradise Adopting Updated Design Standards for the Downtown and Clark Road/Community Commercial Development Areas of the 2010 Design Standards and Rescinding the Greater RDA Project Area Design District Standards”, and, 4. Consider waiving the first reading of Town Ordinance No. \_\_\_\_ and read by title only; and, 5. Introduce Town of Paradise Ordinance No. \_\_\_\_, “An Ordinance Amending Text Regulations with Paradise Municipal Code Chapter 17.41 [Design Standards and Design Review] Relative to Updated Adoption Dates”; or, 6. Direct staff to make further changes to the Design Standards. (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. p349 Consider discussion and adopting Resolution No. 2022-\_\_\_\_, a Resolution of The Town Council of The Town of Paradise Making Findings Concerning Sole Vendor For The Purchase of Body Worn Cameras, Vehicle Cameras, and Data Management Products and Services from Bodyworn, by Utility Associates, Inc. Body Worn Cameras, Vehicle Cameras, and Data Management Products and Services from Bodyworn, by Utility Associates, Inc. Pursuant To Paradise Municipal Code Sections 2.45.070B, 245.070C, and 245.070G. (ROLL CALL VOTE)
- 6b. p371 Consider discussion and authorizing the Town Manager to enter into a contract with CDX Wireless for Project Management of the Town’s two-way radio system restoration. (ROLL CALL VOTE)
- 6c. p387 Consider authorizing the Police Department to purchase three (3) 2022 or 2023 Chevrolet Tahoe PPV vehicles under California State Contract pricing through Elk Grove Auto / Winner Chevrolet; and, Authorizing the Police Department to purchase required upfit and emergency equipment from Lehr, under the existing, publicly bid, Placer County contract with Lehr Auto, to upfit the Tahoes into two (2) Patrol vehicles and one (1) K9 Patrol vehicle. (ROLL CALL VOTE)
- 6d. p389 Adopt Town of Paradise Resolution No. 2022-\_\_\_\_, “A Resolution of the Town Council of the Town of Paradise Adopting CEQA Findings, Adopting the Town of Paradise’s Statement of Overriding Considerations, and Thereafter Approving Its Vehicle Miles Traveled Policies”, or Provide alternative direction to town staff. (ROLL CALL VOTE)

- 6e. p401 Consider concurring with staff recommendation to award communication services contract to Blue Flamingo Marketing; and, Authorizing the Town Manager to execute a 3-year contract with Blue Flamingo Marketing. (ROLL CALL VOTE)
- 6f. p434 Upon conclusion of public discussion of an Ordinance amending Section 8.58.080 of the Paradise Municipal Code relating to Defensible Space and Hazardous Fuel Management, adopt either the recommended action or an alternative action: and, 1. Consider waiving the first reading of Town Ordinance No. \_\_\_\_\_ and read by title only; and, 2. Introduce Town Ordinance No. \_\_\_\_\_. "An Ordinance Amending Paradise Municipal Code Section 8.58.060 Relating to Defensible Space and Hazardous Fuel Management"; or, 3. Adopt an alternative directive to Town staff. (ROLL CALL VOTE)
- 6g. p439 Consider discussion of the Draft Principals Agreement between the Town of Paradise and City of Chico developed by the Sewer Regionalization Project Advisory Committee and provide comments from the Town Council. (ROLL CALL VOTE)

**7. COUNCIL INITIATED ITEMS AND REPORTS**

- 7a. Council initiated agenda items
  - 7a1. Consider discussing road construction projects in Town and requesting identifying plaques for the contractors and putting construction maps on social media so citizens can see where road construction is in Town. (CULLETON)
  - 7a2. Discuss changes to Ordinance 612 regarding citations issued to property owners instead of violators living on the property. (CULLETON)
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

**8. STAFF COMMUNICATION**

- Town Manager Report
  - Community Development Director Report

**9. CLOSED SESSION - None**

**10. ADJOURNMENT**

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



**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12, 2022**

**Agenda Item: 1(g)**

**ORIGINATED BY:** Colette Curtis, Recovery and Economic Development Director  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** Monthly Recovery Update  
**LONG TERM RECOVERY PLAN:** Yes

**COUNCIL ACTION REQUESTED:**

- 1. None

**Background:**

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

**Analysis:**

ECONOMIC DEVELOPMENT

Business Retention and Attraction

- Paradise Brew Werks is making progress towards opening at a location at Skyway and Wagstaff.
- Big Lots is still moving forward in the old Rite Aid building. The Town expects to receive permit applications very soon.
- The Town is working with the property owners to continue filling available spaces.

New Make it Paradise Website

The Make it Paradise website has been updated to function as the Town’s economic development center. The website will be a hub for business information, with demographic data, infrastructure project information and resources for businesses looking to open or reopen in Paradise.

Non-residential market study through the Transportation Master Plan

- The final draft of the report was accepted by Council during the March meeting.
- Information from this study is already being utilized for business attraction and retention.
- EPS is also working on a development opportunity site map to be delivered by summer 2022.

Design Standards through the Transportation Master Plan

- Draft Design Standards are being presented tonight under item 5b.

## RECOVERY

### Abatement Update:

- 11 property owners enrolled in the private program and have not removed their hazardous trees. (-1 from March Council Report)
- 153 property owners who have not removed their hazardous trees. (-22 from March Council Report)
- There are currently 164 properties at risk for abatement. This is down from 1500 in July 2020 and 850 in January of 2021.
- We completed tree removal on the one property approved for abatement at March Town Council meeting.

### Early Warning System

- Town required environmental process CEQA was completed in January 2022.
- Working with CalOES on final details of tribal monitoring requirements before approval.
- All other Town required action items are complete.
- We recently met with FEMA and CalOES leadership and they were working on the final stages of paperwork for approval of the EWS. We anticipate approval and a construction RFP being posted this spring.

### Residential Ignition Resistant Retrofit Program

- Town required environmental process (CEQA) was completed in January 2022.
- Undergoing Federal Environmental Review. Hopeful that process will be complete by Summer 2022. Sections 1-3 of EA report were completed, reviewed by Town Staff and returned to FEMA.
- Public Scoping notice was posted on February 2, 2022 for a 30 day comment period.
- All other Town required action items are complete

### Hazardous Fuels Reduction Program

- Town required environmental process (CEQA) was completed in January 2022.
- Undergoing Federal Environmental Review. Hopeful that process will be complete by Summer 2022. Sections 1-3 of EA report were completed, reviewed by Town Staff and returned to FEMA.
- Public Scoping notice was posted on February 2, 2022 for a 30 day comment period.
- All other Town required action items are complete.

### Reseeding Plan

- Phase 1 Complete – Program Design Complete.
- Phase 2 implementation pending identifying funding source and scale of implementation.

### Category 4 Tree Removal Program

- Town required environmental process (CEQA) was completed in January 2022.

- Undergoing Federal Environmental Review. Hopeful that process will be complete by Summer 2022. Sections 1-3 of EA report were completed, reviewed by Town Staff and returned to FEMA.
- Public Scoping notice was posted on February 2, 2022 for a 30 day comment period.
- We are working on finalizing an RFP for Arborists services so we can begin outreach and the assessment of properties with the goal to have properties and trees identified by Fall 2022 for final approval by FEMA/CalOES

#### Defensible Space Code Enforcement

- Town required environmental process was completed in December 2021.
- Public Scoping notice was posted on February 2, 2022 for a 30 day comment period.
- Undergoing Federal Environmental Review. Hopeful that process will be complete by Summer 2022. Sections 1-3 of EA report were completed, reviewed by Town Staff and returned to FEMA.
- All other Town required action items are complete.

#### COMMUNICATIONS

##### Request for Proposals for Communications Consultant

- A recommendation for award is on tonight's agenda under item 6e.
- Community Information Meeting May 2<sup>nd</sup> 2022 – the next Community Information Meeting is being planned for May and will focus on housing and insurance resources.

#### EMERGENCY MANAGEMENT

- Town staff were trained in ICS 300 during the first week of April.
- A full EOC exercise, with all staff and cooperators will be held in the near future.
- Emergency Operation Plan Update: Constant Associates is now working on the update and we will have more information to report in the coming months. We anticipate a final report later this spring.

#### **Financial Impact:**

None.





**TOWN OF PARADISE  
Council Agenda Summary  
Date: April 12, 2022**

**Agenda No. 1(g)**

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

**REVIEWED BY:** Kevin Phillips, Town Manager

**SUBJECT:** Camp Fire Recovery Updates - Infrastructure

**COUNCIL ACTION REQUESTED:**

1. None, written monthly update only.

**Background:**

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

**Analysis:**

**Road Rehabilitation**

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

Public Works Engineering staff is making efforts to formulate the first post-Camp Fire road rehabilitation for delivery in late 2022. With many segments of Lower Skyway already undergrounded and remaining segments actively under construction, staff has identified Skyway between Crossroads and south of Bille Road as the preferred project.

Staff is waiting on Federal Highways Administration for approval to advertise the project for bids, expected in the next two weeks.

**Transportation Master Plan**

Preparation of the Transportation Master Plan (TMP) is well underway. The TMP will evaluate daily and evacuation transportation needs, policy documents, construction standards, and opportunities to support economic development. The Transportation Master Plan will provide a prioritized list of improvements for near-term and long-term construction. All TMP related information can be found here: <https://www.townofparadise.com/pwe/page/transportation-recovery-efforts>

A series of four workshops has been announced for public input and participation in the development of the TMP, listed below:

- Thursday, June 3, 2021: Infrastructure Recovery Update (Completed)
  - Watch recorded workshop [here](#).
- Tuesday, June 22, 2021: Roadway and Traffic Evacuation Planning (Completed)

- Watch recorded workshop [here](#).
- 800+ survey responses received, data to be presented under Item 6b of this Council agenda.
- Thursday, July 15, 2021: Downtown and Clark Road Design Standards (Completed)
  - Watch recorded workshop [here](#).
- Thursday, August 12, 2021: Bicycling and Walking Network Review (Completed)
  - Watch recorder workshop [here](#).

All workshops have allowed flexible attendance either [virtually](#) or in-person at Town Hall Council Chambers (5555 Skyway, Paradise).

Currently there are four primary focuses of the Transportation Master Plan:

1. Efforts are currently underway to increase public participation for feedback on the Transportation Master Plan through staffing of tables at various community events and locations. These efforts are mostly focused on Active Transportation Program-type projects such as sidewalks and multi-use bike-pedestrian pathways. Additional outreach and participation with the public to shape project priorities significantly improves our project applications' competitiveness.
2. Multi-agency Emergency Evacuation Planning Task Force has resumed meetings and made significant progress towards addressing major objective's in the Town's Corrective Action Plan. This includes revisions to the Town's Emergency Evacuation and Traffic Control Plan as well as initiating processes to improve regional communication and implementation strategies.
  - a. Staff is preparing a new evacuation plan specifically catered to a Skyway maximum flow approach using lessons learned from our multiagency coordination and exercise.
3. Relating to utilities, work is underway for the development of policies, procedures and coordination. This involves the creation of a master map of undergrounding to be used in planning future road rehabilitation projects.
  - a. Town and consultant staff are in the process of rolling out the master coordination mapping tool.
4. Grant application work has been completed for the Community Development Block Grant – Disaster Recovery relating to transportation projects identified through technical analysis and public feedback.
  - a. Staff has submitted 56 additional applications for this program.

## **Paradise Sewer Project**

### **Efforts for Past Month:**

- Updated the Proposed Project Route and project alternatives exhibit to eliminate Tribal Resource and Private Land Acquisition requirements. See exhibit included in this update.
- The Central Valley Regional Water Quality Control Board (Regional Board) hosts meetings of the Sewer Regionalization Project Advisory Committee (SRPAC). The SRPAC met on March 21<sup>st</sup> at the City of Chico council chambers and finalized the first draft of the Principles of Agreement (POA). The POA will serve as a starting point for

drafting an inter-municipal agreement between Paradise and Chico to address treatment of Paradise wastewater at the Chico Water Pollution Control Plant. Information about SRPAC meetings, including agendas and meeting minutes, can be found at [www.paradiseseWER.com](http://www.paradiseseWER.com).

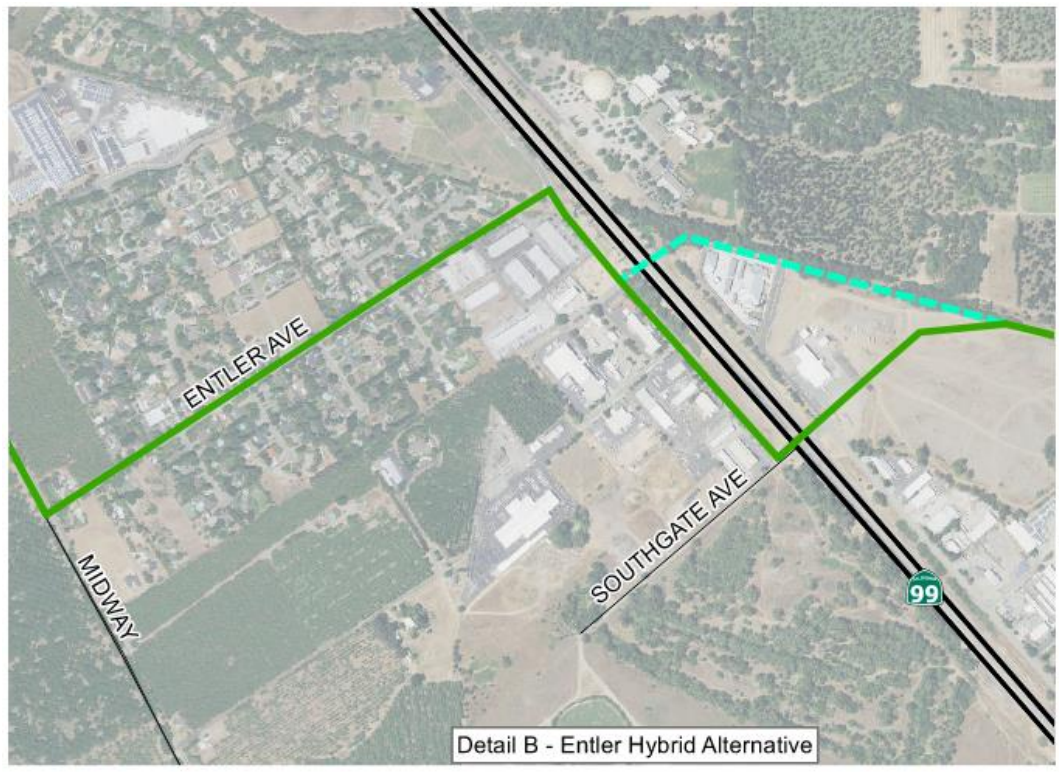
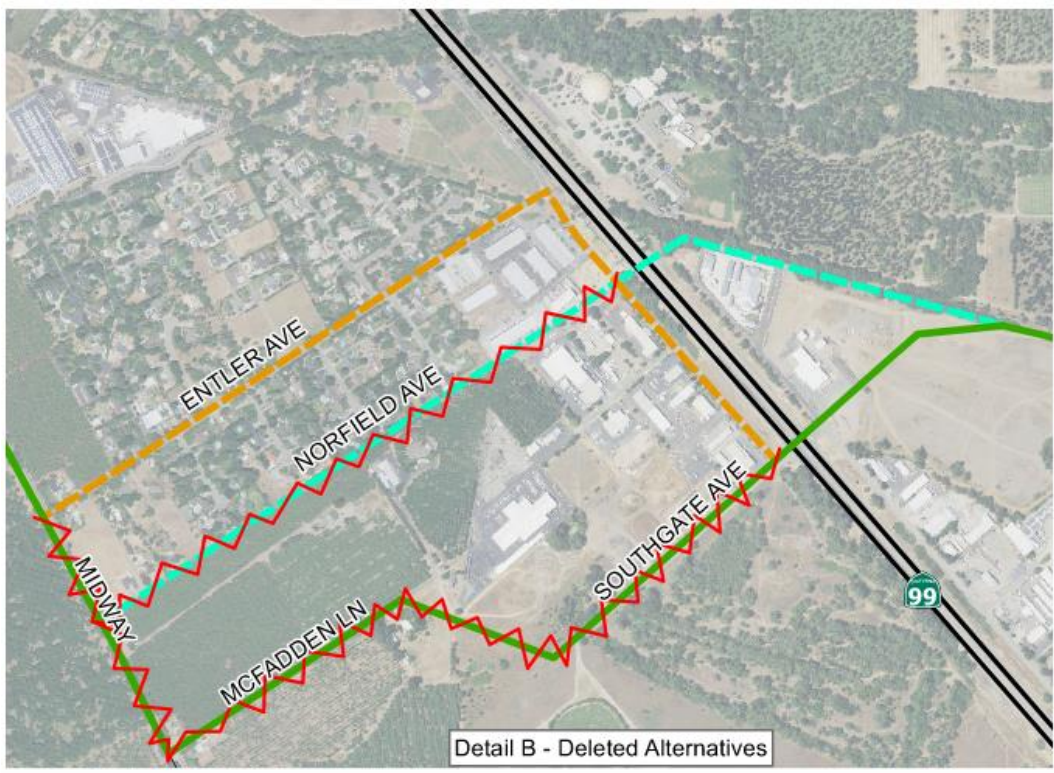
- Staff presented updates on the progress of the SRPAC to the Paradise Town Council (March 8<sup>th</sup>) and Chico City Council (March 15<sup>th</sup>).
- On March 25<sup>th</sup>, the Town and City started a 30-day public comment period on the first draft of the POA. See [www.paradiseseWER.com](http://www.paradiseseWER.com) for more information on this public comment process. Formal agenda item included in this meeting.
- Continued analysis and writing efforts for the Draft EIR.
- Continued to update the project's public website ([www.paradiseseWER.com](http://www.paradiseseWER.com)).
- The City of Chico, through its consultant Carollo Engineers, completed its analysis of the potential to treat Paradise wastewater at the Chico Water Pollution Control Plant.
- Continued funding application efforts.

#### **Efforts for Next Month:**

- Receive public comments on the first draft of the POA.
- Continue writing efforts on the Draft Environmental Impact Report (EIR).
- Continue funding application efforts.
- The next SRPAC meeting is scheduled for May 9, 2022 at the Town of Paradise council chambers.

#### **Updated Proposed Project Route and Project Alternatives:**

- Norfield Avenue Alternative removed due to private land acquisition and tribal resources.
- Southgate Ave/McFadden Ln Alternative removed due to private land acquisition and tribal resources.
- Exhibits presented at SRPAC, for use in Draft EIR preparation are shown on next page.





**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12<sup>th</sup>, 2022**

**Agenda Item: 1(g)**

**ORIGINATED BY:** Tony Lindsey, CDD, Building & Code Enforcement  
**REVIEWED BY:** Kevin Philips, Town Manager  
**SUBJECT:** Camp Fire Recovery Updates – Code Enforcement  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

Code Enforcement Update

**Background:**

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

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

**Analysis:**

Code Enforcement receives complaints of violations from staff and general community members. Each complaint is investigated and verified by our Officers. During February (February 25<sup>th</sup> – March 31<sup>st</sup>), Code Enforcement worked 82 RV violations spread throughout the Town. Seven locations had a Temporary Use Permit (TUP), and 75 unpermitted sites did not. RV cases were reduced to 76, 69 without a TUP, and 7 with a TUP by the end of the reporting period. (Exhibit A)

TUPs issued under ORD 612 as of 3/30/2022 = 291 (Exhibit B)

- Storage only – 33 (34)
- Occupied & issued – 258 (259)
- 78% are owner applied/occupied.

Below are the statistics of our current RV Code Enforcement activity for the reporting period, and included for reference are the last reporting period numbers in parenthesis.

- Sites without TUPs – 69 (68)
- Sites with TUP Violations – 7 (8)
- Sites with Administrative Warnings – 82 (79)

- Sites with 1<sup>st</sup> Administrative citation issued – 54 (57)
- Sites with 2<sup>nd</sup> Administrative citation issued – 39 (41)
- Sites with 3<sup>rd</sup> Administrative citation issued – 23 (23)
- Compliance Gained RV cases closed – 6 (3)
  - 3 RVs removed
  - 3 Violations resolved (weed & debris removed, building permit issued)

The Community Enhancement Outreach Team, consisting of Fire Prevention, Police, Housing, Code Enforcement, and since February 3, 2022, Disaster Case Managers (DCMs), who work through “Camp Fire Collaborative,” have attended inspections Tuesdays and Thursdays each week. During this reporting period, five different DCMs attended, and they interacted with 40 individuals impacted by the Camp Fire.

- The team contacted 40 community members:
  - 25 were tenants and did not own property.
  - 15 owner-occupied.
  - 1 purchased the property post-Camp Fire.
  - 35 supplied contact information to DCM staff
  
- Since their integration into the Outreach team, DCMs have generated 85 clients.

A DCM works with each case to create a realistic recovery plan and utilizes the types of assistance available based on each survivor’s unique situation and needs.

- Some of the services provided:
  - Locating Housing
  - Relocation
  - Rebuilding
  - Identifying long term recovery goals
  - Connecting with resources that will assist with long-term recovery.
  - Addressing unmet needs remaining from the Camp Fire.

\*\* The Camp Fire Collaborative (CFC) is a community collaboration of over 50 nonprofit, private, and public organizations. These organizations work to address the unmet needs of Camp Fire survivors throughout the Butte County region. The CFC works to discover long-term recovery issues and develop strategies and solutions using our combined vision and resources.

Code Enforcement submitted 17 (17) Nuisance Abatement cases to the Town attorney for review. The town attorney staff 17 (14) Nuisance properties final 30-day warning letters to abate the nuisance conditions. Work continues on the remainder, and each site is monitored for compliance. 5 (4) have self-abated removing the municipal code violations (refuse, debris, weed abatement, and RVs removed). Code has prepared 3 additional nuisance abatement property files for Town attorney review.

Other Code Enforcement Items:

- Abandoned Vehicle Authority abatements – 33 (16)
  - 16 vehicles were towed.
  - 17 voluntarily removed.
  
- Complaints regarding: Waste and refuse, building without permits, camping, cargo containers, grading, erosion control, fire hazards, livestock, substandard housing, etc.

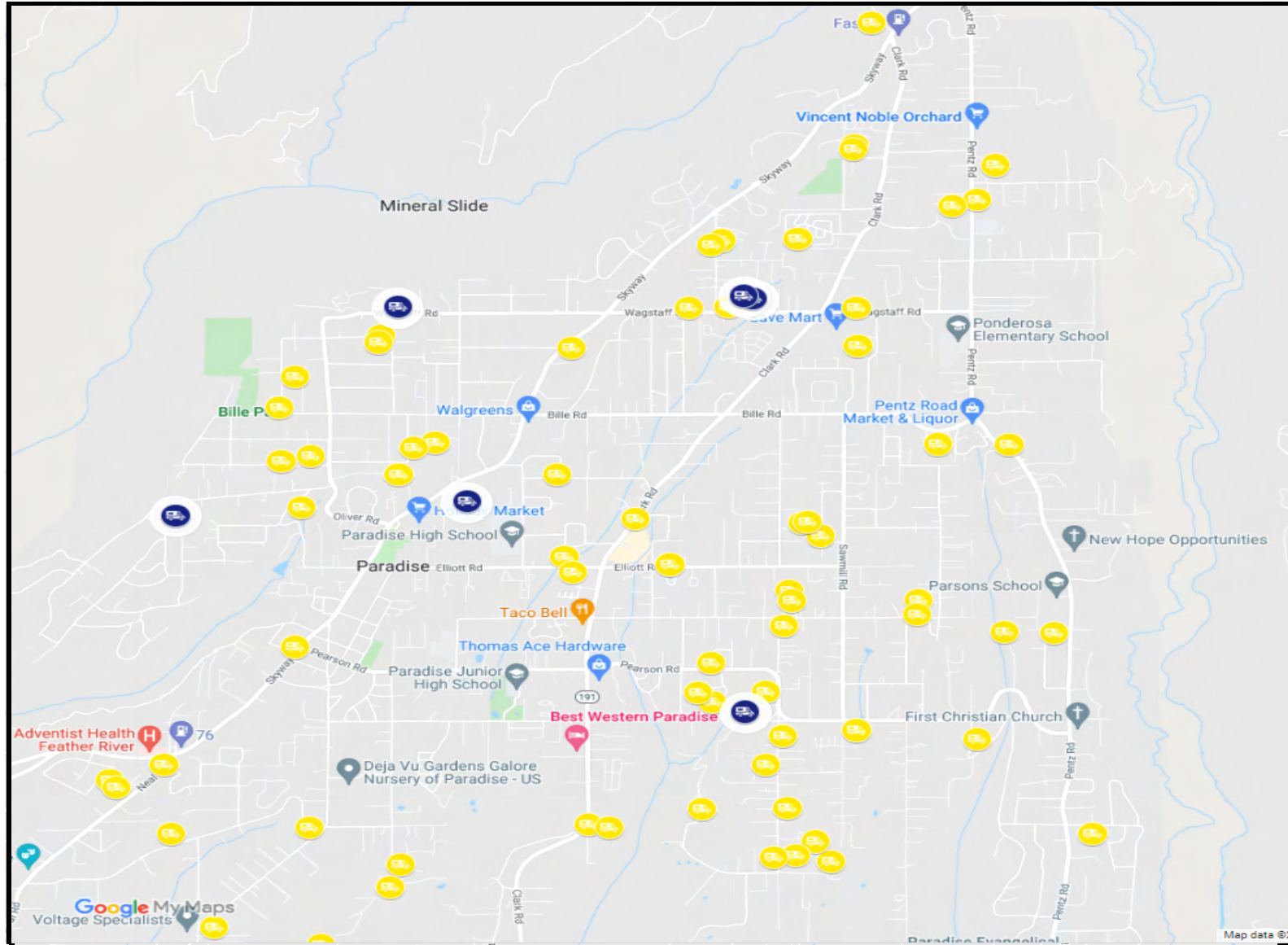
Fire Prevention is built upon the philosophy of three main objectives: Education, Engineering, and Enforcement. Fire Prevention is a vital function in the community and our continued economic development. Our defensible space and hazardous fuel management ordinance require property owners to keep their parcels fire safe, whether they live in Town. The Fire Prevention staff is tasked with performing weed abatement inspections on 11,089 parcels within our community.

The following is the number of Defensible Space Program inspections completed as of 4/01/2022:

- Compliant – 8,981 (8,864)
- Non-compliant – 1,574 (1,686)
- Code Enforcement Referrals – 740 (694)
  - 526 Active Code Cases
  - 214 Closed Code Cases, weeds, log decks, and debris removed.

# EXIHIBIT A

# TUP Violations



Violations w/ TUP

7



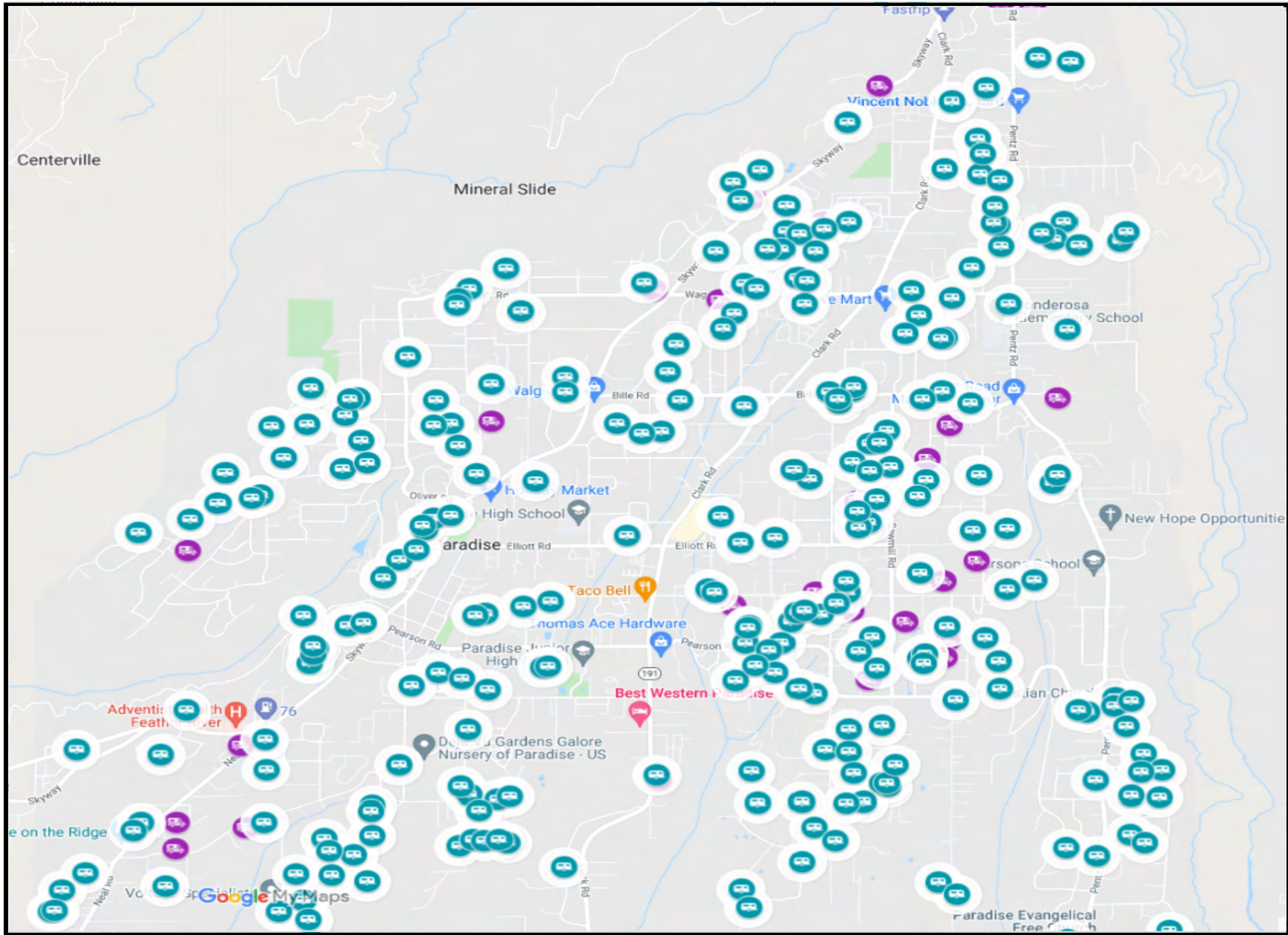
RV no TUP

69



# EXIHIBIT B

## TUPs under ORD 612



RV TUP STORAGE ONLY

33



RV TUP OCCUPIED

258



**MINUTES  
PARADISE TOWN COUNCIL  
SPECIAL MEETING – 5:00 PM – March 08, 2022**

**1. OPENING**

The Special meeting of the Paradise Town Council was called to order by Mayor Crowder at 5:00 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

**COUNCIL MEMBERS PRESENT:** Greg Bolin, Steve “Woody” Culleton, Jody Jones, Rose Tryon and Steve Crowder, Mayor.

**COUNCIL MEMBERS ABSENT:** None

**STAFF PRESENT:** Town Manager Kevin Phillips, Town Clerk Dina Volenski, Town Attorney Scott E. Huber, Finance Director/Town Treasurer Ross Gilb, Project Manager for Recovery and Economic Development Brian Solecki and Human Resources Director Crystal Peters.

There were no public comments.

Mayor Crowder recessed the meeting into Closed Session at 5:01 p.m.

**2. CLOSED SESSION**

- 2a. Pursuant to Government Code section 54956.9(d)(4), the Town Council will meet with the Town Manager and Town Attorney to consider initiation of litigation (2 potential cases).
- 2b. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Kevin Phillips, Ross Gilb, Crystal Peters and the Town Attorney, its designated representatives, regarding labor relations between the Town of Paradise and the Paradise Police Officers Association, Confidential Mid-Management Association, General Employees Unit, Police Mid-Management Unit and the Management Group.

**3. ADJOURNMENT**

Mayor Crowder adjourned the Special Council meeting at 5:56 p.m.

At 6:04 p.m. Mayor Crowder announced during the Regular Town Council Meeting, the following:

- 2a. Town Council unanimously adopted Resolution No. 2022-13, A Resolution of the Town Council of the Town of Paradise declaring an emergency and making related factual findings related to nuisance conditions and an immediate threat to public health and safety existing at 1296 Fawnbrook Place, APN 051-173-049 in Paradise, CA. (540-15-074)

2b. Direction was given, no action was taken.

Date approved:

By:

Attest:

\_\_\_\_\_  
Steve Crowder, Mayor

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



## TOWN COUNCIL Meeting Minutes 6:00 PM – March 08, 2022

At 6:04 p.m. Mayor Crowder announced the action was taken in Closed Session at the 5:00 p.m. Special Town Council Meeting:

2a. Town Council unanimously adopted Resolution No. 2022-13, A Resolution of the Town Council of the Town of Paradise declaring an emergency and making related factual findings related to nuisance conditions and an immediate threat to public health and safety existing at 1296 Fawnbrook Place, APN 051-173-049 in Paradise, CA.

2b. Direction was given, no action was taken.

### 1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Crowder at 6:05 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Jody Jones.

**COUNCIL MEMBERS PRESENT:** Greg Bolin, Steve “Woody” Culleton, Jody Jones, Rose Tryon and Steve Crowder, Mayor.

**COUNCIL MEMBERS ABSENT:** None

**STAFF PRESENT:** Town Manager Kevin Phillips, Town Attorney Scott E. Huber, Town Clerk Dina Volenski, Town Engineer/Public Works Director Marc Mattox, Finance Director/Town Treasurer Ross Gilb, Community Development Director Susan Harman, Community Development Director Tony Lindsey, Information Systems Director Luis Marquez, Business and Housing Manager Kate Anderson, Recovery and Economic Development Director Colette Curtis, Police Chief Eric Reinbold, Police Lieutenant Cameron Kovacs, Police Lieutenant Anthony Borgman, Fire Chief Garrett Sjolund, Battalion Chief Rick Manson and Administrative Assistant Sheris Alvies.

- 1a. Town Council recognition of Employee Service to the Town of Paradise for 2021 were presented by Mayor Steve Crowder.

#### **20 Years**

Robert Grignon - Public Works

Candace Mays-Keillor - Public Works

#### **5 Years**

Anthony Borgman - Police Department

Jeannette Huggins - Police Department

Chris Rainey - Community Development Department

Sandra Miller - Finance Department

Anne Vierra - Community Development Department

Chris Nicoletti - Fleet Services

- 1b. Matthew Foor (via Teams) accepted the Proclamation recognizing March as Red Cross Month.
- 1c. Tom Taylor, Superintendent and David McCready, Assistant Superintendent from the Paradise Unified School District provided an update on the projects being constructed for the School District.
- 1d. Jim McCourt from Meeder Investments provided a Financial Update on the PG&E funds invested for the Town of Paradise.
- 1e. Camp Fire Recovery Updates - Written reports are included in the agenda packet.  
  
 Colette Curtis, Recovery and Economic Development Director - Recovery projects, advocacy, Economic Recovery and Development, Communications and Emergency Operations. (110-60-061)  
  
 Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update. (110-60-061)  
  
 Tony Lindsey, CDD-Building and Code Enforcement Update. (110-60-061)

## 2. CONSENT CALENDAR

**MOTION by Bolin, seconded by Jones**, approved consent calendar items 2a through 2f. Roll call vote was unanimous.

- 2a. Approved minutes of the February 8, 2022 Special and Regular Town Council meetings.
- 2b. Approved February 2022 Cash Disbursements in the amount of \$2,605,255.44. (310-10-034)
- 2c. Awarded 2022 Town of Paradise HVAC Maintenance Services, to RB Spencer, Inc. of Yuba City, CA in the amount of their bid \$11,000 per year and \$165.00 per hour. (510-20-335)
- 2d. Acknowledged receipt of and filed the Planning Commission's annual report concerning implementation status of the 1994 Paradise General Plan and Housing Element for the 2021 calendar year. (760-40-55 & 760-40-57)
- 2e. Approved the amended Professional Services Agreement with Mark Thomas and Company and authorized the Town Manager to execute an amendment. (510-20-290, 950-40-033 and 950-40-039)
- 2f. Authorized the Town Manager to execute an agreement, as approved by the Town Attorney, with Willdan for the Town of Paradise BRC LED Conversion Project in an amount not to exceed \$36,192.53 utilizing PG&E's On-Bill Financing Program. (510-20-336)

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

**4. PUBLIC COMMUNICATION**

1. Anna Donaldson requested an update on Hope Plaza.  
Marc Mattox, Town Engineer, stated that plans had been submitted and approved, but the Town is not involved with Hope Plaza.
2. Ward Habriel donated \$10 to the American Red Cross, promoted the Paradise Garden Tour on June 4 and commented on the number of times his roadway had been dug up and repaired.
3. Dennis Ivey introduced himself as the newly appointed Paradise Recreation and Park District Director and liaison with the Town of Paradise.

**5. PUBLIC HEARINGS**

5a. Community Development Director Susan Hartman provided the Town Council with an update on the proposed Defensible Space Certificate of Compliance fee that will be added to the Master Fee Schedule if the proposed resolution is adopted.

Mayor Crowder opened the public hearing at 7:12 p.m.

1. Ward Habriel questioned why the sellers were responsible.
2. Jon Remalia stated that he receives 30-50 calls per month for yard clean up and asked how long the certificate will be good for.
3. Barbara Carter stated that one property owner in her neighborhood is not in compliance and asked how you get compliance when you do as much as you can to keep your house safe.

Mayor Crowder closed the public hearing at 7:27 p.m.

After discussion, Council directed staff to come back at a later date, with modifications to the Ordinance, to include in the program that if the person already has a certificate of compliance on their property dated within 90 days of the sale, that would suffice and they would not have to pay the fee.

**MOTION by Tryon, seconded by Culleton**, approved Resolution No. 2022-14 “A Resolution of the Town Council of the Town of Paradise Adopting a New Defensible Space Certificate of Compliance Fee to the Master Schedule of Fees for Town Services”. Roll call vote was unanimous

- 5b. Kate Anderson, Business and Housing Manager, explained that this is the first of two public hearings for the 2022-2023 Annual Plan funding priorities; Requested that Council approve the formation of a public services sub-committee to consider input and requests for public services funding; and, that two Council Members be appointed to the public services sub-committee.

Mayor Crowder opened the public hearing at 7:35 p.m.

There were no public comments.

Mayor Crowder closed the public hearing at 7:35 p.m.

Town Council approved the formation of a public services sub-committee and unanimously agreed to appoint Council Members Culleton and Tryon to the Committee.

## 6. COUNCIL CONSIDERATION

- 6a. Marc Mattox, Town Engineer and Public Works Director provided Council with an overview of the On-System Road Rehabilitation project.

**MOTION by Bolin, seconded by Jones**, adopted Resolution No.2022-15, "A Resolution of the Town Council of the Town of Paradise Approving the Plans and Specifications for the On-System Road Rehabilitation Project and Authorizing Advertisement for Bids on the Project." Roll call vote was unanimous.

- 6b. Vice Mayor Bolin recused himself from the dais at 8:00 p.m. due to a potential conflict of interest.

Marc Mattox, Town Engineer/Public Works Director provided a verbal update to the Town Council for the Paradise Sewer Project and requested that Council concur with staff recommendation to proceed with developing a Connection Payment to be paid from the Town of Paradise to the City of Chico for a potential future connection to the City's Water Pollution Control Plant for wastewater treatment services for a defined Sewer Service Area. The potential Connection Payment, approximately \$14.9 Million, will be integrated into the ongoing draft Principles of Agreement being developed by the Sewer Regionalization Project Advisory Committee. All Council present concurred to move forward with the potential Connection Payment with Vice Mayor Bolin absent and not voting.

At 8:28 p.m. Mayor Crowder recessed the meeting for a five-minute break.

At 8:35 p.m. Mayor Crowder resumed the meeting and Vice Mayor Bolin returned to the dais.

- 6c. Brian Solecki, Recovery and Economic Development Project Manager and Colette Curtis, Recovery and Economic Development Director presented Council with the proposed process and priorities for the Category 4 Tree Removal Program and requested Council concur with Staff recommendation regarding priorities and eligibility for the Program.

All Council concurred with staff recommendation regarding priorities and eligibility for the program and for eligibility into the program, prior to tree removal, the property must be in compliance with the Town's Defensible space ordinance.

1. Ward Habriel stated that some people who own property in Town just don't care and people living in Town just want to know how to protect their property from dangerous trees.

**Staff Recommendation: Property Eligibility**

- All properties within Town limits are eligible
- Defensible space code compliance a prerequisite for tree removal

**Staff Recommendation: Eligibility of Trees Priority**

- Ranking tree priority and determining which trees are ultimately removed:
  1. Trees that threaten structures or building site
  2. Trees that threaten actively used or developed portions of a parcel.
  3. Trees that threaten property lines or neighboring properties.
  4. Trees that threaten easements
  5. Trees that increase general fire risk to a neighborhood/area.
  6. Trees that threaten unused portions of a parcel.

- 6d. Colette Curtis, Recovery and Economic Development Director presented Council with the Non-Residential Market Study prepared by Economic and Planning Systems Inc. and asked them to consider accepting the study.

**MOTION by Jones, seconded by Bolin** Town Council accepted the Non-Residential Market Study prepared by Economic and Planning Systems, Inc. Roll call vote was unanimous.

- 6e. Rick Mansion, Battalion Chief presented Council with potential changes to the Fuel Reduction and Land Clearing Burn Permits as previously requested by the Town Council.

1. Ward Habriel has concerns with smoke and how neighbors would be notified of burning in the neighborhood.
2. Jon Remalia stated that the cost of bids for property owners would be considerably less if all night burning was allowed.

After discussion Council Member Jones suggested a motion and vote since there was not consensus among the Council.

**MOTION by Crowder**, not allow broadcast burning, but allow 24 hour burning due to stipulations with BCAQMD and equipment and should be commercial set up.

**Motion seconded and amended by Culleton** to include smaller properties of 2/3 acre or more. Ayes of Culleton; Noes of Bolin, Jones, Tryon and Mayor Crowder. **MOTION FAILED.**

**MOTION by Bolin, seconded by Culleton** to leave the current burn process as is. Ayes of Bolin, Culleton, Jones and Tryon: Noes of Crowder. **MOTION PASSED.**



- 6f. Fire Chief Garrett Sjolund informed Council of the proposed increase to the CalFire contract due to increased employee salaries and an increase to the employees retirement rate.

**MOTION by Bolin, seconded by Jones – Jones amending the motion to include directing staff to look at funding or reducing services for the 2023/24 budget, amendment approved by Bolin,** adopted Resolution No. 2022-16 “A Resolution of the Town Council of the Town of Paradise Approving the Agreement Amendment of California Department of Forestry and Fire Protection (CAL FIRE) for Services from July 1, 2021 through June 30, 2025 for a Maximum Amount Not to Exceed \$18,620,847” and directed staff to look at funding or reducing services for the 2023/24 budget. Roll call vote was unanimous.

- 6g. Police Chief Eric Reinbold presented the proposed ordinance regarding the use of military equipment required by Assembly Bill 481.

**MOTION by Culleton, seconded by Crowder,** waived the first reading of the Town of Paradise Ordinance No. 615 and read by title only; and, 2. Introduced Town of Paradise Ordinance No. 615 “An Ordinance Adding Section 9.70 to the Paradise Municipal Code Relating to Military Equipment Use”. Roll call vote was unanimous.

- 6h. Police Chief Eric Reinbold presented an overview of the options presented in the Report by Management Partners to return Dispatch Services to the Town of Paradise.

**MOTION by Culleton, seconded by Crowder,** to accept the Paradise Police Department Report on the options for Dispatch services; and, 2. Directed staff to move forward with the six dispatchers/3-year plan for the future return of dispatch services and updates to the Town Council when significant items occur. Roll call vote was unanimous.

- 6i. Finance Director Ross Gilb provide Council with an overview of 2021-22 budget accomplishments and requested direction and feedback regarding goals for the FY 2022-23 Operating and Capital Budgets.

Council concurred with the following:

Proposed 2022-23 Budget goals include:

- Maintaining Long-term Financial Sustainability
- Maintaining support level of Personnel
- Continuing Disaster Recovery and Capital Improvement Projects
- Managing Employee Retirement Costs

Budget Calendar Dates:

- March 8, 2022 – Town Council Goal Setting
- March 22, 2022 – Measure V Oversight Board – Budget discussions
- April & May – Staff Budget discussions & Development and Update to Long-Term Fiscal Sustainability Model
- May 24, 2022 – Measure V Oversight Committee – Draft Measure V Budget Review
- May 31, 2022 – Finance Committee Draft Budget Review
- June 14, 2022 - Town Council Draft Budget Review
- June 28, 2022 – Town Council Budget Adoption

**7. COUNCIL INITIATED ITEMS AND REPORTS**

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

Vice Mayor Bolin attended the LAFCo meeting where PID was discussed.

- 7c. Future Agenda Items

Council Member Culleton would like to see the following items on a future agenda:

1. Discuss road construction projects with identifying plaques and putting maps on social media so citizens can see where construction is in town
2. When ordinance is violated, owner is cited, wants to review ordinance to cite violator
3. Discuss having two (2) Council meetings a month.

**8. STAFF COMMUNICATION**

- 8a. Town Manager Report - None

**9. CLOSED SESSION - None**

**10. ADJOURNMENT**

Mayor Crowder adjourned the Council meeting at 11:02 p.m.

Date approved:

By:

\_\_\_\_\_  
Steve Crowder, Mayor

Attest:

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

# TOWN OF PARADISE

## CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF  
**March 1, 2022 - March 31, 2022**



**CASH DISBURSEMENTS REPORT**  
**March 1, 2022 - March 31, 2022**

<b>Check Date</b>	<b>Pay Period End</b>	<b>Description</b>	<b>Amount</b>	<b>Total</b>
3/4/2022	2/27/2022	Net Payroll - Direct Deposits and Checks	\$ 181,614.12	
3/18/2022	3/13/2022	Net Payroll - Direct Deposits and Checks	<u>178,156.53</u>	\$ 359,770.65
<b>Accounts Payable</b>				
		Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	372,939.13	
		Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>\$ 2,529,977.37</u>	
		<b>TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE</b>		<u>2,902,916.50</u>
		<b>GRAND TOTAL CASH DISBURSEMENTS</b>		<u><u>\$ 3,262,687.15</u></u>

APPROVED BY: \_\_\_\_\_  
 Kevin Phillips, Town Manager

APPROVED BY: \_\_\_\_\_  
 Ross Gilb, Finance Director / Town Treasurer

TOWN OF PARADISE  
**Payment Register**

From Payment Date: 3/1/2022 - To Payment Date: 3/31/2022

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>									
80101	03/01/2022	Open			Accounts Payable	De Lage Landen Public Finance LLC	\$781.25		
80102	03/01/2022	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
80103	03/01/2022	Open			Accounts Payable	Santander Leasing LLC	\$7,926.51		
80104	03/01/2022	Open			Accounts Payable	SBA Monarch Towers III LLC	\$166.50		
80105	03/08/2022	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$1,450.00		
80106	03/08/2022	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
80107	03/08/2022	Open			Accounts Payable	Aflac	\$57.98		
80108	03/08/2022	Open			Accounts Payable	Met Life	\$10,407.43		
80109	03/08/2022	Open			Accounts Payable	OPERATING ENGINEERS	\$1,003.00		
80110	03/08/2022	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$1,713.06		
80111	03/08/2022	Open			Accounts Payable	SUN LIFE INSURANCE	\$6,257.36		
80112	03/08/2022	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$800.27		
80113	03/08/2022	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$80.00		
80114	03/10/2022	Open			Accounts Payable	ACI ENTERPRISES, INC.	\$463.32		
80115	03/10/2022	Open			Accounts Payable	Adams Ashby Group, Inc.	\$18,900.00		
80116	03/10/2022	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$11.93		
80117	03/10/2022	Open			Accounts Payable	Airvac - Air Vacuum Corporation	\$1,033.00		
80118	03/10/2022	Open			Accounts Payable	All-American Construction, Inc.	\$110,253.06		
80119	03/10/2022	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$109.95		
80120	03/10/2022	Open			Accounts Payable	AT&T MOBILITY	\$89.46		
80121	03/10/2022	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$210.49		
80122	03/10/2022	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$22.50		
80123	03/10/2022	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$5,578.74		
80124	03/10/2022	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,129.86		
80125	03/10/2022	Open			Accounts Payable	Balken Construction	\$35,467.00		
80126	03/10/2022	Open			Accounts Payable	Balken Construction	\$31,330.00		
80127	03/10/2022	Open			Accounts Payable	Big O Tires	\$120.00		
80128	03/10/2022	Open			Accounts Payable	Bill G Donovan	\$10,000.00		
80129	03/10/2022	Open			Accounts Payable	Bill G Donovan	\$375.00		
80130	03/10/2022	Open			Accounts Payable	Bill G Donovan	\$310.27		
80131	03/10/2022	Open			Accounts Payable	Biometrics4ALL, Inc	\$17.25		
80132	03/10/2022	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$4,166.67		
80133	03/10/2022	Open			Accounts Payable	Broad & Gusman	\$4,000.00		
80134	03/10/2022	Open			Accounts Payable	Bug Smart	\$41.00		
80135	03/10/2022	Open			Accounts Payable	BUTTE CO RECORDER	\$104.00		
80136	03/10/2022	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	\$92,851.36		
80137	03/10/2022	Open			Accounts Payable	Butte County Information Systems	\$8,316.00		
80138	03/10/2022	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$180.50		
80139	03/10/2022	Open			Accounts Payable	Cal OES - Accounting Branch	\$417.50		
80140	03/10/2022	Open			Accounts Payable	Cal Signal Corp	\$100.51		
80141	03/10/2022	Open			Accounts Payable	Constant Associates	\$9,810.00		
80142	03/10/2022	Open			Accounts Payable	Creative Composition Inc	\$287.32		
80143	03/10/2022	Open			Accounts Payable	DADCO	\$21,712.50		
80144	03/10/2022	Open			Accounts Payable	Dokken Engineering, Inc.	\$90,459.48		
80145	03/10/2022	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$1,632.45		
80146	03/10/2022	Open			Accounts Payable	Eagle Security Systems	\$373.35		
80147	03/10/2022	Open			Accounts Payable	Ernie's Mobile Home Transport, Inc.	\$4,600.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
80148	03/10/2022	Open			Accounts Payable	EXECUTIVE HOMES	\$31,044.00		
80149	03/10/2022	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$274.78		
80150	03/10/2022	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$5,296.00		
80151	03/10/2022	Open			Accounts Payable	Gregory Cundiff	\$350.00		
80152	03/10/2022	Open			Accounts Payable	HDR Engineering, Inc	\$69,635.11		
80153	03/10/2022	Open			Accounts Payable	Herc Rentals Inc.	\$2,215.13		
80154	03/10/2022	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$1,800.00		
80155	03/10/2022	Open			Accounts Payable	HUDSON'S APPLIANCE CENTER	\$1,038.58		
80156	03/10/2022	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$13,898.91		
80157	03/10/2022	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$237.07		
80158	03/10/2022	Open			Accounts Payable	J.J.R. Enterprises Inc	\$981.86		
80159	03/10/2022	Open			Accounts Payable	James or Lavenia Riotta	\$1,225.00		
80160	03/10/2022	Open			Accounts Payable	Jennifer Arbuckle	\$4,550.00		
80161	03/10/2022	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$560.80		
80162	03/10/2022	Open			Accounts Payable	KEN'S HITCH & WELDING	\$103.44		
80163	03/10/2022	Voided	Incorrect Amount	03/10/2022	Accounts Payable	Lash's Glass	\$494.27		
80164	03/10/2022	Open			Accounts Payable	LIFE ASSIST INC	\$506.43		
80165	03/10/2022	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$56.30		
80166	03/10/2022	Open			Accounts Payable	Mark Thomas & Company Inc	\$183,663.40		
80167	03/10/2022	Open			Accounts Payable	Mark Thomas & Company Inc	\$2,275.20		
80168	03/10/2022	Open			Accounts Payable	Mark Thomas & Company Inc	\$7,818.86		
80169	03/10/2022	Open			Accounts Payable	Mennonite Disaster Service	\$37,620.00		
80170	03/10/2022	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$507.25		
80171	03/10/2022	Open			Accounts Payable	Miwall Corporation	\$4,966.22		
80172	03/10/2022	Open			Accounts Payable	MOTOROLA	\$9,235.63		
80173	03/10/2022	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$220.24		
80174	03/10/2022	Open			Accounts Payable	MUNICIPAL CODE CORP	\$613.99		
80175	03/10/2022	Open			Accounts Payable	NICOLETTI, CHRISTOPHER	\$484.00		
80176	03/10/2022	Open			Accounts Payable	NORMAC INC	\$261.37		
80177	03/10/2022	Open			Accounts Payable	North State Tire Co, Inc.	\$1,060.12		
80178	03/10/2022	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$3,322.02		
80179	03/10/2022	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$81.70		
80180	03/10/2022	Open			Accounts Payable	NV5, Inc.	\$301.48		
80181	03/10/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	\$749.86		
80182	03/10/2022	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$118.64		
80183	03/10/2022	Open			Accounts Payable	OROVILLE FORD	\$370.93		
80184	03/10/2022	Open			Accounts Payable	Pace Analytical Services, LLC	\$1,668.00		
80185	03/10/2022	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$13,619.41		
80186	03/10/2022	Open			Accounts Payable	PARADISE POST	\$116.20		
80187	03/10/2022	Open			Accounts Payable	Peacekeeper Products International	\$269.82		
80188	03/10/2022	Open			Accounts Payable	PETERSON TRACTOR CO	\$2,830.42		
80189	03/10/2022	Open			Accounts Payable	Psomas	\$4,103.25		
80190	03/10/2022	Open			Accounts Payable	Riebes Auto Parts- Motorpool	\$1,844.53		
80191	03/10/2022	Open			Accounts Payable	Spherion Staffing	\$8,780.62		
80192	03/10/2022	Open			Accounts Payable	Stratti	\$3,578.75		
80193	03/10/2022	Open			Accounts Payable	Tahoe Pure Water Co.	\$33.00		
80194	03/10/2022	Open			Accounts Payable	Tetra Tech - EMI	\$4,446.25		

TOWN OF PARADISE  
**Payment Register**

From Payment Date: 3/1/2022 - To Payment Date: 3/31/2022

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>									
80195	03/10/2022	Open			Accounts Payable	THOMAS ACE HARDWARE	\$38.70		
80196	03/10/2022	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$389.87		
80197	03/10/2022	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$73.05		
80198	03/10/2022	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$16.72		
80199	03/10/2022	Open			Accounts Payable	Tri Flame Propane	\$256.27		
80200	03/10/2022	Open			Accounts Payable	Urban Design Associates, LTD	\$2,352.00		
80201	03/10/2022	Open			Accounts Payable	Urban Planning Partners Inc	\$7,242.69		
80202	03/10/2022	Open			Accounts Payable	VALLEY OAK VETERINARY CENTER	\$354.80		
80203	03/10/2022	Open			Accounts Payable	VERIZON WIRELESS	\$308.15		
80204	03/10/2022	Open			Accounts Payable	Wayne A. Murphy General Contractor	\$650.00		
80205	03/10/2022	Open			Accounts Payable	White Glove Cleaning Svc Inc, Theresa Contreras	\$5,960.00		
80206	03/10/2022	Open			Accounts Payable	Wood Rodgers, Inc.	\$24,047.26		
80207	03/22/2022	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$1,450.00		
80208	03/22/2022	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
80209	03/24/2022	Open			Accounts Payable	4LEAF, Inc	\$60,875.00		
80210	03/24/2022	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$175.66		
80211	03/24/2022	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$297.79		
80212	03/24/2022	Open			Accounts Payable	American River Benefit Administrators	\$16.80		
80213	03/24/2022	Open			Accounts Payable	ANIMAL HOSPITAL/VETMOBILE	\$72.00		
80214	03/24/2022	Open			Accounts Payable	Asbury Environmental Services	\$95.00		
80215	03/24/2022	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,071.15		
80216	03/24/2022	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$110.56		
80217	03/24/2022	Open			Accounts Payable	AT&T MOBILITY	\$69.55		
80218	03/24/2022	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$211.65		
80219	03/24/2022	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$22.56		
80220	03/24/2022	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$5,449.42		
80221	03/24/2022	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,129.86		
80222	03/24/2022	Open			Accounts Payable	Bear Electric Solutions	\$147,513.52		
80223	03/24/2022	Open			Accounts Payable	Big O Tires	\$181.94		
80224	03/24/2022	Open			Accounts Payable	Biometrics4ALL, Inc	\$9.00		
80225	03/24/2022	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$458.82		
80226	03/24/2022	Open			Accounts Payable	BUTTE CO NEAL ROAD LANDFILL	\$15.58		
80227	03/24/2022	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$260.00		
80228	03/24/2022	Open			Accounts Payable	COMCAST CABLE	\$391.40		
80229	03/24/2022	Open			Accounts Payable	COMCAST CABLE	\$416.40		
80230	03/24/2022	Open			Accounts Payable	COMCAST CABLE	\$143.40		
80231	03/24/2022	Open			Accounts Payable	Constant Associates	\$4,390.00		
80232	03/24/2022	Open			Accounts Payable	Creative Composition Inc	\$348.26		
80233	03/24/2022	Open			Accounts Payable	Crowder, Steven	\$1,113.10		
80234	03/24/2022	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$1,075,189.97		
80235	03/24/2022	Open			Accounts Payable	Dewberry Engineers Inc.	\$9,153.68		
80236	03/24/2022	Open			Accounts Payable	Dokken Engineering, Inc.	\$112,383.44		
80237	03/24/2022	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$226.55		
80238	03/24/2022	Open			Accounts Payable	Entersect	\$109.95		
80239	03/24/2022	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$384.90		
80240	03/24/2022	Open			Accounts Payable	EXPERTS IN YOUR HOME	\$1,820.00		
80241	03/24/2022	Open			Accounts Payable	FOOTHILL MILL & LUMBER	\$24.47		

TOWN OF PARADISE  
**Payment Register**

From Payment Date: 3/1/2022 - To Payment Date: 3/31/2022

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>									
80242	03/24/2022	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$135.00		
80243	03/24/2022	Open			Accounts Payable	GOVERNOR'S OFFICE OF EMERGENCY SERVICES	\$417.50		
80244	03/24/2022	Open			Accounts Payable	Herc Rentals Inc.	\$453.83		
80245	03/24/2022	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$2,658.89		
80246	03/24/2022	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$23,336.00		
80247	03/24/2022	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$2,846.82		
80248	03/24/2022	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	\$115.00		
80249	03/24/2022	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$462.92		
80250	03/24/2022	Open			Accounts Payable	James or Lavenia Riotto	\$850.00		
80251	03/24/2022	Open			Accounts Payable	KEN'S HITCH & WELDING	\$46.87		
80252	03/24/2022	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$1,200.00		
80253	03/24/2022	Open			Accounts Payable	Kovacs, Cameron	\$425.50		
80254	03/24/2022	Open			Accounts Payable	L.N. CURTIS & SONS	\$955.93		
80255	03/24/2022	Open			Accounts Payable	Lash's Glass	\$325.41		
80256	03/24/2022	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$160.62		
80257	03/24/2022	Open			Accounts Payable	Lindsey, Anthony	\$134.50		
80258	03/24/2022	Open			Accounts Payable	Look Ahead Veterinary Services	\$1,832.50		
80259	03/24/2022	Open			Accounts Payable	Lowe, Samantha	\$52.75		
80260	03/24/2022	Open			Accounts Payable	Management Partners, Inc	\$7,465.00		
80261	03/24/2022	Open			Accounts Payable	Mark Thomas & Company Inc	\$18,535.45		
80262	03/24/2022	Open			Accounts Payable	McCoy, Janice	\$60.00		
80263	03/24/2022	Open			Accounts Payable	Mennonite Disaster Service	\$30,780.00		
80264	03/24/2022	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$495.00		
80265	03/24/2022	Open			Accounts Payable	MOBILE MINI INC	\$475.93		
80266	03/24/2022	Open			Accounts Payable	MUNICIPAL CODE CORP	\$399.00		
80267	03/24/2022	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
80268	03/24/2022	Open			Accounts Payable	NextRequest Co.	\$7,650.00		
80269	03/24/2022	Open			Accounts Payable	North State Tire Co. Inc.	\$2,572.54		
80270	03/24/2022	Open			Accounts Payable	Northern California Glove & Safety	\$808.13		
80271	03/24/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	\$373.99		
80272	03/24/2022	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$492.85		
80273	03/24/2022	Open			Accounts Payable	OROVILLE FORD	\$348.65		
80274	03/24/2022	Open			Accounts Payable	Oroville Tow & Salvage	\$2,490.00		
80275	03/24/2022	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$12,265.04		
80276	03/24/2022	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$175.90		
80277	03/24/2022	Open			Accounts Payable	PETERSON TRACTOR CO	\$2,830.42		
80278	03/24/2022	Open			Accounts Payable	Riebes Auto Parts- Motorpool	\$887.13		
80279	03/24/2022	Open			Accounts Payable	Riebes Auto Parts-Public Works	\$59.12		
80280	03/24/2022	Open			Accounts Payable	Sigler Pest Control	\$50.00		
80281	03/24/2022	Open			Accounts Payable	Spherion Staffing	\$9,071.78		
80282	03/24/2022	Open			Accounts Payable	Stratti	\$18,441.07		
80283	03/24/2022	Open			Accounts Payable	Tahoe Pure Water Co.	\$59.73		
80284	03/24/2022	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$408.83		
80285	03/24/2022	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$127.42		
80286	03/24/2022	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$70.69		
80287	03/24/2022	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$450.12		
80288	03/24/2022	Open			Accounts Payable	THOMAS HYDRAULIC & HARDWARE SUPPLY, INC.	\$231.76		



TOWN OF PARADISE  
**Payment Register**

From Payment Date: 3/1/2022 - To Payment Date: 3/31/2022

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>									
80289	03/24/2022	Open			Accounts Payable	Tri Flame Propane	\$521.99		
80290	03/24/2022	Open			Accounts Payable	UNITED RENTALS, INC.	\$2,049.73		
80291	03/24/2022	Open			Accounts Payable	Urban Planning Partners Inc	\$8,665.00		
80292	03/24/2022	Open			Accounts Payable	Vannucci, Dominic	\$396.75		
80293	03/24/2022	Open			Accounts Payable	VERIZON WIRELESS	\$345.38		
80294	03/24/2022	Open			Accounts Payable	VERIZON WIRELESS	\$1,132.06		
80295	03/24/2022	Open			Accounts Payable	VERIZON WIRELESS	\$694.55		
80296	03/24/2022	Open			Accounts Payable	VERIZON WIRELESS	\$591.50		
80297	03/24/2022	Open			Accounts Payable	VERIZON WIRELESS	\$308.15		
80298	03/24/2022	Open			Accounts Payable	WILGUS FIRE CONTROL INC	\$1,057.10		
80299	03/24/2022	Open			Accounts Payable	YOWZERS.COM	\$129.30		
80300	03/24/2022	Open			Accounts Payable	Huggins, Jeannette	\$44.25		
80301	03/24/2022	Open			Accounts Payable	Lui, Andrea	\$44.25		
Type Check Totals:					201 Transactions		\$2,553,585.99		
<u>EFT</u>									
1264	03/03/2022	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$8,844.08		
1265	03/03/2022	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$31,595.63		
1266	03/08/2022	Open			Accounts Payable	CALPERS - RETIREMENT	\$46,447.20		
1267	03/08/2022	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$7,685.00		
1268	03/08/2022	Open			Accounts Payable	CALPERS	\$121,061.11		
1270	03/17/2022	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$8,362.23		
1271	03/17/2022	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$30,532.76		
1272	03/22/2022	Open			Accounts Payable	CALPERS - RETIREMENT	\$46,286.10		
1273	03/22/2022	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$7,685.00		
1274	03/30/2022	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$8,867.40		
1275	03/30/2022	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$31,964.00		
Type EFT Totals:					11 Transactions		\$349,330.51		
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	200	\$2,553,091.72	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$494.27	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>201</b>	<b>\$2,553,585.99</b>	<b>\$0.00</b>
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	11	\$349,330.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>11</b>	<b>\$349,330.51</b>	<b>\$0.00</b>
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	211	\$2,902,422.23	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$494.27	\$0.00
	Stopped	0	\$0.00	\$0.00

TOWN OF PARADISE

# Payment Register

From Payment Date: 3/1/2022 - To Payment Date: 3/31/2022

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>									
					Total	212	\$2,902,916.50	\$0.00	



**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12, 2022**

**Agenda Item: 2(c)**

**ORIGINATED BY:** Eric Reinbold, Police Chief  
**REVIEWED BY:** Kevin Phillips, Town Manager  
Scott Huber, Town Attorney  
**SUBJECT:** Adoption of Town Ordinance No. 615  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Waive second reading of the entire Town Ordinance No. 615 and approve reading by title only; and,
2. Adopt Town Ordinance No. 615, "An Ordinance Adding Section 9.70 to the Paradise Municipal Code Relating to Military Equipment Use."

**Background:**

On March 8, 2022, the Town Council introduced the above-noted Town ordinance for purposes of eventual adoption. If adopted, the proposed ordinance intends to add Section 9.70 to the Paradise Municipal Code that requires a law enforcement agency (LEA) to obtain approval from its governing body, via adoption of a "military equipment" use policy by Ordinance prior to the LEA funding, acquiring or using military equipment.

**Analysis:**

Town staff recommends the Town Council waive the second reading of this entire ordinance; read it by title only, and formally adopt Town Ordinance No. 615 [copy attached]. Once adopted, the provisions of this ordinance will be effective in 30 days.

**Financial Impact:**

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

Attachment

**TOWN OF PARADISE  
ORDINANCE NO. 615**

**AN ORDINANCE ADDING SECTION 9.70 TO THE PARADISE MUNICIPAL CODE  
RELATING TO MILITARY EQUIPMENT USE**

**SECTION 1.** Findings. The Town Council of the Town of Paradise finds:

- A. On September 30, 2021, the Governor of the State of California signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies.
- B. Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term “military equipment” is defined in California Government Code section 7070.
- C. Assembly Bill 481 allows the governing body of a Town to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations.
- D. The proposed military equipment use policy enacted by this Ordinance will be maintained by the Paradise Police Department.
- E. The proposed military equipment use policy enacted by this Ordinance will be published prior to enactment, and will be reviewed annually by the Town Council.
- F. The proposed military equipment use policy enacted by this Ordinance meets the requirements of California Government Code section 7070, subdivision (d).

**SECTION 2.** Chapter 9.70 of the Paradise Municipal Code is added to read as follows:

Chapter 9.70  
“MILITARY EQUIPMENT” USE ORDINANCE

Sections:

- 9.70.010 Name of Ordinance
- 9.70.020 Definitions
- 9.70.030 Military Equipment Use Policy Requirement
- 9.70.040 Use In Exigent Circumstances
- 9.70.050 Reports on the Use of Controlled Equipment
- 9.70.060 Enforcement
- 9.70.070 Whistleblower Protections
- 9.70.080 Severability

9.70.010 Name of Ordinance

- A. This Ordinance shall be known as the Military Equipment Use Ordinance.

9.70.020 Definitions

A. "Military Equipment" includes all of the following (pursuant to California Government Code §7070):

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.
16. Notwithstanding paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

- B. "Town" means any department, agency, bureau, and/or subordinate division of the Town of Paradise.
- C. "Police Department" means any division, section, bureau, employee, volunteer and/or contractor of the Town of Paradise Police Department.
- D. "Town Council" means the governing body that is the Town of Paradise Town Council.
- E. "Military Equipment Use Policy" means a publicly released, written document that includes, at a minimum, all of the following:
  - 1. A description of each type of Military Equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the Military Equipment.
  - 2. The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of Military Equipment.
  - 3. The fiscal impact of each type of Military Equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
  - 4. The legal and procedural rules that govern each authorized use.
  - 5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of Military Equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Military Equipment use policy.
  - 6. The mechanisms to ensure compliance with the Military Equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
  - 7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.
- F. "Exigent Circumstances" means a law enforcement agency's good faith belief that an emergency involving the danger of, or imminent threat of death or serious physical injury to any person is occurring, has occurred, is about to occur, or may reasonably occur in the near future.
- G. "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

H. "Type" means each item that shares the same manufacturer model number.

#### 9.70.030 Military Equipment Use Policy Requirement

- A. The Paradise Police Department shall obtain approval of the Town Council, by an ordinance adopting a Military Equipment Use Policy (MEUP) at a regular meeting of the Town Council held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, related to the use of the following:
1. Requesting Military Equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
  2. Seeking funds for Military Equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
  3. Acquiring Military Equipment either permanently or temporarily, including by borrowing or leasing.
  4. Collaborating with another law enforcement agency in the deployment or other use of Military Equipment within the territorial jurisdiction of the Town of Paradise.
  5. Using any new or existing Military Equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.
  6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, Military Equipment.
  7. Acquiring Military Equipment through any means not provided by this section.
- B. No later than May 1, 2022, if seeking to continue the use of any Military Equipment that was acquired prior to January 1, 2022, the Paradise Police Department shall commence a Town Council approval process in accordance with this section. If the Town Council does not approve the continuing use of Military Equipment, including by adoption pursuant to a Military Equipment Use Policy submitted pursuant to this code, within 180 days of submission of the proposed Military Equipment Use Policy to Town Council, the Paradise Police Department shall cease its use of the Military Equipment until it receives the approval of Town Council in accordance with this code.
- C. In seeking the approval of Town Council, the Paradise Police Department shall submit a proposed Military Equipment Use Policy to Town Council and make those documents available on the Police Department's internet website at least 30 days prior to any public hearing concerning the Military Equipment at issue.
- D. The governing body shall consider a proposed Military Equipment Use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section

11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

- E. The governing body shall only approve a Military Equipment Use Policy pursuant to this chapter if it determines all of the following:
  - 1. The Military Equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
  - 2. The proposed Military Equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
  - 3. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
  - 4. Prior Military Equipment use complied with the Military Equipment Use Policy that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Use Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.
  
- F. In order to facilitate public participation, any proposed or final Military Equipment Use Policy shall be made publicly available on the internet website of the Police Department for as long as the Military Equipment is available for use.
  
- G. The Town Council shall review any ordinance that it has adopted pursuant to this Chapter approving the funding, acquisition, or use of Military Equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

#### 9.70.040 Use in Exigent Circumstances

- A. Notwithstanding the provisions of this Chapter, the Police Department may acquire, borrow and/or use Military Equipment in Exigent Circumstances without following the requirements of this code. Exigent Circumstances shall be determined by the Paradise Chief of Police in his or her absolute and sole discretion.
  
- B. If the Police Department acquires, borrows, and/or uses Military Equipment in Exigent Circumstances, in accordance with this section, it must take all of the following actions:
  - 1. Provide written notice of that acquisition or use to the Town Council within 30 days following the commencement of such Exigent Circumstance, unless such information is confidential or privileged under local, state or federal law.
  - 2. If it is anticipated that the use will continue beyond the Exigent Circumstance, submit a proposed amended Military Equipment Use Policy to the Town Council



within 90 days following the borrowing, acquisition and/or use, and receive approval, as applicable, from the Town Council.

3. Include the Military Equipment in the Police Department's next annual Military Equipment Report.

9.70.050 Reports on the Use of Military Equipment.

- A. The Police Department shall submit to Town Council an annual Military Equipment Report for each type of Military Equipment approved by the Town Council within one year of approval, and annually thereafter for as long as the Military Equipment is available for use.
- B. The Police Department shall also make each annual Military Equipment Report required by this section publicly available on its internet website for as long as the Military Equipment is available for use.
- C. The annual Military Equipment Report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of Military Equipment:
  1. A summary of how the Military Equipment was used and the purpose of its use.
  2. A summary of any complaints or concerns received concerning the Military Equipment.
  3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
  4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
  5. The quantity possessed for each type of Military Equipment.
  6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.
- D. Within 30 days of submitting and publicly releasing an annual Military Equipment Report pursuant to this section, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual Military Equipment report and the law enforcement agency's funding, acquisition, or use of Military Equipment.
- E. The Town Council shall determine, based on the annual Military Equipment Report submitted pursuant to this section, whether each type of Military Equipment identified in that report has complied with the standards for approval set forth in this code and the Military Equipment Use Policy. If the Town Council determines that a type of Military

Equipment identified in that annual Military Equipment Report has not complied with the standards for approval, the Town Council shall either disapprove a renewal of the authorization for that type of Military Equipment or require modifications to the Military Equipment Use Policy in a manner that will resolve the lack of compliance.

#### 9.70.060 Enforcement.

##### A. Remedies for Violations of this Ordinance

1. This Chapter does not provide a private right of action upon any person or entity to seek injunctive relief against the Town or any employee unless that person or entity has first provided written notice to the Town Manager by serving the Town Clerk, regarding the specific alleged violations of this Chapter.
2. If a specific alleged violation is not remedied within 90 days of that written notice, a person or entity may seek injunctive relief in a court of competent jurisdiction.
3. If the alleged violation is substantiated and subsequently cured, a notice shall be posted in a conspicuous manner on the Town's website that describes, to the extent permissible by law, the corrective measures taken to address the violation.
4. If it is shown that the violation is the result of arbitrary or capricious action by the Town or an employee or agent thereof in his or her official capacity, the prevailing complainant in an action for relief may collect from the Town reasonable attorney's fees in an amount not to exceed \$5,000 if they are personally obligated to pay such fees.

#### 9.70.070 Whistleblower Protections.

All provisions of Paradise's Protection of Whistleblowers Workplace Policy, and including any updates or replacements thereto, shall apply.

#### 9.70.080 Severability

- A. If any section, subsection, sentence, clause, phrase, or word of this Chapter, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Chapter.
- B. The Town Council hereby declares that it would have passed this Chapter and each and every section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

**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 12th day of April 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Steve Crowder, Mayor

ATTEST:

---

DINA VOLENSKI, CMC, Town Clerk

APPROVED AS TO FORM:

---

Scott E. Huber, Town Attorney



**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12, 2022**

**Agenda Item: 2(d)**

**ORIGINATED BY:** Marc Mattox, Public Works Director/Town Engineer  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** On Call Surveyor Recommendation  
**LONG TERM RECOVERY PLAN:** Yes – Tier 1 “Supporting Homeowners” and “Codes & Standards”

**COUNCIL ACTION REQUESTED:**

1. Concur with staff’s recommendation of Northstar and Rolls Anderson Rolls to perform On Call Surveying Services for the Town’s survey needs to support Public Works and Development services; and,
2. Approve the attached Professional Services Agreement with Northstar Engineering and Rolls Anderson Rolls and authorize the Town Manager to execute a two-year contract, with three one-year optional extensions.

**Background:**

The Town’s review of subdivision maps is subject to the requirements of the State of the California Subdivision Map Act which requires a California licensed land surveyor to review and sign all subdivision maps and associated surveying documents, signing to certify them as technically correct. Larger towns/cities typically have the need and the resources to maintain a licensed land surveyor on staff who is then designated the Town Surveyor for the purpose of reviewing and signing subdivision maps and associated surveying documents. To comply with the Map Act’s requirements and without a California licensed land surveyor on staff, the Town must contract for these services, with an individual designated as the acting Town Surveyor. Additionally, the Town periodically requires miscellaneous land surveying duties such as the setting of monuments and topographic surveys, that are proposed to be included in this agreement, and we currently do not have the capacity to perform with the acting Town Surveyor. A surveying firm, with multiple field crews and designated review staff, experience acting as the Town Surveyor, and local recording experience would fill this need for the Town of Paradise development and Public Works projects.

The Town currently contracts the services of a local Licensed Land Surveyor on an hourly basis according to the Town’s published fee schedule, and this On Call Surveying Contract would supplement, and may eventually replace this effort, on the same cost recovery fee basis.

On December 17, 2021, the Town of Paradise Engineering Department issued a formal Request for Qualifications (RFQ) for interested consultants for On-Call Surveying Services to the Town of Paradise. The published announcement read:

The Town of Paradise requests a statement of qualifications from qualified consultants with a California Licensed Land Surveyor to provide review and support of Land Surveying elements associated with Development and Town projects, as required by the State of California Subdivision Map Act. Additionally, the Town periodically requires miscellaneous Land Surveying duties such as, but not limited to review of deeds, rights or other Title

documents, the research or setting of monuments, topographic survey, or other similar services, which are proposed to be included in this contract.

**The scope of work of the RFQ is summarized below:**

### **Request for Statement of Qualifications**

The Town of Paradise requests a statement of qualifications to enter a two (2) year agreement with up to three (3) one (1) year extensions not to exceed five (5) years with a California Licensed Land Surveyor (Consultant) to provide review and support of Land Surveying elements associated with Development and Town projects, as required by the State of California Subdivision Map Act. Additionally, the Town periodically requires miscellaneous Land Surveying duties such as, but not limited to review of deeds, rights or other Title documents, the research or setting of monuments, topographic survey, or other similar services, which are proposed to be included in this contract.

The Statement of Qualifications submitted in response to this Request for Qualifications (RFQ) will be used as a basis for selecting the Consultant for this master on-call contract. The submitted Statement of Qualifications will be evaluated and ranked according to the criteria provided in the "Evaluation Criteria" section of this RFQ.

### **Scope of Services**

Surveying review tasks shall include, but are not necessarily limited to, the following described below. If the Consultant feels that additional routine tasks are warranted, they must be clearly identified in the company's Statement of Qualifications.

The Consultant selected would perform the following services under the direction of the Town Engineer: Plan Check & Redlines, Final Review & Recording, Town Surveyor, Additional Services as Requested.

### **Consultant Qualifications and Conditions**

The Consultant must have the following qualifications:

1. At least one (1) California Licensed Land Surveyor on staff, in good standing with the California Board of Professional Land Surveyors
2. Ability to review, document, redline and communicate with Town staff for: Lot Line Adjustments, Lot Mergers, Parcel Maps, Final Maps, easements, Grant Deeds, Recording packages, and familiarity and experience with California Land Surveying practices
3. Ability to review hard copy or scanned documents/submittals, and return scanned documents/redlines to the Town or Applicant, and coordinate the processing with Town Staff

The submitted Statement of Qualifications shall identify, by name, the Licensed or supervised personnel who will be available and would be assigned to review and coordinate with the Town for Surveying Services. The Statement of Qualifications shall also indicate the Licensed Land Surveyor who will be the signatory for the Town (title block for final recording) as the Town Surveyor.

Contract Term: It is the intent of the Town to contract for Surveying Services for a term of two (2) years with up to three (3) one (1) year extensions not to exceed a total of five (5) years, subject to the satisfactory negotiation of terms including a price acceptable to the Town and the successful bidder and the annual availability of funding.

### Statement of Qualifications Requirements

- Introductory Letter
- Capability and Experience of Consultant
- Past Performance
- Letter of Interest
- Project Understanding and Approach
- Project Manager / Key Staff
- Fee Schedule
- Conflict of Interest Statement and Disclosure Plan for Private Development Projects

### Evaluation Criteria

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

The review committee will evaluate and rate the Statement of Qualifications based on the evaluation criteria below:

<b><u>Evaluation Criteria</u></b>	<b><u>Maximum Score</u></b>
Compliance with the Request for Statement of Qualifications	5 points
Capability and Experience of Consultant	45 points
Past Performance	20 points
Reference Checks	20 points
Conflict of Interest/Plan Review Process for Town and Private Work	10 points
<i>Total:</i>	<i>100 points</i>

### Proposed Contract Agreement

Included as an attachment to this Staff Report

### Analysis:

By January 21, 2022, at 5:00 PM, Town staff had received eight responses to the RFQ. The consultants are listed below:

- DDGEO of Grass Valley, California
- LACO of Chico, California
- NorthStar of Chico, California
- Wood Rodgers of Sacramento, California
- Cinquini Passarino of Napa, California
- GHD of Redding, California

- Rolls Anderson Rolls of Chico, California
- REY of Folsom, California

The Committee received and ranked the submitted qualifications according to the criteria provided in the RFQ.

The resulting RFQ scores for each consultant are listed below. After scoring the submitted qualifications, the committee’s results were consistent in recommending DDGEO, Northstar and Rolls Anderson Rolls for interview.

<b>Consultant name</b>	<b>Combined Score</b>
DDGEO	<b>95/100</b>
LACO	79/100
NorthStar	<b>98.7/100</b>
Wood Rodgers	94.7/100
Cinquini Passarino	92.7/100
GHD	85.7/100
Rolls Anderson Rolls	<b>97.7/100</b>
REY	86.7/100

Upon interviewing the three firms, the evaluation committee’s scores identified the final ranking shown below

<b>Consultant Name</b>	<b>Final Ranking</b>
NorthStar	1
Rolls Anderson Rolls	2
DDGEO	3

Staff is recommending awarding two contracts to NorthStar and Rolls Anderson Rolls. By selecting both firms, the Town will be able to provide responsive technical development reviews consistent with other local agencies, as well as on-call staff to provide additional field services and support for Public Works and Engineering.

Staff recommends Council consider executing a contract, included as Attachment A, with both Northstar and Rolls Anderson Rolls, both of Chico, California on a not to exceed total combined contract amount of \$200,000, for two years with optional one-year extensions up to five years total.

**Financial Impact:**

The professional services agreement and respective costs will be funded through development fees pursuant to the Town’s Master Fee Schedule.

**Attachments:**

1. Attachment A – Professional Services Contract Agreement

**APPENDIX A – PROPOSED CONTRACT AGREEMENT**

**PROFESSIONAL SERVICE CONTRACT GREATER THAN \$25,000**

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

<b>VARIABLE INFORMATION TABLE</b>					
<b>Term of This Contract</b>					
<b>Term Begins XX/XX/2022</b>			<b>Term Completion Date XX/XX/202X</b>		
On Following Date			On Following Date		
Town Department		Public Works & Engineering			
<b>Basis of Price (Do Not √ More Than One of the Following Four Blocks)</b>					
Price	\$	Fixed Price	Annual Price	Monthly Price	Hourly Rate
Not-to-Exceed Price		\$XXX	√ if Reasonable Expenses are authorized in addition to Hourly Rate		
<b>CONTRACTOR Contact Information</b>			<b>TOWN Contact Information</b>		
CONTRACTOR	XXXX		Project Manager	Town Staff	
Address			Address	5555 Skyway	
City, State & ZIP			City, State & ZIP	Paradise, CA 95969	
Telephone			Telephone	530-872-6291	
Email			Email	xxxx@townofparadise.com	

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



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

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

Attachment I – Terms and Conditions (including Exhibit "A")

Attachment II – Insurance Requirements for Professional Services Contract

Attachment III – Professional Credentials

Attachment IV – Scope of Work

Attachment V – Cost Evaluation

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

_____	_____	_____
Typed or Printed Name	Signature	Date

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

<b>TOWN</b>	<b>CONTRACTOR:</b>
By _____	_____
Date	Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE

REVIEWED AS TO FORM:

By _____	By: _____
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## ATTACHMENT I TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “**Attachment III-Scope of Work**” which is made a part of this Contract.
  
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
  
3. **Town Project Manager.** The TOWN Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
  
4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of TOWN nor is the CONTRACTOR a partner or in any way directly affiliated with the TOWN. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
  
5. **Ownership.** The TOWN retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the TOWN by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the TOWN. The parties agree that the TOWN will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

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

- a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the TOWN and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
- b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
- c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
- d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of

Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the TOWN or CONTRACTOR by a thirty (30)- day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
  
8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the TOWN, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the TOWN, but excluding liability due to the active negligence or willful misconduct of the TOWN. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to TOWN for any loss of or damage to TOWN property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
  
9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the TOWN's funding source herein may be TOWN, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with TOWN, State or Federal mandates and to reimburse the TOWN for any liability upon the TOWN for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.

- 10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to TOWN, State or Federal Governments’ personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
  
- 11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR’s agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in **Attachment II** to this Contract.
  
- 12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with TOWN Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
  
- 13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
  
- 14. **Contractor’s Standard of Care.** TOWN has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of

applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by TOWN shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the TOWN.

15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Town Manager. If this Contract was executed for the TOWN of Paradise by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
  
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the TOWN of Paradise by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Chair of the Board of Supervisors.
  
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
  - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
  - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
  - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism

- d. Prevention, Treatment and Rehabilitation Act and Public Health Service Act
- d. National Labor Relations Board Public Contract Code 10296.
- e. Domestic Partners – Public Contract Code 10295.3.
- f. ADA 1990 42 USC 12101 et seq.

18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.
19. **Contractor Performance and the Breach Thereof.** The TOWN may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the TOWN shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the TOWN may proceed with the work in any manner deemed proper by the TOWN. The cost to the TOWN shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the TOWN.
20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of TOWN and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. TOWN will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

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

- a. This contract is entered into by TOWN upon the express representation that CONTRACTOR has no other contracts in effect with TOWN except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
- b. CONTRACTOR understands and will adhere to the TOWN's policy that no contracts shall knowingly be issued to any current TOWN employee or his/her immediate family or to any former TOWN employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

Director of Human Resources

5555 Skyway

Paradise, CA 95969

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

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



24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.
25. **No Implied Waiver.** In the event that The TOWN at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that TOWN waives its future rights to require the CONTRACTOR to fulfill those obligations.
26. **Entirety of Agreement.** This contract inclusive of all Attachments herein in stipulated and made part of the contract constitutes the entire agreement between these parties.

## **EXHIBIT A**

### **Acknowledgement of OTHER TOWN Contracts**

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

**ATTACHMENT II**  
**INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES**

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

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

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

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
  1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
  
  2. Personal Lines automobile insurance shall apply if vehicles are individually

owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.

**3) Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

**4) Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

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

**1)** The Town of Paradise, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

**2)** For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

TOWN OF PARADISE PUBLIC WORKS & ENGINEERING

XXX XX, 2022

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SAMPLE ONLY

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

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

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

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

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

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

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

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

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

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

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

## **ATTACHMENT III**

### **Scope of Work**

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

Duties and obligations of the CONTRACTOR:

**ATTACHMENT V  
Fee Schedule**





**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12, 2022**

**Agenda Item: 2(e)**

**ORIGINATED BY:** Jessica Erdahl, Senior Capital Projects Manager  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** Emergency Relief Program Supplement Grant Agreements

**LONG TERM RECOVERY PLAN:** Yes, Tier 1

**COUNCIL ACTION REQUESTED:**

1. Approve the following Program Supplement Agreements for Emergency Relief projects to Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15:
  - PSA No. F028 for Project ER-38Y0(014) Emergency Opening Guardrail Repair
  - PSA No. F029 for Project ER-38Y0(015) Emergency Opening Culvert Repair
2. Adopt Resolution No. 2022-\_\_\_, A Resolution of the Town Council of the Town of Paradise authorizing the Town Manager, or designee, to sign the above listed Program Supplement Agreement to Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15.

**Background:**

As a result of the 2018 Camp Fire, the Town of Paradise has been coordinating with Caltrans and Federal Highways Administration (FHWA) for eligible transportation infrastructure recovery projects through the Emergency Relief Program. This FHWA program provides disaster assistance to local agencies for repair and reconstruction of damaged transportation facilities located on federal-aid highways or bridges (i.e. all functionally classified roads except those classified as local roads or rural minor collectors).

Through the Emergency Relief Program, the Town of Paradise was approved for Advance Construction of \$335,380 in Emergency Opening (EO) repairs to metal beam guardrails (MBGR) and culverts. EO work is defined as work that 1) is necessary to restore essential traffic, or 2) protects the remaining facility, or 3) prevents further damage to an existing facility. EO work completed during the first one hundred eighty (180) calendar days following start of the incident period is reimbursed at a 100 percent ratio.

The Town contracted with Apex Fence Co, Inc. to perform emergency opening repairs to MBGR. These repairs were completed at four locations in December 2018.

The also contracted with Visinoni Brothers Construction and Omni Pipelines, Inc. to perform emergency opening culvert repairs at 6 locations. These repairs were completed between December 2018 and March 2019.

**Analysis:**

To remain eligible for the allocated Emergency Relief funding, the Town of Paradise is required to execute Program Supplement Agreements for each approved project which partner with the master Administering Agency-State Agreement for Federal-Aid Projects (Agreement No. 03-5425R). These supplement agreements, included as Attachments, serve as contracts between the Town of Paradise and California Department of Transportation, binding each to certain responsibilities to process these Federally funded projects. The attached agreements must be approved by the Town to continue receipt of Federal funds. In addition, the Town is required to adopt a resolution identifying the project and designate an official authorized to execute the Program Supplement Agreements.

**Financial Impact:**

Emergency Relief Emergency Opening costs are 100% FHWA funded. Project expenditures and a funding summary is detailed below:

		Emergency Relief Program
Construction Contract - Actuals	Emergency Opening Guardrail Repair ER-38Y0(014)	\$67,900.00
	Available Funding	\$67,900.00
	<b>Balance</b>	<b>\$0.00</b>

		Emergency Relief Program
Construction Contract - Actuals	Emergency Opening Culvert Repair ER-38Y0(015)	\$267,480.00
	Available Funding	\$267,480.00
	<b>Balance</b>	<b>\$0.00</b>

Advance Construction funds were obligated for both projects on February 28<sup>th</sup>, 2022. Upon full execution of the PSAs, the town can seek reimbursement for costs incurred.

**Environmental Review:**

The projects are exempt under State CEQA Guidelines [Section 15269(a)], which states:

The following emergency projects are exempt from the requirements of CEQA.

(a) Projects to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of a disaster in a disaster-stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code. This includes projects that will remove, destroy, or significantly alter an historical resource when that resource represents an imminent threat to the public of bodily harm or of damage to adjacent property or when the project has received a determination by the State Office of Historic Preservation pursuant to Section 5028(b) of Public Resources Code.

The project location is a disaster-stricken area, proclaimed as a major disaster by the President on November 12, 2018 (FEMA-4407-DR) and as a State of Emergency by the State of California on November 8, 2018. The purpose of the project is to repair existing infrastructure damaged by the Camp Fire. No further environmental review is necessary for this project.

**Attachments:**

Attachment A: PSA No. F028 for Project ER-38Y0(014) Emergency Opening Guardrail Repair  
Attachment B: PSA No. F029 for Project ER-38Y0(015) Emergency Opening Culvert Repair

**TOWN OF PARADISE  
RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PARADISE AUTHORIZING THE TOWN MANAGER OF THE TOWN OF  
PARADISE OR THEIR DESIGNEE TO SIGN PROGRAM SUPPLEMENT  
AGREEMENTS F028, AND F029 TO THE ADMINISTERING AGENCY-  
STATE AGREEMENT FOR FEDERAL AID PROJECTS  
CORRESPONDING TO EMERGENCY RELIEF PROJECTS.**

**WHEREAS,** the Town of Paradise has received federal funds for various emergency relief projects and has entered into an Agency-State Agreement for Federal-Aid Projects with the California Department of Transportation; and,

**WHEREAS,** the State of California through its Department of Transportation (Caltrans) administers the Federal Emergency Relief program and selects projects for funding; and,

**WHEREAS,** the Town of Paradise was awarded two Emergency Relief Emergency Opening projects and has \$335,380 in Federal funds allocated to the projects; and,

**WHEREAS,** Caltrans provides Program Supplement Agreements in accordance with Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15 (Master Agreement), which upon full execution enables the Town of Paradise to request and receive Federal funds; and,

**WHEREAS,** Caltrans requires the Town of Paradise to execute the Program Supplement Agreements No. F028, and F029 for the Emergency Relief Emergency Opening projects in order to be eligible to receive Federal-Aid for eligible project costs; and,

**WHEREAS,** these funds will require that they are managed in accordance with the Caltrans Local Assistance Procedures Manual; and,

**WHEREAS,** the Town Council of the Town of Paradise has approved and agreed to this Program Supplement Agreement.

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

**Section 1.** That the Town Manager of the Town of Paradise, or their designee, is hereby authorized to sign said Agreement on behalf of the Town.

**Section 2.** The Emergency Opening Projects are exempt from the provisions of the California Environmental Quality Act pursuant to State CEQA Guidelines [Section 15269(a)] Emergency Projects.

**Section 3.** The Town Clerk shall certify to the passage and adoption of this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this  
12<sup>th</sup> day of April 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

By: \_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott E. Huber, Town Attorney

**PROGRAM SUPPLEMENT NO.** F028  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO** 03-5425F15

Adv. Project ID  
0319000182

**Date:** March 02, 2022  
**Location:** 03-BUT-0-PRDS  
**Project Number:** ER-38Y0(014)  
**E.A. Number:**  
**Locode:** 5425

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 04/25/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:** Skyway Rd, Clark Rd, Pearson Rd, Elliott Rd.

**TYPE OF WORK:** Emergency Opening - Guardrail

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	ER01		LOCAL		OTHER
\$67,900.00		\$67,900.00		\$0.00	\$0.00

**TOWN OF PARADISE**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer**  **Date** 03/03/2022 \$67,900.00

### SPECIAL COVENANTS OR REMARKS

1. A. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

B. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program

### SPECIAL COVENANTS OR REMARKS

Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of

Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

G. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any resultant increases in ADMINISTERING AGENCY funds as shown on the Finance Letter, any modification thereof as approved by the Division of Local Assistance, Office of Program Management.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

## SPECIAL COVENANTS OR REMARKS

H. "ADMINISTERING AGENCY certifies that neither the ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this agreement. ADMINISTERING AGENCY agrees that it will notify the STATE immediately, in the event a suspension or a debarment happened after the execution of this agreement."

I. All project repair, replacement and maintenance involving the physical condition and the operation of project improvements referred to in Article III MAINTENANCE, of the aforementioned Master Agreement will be the responsibility of the ADMINISTERING AGENCY and shall be performed at regular intervals and as required for efficient operation of the completed project improvements.

J. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

K. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

L. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, and copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

M. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

N. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until



### SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

O. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

P. ADMINISTERING AGENCY agrees, and will assure that its contractors, subcontractors, and will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Q. The work eligible for Federal Reimbursement shall be performed by the ADMINISTERING AGENCY either by using their own forces or by contract. The ADMINISTERING AGENCY must be able to identify the costs incurred at each site and be subject to an audit for verification.

R. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

S. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

T. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and Federal Agency performing work on behalf of the ADMINISTERING AGENCY, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM

### SPECIAL COVENANTS OR REMARKS

SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA (a.k.a. Final Voucher).

U. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and authorized incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors and shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

V. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

W. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

X. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE or as permitted under Emergency Opening procedures.

Y. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions K, L, P, R, T and U under Section 2 of this agreement.

2. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

## SPECIAL COVENANTS OR REMARKS

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

### **SPECIAL COVENANTS OR REMARKS**

3. Disaster No. CA 19-1 (November 2018 Fires) - Emergency Opening work will be reimbursed at 100% if completed within 180 days from the date of the disaster. The disaster occurred on November 8, 2018. ADMINISTERING AGENCY records must clearly identify those costs incurred on or after November 8, 2018. Incurred costs are defined as disbursements made or in process goods and services delivered. Emergency Opening work completed on or after May 7, 2019, will be funded at the federal-aid reimbursement ratio of 88.53%. Restoration work, including preliminary engineering will be reimbursed at an 88.53% ratio. The ADMINISTERING AGENCY will be responsible for the matching requirement.
  
4. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

**PROGRAM SUPPLEMENT NO.** F029  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO** 03-5425F15

Adv. Project ID  
0319000183

**Date:** March 10, 2022  
**Location:** 03-BUT-0-PRDS  
**Project Number:** ER-38Y0(015)  
**E.A. Number:**  
**Locode:** 5425

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 04/25/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:** Town of Paradise - Multiple Locations (6)

**TYPE OF WORK:** Emergency Opening - EO Culverts

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	ER01		LOCAL		OTHER
\$267,480.00		\$267,480.00		\$0.00	\$0.00

**TOWN OF PARADISE**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date 03/10/2022

\$267,480.00

### SPECIAL COVENANTS OR REMARKS

1. A. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

B. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program

### SPECIAL COVENANTS OR REMARKS

Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of

Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

G. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any resultant increases in ADMINISTERING AGENCY funds as shown on the Finance Letter, any modification thereof as approved by the Division of Local Assistance, Office of Program Management.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

## SPECIAL COVENANTS OR REMARKS

H. "ADMINISTERING AGENCY certifies that neither the ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this agreement. ADMINISTERING AGENCY agrees that it will notify the STATE immediately, in the event a suspension or a debarment happened after the execution of this agreement."

I. All project repair, replacement and maintenance involving the physical condition and the operation of project improvements referred to in Article III MAINTENANCE, of the aforementioned Master Agreement will be the responsibility of the ADMINISTERING AGENCY and shall be performed at regular intervals and as required for efficient operation of the completed project improvements.

J. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

K. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

L. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, and copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

M. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

N. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until



### **SPECIAL COVENANTS OR REMARKS**

ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

O. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

P. ADMINISTERING AGENCY agrees, and will assure that its contractors, subcontractors, and will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Q. The work eligible for Federal Reimbursement shall be performed by the ADMINISTERING AGENCY either by using their own forces or by contract. The ADMINISTERING AGENCY must be able to identify the costs incurred at each site and be subject to an audit for verification.

R. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

S. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

T. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and Federal Agency performing work on behalf of the ADMINISTERING AGENCY, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM

### SPECIAL COVENANTS OR REMARKS

SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA (a.k.a. Final Voucher).

U. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and authorized incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors and shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

V. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

W. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

X. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE or as permitted under Emergency Opening procedures.

Y. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions K, L, P, R, T and U under Section 2 of this agreement.

2. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

## SPECIAL COVENANTS OR REMARKS

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

### SPECIAL COVENANTS OR REMARKS

3. Disaster No. CA 19-1 (November 2018 Fires) - Emergency Opening work will be reimbursed at 100% if completed within 180 days from the date of the disaster. The disaster occurred on November 8, 2018. ADMINISTERING AGENCY records must clearly identify those costs incurred on or after November 8, 2018. Incurred costs are defined as disbursements made or in process goods and services delivered. Emergency Opening work completed on or after May 7, 2019, will be funded at the federal-aid reimbursement ratio of 88.53%. Restoration work, including preliminary engineering will be reimbursed at an 88.53% ratio. The ADMINISTERING AGENCY will be responsible for the matching requirement.
  
4. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.



**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12, 2022**

**Agenda Item: 2(f)**

**ORIGINATED BY:** Ross Gilb, Finance Director / Town Treasurer  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** Financial Audit Service Contract

**COUNCIL ACTION REQUESTED:**

1. Authorize the Town Manager to enter into a three-year agreement for financial audit services with Richardson & Company, LLP., or
2. Refer the matter to Town staff for further development and consideration.

**Background:**

Mann, Urrutia, Nelson CPA's & Associates LLP (MUN CPAs) has completed the financial statement audits for the Town of Paradise since Fiscal Year (FY) 2013-14. The Town's current contract with MUN CPAs was effective through the audit of FY 2020-21, which is currently in the process of finalization. The Town has had a great working relationship with MUN CPAs over the prior audit periods, and MUN CPAs has provided excellent flexibility and support in response to the Town's unique and challenging financial situation in the fiscal years following the 2018 Camp Fire.

**Analysis:**

As the current contract with MUN CPAs is effective only through the end of FY 2020-21, the Town was required to seek additional proposals for professional auditing services. As such, the Town issued a Request for Proposal (RFP) for professional auditing services on February 16, 2022. The RFP was advertised in the local paper as well the Resources web page of the state-wide professional association of California Society of Municipal Finance Officers.

The Town requested proposals to be submitted by 4:00pm on March 21, 2022 in order to be considered. Proposals were received from four firms by the requested deadline. All proposals received met the mandatory criteria contained within the RFP.

An evaluation of all proposals was performed based on factors outlined within the RFP and points were assigned accordingly. Emphasis was equally placed on the firm's overall qualification as well as cost. Careful consideration was given to each of the firm's qualifications based on the firm's past experience and performance with comparable government engagements, the quality of the firm's professional personnel to be assigned to the engagement, adequacy of proposed staffing plan, thoroughness of audit approach, understanding of the scope and objectives of the audit, demonstrated commitment to timeliness in the conduct of the audit, and maximum fees to conduct the audit, as specified in the RFP.

The current not-to-exceed cost of annual auditing services included in the previous contract with MUN CPAs is \$34,200. Cost proposals from each firm are summarized as follows:

<b>Town of Paradise Request for Proposals for Professional Auditing Services Fiscal Year Ending June 30, 2022, 2023, 2024 Proposal Cost Summary</b>					
	<b>FY 21-22</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>3 Year Total</b>	<b>3 Year Average</b>
Badawi & Associates	30,745	31,665	32,615	95,025	31,675
Mann, Urrutia, Nelson CPAs & Associates LLP	55,500	57,700	59,400	172,600	57,533
Moss, Levy & Hartzheim	32,985	33,155	33,325	99,465	33,155
Richardson & Company, LLP	34,900	35,955	37,070	107,925	35,975

All four firms' proposals received were very impressive. After full evaluation of all proposals received based on the factors identified above, Richardson & Company LLP received the highest overall evaluations points.

**Financial Impact:**

The annual not-to-exceed cost of auditing services for FY 21-22, FY 22-23, FY 23-24 included in the proposal from Richardson & Company, LLP was \$34,900, \$35,955, and \$37,070 respectively. These costs will be included in the General Fund Central Services budgets for FY 22-23, FY 23-24, and FY 24-25.

**Attachments:**

Town of Paradise Request for Proposals for Professional Auditing Services  
Richardson & Company LLP Proposal for Professional Auditing Services

TOWN OF PARADISE  
REQUEST FOR PROPOSALS  
For  
PROFESSIONAL AUDITING SERVICES



Ross Gilb  
Finance Director/Town Treasurer  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969

**TOWN OF PARADISE  
REQUEST FOR PROPOSALS  
PROFESSIONAL AUDITING SERVICES**

**I. INTRODUCTION**

The Town of Paradise (Town) is requesting proposals from qualified certified public accountant firms to audit its financial statements for the three (3) fiscal years ending June 30, 2022, 2023, and 2024 in addition to performing other reviews as specified below. At the option of the Town, the auditing engagement may be extended for two (2) subsequent fiscal years by written amendment. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States, the U.S. Office of Management and Budget Uniform Grant Guidance/Super Circular Audits of State and Local Governments and Non-Profit Organizations, and other applicable laws regulations and rules.

There is no expressed or implied obligation for the Town of Paradise to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

To be considered, three (3) copies of the proposal must be received by the Town Clerk at 5555 Skyway, Paradise, CA 95969 by **4:00 P.M. on March 21, 2022**. The outside of the envelope should be marked: "AUDITING SERVICES PROPOSAL" and if possible, please include a CD with a PDF document of the proposal. The Town reserves the right to reject any or all proposals submitted.

During the evaluation process, the Town of Paradise reserves the right, where it may serve the Town's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the Town of Paradise, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Town reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Paradise and the firm selected.

It is anticipated the selection of a firm will be completed by April 1, 2022. Following the notification of the selected firm, a recommendation and proposed contract will be prepared for review and approval by the Town Council at its **April 12, 2022** meeting. The Town reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.



## II. NATURE OF SERVICES REQUIRED

### A. Scope of the Work to be Performed

The Town of Paradise desires annual financial statements to be prepared and audited by the independent auditor for the fiscal year ending June 30, 2022, and each of the subsequent years included in the audit firm's contract with the Town. The selected independent auditor will be required to perform the following tasks. Any exceptions to these requirements should be clearly indicated in the proposal.

1. The audit firm will perform an audit of all funds of the Town of Paradise. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. The Town's Financial Reports will be prepared and word processed by the audit firm. The audit firm will render their audit report on the basic financial statements, which will include both Government-Wide Financial Statements, and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the Town.

Management's discussion and analysis, and certain note schedules will be prepared by the Town and submitted electronically to the auditors for inclusion in the Town's financial statements.

2. The audit firm will perform a single audit on the expenditures of federal grants in accordance with U.S. Office of Management and Budget Grant Guidance/Super Circular. It will render the appropriate audit reports on the Internal Control over Financial Reporting based upon the audit of the Town's financial statements in accordance with Government Auditing Standards, and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards.

The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings, and questioned costs, including reportable conditions and materials and weaknesses, and follow upon prior audit finding where required.

3. The audit firm shall perform agreed-upon auditing procedures pertaining to the Town's GANN Limit (Appropriations Limit) and render a letter annually to the Town regarding compliance.
4. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the Town Council and the Town Manager.
5. The audit firm shall prepare annual State Controller's Reports for the Town of Paradise except for the Annual Street Report. The Annual Street Report will be prepared by the Town of Paradise.
6. The audit firm may be consulted throughout the year as an information resource and may be asked to provide guidance on implementing Federal and State regulatio

or GASB pronouncements as they may affect local government accounting. This would not include any task that entails significant research or a formal report.

**B. Auditing Standards to be Followed**

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accounts;
2. The standards applicable to financial audits contained in the most recent version of *Government Auditing Standards*, issued by the Comptroller General of the United States;
3. The provisions of the Single Audit Act as amended; and
4. The provisions of U. S. Office of Management and Budget (OMB), Audits of State and Local Governments and Non-Profit Organizations.
5. Guidance for federal awards and agreements as provided in the Code of Federal Regulation (CFR) 2 Part 200, Uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards.
6. Any other applicable standards for conducting examination of those items outlined in the Scope of Services and/or reports to be issued.

**C. Working Paper Retention**

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years, unless the firm is notified in writing by the Town of Paradise of the need to extend the retention period. The auditor will be required to make working papers available to the Town of Paradise or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

**D. Coordination Requirements**

1. All audit work will be coordinated with the Finance Director, who will facilitate staff scheduling and year-end closing.
2. The auditor shall provide periodic progress reports while performing the audit fieldwork. These reports shall identify problems encountered or foreseen, deficiencies in work performed by Town staff, disagreements over the application of accounting principles, and other items that could result in delay of the audits or other reviews.

3. The Town expects that the professional staff provided by the independent audit firm will be fully qualified with the appropriate experience, and that answers and guidance will be provided by audit executives to senior and junior staff.

**E. Irregularities and Illegal Acts**

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Town Manager and Town Attorney.

**III. General Information**

**A. Background Information**

The Town of Paradise is located in beautiful northern California, in Butte County, approximately 90 miles north of Sacramento. The Town of Paradise is a full service Town with over 5,000 residents. Incorporated in 1979, the Town provides a wide range of municipal services, including police and fire protection, community planning, building and safety, street maintenance, and onsite wastewater monitoring services. The Town is managed under the Council/Town Manager form of government. The annual operating and capital budgets total approximately \$66 million, including \$15 million in the General Fund. It has a work force of 71 full-time and 12 part-time employees. The Town's fiscal year begins on July 1 and ends on June 30.

**B. Fund Structure**

The Town of Paradise uses the following fund types and account groups in its financial reporting:

<b>Fund Type/Account Group</b>	<b>Town</b>
General Fund	1
Special Revenue Fund	47
Capital Project/Grant Fund	14
Fiduciary Fund	5
Successor Agency	2
General Fixed Assets Account Group	1
General Long-Term Debt Account Group	1

**C. Computer Systems**

The Town's computerized systems are run on a Network. The accounting functions are computerized using New World Systems accounting software. The applications operating on this system are general ledger, accounts payable, accounts receivable, payroll and budget.

**D. Work Area, Telephone, and Office Equipment**

The Town will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to a telephone, a computer with access to the general ledger system, and photocopying and FAX machines.

**E. Availability of Prior Reports and Work Papers**

Mann, Urrutia, Nelson, CPAs and Associates of Sacramento, CA conducted the Town's most recent audit. The work papers of the previous audits are the property of the previous auditor and can be reviewed by the successful Proposer. The Town's annual financial statements with independent auditor's report and budgets are available on the Town's website at [www.townofparadise.com](http://www.townofparadise.com).

**F. Manner of Payment**

Progress payment will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than a calendar month.

**IV. TIME REQUIREMENTS**

**A. Proposal Calendar**

The following is a list of key dates up to, and including, the date proposals are to be submitted:

<u>Date</u>	<u>Activity</u>
February 16, 2022	Request for Proposal issued
March 21, 2022	Due date for proposals (due by 4:00 p.m.)
March 28 - 31, 2022	Oral Interviews (conducted at Town's discretion)
April 12, 2022	Contract awarded by Town Council

**B. Audit Schedule**

The planning phase of the audit engagement may commence upon award by Town Council and execution of the contract. The auditor will provide the Town with an audit plan and list of required documents at least two weeks prior to the beginning of fieldwork. The Town plans to have the books closed and all agreed upon schedules available for the auditors by November 1<sup>st</sup> each year.

**C. Date Reports Are Due**

The auditor shall provide all drafts and recommendations for improvements to the Town Manager and the Finance Director within a reasonable time period after the last day of fieldwork. The auditor should be available for any meetings that may be necessary to discuss the draft audit reports. Once all issues of discussion are resolved, the completed financial statements, Single Audit report and other reports shall be delivered to the Finance Director. It is anticipated that this process will be completed and the final products to be delivered by December 31<sup>st</sup> each year.

**V. PROPOSAL REQUIREMENTS**

**A. General Requirements**

1. Inquiries concerning the Request for Proposals and the subject of the Request for Proposals must be made to:

Ross Gilb  
Finance Director/Town Treasurer  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291 x 119  
rgilb@townofparadise.com

**CONTACT WITH PERSONNEL OF THE TOWN OTHER THAN THE ABOVE REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

2. Three (3) copies of the Proposal shall be received by the office of the Town Clerk of the Town of Paradise by 4:00 p.m. on March 21, 2022 for a proposal to be considered. The Proposal should address the items listed in sections B below.

The Proposal should be addressed as follows:

**“Auditing Services Proposal”  
Town of Paradise  
Attn: Town Clerk  
5555 Skyway  
Paradise, CA 95969**

**B. Proposal Content**

1. Title Page

Show the request for proposal subject; the firm’s name; the name, address, telephone number, and email address of the contact person; and the date of the proposal.

2. Table of Contents

Identify the materials submitted by section and page number.

3. Signed Transmittal Letter

Briefly state the Proposer’s understanding of the work to be done; the commitment to perform the work within the time period; a statement why the firm believes itself to be best qualified to perform the engagement; and signed by the person authorized to represent the audit firm.

#### 4. Contents of Proposal

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firm seeking to undertake an independent audit of the Town in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than the form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The proposal should address all points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this request for proposals. While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

a) License to Practice in California

An affirmative statement should be included verifying the firm and all assigned key professional staff are properly licensed to practice in California.

b) Independence

The firm should provide an affirmative statement that it is independent of the Town of Paradise as defined by auditing standards generally accepted in the United States of America and the General Accounting Office's *Government Auditing Standards*.

c) Firm Qualifications and Experience

To qualify the firm must have experience in governmental audits of cities in the State of California, as well as experience with preparation of annual financial statements.

- (1) State whether your audit organization is national, regional, or local and indicate the location of the office that has responsibility for the audit.
- (2) Indicate the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. Staff consistency is an important consideration.
- (3) Describe specialized services that the firm has provided for municipalities, such as transient occupancy tax audits, franchise fee audits, and/or management consulting services.
- (4) Provide a list of all current municipal clients.
- (5) Submit a copy of the report on its most recent external quality control review (peer review). Include a statement whether that quality control

review included a review of specific government engagements (required by Government Auditing Standards).

- (6) Provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with State regulatory bodies or professional organizations.
- (7) Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to this engagement. Include resumes, indicating whether each such person is registered or licensed to practice as a certified public account in California. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past (3) three years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Town. However, in either case, the Town retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the Proposer provided that replacements have substantially the same or better qualifications or experience.

- (8) Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five (5) years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. Information should be provided regarding clients that the firm serves that have received the CSMFO and GFOA awards.

The Town reserves the right to contact any or all of the listed references regarding the audit services performed by the proposer. In addition, the Town reserves the right to contact clients who are not listed as references.

(9) Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the required services as stated within this request for proposals. In developing the work plan, reference should be made to such sources of information as Town of Paradise's budget and related materials, organizational charts, manuals, programs, and financial and other management information systems. Proposers will be required to provide the following information on their audit approach:

- (a) Proposed segmentation for the engagement;
- (b) Level of staff and number of hours to be assigned to each proposed segment of the engagement;
- (c) Sample size and the extent to which statistical sampling is to be used in this engagement;
- (d) Extent of use of electronic data processing software in this engagement;
- (e) Type and extent of analytical procedures to be used in this engagement;
- (f) Approach to be taken to gain and document an understanding of the Town's internal control structure;
- (g) Approach to be taken in determining laws and regulations that will be subject to audit test work; and
- (h) Approach to be taken in drawing audit samples for purposes of tests of compliance.

(10) Fees for Service

The proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to contain all direct and indirect costs including all out-of-pocket expenses.

The Town will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.



The cost portion of the proposal should be submitted in the format provided in Attachment A, "AUDIT WORK COST PROPOSAL FORM" and Attachment B, "ESTIMATE OF COST."

## **VI. EVALUATION PROCEDURES**

Proposals will be evaluated in two phases. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria, which will be considered during the evaluation process.

### **A. Mandatory Criteria**

1. The audit firm is independent and licensed to practice in California. The firm has no conflict of interest with regard to any of the work performed by the firm for the Town.
2. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.
3. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

### **B. Selection Criteria**

1. The firm's past experience and performance on comparable government engagements.
2. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
3. Adequacy of proposed staffing plan for various segments of the engagement.
4. Thoroughness of approach to conducting the audit of the Town and demonstration of the understanding of the objectives and scope of the audit.
5. Commitment to timeliness in the conduct of the audit.
6. Maximum fees to conduct the audit.

**Attachment A**

**AUDIT WORK COST PROPOSAL FORM**

<b>Service</b>	<b>2021/2022</b>	<b>2022/2023</b>	<b>2023/2024</b>
Town Audit and Related Reports	\$	\$	\$
GANN Limit Review Report	\$	\$	\$
Single Audit and Related Reports	\$	\$	\$
Annual State Controller Reports (not including Annual Street Report)	\$	\$	\$
Total for Fiscal Year (not-to exceed)	\$	\$	\$

**Attachment B**

**ESTIMATE OF COST**

Name of Firm:

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Address:

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Contact Name:

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Contact Phone #: \_\_\_\_\_ Fax \_\_\_\_\_

Contact Email:

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**Auditor's Standard Billing Rates**

<b>Auditors Standard Hourly Billing Rates</b>			
<b>POSITION</b>	<b>2021/2022</b>	<b>2022/2023</b>	<b>2023/2024</b>
<b>Partner</b>	\$	\$	\$
<b>Manager</b>	\$	\$	\$
<b>Senior Accountant</b>	\$	\$	\$
<b>Staff Accountant</b>	\$	\$	\$
<b>Clerical</b>	\$	\$	\$

**Proposal for  
Professional Auditing Services**



For the Fiscal Years Ended  
June 30, 2022, 2023 and 2024  
(With the Option to Extend for June 30, 2025 and 2026)

**CONTACT PERSONS:**

**Ingrid Sheipline, Managing Partner**

isheipline@richardsoncpas.com

**Brian Nash, Partner**

bnash@richardsoncpas.com



550 Howe Avenue, Suite 210  
Sacramento, California 95825  
Phone: (916) 564-8727  
Fax: (916) 564-8728

March 21, 2022



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550 Howe Avenue, Suite 210  
Sacramento, California 95825

Telephone: (916) 564-8727  
FAX: (916) 564-8728

March 21, 2022

Town of Paradise  
5555 Skyway  
Paradise, California 95969

Thank you for your interest in our firm and the opportunity to present our proposal to serve the **Town of Paradise** (the Town). We are genuinely enthusiastic about the prospect of serving you because auditing towns/cities with their unique reporting requirements has developed into one of our firm's major areas of expertise. If given the opportunity, you can be sure that we would serve the Town with great care and pride.

## **OUR PROFILE AND COMMITMENT TO QUALITY**

Richardson & Company, LLP is a regional certified public accounting firm established in 1991 and located in Sacramento. We have a total staff of thirty, including thirteen CPAs. Our governmental audit staff totals twenty-five, all of which are located in Sacramento. We are among the top 25 largest accounting firms operating in the Sacramento area. Our firm is a member of the Government Audit Quality Center of the AICPA. We are a certified Disadvantaged Business Enterprise with the California Department of General Services and a certified Woman-owned Business Enterprise with Caltrans. We provide audit, accounting, tax and business advisory services to numerous entities, including governmental entities, nonprofits, financial institutions, real estate partnerships, a magazine circulation audit, the largest water district in the world located in Los Angeles and other clients primarily located in northern California.

We are a member of the Center for Audit Quality of the American Institute of Certified Public Accountants (AICPA) and participate in the AICPA National Peer Review Program. We are registered with the Public Company Accounting Oversight Board (PCAOB) created by the Sarbanes-Oxley Act to inspect firms that audit SEC registrants. All firms that join the Center for Audit Quality agree to adhere to published quality control standards and submit to peer reviews and PCAOB inspections of their practice every three years. We have passed all ten peer reviews and three PCAOB inspections of our practice.

## **OUR UNDERSTANDING OF THE SERVICES TO BE PERFORMED**

We will audit and express an opinion on the fair presentation of the Town's financial statements in conformity with generally accepted accounting principles and *Government Auditing Standards* for the years ending June 30, 2022, 2023 and 2024, with an option to extend for two subsequent years. We will also prepare the financial statements, including printing and binding. In conjunction with our audit, we will also issue a report on internal controls and compliance, a management report and auditor's communication letter. Our audits will include testing of compliance with Proposition 111, Article XIII.B – "Gann Limit". If the Town has met the





federal funds threshold, we will test compliance with the Single Audit Act as amended in 1996 and the provisions of the Title 2 U.S. Code of Federal Regulations Part 2000, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and prepare the Single Audit Reports. The audits will be conducted in accordance with generally accepted auditing standards, the standards set forth for financial audits contained in *Government Auditing Standards* (1994) issued by the Comptroller General of the United States as revised. We will also prepare the annual report to the State Controller's Office.

## **OUR COMMITMENT TO PERFORM TIMELY SERVICES**

We have the technical expertise, engagement management skills and staffing resources sufficient to provide you with excellent service and ensure that your reporting deadlines are met. We have consistently planned, scheduled and conducted our audits of the organizations we serve in an efficient and effective manner in order to meet their reporting deadlines.

You have indicated that preparations for the audit will be completed by mid-December, and we are committed to perform the services required at that date. To ensure meeting your reporting deadlines, we will begin our preliminary planning in the May/June timeframe and will perform interim fieldwork in July. We will commence year-end fieldwork in early to mid-December or at such time as the books have been closed and all documents and analyses have been completed. We will provide you with a detailed audit plan and list of documents and analyses needed for fieldwork no later than one month in advance of our fieldwork date. If fieldwork commences in December, we will have the audit completed by the end of January. If fieldwork commences by November 1, we will have the audit completed by December 31. We will provide the Town with the priority and timely service it deserves.

From time to time our clients may need to contact us to ask questions or discuss accounting issues and other matters. We are available through the year to answer questions and encourage our clients to ask questions as the issues surface. We are timely and responsive to our clients' questions and requests for information. We have established a reputation with our clients for quality service, timeliness and professionalism. Accordingly, we have included some of these entities as references in this proposal and we encourage you to contact them.

## **OUR EXTENSIVE EXPERIENCE WITH LOCAL GOVERNMENTS**

In any service organization, it is the people who make the difference. All of our staff have extensive experience auditing governmental entities, including numerous cities. Our team members know and understand the challenges and opportunities confronting governmental entities and our team consists of professionals who have proven their ability to provide auditing and other services to cities and special districts. We have provided audit services to most of the cities in the Sacramento area including the Cities of West Sacramento, Chico, American Canyon, Sonoma, Marysville, Ione, Isleton, Rocklin, Elk Grove, Lincoln, Sutter Creek, Colfax, Dixon, Folsom, Biggs, Colusa and the Town of Loomis. We have also audited the Transportation Development Act (TDA) funds of the various cities and counties in Sacramento, Yolo, Yuba, Sutter, El Dorado, Placer, Butte, Amador, Calaveras and San Joaquin counties. We have audited the Town of Paradise's Transportation and Transit Funds as part of our audit of the Butte County Association of Governments. We have performed numerous audits of special districts with similar reporting requirements as the Town, which are conducted in accordance with generally accepted auditing standards. We have extensive experience with preparation of State Controller's Reports, Single Audit Act procedures and reports, letters to underwriters (comfort letters) and preparation and review of Annual Comprehensive Financial Reports (ACFRs) for compliance



with the GFOA’s preparer’s checklist in order to receive the Certificate of Achievement for Excellence in Financial Reporting. Having provided all of these services for governmental entities makes us exceptionally well qualified to provide the services you currently request and to provide you with additional services should you request them in the future.

## **WHY WE ARE BEST QUALIFIED**

Richardson & Company, LLP is the best qualified to perform the auditing services required by the Town for the following reasons:

- We have extensive history in providing high-quality audits to cities and other governmental agencies, as previously discussed.
- Our firm uses more experienced staff to actually perform the work than is typical of larger and other firms. If our firm is selected, we plan to have managers and above spend a significant percentage of our total audit time. While larger and other firms may be able to demonstrate significant amounts of experience in the areas of expertise needed to provide the services you require, the specific individuals they actually assign to your engagement may not have the specific experience you need like the team of accountants we will assign to your engagement. The use of more experienced staff will also ensure you will receive quality services. The manager will work on-site during the duration of the audit fieldwork and will interact with your fiscal personnel during the audit, as well the other staff assigned to the audit. The audit partner will also spend time on site and will take a “hands on” approach to the engagement.
- We have a thorough audit approach that focuses on substantive testing of the Town’s accounts. Some firms provide lower cost audits by performing mostly analytical review procedures and the evaluation of internal controls instead of performing substantive testing of account balances. Our thorough approach ensures material misstatements are detected, which should provide a level of comfort to management and the Town Council.

\* \* \* \* \*

This proposal summarizes the key reasons why you will benefit from selecting us as your accountants as well as the background and resources of our firm, the experience and qualifications of the people who will work with you, the scope of services to be provided and our fee estimate. We are a solution to the need for high quality services priced at a reasonable cost and are an excellent alternative to large national and regional firms because of the expertise we gained as a result of our past international Big-Four firm experience and due to our firm’s proven ability to serve our government and other clientele. You will receive quality, thorough and timely service from us. If given the opportunity, we are confident in our ability to meet and exceed your expectations. We believe that selecting us as your auditors would be the best decision you could make.



If you have questions, please contact Mr. Brian Nash, Partner, or me by telephone (916) 564-8727, fax (916) 564-8728, correspondence addressed to 550 Howe Avenue, Suite 210, Sacramento, California 95825 or email sent to [bnash@richardsoncpas.com](mailto:bnash@richardsoncpas.com) or [isheipline@richardsoncpas.com](mailto:isheipline@richardsoncpas.com). Both of us are authorized to make representations for and to bind the firm.

Very truly yours,

RICHARDSON & COMPANY, LLP



Ingrid M. Sheipline, CPA  
Managing Partner



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## FIRM QUALIFICATIONS AND EXPERIENCE

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### License to Practice in California

Richardson & Company, LLP and all assigned key professional staff are properly licensed to practice in the State of California.

### Independence

The firm is independent of the Town as defined by generally accepted auditing standards and U.S. General Accounting Office's *Government Auditing Standards*. The firm has no conflict of interest related to the Town. We do have an indirect professional relationship with the Town through our contract with the Butte County Association of Governments whereby we audit the Town's Transportation Development Act Funds received and expended, but this relationship does not create an independence issue.

### Introduction to Our Firm

Richardson & Company, LLP (successor to Richardson & Company) is a regional CPA firm. Richardson & Company, LLP is one of the top 25 firms operating in the Sacramento area since 1991. We have a staff of thirty, including thirteen CPAs. We anticipate the total number of employees assigned to the Town's audit on a full-time basis to be five, including the partner, senior manager and two to three senior or staff accountants. No part-time or subcontracted staff will be utilized. We are a certified Micro-Small Business Enterprise by the California Department of General Services and a certified Disadvantage Business Enterprise and Woman-owned Business Enterprise by CalTrans. We provide audit services to governmental entities (cities, water and fire districts, other special districts, regional transportation planning agencies, Transportation Development Act funding recipients and joint powers authorities), nonprofit organizations, financial institutions and bank holding companies, a Securities and Exchange Commission (SEC) registrant, real estate partnerships, a magazine circulation audit and others. We have provided audit services to most of the cities located within the greater Sacramento region, large water and fire special districts such as the Sacramento Suburban Water District and the Sacramento Metropolitan Fire District and several transportation planning agencies including the Sacramento Area, El Dorado, Placer, Amador, Calaveras, Butte, Lassen and San Joaquin Councils of Governments and their city and county funding recipients. We perform Single Audit Act and compliance audits for both governmental and nonprofit entities. We provide tax services to our audit clients requiring those services.

### Government Auditing Experience

Key personnel in our firm began their careers with Ernst & Young LLP serving governmental entities and other clients. Since leaving the international CPA firm of Ernst & Young LLP, Joe Richardson (deceased), the founder of Richardson & Company, Ingrid Sheipline, Brian Nash and their team have built a practice oriented toward providing services equal in caliber to those provided by firms operating on a national level. We believe we have the expertise in the governmental field to ensure high-quality service. The following is a list of governmental and governmental-affiliated entities we are currently serving or have served:

#### Cities:

- City of Colfax (audit of basic financial statements (BFS), Transportation Development Act (TDA) Fund, federal grant compliance auditing under the Single Audit Act and preparation of State Controller's Report)



- City of Marysville (audit of BFS, TDA Fund, Community Development Agency, Levee District and federal grant compliance auditing under the Single Audit Act)
- City of Ione (audit of BFS)
- City of Isleton (audit of BFS and TDA Fund)
- City of West Sacramento (audit of BFS, award-winning Annual Comprehensive Financial Report (ACFR), TDA Fund, Redevelopment Agency and Successor Agency, Flood Control Agency and federal grant compliance auditing under the Single Audit Act)
- City of Sonoma (audit of BFS and Successor Agency and preparation of State Controller's Report)
- City of American Canyon and American Canyon Fire District (audit of BFS, award-winning ACFR, TDA Fund and preparation of State Controller's Report)
- City of Citrus Heights (audit of BFS, award-winning ACFR, TDA Fund, federal grant compliance auditing under the Single Audit Act and preparation of State Controller's Report)
- City of Chico (audit of BFS, award-winning ACFR, Redevelopment Agency and Successor Agency, Public Financing Authority, Joint Powers Authority, TDA Fund and federal grant compliance auditing under the Single Audit Act)
- City of Elk Grove (audit of BFS, award-winning ACFR, TDA Fund and federal grant compliance auditing under the Single Audit Act)
- City of Sutter Creek (audit of BFS and federal grant compliance auditing under the Single Audit Act)
- City of Lincoln (audit of BFS, Redevelopment Agency, Public Financing Authority, TDA Fund and federal grant compliance auditing under the Single Audit Act)
- City of Marysville (audit of BFS, TDA Fund, Community Development Agency, Levee District and federal grant compliance auditing under the Single Audit Act)
- City of Rocklin (audit of BFS, Redevelopment Agency, Public Financing Authority and TDA Fund)
- City of Dixon (audit of BFS, Annual Report, Redevelopment Agency, Public Financing Authority, TDA Fund and federal grant compliance auditing under the Single Audit Act)
- City of Folsom (audit of BFS, Redevelopment Agency, TDA Fund and an award-winning ACFR)
- City of Biggs (audit of BFS and TDA Fund)
- City of Colusa (audit of BFS and federal grant compliance auditing under the Single Audit Act)
- City of Rancho Cordova (audit of BFS, ACFR, TDA Fund and preparation of State Controller's Report)
- Town of Loomis (audit of BFS and TDA Fund)
- City of Napa and City of Marysville AB 1484 Successor Agency compliance agreed-upon procedures
- Local Transportation Funds of the Counties of Sacramento, Sutter, Yolo and Yuba (compliance auditing)



- Sacramento County State Transit Assistance Fund (compliance auditing)
- Counties of Sacramento, Sutter Yolo and Yuba Transportation Development Act Funds
- Cities of Folsom, Rancho Cordova, Galt, Isleton, Sacramento, Davis, Live Oak, Yuba City, Marysville, Wheatland, West Sacramento, Winters and Woodland Transportation Development Act Funds (compliance auditing)
- El Dorado County and City of Placerville Transportation Development Act Funds (compliance auditing)
- El Dorado County Local Transportation and State Transit Assistance Funds (compliance auditing)
- County of Placer and Cities of Roseville, Lincoln, Auburn, Loomis and Colfax Transportation Development Act Funds (compliance auditing)
- County of Butte and Cities of Biggs, Oroville, Gridley, Chico and Paradise (compliance auditing)
- Cities of Escalon, Lodi, Manteca, Lathrop, Ripon and Tracy and County of San Joaquin Transportation Development Act Funds (compliance auditing)

Special Districts:

- Consumnes (formerly Elk Grove) Community Services District (audit of BFS and an award-winning ACFR)
- Butte County Association of Governments (audit of BFS and federal grant compliance auditing under the Single Audit Act)
- Mountain House Community Services District (audit of BFS and award-winning ACFR)
- El Dorado Hills Community Services District (audit of BFS, and award-winning ACFR)
- Rancho Murieta Community Services District (audit of BFS)
- Sacramento Metropolitan Fire District (audit of BFS, award-winning ACFR and federal grant compliance auditing under the Single Audit Act and other special work)
- California Exposition & State Fair (audit of BFS)
- Sacramento Public Library Authority (audit of BFS)
- Sacramento Metropolitan Cable Television Commission (audit of BFS and preparation of State Controller's Report)
- Sacramento Transportation Authority (audit of BFS and an award-winning ACFR)
- Auburn Area Recreation and Park District (audit of BFS and preparation of State Controller's Report)
- El Dorado Hills Fire Department (audit of BFS)
- Nevada County Consolidated Fire District (audit of BFS and preparation of State Controller's Report)
- El Dorado County Emergency Services Authority (audit of BFS)
- Cal Tahoe Emergency Services Authority (audit of BFS)
- Herald Fire Protection District (audit of BFS)
- Pacific Fruitridge Fire Protection District (audit of BFS)



- Wilton Fire Protection District (audit of BFS)
- Rescue Fire Protection District (audit of BFS)
- Stanislaus Consolidated Fire Protection District (audit of BFS and preparation of State Controller's Report)
- Amador Water Agency (audit of BFS and preparation of State Controller's Report)
- Carmichael Water District (audit of BFS award-winning ACFR and preparation of State Controller's Report)
- Fair Oaks Water District (audit of BFS, award-winning ACFR and other special work)
- Sacramento Suburban Water District (audit of BFS, award-winning Annual Report and other special work)
- Reclamation District 2035 (audit of BFS and preparation of State Controller's Report)
- San Luis and Delta-Mendota Water Authority (audit of BFS)
- California Fire Rescue Training Authority (audit of BFS)
- Glenn-Colusa Irrigation District (audit of BFS)
- Calaveras County Water District (audit of BFS, single audit and preparation of State Controller's Report)
- Nevada Irrigation District (audit of BFS, an award-winning ACFR and preparation of State Controller's Report)
- Yolo-Solano Air Quality Management District (audit of BFS and preparation of State Controller's Report)
- San Juan Water District (audit of BFS, award-winning ACFR and State Controller's Report)
- Sacramento Regional Fire/EMS Communication System (audit of BFS and ACFR)
- Amador Transit (audit of BFS and federal grant compliance auditing under the Single Audit Act)
- Amador County Transportation Commission (audit of BFS)
- Citrus Heights Water District (audit of BFS and preparation of State Controller's Report)
- El Dorado Irrigation District (audit of BFS, an award-winning ACFR and single audit)
- South Feather Water and Power (audit of BFS and single audit)
- Tri-Dam Project and Tri-Dam Power Authority (audit of BFS and preparation of State Controller's Report)
- Florin Resource Conservation District (includes Elk Grove Water District) (audit of BFS and award-winning ACFR)
- South San Joaquin Irrigation District (audit of BFS and federal grant compliance auditing under the Single Audit Act)
- Oakdale Irrigation District (audit of BFS and ACFR)
- Tuolumne Utilities District (audit of BFS and preparation of State Controller's Report)
- Merced Irrigation District (audit of BFS and preparation of State Controller's Report)



- Solano County Water Agency (audit of BFS and State Controller’s Report)
- Yuba County Water Agency (audit of BFS)
- Del Paso Manor Water District (audit of BFS)
- South Sutter Water District (audit of BFS)
- Yolo County Local Agency Formation Commission (audit of BFS)
- American River Flood Control District (audit of BFS)
- Rio Linda/Elverta Community Water District (audit of BFS)
- South Yuba Water District (audit of BFS and preparation of State Controller’s Report)
- Yolo County Flood Control and Water Conservation District (audit of BFS)
- Yolo Subbasin Groundwater Agency (audit of BFS)
- Yolo Emergency Communications Agency (audit of BFS)
- California Pollution Control Financing Authority (audit of BFS)
- State Water Project Contractors Authority (audit of BFS and preparation of State Controller’s Report)
- El Dorado County Transportation Commission (audit of BFS and preparation of State Controller’s Report)
- El Dorado County Transit Authority (audit of BFS and federal grant compliance auditing under the Single Audit Act)
- Placer County Transportation Planning Agency (audit of BFS and preparation of State Controller’s Report)
- Lassen County Transportation Commission (audit of BFS)
- Lassen Transit Services Agency (audit of BFS)
- Transport System of the University of California at Davis (audit of BFS, preparation of State Controller’s Report and federal grant compliance auditing under the Single Audit Act)
- Sacramento Area Council of Governments (compliance auditing)
- Yuba-Sutter Transit Authority (audit of BFS and federal grant compliance auditing under the Single Audit Act)
- Yolo County Transportation District (audit of BFS and federal grant compliance auditing under the Single Audit Act)
- Paratransit, Inc. (audit of BFS and federal grant compliance auditing)
- Marin County Transit District (audit of BFS and federal grant compliance auditing under the Single Audit Act)
- Calaveras Council of Governments (audit of BFS)
- Regional Water Authority (audit of BFS)
- Sacramento Groundwater Authority (audit of BFS)
- Delta Conveyance Finance Authority (audit of BFS)





- Courtland Fire Protection District (audit of BFS and federal grant compliance auditing under the Single Audit Act)
- California State Assistance Fund for Enterprise, Business and Industrial Development (audit of BFS and federal grant compliance auditing under the Single Audit Act)
- San Joaquin Council of Governments (audit of BFS, award-winning Annual Report and federal grant compliance under the Single Audit Act)
- San Joaquin County Local Transportation Fund and State Transit Assistance Fund (compliance auditing)
- San Joaquin Regional Transit District (compliance auditing)

Other Governmental Entities:

- Association of California Healthcare Districts - The Alpha Fund (workers compensation risk pool for rural hospitals) (audit of BFS and State Controller's Report)
- Funds and accounts of the California Department of Water Resources on behalf of a large Southern California water agency, including special analyses and projects related to its contract with the State
- Funds and accounts of the U.S. Bureau of Reclamation (USBR) on behalf of the Central Valley Project Water Association and various water districts including Santa Clara Valley Water District, East Bay Municipal Utility District, Contra Costa Water District, Sacramento Municipal Utility District and Placer County Water Agency

The services we provide to our government and other clients prove that we have the ability to provide the services that the Town requires. Examples of these services include the following:

- We have provided the Cities of West Sacramento, Elk Grove, Chico, American Canyon, Citrus Heights, Folsom, Rancho Cordova and Dixon and the Cosumnes Community Services District, Sacramento Metropolitan Fire District, Sacramento Transportation Authority, Fair Oaks Water District, Oakdale Irrigation District, Florin Resource Conservation District, San Juan Water District and San Joaquin Council of Governments with extensive assistance in the preparation of their Annual Report, including the first ACFR the City of Rancho Cordova, Sacramento Metropolitan Fire District, Florin Resource Conservation District, Consumes Community Services District and San Joaquin Council of Governments had ever prepared.
- We have provided federal compliance auditing services to numerous entities, including the Cities of Elk Grove, Chico, Colfax, West Sacramento, Citrus Heights, Marysville, American Canyon and Colusa, Butte County Association of Governments, El Dorado Irrigation District, Yolo County Transportation District, El Dorado County Transit Authority, Marin County Transit District, Courtland Fire Protection District, Yuba-Sutter Transit Authority, the Transport System of the University of Davis and Paratransit and to several nonprofit organizations receiving federal grants that must also comply with *Government Auditing Standards* and the Single Audit Act, which are the same standards that apply to the Town.
- We conduct the audits of the basic financial statements of numerous special districts, including water and fire districts. Our experience performing these audits of basic and special purpose governmental financial statements has made us thoroughly familiar with the application of generally accepted governmental accounting principles. The financial statements also follow GASB 34 requirements, the same as for cities.



In addition, our key team members have gained extensive governmental accounting and auditing experience in their previous positions with Ernst & Young LLP, including the following:

- Provided auditing services to numerous state and local government units that face the same unique governmental accounting and auditing aspects as the Town such as multifund structure, extensive reporting requirements, basis of accounting, and budgetary and other legal compliance requirements. These entities include the California Department of Water Resources Enterprise Fund, Sacramento County, Solano County Private Industry Council, City of Woodland, City of Lodi and California Housing Finance Agency. The audits of Sacramento County and City of Woodland also involved the preparation of award-winning Annual Reports.
- Established an audit approach for testing for compliance with federal, state and local grant requirements, including application of the Single Audit Act, for Sacramento County, City of Lodi and California Housing Finance Agency.

### **Quality Control and Peer Review**

We are a member of the Center for Audit Quality of the American Institute of Certified Public Accountants (AICPA) and participate in the AICPA National Peer Review Program. We are registered with the Public Company Accounting Oversight Board (PCAOB) created by the Sarbanes-Oxley Act to inspect firms that audit SEC registrants. All firms that join the Center for Audit Quality agree to adhere to published quality control standards and submit to peer reviews and inspections of their practice every three years. We have passed all ten of our peer reviews with a “clean opinion” and three PCAOB inspections. The ten peer reviews cover the entire period our firm has been in existence. Our latest peer review is attached. All of our peer reviews have included the review of specific government engagements.

The quality control policies for our auditing practice are described in detail in our firm’s Quality Control Document. All employees and members of our firm are provided with a copy of our Quality Control Document and are responsible for understanding, implementing and adhering to these policies and procedures. Our policies and procedures cover each of the following six elements of quality control: 1) Leadership, 2) Relevant Ethical Requirements, 3) Acceptance and Continuance of Clients and Engagements, 4) Human Resources, 5) Engagement Performance and 6) Monitoring. The adequacy of our quality control system and our compliance with that system are independently evaluated every three years through a peer review.

We also demonstrate our commitment to providing quality service in many other ways, including:

- Organizing, staffing, and managing engagements to provide for appropriate levels of technical competence, experience, supervision and review.
- Undertaking quality control reviews of selected engagements to assure compliance with professional standards.
- Recognizing our obligation to the public as well as to our clients.
- Conducting engagements in accordance with clients whose concern for reputation and integrity is similar to our own.
- Promoting the growth of our firm primarily by referrals from existing clients satisfied with the quality of our services.



In addition to excellent peer review and inspection results, other examples of our commitment to quality include:

- Assisting numerous governmental entities with receiving the Certificate of Excellence in Financial Reporting awarded by the Government Finance Officers Association, including five that received the award on the first attempt.
- Engaging a nationally recognized accounting consultant who has authored several accounting and reporting manuals, including those dealing with SEC matters, as technical support for our firm in addition to the support customarily available through the American Institute and California Society of CPAs.
- Engaging a partner and Director of Audit and Banking Practices for a large midwestern firm to serve as the concurring reviewer for our SEC registrant bank as well as providing consultation with respect to audit and accounting issues for other clients. He has extensive experience auditing banks and public companies as result of more than twenty years with Ernst & Young, KPMG and his current firm.
- Auditing the California Department of Water Resources on behalf of a large Southern California water agency for the past thirty years, including twelve years while key personnel in our firm were with Ernst & Young. The Agency is a consortium of twenty-six cities and water districts serving nearly nineteen million people in the Los Angeles and San Diego areas. It is the largest water district in the world. This large, complex audit of the multi-billion dollar State Water Project managed by the California Department of Water Resources is on a scale and nature as to rarely be performed by other than “Big Four” international CPA firms.
- Performing several special investigative audits for governmental special districts that have received extensive statewide news media attention. Being selected several times to conduct this special audit work demonstrates that our firm has the resources and expertise to successfully complete difficult, unusual auditing projects in a timely manner. Our investigations discovered several problems and our audit results were made public by the districts involved. The FBI, IRS and district attorney’s office subpoenaed our workpapers to assist them with their investigations. We have testified in federal court and given depositions related to this work which, in certain cases, resulted in managers and assistants serving federal prison sentences.
- Preparing audited financial statements and other information for inclusion in several public offering documents reviewed by the SEC and other CPA firms, including Big Four firms, with minimal insignificant changes.
- Preparing audited financial statements reviewed by the State Board of Accountancy without change.

### **Federal/State Reviews**

Our firm has not been the subject of any federal or state desk or field reviews of its audits during the past three years or ever. The firm is not currently or has not previously been the subject of any disciplinary actions with State regulatory bodies or professional organizations.



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## QUALIFICATIONS AND EXPERIENCE OF OUR KEY PERSONNEL

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### Employee Profiles

We have the personnel with the necessary professional qualifications and technical ability to provide you with the quality service you are looking for. We will commit and maintain staffing, both number and level needed, to successfully conclude this engagement. As you can see from the resumes of our key personnel, we have developed the proficiency in the accounting principles and standards and governmental and grant compliance auditing to ensure you will receive quality work. Our firm philosophy centers around our commitment to the highest level of quality service - delivered by quality people. We have a history of providing technical excellence through teamwork responsive to clients' needs and expectations. Our commitment to quality results in satisfying the needs of our clients by providing value-added services and attracting and retaining clients of the highest caliber.

Our key audit executives will participate heavily in the audit of the Town. This assures the Town will receive a quality audit managed and executed on-site by seasoned professionals, knowledgeable of the government industry. We believe the quality of our services exceeds that of national and other large firms because our audit team uses more experienced professionals to actually perform the work and our experience serving large clients makes us compare favorably to any smaller firm. National and other firms typically rely heavily on senior and staff accountants to perform audit fieldwork with minimal on-site direction from partners or managers. We will have at least one manager in the field during fieldwork to directly supervise staff and the audit partner will be heavily involved in the audits as well. Richardson & Company, LLP and all assigned key professional staff are properly licensed to practice in the State of California. The following resumes outline the qualifications and experience of our key team members.

#### Ingrid M. Shepline, CPA (Managing Partner and Audit Partner)

Ingrid serves as our Managing Partner and would be the Town's audit partner. She would have overall responsibility for planning, directing and coordinating our services for you. Formerly an audit manager with Ernst & Young LLP, she is a Certified Public Accountant with over thirty-six years of experience. Ingrid has supervised and conducted the fieldwork for a variety of clients including cities, governmental entities, nonprofit organizations, banks, insurance agencies, manufacturers and distributors. While with Ernst & Young LLP, she specialized in governmental entities and grant compliance auditing, and has attended or taught numerous governmental education seminars. She is currently serving or has served almost all of the previously mentioned governmental entities, including the cities of Colfax, Sonoma, American Canyon, Marysville, Sutter Creek, Colusa, Rancho Cordova and Biggs, as well as the Town of Paradise Transportation audit performed on behalf of BCAG. She has worked with a number of governmental entities that prepare ACFR's including the City of American Canyon, Sacramento Metropolitan Fire District, City of Chico, Sacramento Transportation Authority, Nevada Irrigation District, San Juan Water District and others.

Ingrid has a Bachelor of Science degree in accounting with honors from California State University, Sacramento. She is a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants, having served on the Board of Directors of the Society's Sacramento Chapter and as a member of the Government and Nonprofit Committee.



### Brian Nash, CPA (Partner and Concurring Reviewer)

Brian is a partner with our firm and would serve as a second, additional or concurring reviewer, if needed. He is a Certified Public Accountant with twenty-nine years of professional accounting and auditing experience. Brian has served as audit partner for numerous cities, including Cities of West Sacramento, Citrus Heights, Elk Grove, American Canyon, Folsom and Dixon and has served as audit manager for the Cities of Colusa, Rancho Cordova, Marysville and Biggs. He has prepared ACFRs for a number of cities and special districts. He has provided service to a variety of clients, including cities, governmental entities, nonprofits, banks and water agencies. Brian received a Bachelor of Science degree in accounting with honors from California State University, Sacramento. He is a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants.

### David Chiaravalloti, CPA (Audit Senior Manager)

David, a senior audit manager with our firm, will organize, conduct, review and evaluate field work and will be responsible for the planning and report preparation and review under the direction of Ingrid. He would work on-site for the entire duration of the fieldwork. He has extensive experience auditing cities and other governmental entities with Richardson & Company, LLP and another CPA firm. He has managed the audits of the cities of West Sacramento, Citrus Heights, Sonoma, Ione, Chico, Elk Grove, Lincoln, Mountain House Community Services District, El Dorado Hills Community Services District and many other special districts, including those that prepare ACFRs. He has twenty-one years of professional experience, including eighteen years with our firm. David received a Bachelor of Science degree in accounting from California State University, Sacramento.

### Other Staff

We would assign senior and staff accountants as needed to the engagement with experience working on cities and governmental audits, since everyone in our firm is required to work on a portion of our previously mentioned audits. Because of the extensive amount of government auditing we perform, all staff attend continuing professional education related to government accounting and auditing.

### **Our Commitment to Staffing Continuity**

Richardson & Company, LLP has proven its ability to attract and retain an excellent professional staff to serve our clients and meet our commitments. We currently have twenty-six professional staff, including thirteen CPAs, and four administrative staff. In addition, while national and other firms have high staff turnover rates, which makes it difficult to provide staffing continuity from year to year, our firm has experienced a very low turnover rate. Accordingly, we commit to maintaining a staffing level sufficient in size and experience to successfully complete the audit each year. We consider staffing to be of the utmost importance because of its significant impact on our ability to provide you with outstanding service. We have consistently demonstrated our firm's ability to recruit, train and maintain a quality staff as evidenced by our excellent peer review results for the past thirty-one years and our ability to consistently attract and serve quality clients.

We will strive to maintain continuity of staff as long as the individuals are employed by the firm but should there be a need to replace a key staff member, the Town will have the right to approve or reject the replacement. Changes to other audit personnel will be with individuals with substantially the same or better qualifications or experience. We can ensure quality audit services even if there is staff turnover because we have senior level staff work on-site for the duration of the audit, providing assistance and supervision to junior staff. The Town would be a



priority client of the firm and we would ensure we provide the Town with experienced staff members in all aspects of the audit, including on-site fieldwork.

If selected as your auditors, Ingrid Shepline would have overall responsibility for our services for you. Ingrid would spend a substantial amount of time on site during the audit and will assist with the resolution of any issues. Ingrid would work closely with Dave to ensure they have all the resources necessary to provide the Ingrid with excellent service.

### **Governmental Continuing Professional Education**

Our firm regularly attends courses on government accounting and auditing issues and grant compliance auditing and is represented at the California Society of CPA's Sacramento Chapter of the Government Committee to stay abreast of current issues affecting the government industry. Consistent with *Government Auditing Standards*, each of our auditors that are responsible for planning, directing, conducting or reporting on any of our government-related audits completes 80 hours of continuing education and training every two years, including subjects directly related to the government environment and to grant compliance auditing. All personnel that will be assigned to your engagement team have attended governmental training programs. Our governmental training program consists of governmental courses offered by professional societies as well as subscription to a video training service that includes significant issues relating to governmental accounting standards and grant compliance presented by top government experts from throughout the country. We also provide internally developed classes addressing current accounting and auditing issues pertinent to our clients. Topics of these courses attended by each of the staff above over the past three years have included the following:

Annual Governmental Accounting and Auditing Conference	Yellow Book and Single Audit Update
Government Auditing Standards	Communicating Internal Control in Government Audits
Audit Risk Assessment Standards	GASB, New Standards
New Guidance: From Derivatives to OPEB	Government Fraud: Profiling & Prevention
Fraud: Exposures and Solutions	GASB's Lease Standard
Fraud Update	The Accounting Controls Guidebook
The Reporting Model - Revisiting GASB 34	Government Pension Accounting Standards
Audit Issues/Compliance Update	GASB's Defined Benefit Pension A&A Standards
Governmental Legal Update	Auditing Standards Update
Internal control and Fraud Detection	Government Audits: From Improper Payment to Change Agent
State and Local Government update on Legislation	How the New "Risk-Based" Audits Will Affect You
Overview of GASB Proposals for Financial Statement Users	Pension Obligations: Improving Accounting & Financial Reporting
Where's GASB Headed With the Financial Reporting Model Project?	GASB: Continued Progress, Continued Issues
Employee Fraud	Scouting the Landscape of California Government Finance Today
Single Audit: Where's It Going	OPEB and New Accounting Standards GASB 75
Municipal Bonds & Municipal Finance: What's Going On?	Auditing, Assurance & Ethics Update for Governments
2018 Yellow Book: What You Need to Know	Leasing Standards (GASB 87) and Fiduciary Activities (GASB 84)
Government Auditing Standards and Single Audit Issues	2019 Yellowbook and Single Audit Update
Annual GASB Update	What the State Auditor Does
New Financial Reporting Model	Annual Required Government Audit Quality Center
Occupational Fraud and Abuse	
AICPA Standards Update	



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## SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT AGENCIES

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We have emphasized throughout our proposal that Richardson & Company, LLP provides quality service. Please feel free to contact any of these clients to confirm our ability to provide the type of services you are seeking.

Name of reference entity: City of West Sacramento, California

Name of principal contact, title: Nitish Sharma, former Budget Manager (now Consumnes CSD CAO)  
[nitishsharma@yourcsd.com](mailto:nitishsharma@yourcsd.com)

Address and phone number: 1110 West Capitol Avenue, 3rd Floor  
West Sacramento, California 95691  
(916) 617-4582

Services performed: Audit of the financial statements in accordance with generally accepted auditing standards, *Government Auditing Standards* and the Single Audit Act. Preparation of the Annual Comprehensive Financial Report for submission to the GFOA's certificate program. GFOA Certificate of Achievement was awarded. Audit includes the Port of Sacramento blended component unit, the Redevelopment Successor Agency, the West Sacramento Area Flood Control Agency and the Gann limit. We also perform Transportation Development Act compliance auditing.

Engagement Partner: Brian Nash

Total hours: 900 hours

Completion dates: Audits completed for the years ended June 30, 2005 through 2007 and 2013 through 2018.

\* \* \* \* \*

Name of reference entity: City of American Canyon, California

Name of principal contact, title: Lincoln Bogard, MAcc, CPA, CFE, Finance Director  
[lbogard@cityofamericancanyon.org](mailto:lbogard@cityofamericancanyon.org)

Address and phone number: 4381 Broadway, Suite 201  
American Canyon, California 95403  
(707) 647-4362

Services performed: Audit of the financial statements and Annual Report in accordance with generally accepted auditing standards, *Government Auditing Standards*. Preparation of the Annual Comprehensive Financial Report for submission to the GFOA's certificate program. GFOA Certificate of Achievement was awarded. Audit included the Gann Limit.

Engagement Partner: Brian Nash and Ingrid Shepline

Total hours: 575 hours



Completion dates: Audit completed for the years ended June 30, 2012 through 2021.

\* \* \* \* \*

Name of reference entity: City of Sonoma, California

Name of principal contact, title: Susan Casey, Assistant City Manager  
[scasey@sonomacity.org](mailto:scasey@sonomacity.org)

Address and phone number: No. 1 The Plaza  
Sonoma, California 95476  
(707) 933-2215

Services performed: Audits of the financial statements in accordance with generally accepted auditing standards, *Government Auditing Standards*. Preparation of the basic financial statements. Audit includes the Gann Limit and preparation of State Controller's Report.

Engagement Partner: Ingrid Sheipline

Total hours: 500 hours

Completion dates: Audits completed for the fiscal years ended June 30, 2017, 2018 and 2019. Audit for 2020 is in process.

\* \* \* \* \*

Name of reference entity: City of Colfax, California

Name of principal contact, title: Laurie Van Groningen, Finance Director  
[laurie.vangroningen@colfax-ca.gov](mailto:laurie.vangroningen@colfax-ca.gov)

Address and phone number: 33 South Main Street  
Colfax, California 95713  
(530) 346-2313

Services performed: Audit of the financials in accordance with generally accepted auditing standards, *Government Auditing Standards* and the Single Audit Act, where applicable, and preparation of the State Controller's Report. We also perform Transportation Development Act compliance auditing.

Engagement Partner: Ingrid Sheipline

Total hours: 300 hours

Completion dates: Audits completed for the years ended June 30, 2007 through 2021.





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## SPECIFIC AUDIT APPROACH

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Our extensive experience in auditing ensures that we will concentrate on those areas of highest risk and plan and coordinate our work with management. We will not waste your time and resources by auditing areas that have no material risk to the financial statements. We will perform an assessment of the internal controls for the purpose of determining the procedures necessary to perform our audit, and any recommended enhancements to internal controls that we note during our audit will be communicated to management.

### Scope of Services

We understand that the Town requires an audit of its basic financial statements, including the preparation of the financial statements, for the fiscal years ended June 30, 2022, 2023 and 2024, with the option to extend for 2025 and 2026, including all procedures necessary for the issuance of an opinion regarding the fairness of the presentation of the financial statements in conformity with generally accepted accounting principles. The audits are to be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA), standards for financial audits provided in the U.S. General Accounting Office's *Government Auditing Standards*, the provisions of the Single Audit Act of 1996 and the provisions of the Title 2 U.S. Code of Federal Regulations Part 2000, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) (formerly OMB Circular A-133) and the applicable laws, rules and regulations. These services will include the following:

1. Perform an audit of the Town's financial statements to determine conformity with generally accepted accounting principles and issue a report on the fair presentation of the financial statements, which will include both Government-wide Financial Statements and Fund Financial Statements.
2. Evaluate internal controls sufficient to determine the nature and extent of procedures to perform and issue reports on internal control and compliance in accordance with *Government Auditing Standards* and management letter, if applicable.
3. Apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information.
4. If federal expenditures exceed \$750,000 during the year, perform a Single Audit on the expenditures of federal grants in accordance with Uniform Guidance and render the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with Uniform Guidance.
5. Prepare a management letter addressed to the Town Council setting forth recommendations (as applicable) for improvements in the Town's accounting systems.
6. Test compliance with Proposition 111, Article XIII.B – Review of Appropriation Limit Calculations. (Gann Limit)
7. Preparation of Annual Financial Transactions Report to the State Controller.



8. If indications of defalcation or other circumstances are noted during the audit that require additional procedures beyond the scope of the examination, we will discuss the situation with the Town Manager and will provide a fee estimate for these additional procedures.
9. Prepare SF-SAC Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations for filing with the Federal Audit Clearinghouse.
10. Prepare any other reports to the governing body as may be required by the generally accepted auditing standards.
11. Assistance with implementation of Government Accounting Standards Board pronouncements, as requested.

## **Audit Approach**

Our audit approach to this engagement is divided into three stages as follows:

Initial Planning: We believe that a smoothly run audit is based upon the early identification and resolution of reporting and auditing issues. Due to the extensive knowledge gained through auditing other cities and other governmental organizations, we will identify such issues in a timely manner and obtain a better understanding of your organization and the external and internal environments in which the Town operates. We will examine significant contracts and agreements to determine the effect on the nature and extent of the auditing procedures and to determine laws and regulations subject to test work. Our familiarity with laws and regulations affecting cities, including those related to grant funding received, will also be used as a resource for determining the extent of testing needed. We will meet with your personnel to obtain an understanding of your internal control structure policies and procedures and to document the flow of information through the accounting system, including how your accounting system is used to process data, and prepare walkthrough questionnaires with the assistance of your staff.

In order to obtain an understanding of the Town's accounting processes, including internal controls that are in place, we will provide the Town with a list of questions and will meet with Town personnel to discuss them. We will walk through controls over receipts, disbursements and payroll transactions while performing tests of controls. We will also determine the provisions of any and all federal, state and county orders; statutes; ordinances; charters; debt covenants; administrative code or other rules and regulations that have a significant financial impact on the Town. We will also review budgets, organization charts and any accounting procedures manuals to obtain an understanding of the Town. We will evaluate information from other financial and management information systems used by the Town to determine the potential use of the information from these systems in the audit process.

Program Development: Our risk assessment and evaluation of internal controls will provide the basis for determining the nature, timing and extent of audit procedures for specific transactions and accounts. Our approach to planning the audit will be in accordance with Statement of Audit Standard (SAS) Nos. 104 through 111, as updated by 122 through 125. Accordingly, we will focus on obtaining an understanding of the control environment, risk assessment, information and communication, and monitoring components. We will document the Town's control environment and will perform a walkthrough of significant areas to assess control risk for the purpose of planning our substantive tests. We will perform additional testing of internal controls as needed based on our risk assessment. An overall audit program is the end product of our initial planning. The primary purpose of this phase of our audit approach is to assess the



likelihood of material error in the accounts and transactions and to determine the most cost effective and cost efficient mix of audit procedures. In developing the audit program, our goal will be to:

- Provide a complete audit program for all important financial statement amounts.
- Eliminate redundant audit procedures.
- Use audit procedures that accomplish more than one purpose.

Our audit approach is based on an analysis and understanding of the external and internal risk currently facing the organization we are auditing. Risk analysis enables us to design the most effective and efficient audit program, which evaluates and includes audit tests in relation to the size and probability of these risks. This approach provides us with a uniform method for developing and documenting the basis for our audit program. We will use the Town's budget to evaluate the need for committed and assigned fund balances as well as to perform analytical procedures for comparison to actual revenues and expenditures.

We provide our clients with a detailed list of items needed during the audit well in advance to allow for sufficient time to gather the information. We encourage our clients to upload electronic information to our encrypted share file site if convenient for our clients. This allows us to keep track of all information provided by our clients to minimize duplicate requests. This approach minimizes disruption to Town staff during the course of the audit.

Program Execution: During this stage of our audit, we will perform the tests of transactions processed through the accounting system, direct tests of account balances and tests of compliance with laws, regulations and contracts. We will utilize analytical procedures in all areas of the audit, especially revenues and expenses. We plan to use either random or systematic sample selection methods to perform such tests. We use random sample generation software to select our sample and alternate sample items during the audit. We will perform all requested tasks as one integrated engagement and will schedule the timing of our field work so that there will be minimal disruption of the day-to-day operations. We will perform testing of internal controls in the areas of cash, receipts, cash disbursements and payroll, with sample sizes ranging from 5 to 40 items, which will depend on the size of the population. We will select our samples randomly from number sequences or other documents provided by the Town. We will utilize computer software during the engagement, including during the on-site fieldwork, for all workpaper preparation and for developing the lead schedules and trend analysis reports used in the audit process. Once uploaded, the Town general ledger accounts will be linked to the statements in the financial statements through the use of CCH Engagement software.

The work plan on the next page was developed with your deadlines in mind. Upon selection as your independent accountants, we will meet with you, and together we will determine a specific timetable which ensures minimal disruption of your employees. As can be seen from the following work plan, the service team is composed in such a way that each member has adequate supervision and technical support.



## Work Plan

Task	Timing	Estimated Hours				Total
		Partner	Managers	Senior	Staff	
<b>Audit Planning:</b>						
Begin audit planning process	May/June	5	10		5	20
Internal control/systems documentation and evaluation						
Develop audit programs						
Prepare audit assistance package and confirmation letters						
Risk assessment						
<b>Compliance and Internal Control Tests</b>						
Tests of transactions for cash receipts, disbursements, payroll	July		5	8	8	21
Tests of compliance with laws, regulations and contracts						
<b>Substantive Testing:</b>						
Cash and investments	December	25	75	72	152	324
Revenue and receivables						
Payroll and related liabilities						
Expenses for goods and services and related liabilities						
Capital assets						
Long-term liabilities						
Net position						
<b>Reporting and Wrap-up:</b>						
Prepare financial statements and audit reports	December/January	10	20	20	15	65
Delivery of final reports	No later than January 31					
Total Annual Audit Hours		40	110	100	180	430

Our audit will be planned so that delivery of all required reports will be accomplished in a timely manner. We believe that the staffing of the audit is sufficient to ensure the timely completion of the audit and to ensure that the work is properly supervised. We would work closely with management to ensure that we provide timely services consistent with your requirements. We will prepare the financial statements consistent with professional standards and your needs and will review the drafts of all of our reports with you prior to finalization.

Our firm philosophy centers around our commitment to the highest level of quality service--delivered by quality people. Our tradition of providing technical excellence through teamwork responsive to clients' needs and expectations--and doing so to the very best of our ability--requires that our single focus be on quality. Our commitment to quality results in:

- Satisfying the Town's needs by providing value-added services.
- Attracting and retaining clients of the highest caliber.
- Providing personal satisfaction and opportunity for professional growth for every member of our organization.

Some of the specific benefits the Town will realize from our audit approach include:



A Smooth, Quick Transition--Our audit approach, familiarity with cities and our experience in succeeding other accountants prepares us to effect a smooth transition. Our transition plan will ensure that:

- We understand the auditing procedures and accounting treatment currently in place.
- Disruption to your normal operations and time lost due to “educating” the new firm will be minimal.
- We will coordinate and plan our work closely with your staff.

A Fresh Look--We will ensure that the Town benefits from a “fresh look” by its new auditors--Richardson & Company, LLP. Our approach to transition engagements, with which we are very experienced, will result in:

- A thorough review and evaluation of your systems of internal accounting and compliance controls.
- A review and evaluation of your significant data processing systems and controls.
- A fresh review of operating practices.

Ongoing Communications with Management--We will work closely with you to resolve issues and serve as the Town’s advisor on a timely basis. We do not take dogmatic, unyielding positions, and will keep the lines of communications open. We understand the concepts of materiality and will work with Town personnel on all issues with materiality in mind. Members of our engagement team will be readily available to answer the Town’s questions and to respond to the Town’s needs.

Relevant and insightful suggestions--Our plan and approach requires us to obtain a complete knowledge of the Town’s operating environment and accounting systems. This will position us well as an “advisor” to Town management.

Less disruption to the Town--Our audit plan will result in the most effective and efficient combination of internal control and account balance testing. This will eliminate duplicate procedures and unnecessary tasks, minimizing the necessary number of auditors and, consequently, result in less disruption of Town personnel.



## PROFESSIONAL FEES

Our goal is to provide quality service using the highest professional standards at a reasonable cost. We plan each assignment carefully and set a time budget for each phase of the engagement. All of our staff are well indoctrinated in the need to use their time to the fullest efficiency.

Since Richardson & Company, LLP consists primarily of experienced auditors, you can be sure that you will receive the experience level and quality of service you expect. Our firm will bring to the audits strong technical backgrounds, government accounting expertise and outstanding engagement management skills.

### Total All-Inclusive Maximum Price, Rates by Level and Out-of-pocket Expenses

Our cost proposal contains all pricing information relative to performing the audit engagement as described in the Request for Proposal. The rates by staff classification level times the anticipated hours for each fiscal year are included in the total all-inclusive maximum price. Our total all-inclusive maximum price contains all direct and indirect costs, including out-of-pocket expenses. Therefore, our fees are all inclusive and represent a not to exceed amount. A summary of our fee estimate by task is included in Attachment A on the following page.

The breakdown of our fee by classification is as follows:

Classification	Hours Per Year	Hourly Rates	Fee
Partner	40	\$ 180	\$ 7,200
Managers	110	140	15,400
Senior	100	100	10,000
Staff	180	80	14,400
	<u>430</u>		<u>47,000</u>
Discount			(12,100)
Travel expenses			<u>1,800</u>
Total audit fees, June 30, 2022			<u>\$ 34,900</u>

Assistance with implementation of GASB statements will be provided upon request and will be billed by the hour at a rate of \$120 per hour.

Our fee estimate assumes that the Town will prepare all closing entries, including any accrual adjustments needed in accordance with generally accepted accounting principles, and that the beginning net fund balances agree to the prior year audited financial statements.

These estimates do not take into consideration changes in the scope of the audit that increase audit hours by more than a few hours due to changes in accounting or auditing pronouncements and standards, laws or regulations, the loss of key accounting personnel, material weaknesses in the internal control environment, or significant changes in the scope of the Town's operations. We will discuss a new fee estimate with the Town if such events occur.

During the initial audit, we will spend a significant amount of time becoming familiar with your organization and operations, developing permanent files, understanding controls and processes, and preparing the audit plans and procedures. We will absorb the cost of this nonrecurring time and view it as an excellent investment in establishing a long-term relationship and in becoming



more knowledgeable about your operating environment, which will enhance our ability to provide you with responsive service.

**Should you have any questions about the details of our fees, or should our fees not appear competitive with those of the other firms, we would appreciate an opportunity to discuss them with you before you make your final decision.**

### **Rates for Additional Professional Services**

If it should become necessary for the Town to request that we render any additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Town and the firm. Any such additional work agreed to between the Town and the firm shall be performed at the rates on Attachment B.



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## ATTACHMENT A – AUDIT WORK COST PROPOSAL FORM

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Service	2021/2022	2022/2023	2023/2024
Town Audit and Related Reports	\$ 28,000	\$ 28,850	\$ 29,750
Gann Limit Review Report	\$ 400	\$ 410	\$ 420
Single Audit and Related Reports	\$ 4,000	\$ 4,120	\$ 4,250
Annual State Controller Reports (not including Annual Street Report)	\$ 2,500	\$ 2,575	\$ 2,650
Total for Fiscal Year (not-to exceed)	\$ 34,900	\$ 35,955	\$ 37,070





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## ATTACHMENT B – ESTIMATE OF COST

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Name of Firm:

Richardson & Company, LLP

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Address:

550 Howe Avenue, Suite 210

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Sacramento, CA 95825

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Contact Name:

Ingrid Shepline

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Contact Phone #: (916) 564-8727

Fax: (916) 564-8728

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Contact Email:

ishepline@richardsoncpas.com

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### Auditor's Standard Billing Rates

Position	2021/2022	2022/2023	2023/2024
Partner	\$ 180	\$ 185	\$ 190
Senior Manager	160	165	170
Manager	150	155	160
Supervisor	130	135	140
Senior Accountant	110	113	116
Staff Accountant	90	92	95
Clerical	65	65	65



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# PEER REVIEW REPORT

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*Jones, Nale & Mattingly PLC*

## REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners  
Richardson & Company, LLP  
and the Peer Review Committee of the California Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Richardson & Company, LLP (the firm) in effect for the year ended March 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Certified Public Accountants and Advisors

401 West Main Street, Suite 1100 Louisville, Kentucky 40202 tel: 502.583.0248 fax: 502.589.1680 [www.jnmcpa.com](http://www.jnmcpa.com)



## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Richardson & Company, LLP in effect for the year ended March 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Richardson & Company, LLP has received a peer review rating of *pass*.

*Jones, Nale & Mattingly P.C.*

Louisville, Kentucky  
August 13, 2021

*Jones, Nale & Mattingly PLC*





**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 2(g)**

**Date: April 12, 2022**

**ORIGINATED BY:** Roy Wallis, Senior Supervising Code Enforcement Officer  
Tony Lindsey, Community Development Director  
– Building & Code Enforcement

**REVIEWED BY:** Kevin Phillips, Town Manager  
Scott Huber, Town Attorney

**SUBJECT:** Resolution Requesting Extension of Fees for the Abandoned Vehicle Abatement Program

**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Adopt Town of Paradise Resolution No. 2022-\_\_\_, “Resolution of the Town Council of the Town of Paradise requesting extension of the Vehicle Abatement Program and associated fees and authorizing continued participation in a Service Authority for Abandoned Vehicle Abatement pursuant to California Vehicle Code section 9250.7 and 22710.”

**Background:**

Under State law, AVA programs have a ten-year lifespan and are subject to renewal at the end of that period. The Butte County Program expires on July 31, 2023. The county must inform the Department of Motor Vehicles by December 31, 2022, whether or not it intends to continue the Program

Questions have been raised regarding the applicability of Proposition 26 to the \$1 and \$2 vehicle registration fees. Proposition 26 requires that a two-thirds majority approve specific State and local fees of the voters. Butte County staff have determined that Proposition 26 applies to the vehicle registration fees. Therefore, a continuation of the AVA Program and the associated fee is subject to a vote at the next available election. For this item to be placed on the 2022 ballot, state law requires that most participating members in the Service Authority adopt a resolution that requests the extension of the fee program.

**Analysis:**

The Town of Paradise has participated in the Butte County Abandoned Vehicle Service Authority (Service Authority) since 2003. The Service Authority, which is a joint powers authority, includes Butte County and the Cities of Biggs, Chico, Gridley, Oroville, and the Town of Paradise. The Program uses a \$1 fee on passenger vehicle registration and a \$2 fee on commercial vehicle registration within the County and Cities/Town to defray costs associated with removing abandoned vehicles. This Program is known as the Abandoned Vehicle Abatement, or AVA Program.

Money collected from Program fees is used annually by the Service Authority to provide a partial reimbursement to the Town of Paradise for costs associated with Code Enforcement's abatement of abandoned vehicles, which are a source of blight and a threat to public safety. Over the life of the AVA program, (2003 -current) the Town has received \$407,015.20 from the Program and has resulted in the abatement of 1,371 vehicles.

**Financial Impact:**

The current AVA fund balance of \$92,936.00 has the potential to fund the anticipated pro-rata share estimated to be \$8,700 for the ballot measure. Without this ongoing funding source, the Town would not be able to ensure that abandoned vehicles are abated and removed.

**TOWN OF PARADISE  
RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
REQUESTING EXTENSION OF THE VEHICLE ABATEMENT PROGRAM AND  
ASSOCIATED FEES, AND AUTHORIZING CONTINUED PARTICIPATION IN A  
SERVICE AUTHORITY FOR ABANDONED VEHICLE ABATEMENT  
PURSUANT TO CALIFORNIA VEHICLE CODE SECTION 9250.7 AND 22710**

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

**WHEREAS**, pursuant to Sections 9250.7 and 22710 of the California Vehicle Code, the Town of Paradise has participated in the Butte County Abandoned Vehicle Service Authority (“Service Authority”) since its establishment in 2003, and has received funding through its Abandoned Vehicle Abatement Program (“AVA”) in order to abate abandoned vehicles; and

**WHEREAS**, the current AVA Fee sunsets on July 31, 2023, and the County and cities within the County will be unable to recover a significant portion of the costs of abating nuisance vehicles; and

**WHEREAS**, the Council finds that the Abandoned Vehicle Abatement Program and the continued existence of the Service Authority are needed to provide for the proper removal and disposal of abandoned vehicles; and

**WHEREAS**, the current AVA fee which funds the Service Authority sunsets on July 31, 2023, leaving the Town unable to recover a significant portion of the costs of abating abandoned vehicles; and

**WHEREAS**, it is necessary to place the request to extend the abatement program AVA fee on the November 8, 2022 general election ballot.

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

1. The Town of Paradise hereby requests that the AVA Program fee be extended for a period of ten years, subject to approval by the voters of the county; and
2. The Town of Paradise is hereby authorized to participate in the Service Authority for abandoned vehicle abatement if extended in Butte County pursuant to the provisions of Sections 9250.7 and 22710 of the California Vehicle Code.

**THE FOREGOING RESOLUTION** was **PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 12<sup>th</sup> day of April , 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Steve Crowder, Mayor

ATTEST:

---

Dina Volenski, Town Clerk

APPROVED AS TO FORM:

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Scott E. Huber, Town Attorney



**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12, 2022**

**Agenda Item: 2(h)**

**ORIGINATED BY:** Jessica Erdahl, Senior Capital Projects Manager  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** FEMA Public Assistance– Off-System Culvert Replacement Project PSE Approval and Authorize Advertisement for Bids.

**LONG TERM RECOVERY PLAN:** Yes, Tier 1

**COUNCIL ACTION REQUESTED:**

1. Consider adopting Resolution No.22- \_\_, A resolution of the Town Council of the Town of Paradise approving the plans and specifications for the Off-System Culvert Replacement Project and authorizing advertisement for bids on the project.

**Background:**

Culverts:

As a result of the 2018 Camp Fire, numerous off-system HDPE culverts were damaged. Immediately following the disaster, the Town identified two (2) off-system culverts, initially, that needed emergency opening (EO) repairs. EO repairs were completed in January 2019. Subsequent assessments identified twenty-five (25) additional locations that were damaged and in need of permanent restoration.

On November 10, 2020, Paradise Town Council awarded master on-call contracts to Mark Thomas, Dokken Engineering, GHD, Inc., Wood Rodgers, Inc. and Dewberry Drake Haglan to perform on-call professional civil engineering services for a variety of local, state, and federally-funded projects. Subsequently, in February 2021, a task order was issued to Dokken Engineering, to perform civil design services on the Off-System Culvert Replacement Project.

The overall scope of work for the Project can be summarized as follows:

- Repair Camp Fire damaged off-system culverts to achieve a pre-fire condition.

A vicinity map of the project limits is provided in this Agenda Summary.

**Analysis:**

The culvert repair, project is consistent with priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire and necessary to restore roadway infrastructure to a pre-fire condition.

With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:



Advertise for bid: April 18, 2022 – May 13, 2022  
Award Contract: June 14, 2022  
Construction: Summer 2022

**Financial Impact:**

The total estimated construction and construction engineering cost for the project is \$607,790. The estimated funding breakdown is shown below. A detailed project accounting description will be made available at the time of contract award.

**On-System Culvert Repair Project**

<b>Project Phase</b>	<b>Total Cost</b>	<b>Grants</b>	<b>Local</b>
Preliminary Engineering	\$ 108,423	\$ 101,646.56	\$ 6,776.44
Construction	\$ 527,790	\$ 494,803.13	\$ 32,986.88
Construction Engineering	\$ 80,000	\$ 75,000.00	\$ 5,000.00
<b>TOTAL</b>	<b>\$ 716,213</b>	<b>\$ 671,450</b>	<b>\$ 44,763</b>

Required matching funds, \$44,763, are anticipated to be awarded through the Community Development Block Grant-Disaster Recovery fund allocation process. However, if CDBG-DR funds are not ultimately realized, the Town will be required to fund the local matching portion of the project costs through other sources, such as future reserves.

**Attachments:**

- A. Vicinity Map

**TOWN OF PARADISE  
RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE APPROVING  
THE PLANS, SPECIFICATIONS AND ESTIMATES FOR THE OFF-SYSTEM CULVERT  
REPLACEMENT PROJECT AND AUTHORIZING ADVERTISEMENT FOR BIDS ON THE  
PROJECT.**

**WHEREAS,** off-system road HDPE culverts sustained damage as a result of the Camp Fire; and,

**WHEREAS,** the Town of Paradise has received a \$660,790 allocation of Federal Emergency Management Agency Public Assistance funds; and,

**WHEREAS,** the purpose of the Public Assistance Program is repair or reconstruction of non-Federal aid highways and roads (“Off-System”) which have suffered serious damage as a result of natural disasters.

**WHEREAS,** eligible repairs may include, but are not limited to, damage occurring to roadway culverts.

**WHEREAS,** the Off-System Culvert Replacement Project is consistent in scope with the approved Public Assistance funds; and,

**WHEREAS,** the Off-System Culvert Replacement Project is consistent with priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire.

**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 Off-System Culvert Replacement Project described in the Town Council Agenda Summary for this Resolution are hereby approved.

**Section 2.** The Public Works Department is authorized to advertise the Off-System Culvert Replacement Project.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 12th day of April 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

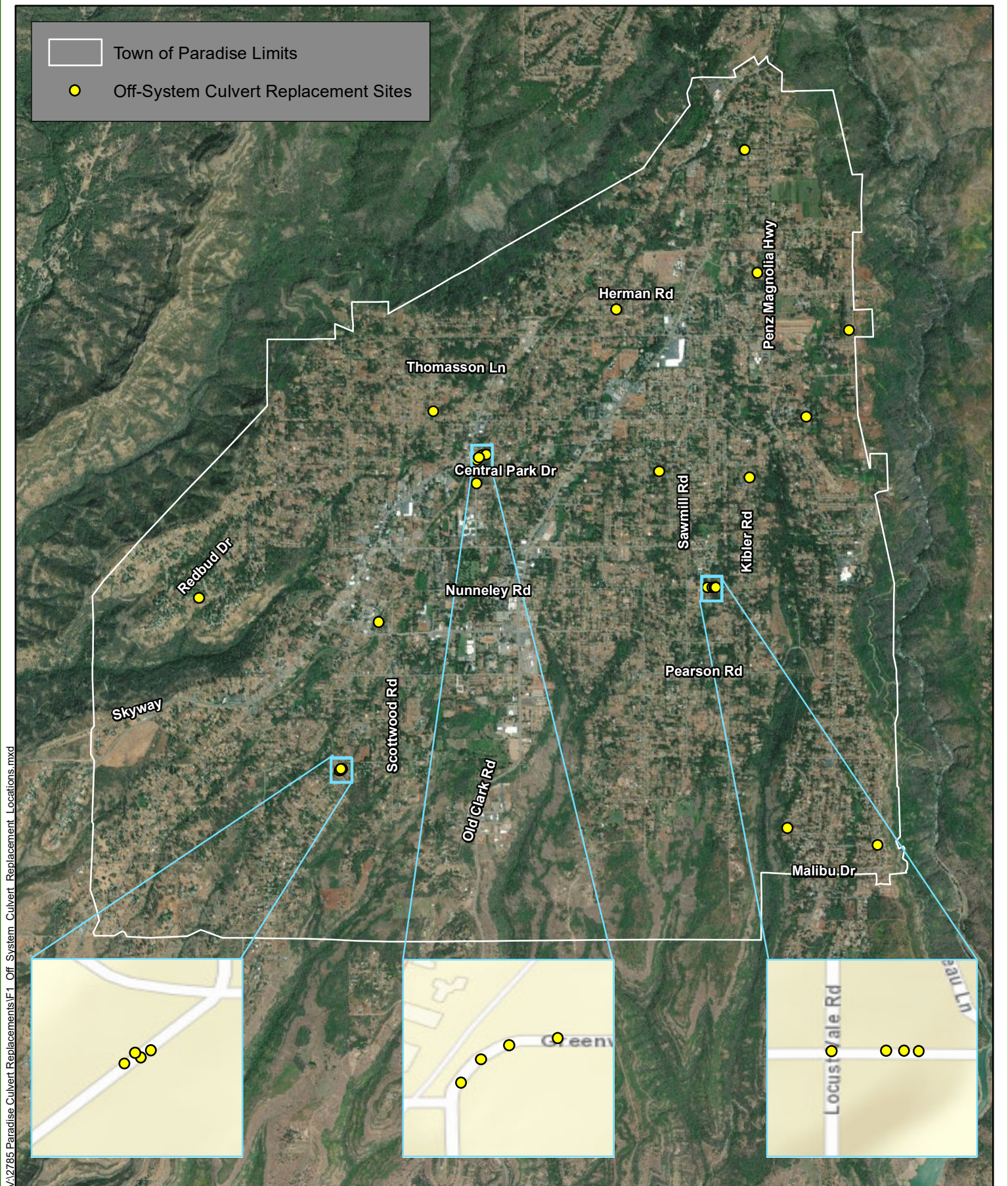
By: \_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Scott E. Huber, Town Attorney

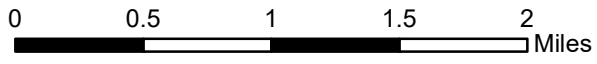


V:\2785 Paradise Culvert Replacements\F1 Off System Culvert Replacement Locations.mxd

Source: ESRI Maps Online; Dokken Engineering 5/27/2021; Created By: vchevreuil



1 inch = 0.75 miles



**Figure 1**  
**Off-System Culvert Replacement Locations**

Town of Paradise Off-System Culvert Replacement  
Town of Paradise, Butte County, CA



**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12, 2022**

**Agenda Item: 2(i)**

**ORIGINATED BY:** Jessica Erdahl, Senior Capital Projects Manager  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** Ponderosa Elementary Safe Routes to School Project Acceptance  
**LONG TERM RECOVERY PLAN:** Yes, Tiers 1

**COUNCIL ACTION REQUESTED:**

1. Adopt Resolution No. 2022-\_\_\_, A Resolution of the Town Council of the Town of Paradise accepting Contract No. 9380.CON, Ponderosa Elementary Safe Routes to School Project, performed by All-American Construction, Inc., Live Oak, CA.

**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 and 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.

In late 2015, the Town of Paradise learned the Ponderosa Elementary Safe Routes to School Project was awarded funding through the Active Transportation Program Cycle 2 solicitation.

On June 14, 2016, Paradise Town Council awarded a contract to NorthStar Engineering to perform necessary preliminary engineering and right of way work on the project.

The overall scope of work for the Ponderosa Elementary Safe Routes to School Project can be summarized as follows:

- Installation of new Class I Multi-Use Pathway along Pentz Road from Bille Road to Wagstaff Road
- Installation of enhanced crosswalks and pedestrian-activated rectangular rapid flashing beacons

- Installation of culvert pipes and drainage infrastructure
- Non-Infrastructure component is included to compliment and train end-users on the project and increase walking and biking to school.

On March 9th, 2020 Paradise Town Council adopted a resolution approving the Plans & Specifications for the Ponderosa Elementary Safe Routes to School Active Transportation Program Projects. Council further directed staff to advertise for bids on the subject combined project.

On April 13, 2021 Paradise Town Council awarded contract No 93.80.CON Ponderosa Elementary Safe Routes to School Project to All-American Construction, Inc. the amount of their base bid \$995,306.70 and approved approve contingency expenditures not exceeding 10%..

**Analysis:**

Construction efforts began on May 20, 2021 and continued through February 16, 2022. Work was mutually suspended during the months of October, November, December and January due to existing utility conflicts (utility poles) and weather. Upon removal of existing utility poles by AT&T in January 2022, final grading, paving and striping was completed during the month of February, 2022.

**Financial Impact:**

The total estimated construction cost of the Ponderosa Elementary Safe Routes to School Project, including a 10% contingency, was \$1,094,837.37. The actual total construction cost is \$1,202,100.59. Project expenditures and a funding summary is detailed below:

<b>Contract Items</b>	<b>ATP</b>	<b>Local (LTF)</b>	<b>Total</b>
Construction Contract - Actuals	\$ 985,776.76	\$ 216,323.82	\$ 1,202,100.58
Construction Engineering - Estimated	\$ 73,865.59	\$ 11,815.41	\$ 85,681.00
<b>Total</b>	<b>\$ 1,059,642.35</b>	<b>\$ 228,139.23</b>	<b>\$ 1,287,781.58</b>
Available Funding	\$ 1,113,000.00	\$ 276,572.14	\$ 1,389,572.14
<b>Balance</b>	<b>\$ 53,357.65</b>	<b>\$ 48,432.91</b>	<b>\$ 101,790.56</b>

**TOWN OF PARADISE  
RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF PARADISE  
ACCEPTING THE WORK PERFORMED UNDER THE PONDEROSA  
ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT  
(CONTRACT NO. 9380.CON).**

**WHEREAS**, the Town of Paradise has heretofore contracted with All-American Construction, Inc. for certain work performed under that certain project known as the Ponderosa Elementary Safe Routes to School Project, being Contract No. 9380.CON; and

**WHEREAS**, said work of improvements, as called for by the contract between the Town of Paradise and All-American Construction, Inc., referable to said project was completed on February 16, 2022 to the satisfaction of the Town; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Paradise that is hereby accepts the work performed on those certain improvements, the subject of a contract between the Town of Paradise and All-American Construction, Inc., known and referred to as the Ponderosa Elementary Safe Routes to School Project.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 12<sup>th</sup> day of April, 2022 by the following vote:

AYES:  
NOES:  
ABSENT:  
NOT VOTING:

\_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott E. Huber, Town Attorney



**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12, 2022**

**Agenda Item: 2(j)**

**ORIGINATED BY:** Marc Mattox, Public Works Director  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** PG&E Permanent Easements  
6225 & 6295 Skyway

**LONG TERM RECOVERY PLAN:** Yes, Tier 1 “Underground Utilities”

**COUNCIL ACTION REQUESTED:**

- a) Adopt Resolution No. 2022-\_\_\_, A Resolution of the Town Council of the Town of Paradise authorizing a permanent easement at 6225 and 6295 Skyway to Pacific Gas and Electric Company.

**Background:**

PG&E is in the process of undergrounding electrical facilities throughout the Town of Paradise in response to the 2018 Camp Fire and 2019 Community Long Term Recovery Plan. As a part of its construction efforts, PG&E needs to install above grade equipment to support the below grade electrical facilities. The easements are for permanent above grade transformers and access for ongoing maintenance of the same. The locations on Town property are in areas that do not impact future improvements, access, or use of the properties.

- Assessor’s Parcel Number 052-130-049, 6225 Skyway is the Park and Ride public parking lot, with the 180 square foot easement on the far property line, adjacent to Fir Street.
- Assessor’s Parcel Number 052-130-045, 6295 Skyway is the Building Resiliency Center, with the 181 square foot easement on the corner of Boquest Boulevard and Inez Way.

**Analysis:**

PG&E has identified a permanent easement is needed on two Town owned properties for above grade transformers and access for ongoing maintenance of the utility. A Temporary Right of Entry for construction and staging was approved by the Town Manager on 3/31/22 for the construction of the permanent facilities, and this easement will be required for the

A copy of the easement packages including mapping and description can be found in Attachment A to this staff report.

**Financial Impact:**

There are no financial impacts associated with granting this easement.

**Attachments:**

- A. Easement Packages



**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12, 2022**

**Agenda Item: 5(a)**

**ORIGINATED BY:** Kate Anderson, Housing Program Manager  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** 2<sup>nd</sup> Public Hearing and Approval of Community Development Block Grant (CDBG) 2022-2023 Annual Action Plan

**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Conduct the second public hearing to solicit comments and/or suggestions regarding the Draft 2022-2023 Annual Action Plan; and,
2. Adopt the Draft 2022-2023 Annual Action Plan as submitted; or,
3. Revise the Draft 2022-2023 Annual Action Plan as submitted; and,
4. Authorize staff to submit the adopted 2022-2023 Annual Action Plan to the U.S. Department of Housing and Urban Development should no public comment be received. (ROLL CALL VOTE)

**Background:**

The Town of Paradise has been a U.S. Department of Housing and Development (HUD) entitlement city since 1994. HUD awards grants to entitlement communities to carry out a wide range of community development activities directed toward housing, public infrastructure and improvements, economic development, and public services.

Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons. A grantee may also carry out activities which aid in the prevention or elimination of slum or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet these broad national objectives.

HUD determines the amount of each entitlement grant by a statutory formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationships to other metropolitan areas.

**Annual Action Plan Proposed Funding Allocations:**



The Town will continue to support low- and moderate-income households by providing public infrastructure for sidewalks along Skyway, housing assistance to support the HOME Infill New Construction program, and public services for LMI households in Paradise.

2022 Staff Recommended Funding Breakdown:

Public Infrastructure		\$57,000
Housing Assistance		\$23,650
Public Services		\$18,612
Boys & Girls Club	\$5,000	
Camp Fire Collaborative	\$3,612	
Meals on Wheels	\$5,000	
Paradise Rec. & Park District	\$5,000	
Program administration		\$24,815
<b>TOTAL:</b>		<b>\$124,077</b>

**Fiscal Impact Analysis:**

The impact of this agenda item and subsequent actions related to the CDBG Program is positive, as it will result in the award of approximately \$124,077 in federal funds. There is no impact to the General Fund.



# 2022 Annual Action Plan

**DRAFT**

Town of Paradise  
5555 Skyway  
Paradise, CA 95969

## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The Town of Paradise, through its Community Development Block Grant (CDBG) program, strives to provide affordable and decent housing, a suitable living environment and economic opportunities especially for low- to moderate-income (LMI) households and special needs communities. The Town is designated as an entitlement community by the U.S. Department of Housing and Urban Development (HUD), enabling it to be eligible for federal CDBG funds allocated through HUD's Community Planning Development program. These funds will help the Town address the community development objectives outlined by HUD, which include, but are not limited to: affirmatively furthering fair housing, affordable housing activities, public infrastructure & facilities improvements, and public services.

The PY 2022 Annual Action Plan (AAP) describes the eligible activities that will work towards accomplishing the goals established in the strategic plan. By addressing the identified priority needs, the Town will improve the quality of life of residents in Paradise.

Paradise is still recovering from the aftermath of the Camp Fire, on November 8, 2018, that displaced over 25,000 residents and destroyed 90% of its homes and businesses. The Town's priorities are focused on helping our residents return home, rebuild and improve our Town's infrastructure, and support our community with public services as it repopulates.

#### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Town of Paradise has developed its strategic plan based on an analysis of the data presented in its plan and the community participation and stakeholder consultation process. Through these efforts, the Town has identified three priority needs and associated goals to address those needs. The priority needs and goals are as follows:

##### **Priority Need: Expand/Improve Public Infrastructure & Facilities**

###### 1A Expand & Improve Public Infrastructure

**Priority Need: Public Services & Quality of Life Improvements**

2A Provide Public Services for LMI & Special Needs

**Priority Need: Affordable Housing Development & Preservation**

3A Increase Affordable Housing Opportunity

**3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Town of Paradise, with other public, private and nonprofit community housing providers and non-housing service agencies, continue to make significant contributions toward rebuilding housing and public facilities and infrastructure. The need for affordable housing, public improvements and services is also documented by this Consolidated Plan and the most recent program year 2020 Consolidated Annual Performance and Evaluation Report (CAPER).

The PY 2020 CAPER reports that the Town of Paradise continued to focus on our housing program in the program years.

During PY 2020-2021, the Town of Paradise focused on correctly accounting for its program income, five owner-occupied rehabilitation loans made out of its program income, and activity delivery taken on its program income. In addition, the Town drew down CDBG funds that were expended prior to our 2018 disaster through December 30, 2020 for which it had not been reimbursed. Lastly, the Town assisted one low-income household during 2020-2021 with housing repairs using CDBG funds and 51 low- to moderate-income households move toward rebuilding their homes using CalHome funds.

**4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The Town’s citizen participation process adheres to HUD’s requirements set within the Town’s Citizen Participation Plan. This plan includes participation from all Town residents, especially low- and moderate-income persons and the special needs community such as the elderly and those with any disability.

Citizen participation efforts for the development of the 2022 AAP included a public comment period and two public hearings to allow members from the public an opportunity to review and provide comments on the draft plan.

A 30-day public comment period was held from April 12, 2022 to May 14, 2022 to give the public an opportunity to review and comment on the plan. Copies of the plan were available from April 12, 2022 to May 14, 2022 at the following locations: Butte County Public Library Paradise Branch, Paradise Chamber of Commerce, Building Resiliency Center, Town Hall and at [www.townofparadise.com](http://www.townofparadise.com). For comments or additional information, interested persons could contact Kate Anderson at (530) 872-6291 ext 122 or [kanderson@townofparadise.com](mailto:kanderson@townofparadise.com)

Two public hearings were held on Tuesday, March 8, 2022 and on Tuesday, April 12, 2022 both at 6:00 p.m. at Town Hall, 5555 Skyway, Paradise, CA. During the public hearings, the goals and activities in the Annual Action Plan were discussed. The public was given an opportunity to make comments/suggestions on funding priorities during the hearing.

All comments were welcome. Details of the citizen participation outreach efforts are located in AP-12 Citizen Participation.

## **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

All comments were welcome. Details of the citizen participation outreach efforts are located in AP-12 Citizen Participation.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

All comments were welcome. Details of the citizen participation outreach efforts are located in AP-12 Citizen Participation.

## **7. Summary**

The PY 2022 AAP is the third program year of the Consolidated Plan. The draft plan was made available to the public through the public comment review period and a public hearing. Input from citizens of Paradise helped to determine the projects and activities for PY 2022.

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency

**Table 1 – Responsible Agencies**

**Narrative (optional)**

The Town of Paradise’s Business & Housing Services is the responsible entity for carrying out the administration of the housing and community development programs in Paradise. Town staff works with other Town departments, local nonprofit and for-profit organizations, and contractors to carry out the activities in the Annual Action Plan.

**Consolidated Plan Public Contact Information**

Kate Anderson  
Housing Program Manager  
Town of Paradise  
(530) 872-6291 x122  
kanderson@townofparadise.com

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

This section identifies the organizations consulted in the development of the priority needs and goals of the Consolidated Plan . The organizations listed in the table below represent key stakeholder organizations which consist of nonprofits, government departments and agencies and planning organizations in Paradise and the region. Stakeholder organizations consulted through an online stakeholder survey. The results helped to identify the community’s priority needs over the next five years and the basis of the Strategic Plan.

#### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The Town of Paradise worked closely with local and regional partners to gather feedback for the Consolidated Plan. This included community stakeholders which were specific to Paradise and as well as Butte County, the Housing Authority of Butte County and the Butte County Continuum of Care. This helped to ensure participation efforts would be maximized and the community needs were accurately identified and recorded.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Butte County Continuum of Care (CoC) is the local CoC for the entire county, and includes the Town of Paradise. The CoC is responsible for coordinating with various local and county homeless service providers, as well as organize the annual Point-in-Time Count which is a survey of the homeless population in the county. The Town of Paradise benefits from the coordinated efforts of the Continuum of Care through referral of resources, connections to homeless prevention initiatives in the region and access to resources not found locally in the Town.

#### **Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The Town of Paradise is not a recipient of HUD’s Emergency Solutions Grant (ESG). The CoC coordinates the distribution of ESG funds along with other resources to provide street outreach services, supportive services, emergency and transitional housing and permanent-supportive housing to prevent homelessness in the region. The Homeless Management Information System (HMIS) is the system

used for administering the ESG program. While the Town of Paradise does not specifically use or manage the HMIS system, the Town benefits from the CoC's HMIS administration across the county.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**



**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Town of Paradise
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Service-Fair Housing Other government - Local Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Town is the lead responsible agency in the development and implementation of the Consolidated Plan.

2	<b>Agency/Group/Organization</b>	BUTTE COUNTY
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Health Agency Other government - County Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Town coordinated with Butte County with the housing and community development needs. The Town also coordinates with the County on emergency services information and fire evacuation plans.

3	<b>Agency/Group/Organization</b>	Housing Authority of the County of Butte
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-homeless Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Town coordinated with the housing authority with the housing and community development needs.
4	<b>Agency/Group/Organization</b>	Butte County Continuum of Care
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Town coordinated with the Butte County Continuum of Care regarding homeless needs.
5	<b>Agency/Group/Organization</b>	California Public Utilities Commission
	<b>Agency/Group/Organization Type</b>	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Market Analysis
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Town consulted with the California Public Utilities Commission for highspeed internet provider and broadband data for the Market Analysis.
6	<b>Agency/Group/Organization</b>	Paradise Ridge Fire Safe Council
	<b>Agency/Group/Organization Type</b>	Services - Hazard Mitigation; Services - Fire Safety
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Town provides links to the Paradise Ridge Fire Safe Council website and emergency evacuation plan.

**Identify any Agency Types not consulted and provide rationale for not consulting**

All comments were welcome. There were no agency types not consulted during this process.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Continuum of Care	Butte Countywide Continuum of Care	The Strategic Plan is consistent with the goals and strategic plan of the Continuum of Care and the plan to end homelessness.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
2021 Paradise Broadband Feasibility Study	Chico State Enterprises GIC	The Geographical Information Center (GIC), at Chico State Enterprises conducted a broadband feasibility study that helped determine broadband needs after the Camp Fire disaster destroyed most of the infrastructure.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

The Town of Paradise works closely with local and regional government entities in the development and implementation of the Plan. This included Butte County, the Housing Authority of Butte County, Butte County Public Health and the Butte County Continuum of Care. With the cooperation of regional partners, it is possible to fill some of the service gaps in the community.

**AP-12 Participation – 91.105, 91.200(c)**

**1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting**

The Town’s citizen participation process adheres to HUD’s requirements set within the Town’s Citizen Participation Plan. This plan ensures and encourages participation from all Town residents, especially low- and moderate-income persons and the special needs community such as the elderly and those with any disability. Citizen participation efforts for the development of the AAP included a public comment period and two public hearings to allow members from the public an opportunity to review and provide comments on the draft plan.

For details of the citizen participation outreach efforts, please see the following table below.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	A public hearing was held on Tuesday, March 8, 2022 at 6:00 p.m. at Town Hall, 5555 Skyway, Paradise, CA. During the first public hearing, the goals and activities in the Annual Action Plan were discussed. The public was given an opportunity to make comments/suggestions on funding priorities during the hearing.	All comments will be accepted.	All comments were accepted.	
2	Public Meeting	Non-targeted/broad community	A second public hearing was held on Tuesday, April 12, 2022 at 6:00 p.m. at Town Hall, 5555 Skyway, Paradise, CA. Similar to the first public hearing, the goals and activities in the Annual Action Plan was discussed and a draft plan was provided. The public was given an opportunity to make comments/suggestions on funding priorities during the hearing.	All comments will be accepted.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Comment Period	Non-targeted/broad community	<p>A 30-day public comment period was held from April 12, 2022 to May 13, 2022 to give the public an opportunity to review and comment on the plan. Copies of the plan were available from June 12, 2021 to July 13, 2021 at the following locations: Paradise Public Library, Paradise Chamber of Commerce, Building Resiliency Center, Town Hall and at <a href="http://www.townofparadise.com">www.townofparadise.com</a>. For comments or additional information, interested persons could contact Kate Anderson at (530) 872-6291 ext 122 or <a href="mailto:kanderson@townofparadise.com">kanderson@townofparadise.com</a></p>	All comments will be accepted.	All comments were accepted.	

**Table 4 – Citizen Participation Outreach**



## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The Town of Paradise’s CDBG allocation for program year 2021 was \$124,077. We are assuming the same allocation for PY 2022 for planning purposes.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	124,077	126,957	595,219	846,253	248,154	The expected amount available for the remainder of the ConPlan is 2x more years of the annual allocation for PY 2021.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how**

**matching requirements will be satisfied**

The Town of Paradise will utilize any and all funds available to leverage CDBG funds to make them go as far as possible. The Town has a CalHOME grant to assist our residents to rebuild their homes after the Camp Fire and has applied to HCD for a HOME Infill New Construction program. CDBG funds will be used to support this effort.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

N/A

**Discussion**

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A Expand & Improve Public Infrastructure	2020	2024	Non-Housing Community Development		Expand/Improve Public Infrastructure & Facilities	CDBG: \$57,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted
2	3A Increase Affordable Housing Opportunity	2020	2024	Affordable Housing		Affordable Housing Development & Preservation	CDBG: \$23,650	Homeowner Housing Added: 5 Household Housing Unit
3	2A Provide Public Services for LMI & Special Needs	2020	2024	Non-Housing Community Development		Public Services & Quality of Life Improvements	CDBG: \$18,612	Public service activities for Low/Moderate Income Housing Benefit: 239 Households Assisted
4	5A Planning and general administration	2020	2024	Non-Housing Community Development			CDBG: \$24,815	

Table 6 – Goals Summary

#### Goal Descriptions

<b>1</b>	<b>Goal Name</b>	1A Expand & Improve Public Infrastructure
	<b>Goal Description</b>	The Town will work to expand and improve public infrastructure in Paradise. These activities include improvements to infrastructure such sidewalks and ADA improvements along Skyway to create more accessibility to grocery stores, schools, affordable housing, parks, public transportation and government offices.
<b>2</b>	<b>Goal Name</b>	3A Increase Affordable Housing Opportunity
	<b>Goal Description</b>	The Town will provide support for its HOME-funded Infill New Construction program.
<b>3</b>	<b>Goal Name</b>	2A Provide Public Services for LMI & Special Needs
	<b>Goal Description</b>	The Town will provide vital support services for low- to moderate-income households and special needs groups in Paradise. Public services activities will fund programs run by non-profit organizations.
<b>4</b>	<b>Goal Name</b>	5A Planning and general administration
	<b>Goal Description</b>	Program administration of the CDBG program not to exceed 20% of allocation funds.

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

In the table below are the proposed projects for the 2022 program year. The projects will address the highest priority needs in the Town which are Improvements to public Facilities & infrastructure, housing assistance, and supportive services for LMI and special needs groups. Administration of the CDBG program is capped at 20% of the CDBG 2021 funding allocation, as well as public services which has a grant cap of 15%. Details of the proposed projects are located in the following AP-38.

### Projects

#	Project Name

Table 7 - Project Information

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects address the highest priority needs in the Town. Improvements and expansion to public facilities & infrastructure is a high need because infrastructure such as sidewalks will encourage the development of affordable housing in Paradise. Multi-family projects can score higher for tax credits where sidewalks connect such amenities. Affordable housing assistance is a high priority for the Town and its residents. Due to demand for housing, low- to moderate-income households are priced out of homeownership; infill new construction can provide a small number of affordable homes for purchase by low- to moderate-income households. Public services for LMI and special needs groups such as the elderly and persons with a disability are need to help improve the quality of life in Paradise. While public services is a high priority, there is a grant allocation cap for public services at 15%.

In PY 2022 the Town will focus on public improvements, housing and public services.

**AP-38 Project Summary**  
**Project Summary Information**

## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The Town of Paradise does not allocate funding based solely on geographic requirements. Individuals or households must meet income qualifications in order to receive direct assistance from activities and services in the CDBG program. For eligible activities to public facilities & infrastructure improvements the Town will be targeting low- to moderate-income census block group tract areas in need. See below on how the Town will determine these areas

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>

**Table 8 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

The Town of does not allocate funding based solely on geographic requirements. When the planned activities are intended to serve individuals or households directly, those individuals or households must meet income qualifications, as well as residency requirements, in order to receive assistance from the program. In these instances, Town staff and/or one of its partner agencies shall complete an in-take and eligibility status review of the applicant individual or household, before the project/activity is initiated.

When the Town has identified infrastructure and public facility improvement activities, planned activities will serve a community, neighborhood or “area”. These projects (or activities) are said to have an “area-wide” benefit. Per HUD requirements, these areas must be within an eligible Census Block Group Tract, as defined by HUD-CDBG regulations. HUD determines Low/Mod block groups tracts as those with 51% LMI population, however the Town of Paradise is an exception grantee with the LMI block group threshold lowered to 50.6%.

HUD CDBG Low/Mod Income Summary Data (LMISD), which have defined the eligible Low/Mod block group tracts within the jurisdiction can be found on the HUD Exchange website at:  
<https://www.hudexchange.info/programs/acs-low-mod-summary-data/>

### **Discussion**



## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

The Town on Paradise’s goal is to expand affordable housing in the jurisdiction. In the program year, the Town will support a HOME-funded Infill New Construction program to construct modest housing to provide homeownership to low- to moderate-income households.

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	0
Non-Homeless	5
Special-Needs	0
Total	5

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	5

**Table 10 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

Support a HOME-funded Infill New Construction program (21H) to construct modest housing to provide homeownership to low- to moderate-income households: 5 household housing units

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Town of Paradise receives support from the Housing Authority of the County of Butte (HACB). The mission of HACB is to assist LMI residents of Butte County to secure and maintain high quality affordable housing. HACB administers and/or manages many different housing programs such as public housing, Housing Choice Vouchers (Section 8) and the Family Self-Sufficiency Program. These program are available in Paradise and across the county.

### **Actions planned during the next year to address the needs to public housing**

Prior to the fire, the Town did not have any public housing within Town limits. One of the reasons for this was the lack of a sewer system. Installing a sewer system is part of our Long Term Recovery Plan, and with a sewer the Town will look at the options for public housing. HACB will open wait lists for public housing and Section 8. For Section 8, due to limited funding, not all applicants will be placed on the waitlist and only 2,500 will be selected.

For public housing, HACB will be accepting applications for Public Housing waiting lists for three (3) bedroom units located in Biggs/Gridley, Chico, and Oroville. Applications can be obtained, mailed or dropped off at 2039 Forest Ave., Chico, CA 95928 or online by looking under Public Housing at the following: <http://www.butte-housing.com/applicants/applications/>

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Public housing residents can participate in the HACB Family Self-Sufficiency (FSS) program. The FSS program works with support agencies throughout Butte County to help families develop strengths, skills and experiences necessary to achieve economic independence. A guidebook is offered to help participants learn how the program can benefit residents. The FSS program links participants with the education, job training, counseling, and other services necessary for them to become employed and to earn self-sufficient wages so they no longer need to rely on governmental financial assistance. Families are assisted through this program with a dedicated FSS Coordinator, which also supports them with referrals to needed resources.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

N/A. The PHA is not designated as troubled and is a “High Performer”.

### **Discussion**

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The most recent Point-in-Time (PIT) Count survey was conducted at the Continuum of Care (CoC) level by the Butte Countywide Homeless Continuum of Care (CA-519 Chico/Paradise/Butte County CoC) taken on the night of January 29, 2020. Due to the variables made by the Camp Fire made a true count is very difficult within the Town. Data from the NA-40 Homeless Needs Assessment suggests that a majority of persons experiencing homelessness continue to be unsheltered, in particular the chronically homeless and veterans. Homelessness, and the prevention of homelessness continues to be a priority for the Town of Paradise.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The Town of Paradise benefits from the homeless initiatives through the CoC. The Countywide CoC is a multi-agency planning body with the common goal of ending homelessness. This goal is accomplished by assisting individuals and families experiencing homelessness to receive rapid, adaptive, quality services which lead to the long-term stability of permanent housing and self-sufficiency. Specifically, the CoC administers the Homeless Management Information System (HMIS) and the Coordinated Entry System (CES) for homeless within the region. HMIS information is tracked to inform the CoC and its members of the homeless population details in the region and the CES helps members to identify needs and services that will assist persons and families experiencing homelessness with referrals and resources. Currently, data suggests that a majority of persons experiencing homelessness continue to be unsheltered, and in particular the chronically homeless and veterans. As such, the Town will focus on these identified homeless groups.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The Town of Paradise relies on our neighboring communities for shelters such as the Torres Shelter in Chico for homeless individuals from Paradise. Youth 4 Change has a several shelters for homeless youth in the area including Chico and Oroville.

Those who are in need of emergency shelter can contact the Butte County Sheltering Hotline. The Sheltering Hotline is for Butte County residents who have evacuated due to their home being in an evacuation zone and need sheltering or for those who have been placed in non-congregate shelter (hotel voucher stays). There are 2 options to receive sheltering assistance from the county: The County's Sheltering Hotline is available 8am-5pm, 7 days per week. Call: 530-552-6150, and Email the County

Sheltering program at northcomplexsheltering@buttecounty.net

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The Town of Paradise continues to work with neighboring jurisdictions and Butte County to find a solution for homelessness after the Camp Fire. For services that help the homeless transition to temporary or long-term housing, the Continuum of Care partners with many organizations and agencies that provide these services, both in Paradise and regionally. The Butte-Glenn 2-1-1 is a referral resource that connects persons experiencing to entities that can help assist them with their unique situations. The 2-1-1 service is also connected to many of the CoC members. The Housing Authority of Butte County helps low income households with Section 8 Housing Choice Vouchers. An important nonprofit transitional housing support resource in the area is the Jesus Center, which heads a collaborative of transitional housing partners. In response to the complexity of homelessness, hunger and poverty, the Jesus Center works with the community to restore those suffering from isolation to community integration. The Jesus Center is accepting applicants and can be reached by calling 530-345-2640 or access the application online at the following link: [jesuscenter.org/housing/](https://jesuscenter.org/housing/)

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

As mentioned above, the Town of Paradise continues to work with neighboring jurisdictions and Butte County to find a solution for homelessness after the Camp Fire. For services that help the homeless, especially low-income individuals and families to avoid returning to homelessness, the Continuum of Care partners with many member organizations and agencies that provide various services in the area, both in Paradise and regionally. These organizations include, but are not limited to:

Catalyst Domestic Violence Services for persons affected by domestic violence. Catalyst provides a safe and confidential place for children and families, including drop-in services, counseling, legal services and more.

Elijah House Foundation: An addiction treatment that provides a variety of services including substance abuse and mental treatment, residential treatment services, alcohol and drug free housing and the Back

to Work employment program.

The Jesus Center: A collaborative of transitional housing partners that work with persons experiencing or are at-risk of homelessness.

The Housing Authority of Butte County: The PHA helps low income households with Section 8 Housing Choice Vouchers.

Disability Action Center (DAC): DAC is a private, non-profit which helps to meet specific needs of people with disabilities living in Northern California. Dedicated staff provides free support to help community members with disabilities achieve and/or maintain their optimal level of self-reliance and independence. DAC provide support services such as information, housing assistance, and provider referrals.

Youth 4 Change: The organization has several locations throughout the area which help to prevent youth homelessness. Paradise youth may be referred to Youth 4 Change services.

## **Discussion**

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

The primary negative effects on affordable housing and investment are not based on public policies. The 2018 Camp fire continues to be the defining event in determining priorities and the availability of housing, and the Town is working to ensure that public policies encourage development of housing units as quickly and safely as possible. Historically, one of the barriers to affordable housing is the Town of Paradise's lack of a municipal wastewater treatment facility. Typical septic tanks and leach lines are adequate for single-family development but this is not a viable alternative for new housing developments which are at higher densities. Typically, affordable housing units are built in clusters and would require a more advanced wastewater treatment system, which typically is very expensive and may lead to costs being passed on to the developer or whomever is financing the project.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The Town intends to support Paradise residents who are rebuilding housing as soon as possible, and with the construction of the sewer, the Town will help to construct multi-family and affordable housing as well.

### **Discussion:**

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

This section outlines other actions the Town will take to improve the quality of life for Paradise residents and address underserved needs in the community. CDBG funds enable the Town to address the priority needs in Paradise such as improvements to public facilities and infrastructure in LMI areas, the construction of affordable housing and homeownership opportunity for LMI households, and vital supportive services for LMI and special needs groups such as the elderly. Other actions identified in this section are additional resources the Town has to assist vulnerable residents and underserved needs in the community.

### **Actions planned to address obstacles to meeting underserved needs**

The activities identified in this plan will work to directly address the underserved needs of the LMI and special needs population. CDBG funded programs will work to expand on successful programs and the goal is to fill service gaps.

There are many needs for residents of the Town of Paradise after the Camp Fire, and many barriers to meeting those needs. The Town is working tirelessly to assist our residents as they rebuild. One of the actions we have taken to address obstacles to rebuilding is creating a permit fee reduction program with private grant funds to help residents with the cost of permits. We also plan to open a building resiliency center to directly assist residents with rebuilding and with resources for housing and grant programs.

### **Actions planned to foster and maintain affordable housing**

The Town will continue its First Time Home Buyer and Owner Occupied Rehabilitation programs to help homeowners rebuild after the Camp Fire. The Town will work with them on additional affordable housing opportunities in Paradise once a sewer is constructed. CDBG funds will be used to support a HOME-funded Infill New Construction program.

### **Actions planned to reduce lead-based paint hazards**

Since the Camp Fire burned 95% of the Town of Paradise, most homes with lead based paint have been destroyed. As new homes are built, they will not have lead based paint. Any home that survived that takes part in our Owner Occupied Rehabilitation Program would be required to undergo lead-based paint testing. The Town will comply with federal regulations regarding lead testing, containment, and abatement. Paradise residents have access to Butte County Public Health services including the county Childhood Lead Poisoning Prevention Program (CLPPP). To report a health emergency, the county public health department can be contacted at 530-552-4000 or [phinfo@buttecounty.net](mailto:phinfo@buttecounty.net). More information

about lead poison prevention can be found on the county website at:

<https://www.buttecounty.net/ph/Programs/MaternalChildHealth/ChildhoodLeadPoisoningPrevention>

### **Actions planned to reduce the number of poverty-level families**

The activities in this plan work directly to reduce the number of poverty level families in Paradise. While CDBG funds are limited and the Town cannot possible address every poverty issue in Paradise, the Town will utilize CDBG funds where they have the most impact.

### **Actions planned to develop institutional structure**

The Town will continually work to develop its institutional structure by working closely with other Town departments. Ongoing communication and planning with these Town departments and programs will help strengthen the institutional structure of the CDBG program.

The Town Institutional Structure is as follows: Five member Town Council - The Town Council holds public hearings on Consolidated Plan, Annual Action Plans and CAPER reports and approves submittal to HUD. Town Council also approves funding for Public Service Agencies. The Town of Paradise, Business and Housing Services staff provides the main administrative and project management duties over the CDBG program. The BHS Staff is under the management of the Community Development Director. Staff prepares the Consolidated Plan, Annual Action Plans and CAPER for each CDBG program year. The oversight of the CDBG program is provided by the five-member Town Council whom are elected officials voted in by the citizens of Paradise. All reports and plans are reviewed by Council before they are submitted to HUD.

The Paradise Community Village rental housing project united several organizations that are working cooperatively for the betterment of the community. The degree of commitment and cooperation needed to move this project forward establishes a new paradigm in institutional structure and brings community resources together in a whole new way.

The Town works closely with non-profit organizations in the area that provide specific programs to the citizens of Paradise. These organizations provide services to very low-, low- and moderate-income residents, including the frail and elderly, mentally disabled, physically disabled, homeless, and at-risk

youth. These organizations submit funding requests to the Town to qualify for money that comes out of the Community Needs Category. Up to 15% of annual funding is set-aside for these organizations. Once applications for grant funding are received and reviewed by staff, they go through a competitive review process and recommendations are decided by a funding committee and forwarded to the Town Council for final approval. Once funding decisions are made, organizations are required to sign a contract with



the Town outlining the rules and regulations of public service funds. They are required to submit the required documents and reference material related to grant funding. After the contract is signed, the organizations submit quarterly and year end reports for staff review. Organizations are audited and staff performs site visits on a yearly basis. If organizations are not submitting reports on-time or are unable to follow through with program requirements, staff will monitor the organizations to make sure that HUD regulations are being met, or funding is withdrawn.

**Actions planned to enhance coordination between public and private housing and social service agencies**

The Town will focus on collaboration between government agencies, local non-profits, community-needs organizations, and local businesses. The town will continue to work with stakeholder and other community service agencies, and organizations.

The Town will continue to work with CHIP and other private housing and service agencies on affordable housing like Paradise Community Village. Once the sewer is completed, the Town anticipates more opportunities for private/public partnership for affordable housing.

**Discussion:**

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

**Introduction:**

This section describes the program specific requirements of the CDBG grant program.

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%







**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 5(b)**

**Date: April 12, 2022**

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

**REVIEWED BY:** Kevin Phillips, Town Manager

**SUBJECT:** Planning Commission Recommendation for Town  
Council Adoption of Revised Design Standards for the  
Downtown & the Clark Rd /Community Commercial  
Development Areas

**LONG TERM  
RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Concur with the project “CEQA determination” finding presented and considered by the Planning Commission on March 15, 2022, and embodied within Planning Commission Resolution No. 2022-01; and,
2. Concur with the project recommended adoption and zoning ordinance amendment adopted by the Planning Commission on March 15, 2022, and embodied within Planning Commission Resolution No. 2022-01; and,
3. Adopt Town of Paradise Resolution No. 2022-\_\_\_\_, “A Resolution of the Town Council of the Town of Paradise Adopting Updated Design Standards for the Downtown and Clark Road/Community Commercial Development Areas of the 2010 Design Standards and Rescinding the Greater RDA Project Area Design District Standards”, and,
4. Consider waiving the first reading of Town Ordinance No. \_\_\_\_ and read by title only; and,
5. Introduce Town of Paradise Ordinance No. \_\_\_\_, “An Ordinance Amending Text Regulations with Paradise Municipal Code Chapter 17.41 [Design Standards and Design Review] Relative to Updated Adoption Dates”; or
6. Direct staff to make further changes to the Design Standards. (ROLL CALL VOTE)

**Background:**

The original Design Guidelines were adopted in May 2002 for the downtown only and then later revised in August of 2003 to include the RDA project area (Skyway). In March 2010 the Design Guidelines were renamed to “Design Standards” and standards were adopted town wide, encompassing five (5) geographical design areas – the Downtown, Greater RDA Project Area, Clark Road/Community Commercial Development Area, Gateways & Scenic Highway Corridors, and the Business/Industrial Cluster Area. The Clark Road/Community Commercial Development Area was a catch-all for any non-residential property not encompassed by one of the other design areas.

In March 2021, both the Planning Commission and the Town Council reviewed and approved changes to the Zoning Ordinance removing references and standards to the now defunct

Paradise Redevelopment Agency and Area. However, those changes did not include rescinding the section of the Design Standards pertaining to the Greater RDA Project Area.

Through an EDA (Economic Development Administration) funded grant, as a related task of the Transportation Master Plan project, the Town began work with Mark Thomas Engineering in early 2021 for the updating of the Downtown and Clark Rd/Community Commercial Development Area Design Standards, incorporating relevant ordinance amendments over the last 12 years which affect development. The updates were being prepared with the intention of rescinding the Greater RDA Project Area Design Standards at the time the updated standards moved forward for adoption.

In April and July 2021, public workshops were held regarding the Design Standards to solicit feedback from the residents and business owners. In July/August 2021 an online poll was released to gather information on the types of design aesthetics the community wanted to see. The survey polled respondents, using multiple-choice pictures and write-in comments, on topics such as trash receptacles, lighting standards, benches, pavement material, signage, storefront landscaping, bus shelters, bike racks, sidewalks, planters, crosswalks, on-street parking, streetscape designs, commercial building facades, multi-family building facades, color palettes, and building materials for both the Downtown and the general Community Commercial areas. This mix of public and private infrastructure design feedback provided the Town with guidance for both the Design Standards and standards to be applied to future capital improvement projects in the Town's rights-of-way.

### **Analysis:**

These updated Design Standards are intended to inspire thoughtful interpretation and response to design opportunities, while promoting and reinforcing the physical image of commercial areas and multi-family developments within the Town of Paradise. The Design Standards are not intended to replace the requirements in the Zoning Ordinance, the General Plan, or public works standards, all of which contain requirements that must be adhered to when designing projects. However, the guidelines are intended to encourage quality, well designed development throughout Paradise that enhances existing neighborhood areas, creates identity, encourages investment in the Town, and improves the overall quality of life within the community. The standards are intended to promote a desired level of future development in Paradise that:

- Preserves the sense of a small-scale, small-town community and maintains the natural beauty of the surrounding environment;
- Contributes to a positive physical image and identity;
- Provides design assistance to the development community, architects/designers and property owners;
- Promotes high-quality development that stimulates investment in and strengthening of the economic vitality of all areas of Paradise;
- Facilitates the development of projects that establish a sense of place while complementing the character of traditional design established within the existing neighborhood and the Town;
- Implements the goals, objectives, and policies of the Town of Paradise General Plan;
- Maintains and enhances property values and pride of ownership.

### What has changed?

- The updated Design Standards have integrated the new defensible space ordinance and 5-foot non-combustible standards around buildings which will make the Design Standards consistent with the proposed updated General Plan Housing & Safety Elements currently in review.
- Higher quality pictorial examples, instead of drawings, of encouraged and discouraged design elements, including more local examples and examples of designs which rated favorably from the online community poll.
- Longer sub-category narratives, with more pictures, which provide greater guidance on desired individual building elements such as windows, canopies, varied roof lines, and other architectural features as well as more detail and thought towards site design features like pavement treatments, pedestrian open spaces, and site furnishings such as drinking fountains, bike racks, and benches.
- Revised section on landscaping to reference the updated statewide landscaping requirements known as MWELo (Model Water Efficient Landscape Ordinance).
- The updated documents now have internal hyperlinks from the Table of Contents and section headers that link to each of their respective sections which make the documents more digital friendly.
- The Clark Rd/Community Commercial Development Area standards will encompass the now defunct RDA.
- Includes new text, under Pedestrian Circulation, that discusses incorporating outdoor dining spaces in the Downtown – a response to the changes in dining since COVID.
- The appendixes, addressing the design review process and plant/color palettes, are now incorporated into each updated district, instead of as a separate attachment to the Standards.

### What has NOT changed?

- The main categories (top of page, horizontal categories) and sub-categories (side of page, vertical categories) of design features are the same as before.
- Most of the old text has been brought over, just elaborated upon.
- The color palettes remain the same as before.
- The plant palette remains the same as before.

The benefit of the proposed updated Design Standards is that clearer direction is given, with better examples, of an appropriate level of detail and design for newly constructed non-single-family buildings. The previous Standards, much of which is still relevant and being brought forward, were too broad with statements such as building facades being “interesting and varied”. Whereas the updated Standards seek to articulate those façade features in measurable standards such as a minimum number of material and color variations, or wall reveals, over a set vertical and horizontal distance. Greater discussion is given to the need to vary the roof line, emphasize the point of entry, and provide architectural details that are at a pedestrian scale. This will work towards creating commercial buildings that are visually attractive with quality materials and design that draw consumers to them and avoid boxy designs, made of a single material/color, with no architectural interest or poorly incorporated faux exteriors.

Planning staff, and the Town Attorney have determined, that the nature of the proposed text amendments is sufficiently minor in that there is no possibility adoption and implementation of the amendment would result in a direct and significantly adverse effect upon the environment. Thus, the proposed amendments can be found to be exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3) [General Rule Exemption].

**Financial Impact:**

The cost of the revisions to the attached Design Standards were covered by an EDA grant secured by the Engineering Division. The updated Standards will be available electronically on the Town's website, for no cost, or hard copy prints can be made according to the per sheet copy fee as listed in the Town's Master Fee Schedule.

**Attachments:**

- Planning Commission Resolution 2022-01
- Town of Paradise Resolution No. 2022-\_\_\_\_\_
- Updated Downtown Design Standards
- Updated Clark Rd/Community Commercial Development Area Design Standards
- Town Ordinance No. 2022-\_\_



**TOWN OF PARADISE PLANNING COMMISSION  
RESOLUTION 2022-01**

**A RESOLUTION OF THE PARADISE PLANNING COMMISSION RECOMMENDING  
TOWN COUNCIL ADOPTION OF UPDATED DESIGN STANDARDS FOR THE DOWNTOWN AND  
CLARK ROAD/COMMUNITY COMMERCIAL DEVELOPMENT AREAS DESIGN DISTRICTS OF  
THE 2010 DESIGN STANDARDS AND RESCIND THE GREATER RDA PROJECT AREA DESIGN  
DISTRICT STANDARDS AND UPDATE THE ADOPTION DATE IN  
PARADISE MUNICIPAL CODE CHAPTER 17.41**

**WHEREAS** the Town Council of the Town of Paradise adopted an Ordinance in 2010 that required Design Review on a town-wide basis for all new or expanded commercial, quasi-commercial, community service, office, public-funded or multi-family development projects; and

**WHEREAS**, the Town planning staff advise that text within the Downtown and Clark Rd/Community Commercial Development Area design district standards warrant update and amendment in order to: 1) become internally consistent with updated defensible space and landscaping ordinances; 2) become consistent with the proposed updated Paradise General Housing and Safety Elements; 3) promote standards that support thoughtful and quality design of commercial and multi-family developments; and if adopted, would assist in the Camp Fire recovery efforts; and

**WHEREAS**, as of February 1, 2012, state law (AB 26) dissolved all redevelopment agencies in California, including the Paradise Redevelopment Agency and its respective Redevelopment Area and therefore design standards applied to a now defunct RDA should be rescinded; and

**WHEREAS** it is determined that the proposed updated Design Standards is an activity that is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [general rule exemption] because there is no possibility that the text amendments would result in a significantly adverse effect upon the environment; and

**WHEREAS** the Planning Commission has considered the recommendation of town staff, as well as input received from the public; and on the basis of the foregoing, has determined that updated design standards to the Downtown and Clark Rd/Community Commercial Development Area design districts of the 2010 Design Standards and rescinding the Greater RDA Project Area design district standards and updating the adoption date in Paradise Municipal Code (PMC) Chapter 17.41 are warranted to support the current and future development of commercial and multi-family buildings and to aid in the rebuild efforts following the Camp Fire.

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

The Planning Commission hereby recommends to the Town Council of the Town of Paradise, adoption of the proposed text amendments to the Downtown and Clark Rd/Community Commercial Development Area design districts of the 2010 Design Standards as set forth in "Exhibit A" and "Exhibit B" attached hereto and made a part of by reference; and recommends to the Town Council to rescind the Greater RDA Project Area design district standards; and recommends to the Town Council that, if adopted, the adoption date in PMC Chapter 17.41 be updated accordingly; and that the proposed Paradise Design Standards text amendments are not subject to the requirements of the California Environmental Quality Act (CEQA) in accordance with the general rule categorical exemption provisions of CEQA Guidelines section 15061.

**PASSED AND ADOPTED** by the Planning Commission of the Town of Paradise this 15<sup>th</sup> day of March 2022 by the Following Vote:

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

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

  
\_\_\_\_\_  
Carissa Garrard, Chair

**ATTEST:** *March 15, 2022*

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

**TOWN OF PARADISE  
RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE ADOPTING UPDATED DESIGN STANDARDS FOR THE DOWNTOWN AND CLARK ROAD/COMMUNITY COMMERCIAL DEVELOPMENT AREAS DESIGN DISTRICTS OF THE 2010 DESIGN STANDARDS AND RESCINDING THE GREATER RDA PROJECT AREA DESIGN DISTRICT STANDARDS**

**WHEREAS** the Town Council of the Town of Paradise adopted an Ordinance in 2010 that required Design Review on a town-wide basis for all new or expanded commercial, quasi-commercial, community service, office, public-funded or multi-family development projects; and

**WHEREAS**, the Town planning staff advise that text within the Downtown and Clark Rd/Community Commercial Development Area design district standards warrant update and amendment in order to: 1) become internally consistent with updated defensible space and landscaping ordinances; 2) become consistent with the proposed updated Paradise General Housing and Safety Elements; 3) promote standards that support thoughtful and quality design of commercial and multi-family developments; and if adopted, would assist in the Camp Fire recovery efforts; and

**WHEREAS**, as of February 1, 2012, state law (AB 26) dissolved all redevelopment agencies in California, including the Paradise Redevelopment Agency and its respective Redevelopment Area and therefore design standards applied to a now defunct RDA should be rescinded; and

**WHEREAS** it is determined that the proposed updated Design Standards is an activity that is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [general rule exemption] because there is no possibility that the text amendments would result in a significantly adverse effect upon the environment; and

**WHEREAS** the Planning Commission reviewed and considered the recommended text amendments and determined that updated design standards are appropriate and warranted and made a recommendation of approval to the Town Council.

**WHEREAS** the Town Council has considered the recommendation of town staff, as well as input received from the public; and on the basis of the foregoing, has determined that updated design standards to the Downtown and Clark Rd/Community Commercial Development Area design districts of the 2010 Design Standards and rescinding the Greater RDA Project Area design district standards are warranted to support the current and future development of commercial and multi-family buildings and to aid in the rebuild efforts following the Camp Fire.

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

1. The Town Council hereby adopted the proposed text amendments to the Downtown and Clark Rd/Community Commercial Development Area design districts of the 2010 Design Standards as set forth in “**Exhibit A**” and “**Exhibit B**” attached hereto and made a part of by reference.
2. The Town Council hereby rescinds the Greater RDA Project Area design district standards.
3. The proposed Paradise Design Standards text amendments are not subject to the requirements of the California Environmental Quality Act (CEQA) in accordance with the general rule categorical exemption provisions of CEQA Guidelines section 15061.
4. This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 12<sup>th</sup> day of April 2022 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Steve Crowder, Mayor

**ATTEST:**

---

Dina Volenski, Town Clerk

**APPROVED AS TO FORM:**

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Scott E. Huber, Town Attorney



# EXHIBIT "A"



## DOWNTOWN DESIGN STANDARDS TOWN OF PARADISE



ADOPTED BY THE TOWN COUNCIL  
DATE

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# GENERAL:

## PURPOSE:

These Design Standards represent the community's desire for good design by encouraging creativity, interest and variety, and by building upon local character to create efficient, sustainable, and livable places. The Standards are intended to promote a desired level of future development in Paradise that:

1. Preserves the sense of a small-town community in a natural mountain environment;
2. Contributes to a positive physical image and identity, while preserving the surrounding environment;
3. Provides design assistance to the development community, architects/designers, and property owners;
4. Promotes high-quality development that stimulates investment in the economic vitality of Paradise;
5. Facilitates the development of projects that establish a sense of place while complementing the character of traditional design established within the existing neighborhoods of the Town;
6. Implements the goals, objectives, and policies of the Town of Paradise General Plan;
7. Maintains and enhances property values and pride of ownership.

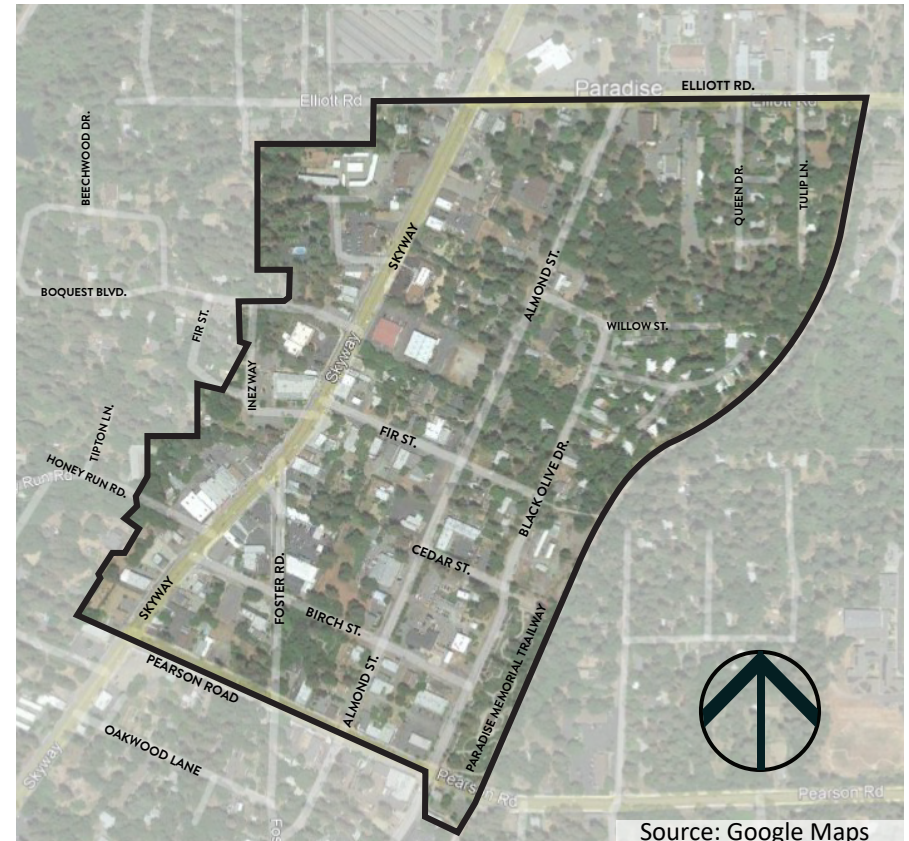
These Standards are meant for use by property owners, developers, business owners, and architects in achieving a superior quality design of new construction and additions to existing buildings. The purpose of the Standards is to guide quality designs that have been carefully considered and that have well integrated building features and architectural elements. These Standards complement existing development procedures, policies, and laws.

## APPLICATION:

The standards contained in this document are focused on design. This document is not intended to provide a listing of all Town standards or requirements. Applicants should also refer to the *Paradise General Plan*, the *Paradise Zoning Code*, the *Paradise Municipal Code*, the *Subdivision Ordinance*, and engineering design standards, and related documents. Where any conflict arises, the Town codes and standards listed above will supersede these design standards.

In cases where a property is located in an overlapping geographical design area, the following hierarchical order will be applied to the property when making decisions for Design Review: (1) Downtown (2) Gateway \ Scenic Highway Corridor (3) Clark Road and the Community Commercial Development Areas (4) Industrial \ Business Cluster.

In this document the terms “should” or “encouraged” means that the Town strongly prefers that the applicant apply the criteria to his or her project, but the applicant may use an alternative design feature to the one expressed by the criteria, if they can demonstrate that an alternative design feature may be used to achieve the design concept or desired aesthetic. The term “discouraged” is intended to illustrate those aspects of design which do not achieve the Town’s design review objective or meet the design review criteria and are therefore not permitted. Final determination rests with the design review approval process.



**FIGURE 1-1** The Design Guide Applies to the Highlighted Area.

## GOALS:

The goal of the Downtown is to use good design to “create a place” that attracts pedestrians, promotes mixed-use developments, encourages commerce, and aesthetically improves the character of Paradise, as a charming mountain community.

The current theme consists predominately of parapets, covered walkways, awnings, and architectural features consistent with the Mountain Craftsman style. Representative of the surrounding environment in which Paradise is located, the Mountain Craftsman style makes use of natural materials including stone and timber. Columns, beams, rafters, and other elements are exposed and displayed as important architectural components. Warm earth tones and natural colors are reflective of the rich natural beauty that Paradise is known for. These design standards encourage and promote the further development of this style in Paradise.

Good design considers the proposed site, the surrounding properties, and the continuity of buildings along the street frontage at the proposed location to blend existing designs, upgrade deteriorated buildings and eliminate clutter and blight. Good design also considers mixed-use developments, which brings new customers and business opportunities to the downtown area.

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# HOW TO USE THIS GUIDE:

## LOCATION OF DESIGN ELEMENT:

The following graphic shows some potential design elements for Downtown Paradise. The various design elements have been included in this guide. Click on the image for more information regarding the design element.



# NAVIGATION OF EACH SHEET:

\*Example Reference: "Refer to Section 2-C.1..."

Navigation Bar

Main Category

1 - BUILDING

2 - SITE

3 - SIGNS

4 - STREETSCAPE

5 - APPENDIX

## 2-C: PEDESTRIAN CIRCULATION

Where commercial and residential structures adjoin public areas, and along internal circulation paths of the downtown area, provide pedestrians with the greatest possible sense of safety, comfort, aesthetic pleasure, and connection to building activities at edges.

### PEDESTRIAN SHELTER:

- Provide shade from the summer sun (and protection from the rain, when possible) with street trees, trellises, awnings and other devices along street frontages and paths internal to the project, especially on the south side of buildings.

### AESTHETIC QUALITY:

- The highest detail and material quality for projects should be placed where pedestrians have the greatest and closest contact with the project.

Sub Category

A INGRESS/EGRESS

B PARKING CIRCULATION

C PEDESTRIAN CIRCULATION

D CREATING PLACES

E PAVING/HARDSCAPE

F LOCATION OF STRUCTURES

G LANDSCAPING/IRRIGATION

H FENCES/WALLS

I SITE FURNISHINGS

J SITE LIGHTING

K SERVICE/UTILITY/WASTEWATER TREATMENT AREAS

L ENERGY EFFICIENCY

Sonoran Shelter, Marana, Arizona

- + Provides adequate shade
- + Allows for circulations paths, enhances safety and comfort
- ✗ Shelter design does not complement the aesthetic of the Town

Phoenix, Arizona

- + Walkable space
- + Natural tree shading
- ✗ Too dense of tree planting, can cause a fire hazard

Seaside, California

- + Shelter design complements the aesthetic of the Town
- + Provides seating for users
- ✗ Does not provide adequate shade

Image Example

Location/Source

+ Encouraged/Preferred Design

✗ Discouraged Design

Page Number

Town Website/Title of Document

1

[WWW.TOWNOFPARADISE.COM](http://WWW.TOWNOFPARADISE.COM)

\*Hyperlink Embedded

# BUILDING DESIGN:

FORM, MASS, AND SCALE

ARCHITECTURAL FEATURES

CANOPIES & AWNINGS

VISIBILITY/WINDOWS

BUILDING ENTRANCES

MATERIALS AND COLORS



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## A FORM, MASS, AND SCALE

## 1-A: FORM, MASS, AND SCALE

Refer to the *Paradise Zoning Ordinance* for specific height and setback requirements in addition to those discussed herein.

## B ARCHITECTURAL FEATURES

## C CANOPIES AND AWNINGS

## D VISIBILITY/WINDOWS

## E BUILDING ENTRANCES

## F MATERIALS AND COLORS

1. In large buildings, vary massing to provide visual interest and ease the visual appearance of a single large mass.
2. Compose building forms, roofs, and facades to provide variation, visual interest, and appropriate scales.
3. Design the ground floor of buildings to include architectural features such as columns, ribs, pilasters, changes in plane, changes in texture or material or an equivalent element that subdivides the wall into more “human-scale” proportions.
4. Integrate elements of buildings used to give scale and proportion so they are integral with building form and construction.
5. Ensure compatibility with surrounding developments, and respect the character of the neighborhood.
6. Use building height and massing to emphasize building corners, points of entry and preserve visible skyline.
7. Minimize impact of commercial development to adjacent residential properties.
8. Locate new structures on property to maintain access to light and air circulation, and privacy of existing private open spaces on adjoining properties.



Sheridan, Wyoming

- + Form of building fits into broader landscape
- + Variation in roof heights with consistent form
- + Roof forms emphasize point of entry, create variation, and provide visual interest
- + Roof steps down at ends and edges of building



Ranchester, Wyoming

- + Roof forms accentuate building entrances
- + Window rhythm and roof corbels reinforce pedestrian scale.
- × Long, unarticulated roof lacks visual interest
- × Exposed roof pitch of less than 3 : 12

## A FORM, MASS, AND SCALE

## B ARCHITECTURAL FEATURES

## C CANOPIES AND AWNINGS

## D VISIBILITY/WINDOWS

## E BUILDING ENTRANCES

## F MATERIALS AND COLORS

**1-A: FORM, MASS AND SCALE (CONT.)**

9. Roofs with dominant forms and additional architectural features such as changes in height, towers, roof dormers, or clerestories.
10. Deep eaves and overhangs with architectural detail and exposed rafter tails.
11. Long, uninterrupted roof forms and ridge lines should be avoided.
12. Unarticulated walls on publicly visible portions of the building should be avoided. Refer to *Building Facades in Section 1-B*.



- + Detailed soffits and corbels add visual interest to overhangs
- + Articulated roof design with dormers and changes in level break up overall roof form
- + Storefront windows and wainscot stone enforce relationship to pedestrian access

A FORM, MASS, AND SCALE

B ARCHITECTURAL FEATURES

C CANOPIES AND AWNINGS

D VISIBILITY/WINDOWS

E BUILDING ENTRANCES

F MATERIALS AND COLORS

## 1-B: ARCHITECTURAL FEATURES

### BUILDING BASES

The building base is the lowest portion of the building where it touches the ground.

1. Elements or materials that are visually heavier, including stone or masonry, should be incorporated at the base of buildings.
2. Building bases should be of adequate size and scale to ensure buildings appear visually grounded

### BUILDING FACADES

A facade is typically the front of a building, but is also considered any side or exterior wall of the building that faces a public way or space.

3. Building facades should be interesting, varied, and create an attractive and vibrant streetscape.
4. Incorporate horizontal and/or vertical articulations in wall planes of no less than 1 inch, such as ledges, trim, joint lines, canopies, or changes in material, to provide variation in facades.
5. In the Downtown area where buildings are directly adjacent to each other, buildings should continue the pattern of the lines from neighboring buildings to unify facades on a street block.
6. A corporate image, as in the case of many national franchised stores, should be secondary in the design of projects. Branded buildings are discouraged as they are difficult to reuse if vacated by the primary business.



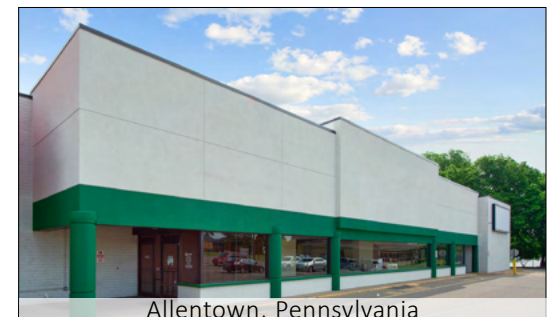
Rite Aid, Paradise, California

- + Stone, heavier materials, and darker colors help to visually anchor the building while conveying permanence and durability



Feather River Health Center, Paradise, California

- + Scale of the building base matches the pedestrian space adjacent to it
- + Site walls make use of stone veneer, matching building for consistency



Allentown, Pennsylvania

- x Building lacks a well-defined base, and instead features flat walls with large expanses of the same color

A FORM, MASS, AND SCALE

B ARCHITECTURAL FEATURES

C CANOPIES AND AWNINGS

D VISIBILITY/WINDOWS

E BUILDING ENTRANCES

F MATERIALS AND COLORS

## 1-B: ARCHITECTURAL FEATURES (CONT.)

7. Projects with multiple buildings should incorporate a design theme throughout to ensure consistency between neighboring buildings.
8. Building entries should be clearly delineated through the use of recesses, additional detailing, overhangs, lighting and change of volume and form. The greater the functional use of the entrance, the more it should be distinguished from the balance of the building.
9. Bulkheads below the base of a storefront window or adjacent to a storefront door should be used to provide protection to the storefront by raising the glass area to a safer and more easily viewed height. To achieve this protective function, bulkhead materials should be resistant to water, dirt, and impact (e.g. ceramic tile, finished stone, brick). Bulkheads in multiple storefront buildings should be complementary in height and material.

### CORPORATE IDENTITY:

10. The design character shall not be a standard franchise prototype and shall incorporate dominant characteristics that are unique to Paradise.

### DETAILS

11. Facades at the ground level of buildings should use details to reinforce pedestrian scale elements. Examples include, but are not limited to, architectural canopies over entrances, decorative lintels above windows, and stone or masonry caps or banding.
12. Vary wall surfaces to create relief and shadow lines.



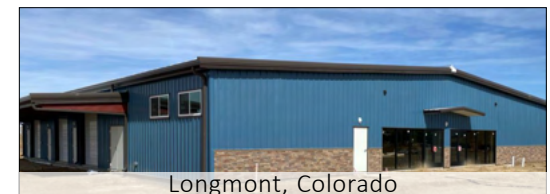
Jackson, Wyoming

- + Varied facades create an interesting and vibrant streetscape
- ✗ Some facades lack sufficient detail
- ✗ Lack of continuity between buildings creates non-cohesive aesthetic



Truckee, California

- + Line of neighboring buildings continue for a unified facade on the street block
- + Building articulation and details create shadows, line surfaces, and visual interest



Longmont, Colorado

- ✗ Stone base not extended on all visible sides of building

## A FORM, MASS, AND SCALE

## B ARCHITECTURAL FEATURES

## C CANOPIES AND AWNINGS

## D VISIBILITY/WINDOWS

## E BUILDING ENTRANCES

## F MATERIALS AND COLORS

**1-B: ARCHITECTURAL FEATURES (CONT.)**

13. All visible sides of buildings should be designed with a complementary level of detail, quality of materials, and continuity of color. Building designs should not incorporate blank wall segments when visible from public spaces. Parapets on commercial buildings should be extended to all visible walls to ensure continuity.
14. Permanent security bars or grilles on publicly visible windows should not be used.
15. All rooftop mechanical equipment shall be screened as viewed from the farthest edge of the adjoining right of way. Equipment shall be located behind parapet walls and/or additional rooftop screens.
16. All ground-level mechanical equipment shall be screened to the height of the unit as viewed from the property line. Walls, opaque fences, and landscape material which relate to the overall building design are appropriate methods for screening ground-level mechanical equipment.
17. Visible satellite dishes or satellite dish accessories should be placed out of public view.

**LIGHTING**

18. In addition to site lighting, architectural lighting integrated with the building should be used to promote safety, security, and to enhance the architectural character of the building.
19. Light fixtures should be consistent with the architectural style of the building, and should compliment other building elements in color, material, or style to help unify the building design. Historic fixtures should be used when appropriate.



- + Decorative light fixtures compliment architectural style of building. Black metal finish consistent with other materials including black metal structural hardware above.

A FORM, MASS, AND SCALE

B ARCHITECTURAL FEATURES

C CANOPIES AND AWNINGS

D VISIBILITY/WINDOWS

E BUILDING ENTRANCES

F MATERIALS AND COLORS

## 1-B: ARCHITECTURAL FEATURES (CONT.)

### LIGHTING (CONT.)

20. Lighting should comply with the requirements of the *California Energy Code* for backlight, uplight, glare, and other code requirements.
21. Storefront lighting should be designed to illuminate the sidewalk in front of the store in the evening. Shop windows shall be well lit. Fixed overhead spotlights, recessed incandescent ceiling fixtures, track lights or other concealed fixtures are recommended. Building entrances should be accentuated by brighter lighting. The building street number should be illuminated by the entry lighting.

### ENERGY EFFICIENCY:

22. Lighter-colored finishes should be used on the exterior of buildings to help reflect heat in the summer months. Minimize west and south-westerly facing windows due to intense afternoon sun conditions. Properly proportion overhangs on south windows, and sun screening on south and west windows. Accommodate daylighting of multistory office buildings by making one plan dimension (preferably the east or west dimensions) of the building small enough to maximize the number of people working near windows.

### SIGNAGE:

23. Refer to *Sign Design, Section 3.D* for sign locations on a building.

A FORM, MASS, AND SCALE

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E BUILDING ENTRANCES

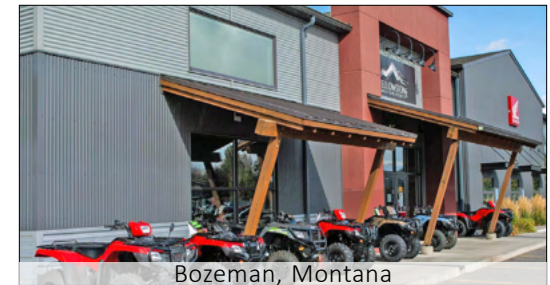
F MATERIALS AND COLORS

## 1-C: CANOPIES AND AWNINGS

1. Provide building overhangs, canopies, or awnings which articulate the building facade and provide protection from inclement weather.
2. Architectural canopies and awnings should support the building design. Colors and materials of the canopies or awning should complement the material and colors of the building.
3. Awnings should be well maintained, washed regularly, and replaced when faded or torn.
4. Fabric awnings should make use of woven fabric (not vinyl), suitable for use in exterior applications, and resistant to fading or tearing.
5. Canopies made of metal or other materials may be appropriate on some buildings if they are compatible with building codes and are also compatible in scale and overall design.
6. Canopies and awnings should be mounted in locations that respect the design of a building, including the arrangement of bays and openings on all floors. The design of canopies/awnings should respond to the scale, proportion, and rhythm created by these elements, and should reinforce pedestrian scale details. They should also emphasize building entrances where applicable.



- + Awnings provide visual contrast and help integrate windows into building facade
- + Building base stone helps visually ground building, and signifies entrance
- ✗ Vertical pilasters lack detail and articulation



- + Canopies are integrated into building, and provide protective cover for entrance and outdoor product display
- + Taller canopy identifies building entrance



A FORM, MASS, AND SCALE

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## 1-C: CANOPIES AND AWNINGS (CONT.)

7. The minimum height of canopies/awnings should be 8 feet (measured from bottom of the awning/canopy to the sidewalk).
8. Covered porches should not extend outwardly from the building more than 8 feet. Canopies should not extend outwardly from the building more than 6 feet.
9. The highest point of a first-floor awning should not exceed the midpoint of space created between the second story windowsill (or parapet for a single story building) and the top of the first floor storefront window.
10. When several businesses occupy one building utilizing canopies/awnings, the canopies/awnings should make use of consistent color, material, and form.



Bozeman, Montana

+ Canopies, changes in material, and variation of facade depth provide shadow lines and definition to an otherwise boxy building

A FORM, MASS, AND SCALE

B ARCHITECTURAL FEATURES

C CANOPIES AND AWNINGS

D VISIBILITY/  
WINDOWS

E BUILDING ENTRANCES

F MATERIALS AND COLORS

## 1-D: VISIBILITY / WINDOWS

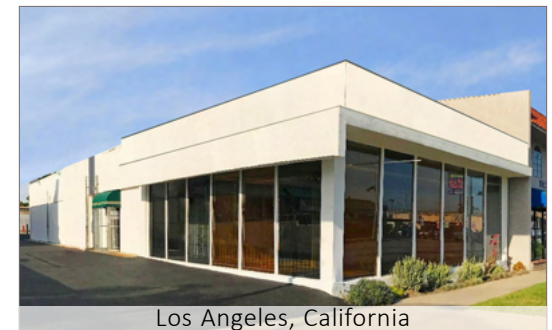
### WINDOWS

1. Windows are an important architectural element of facade design because they create a visual rhythm of building openings, as well as provide views into the interior. Display windows add 'warmth' to the street and enliven the pedestrian experience.
2. Windows and doors should be designed in an orderly arrangement to provide articulation and scale to facades of buildings. Incorporate windows into all applicable facades and coordinate their placement and design with other architectural elements.
3. Integrate windows and doors into building walls by using detailing such as trim, lintels, ledges, canopies, or other details integrated into the building design.
4. Where transom windows exist, every effort should be made to retain this storefront feature.
5. The first floor of a commercial building in the downtown area that is fronting or siding on a street shall have a minimum of 30% of its length in windows. There should be no lengths of facade walls in excess of 40 feet without windows.
6. Corner buildings shall incorporate display windows in blank walls over 20 feet long.
7. Display windows in existing buildings that have been covered-up should be converted back into windows where feasible.



Coachella, California

- + Windows can be integrated into a building facade using a variety of techniques including trim, lintels, ledges, canopies, or other detail work



Los Angeles, California

- + Large windows provide visibility into and out of the business
- ✗ Lack of detail around perimeter of window, and absence of building base element presents windows as punched openings

A FORM, MASS, AND SCALE

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### 1-D: VISIBILITY/WINDOWS (CONT.)

- 8. Every building entry, including entries to individual shops, shall be lighted. Lighted entries increase safety for walking, and decreases possibilities of crime. Entry lights should be controlled by a photocell switch. Window displays of merchandise, night time lighting of display windows, or animated window displays are strongly encouraged to attract pedestrians and increase security. Merchandise behind display windows should face the sidewalk.
- 9. Taverns, bars, or private offices in storefronts located within the Downtown area may use blinds or cafe curtains for privacy if consistent with the building’s design.
- 10. Permanent, fixed security grates or grilles over windows should not be used.
- 11. Air conditioning units placed in windows are not permitted in publicly visible portions of the building.
- 12. Replacing existing windows and doors with incompatible materials such as anodized aluminum, and tinted or reflective glass is not permitted.

A FORM, MASS, AND SCALE

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## 1-E: BUILDING ENTRANCES

1. Provide clearly defined site and building entrances that are scaled appropriately to the area and that relate directly to the street frontage(s).
2. Entrances should be clearly delineated through the use of recesses, additional detailing, overhangs, lighting and change of volume and form. The greater the functional use of the entrance, the more it should be distinguished from the balance of the building.
3. Secondary entrances (such as small retail shops on the ground floor of a larger office building) should be architecturally treated as subordinate to the primary entrance (such as the entrance to all the residential or office uses on the upper floors). Doors that are not regularly used, such as utility access doors, should not be accentuated, and should be integrated into the design surrounding them.
4. Entrances should include protected areas covered by a recess, canopy, overhang, or marquee to provide protection from the rain.
5. Entrances to commercial or retail buildings should have large glass storefronts where appropriate. Full lite doors are encouraged because they extend the openness and transparency of the storefront.



+ Signage, lighting, and building base materials can effectively identify building entrances



+ Appropriately scaled tower elements and architectural detailing can be used to identify building entrances

A FORM, MASS, AND SCALE

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## 1-E: BUILDING ENTRANCES (CONT.)

### EXISTING BUILDINGS

- Existing doors in historical or existing buildings should be re-used where feasible. New doors provided in existing buildings should match or compliment the architectural style of the existing building

### REAR ENTRANCES

- Rear entrances are encouraged where feasible for Downtown businesses to improve pedestrian access.
- Rear entrances must respond to the same needs as the primary entrances, only at a reduced scale. These include identification signage, windows, and lighting.
- The design of a rear entrance should be appropriate to its surroundings. The visual character of rear facades, alleys, and parking lots is a relatively casual and utilitarian one, especially when compared to formal facades.
- Rear entrances should incorporate architectural elements from the front facade for consistency.
- Signs should be appropriately scaled to match the size and scale of rear entrances.
- Refuse containers should be screened from public view or integrated within the building's architecture (consult with trash removal company prior to finalizing actual location).
- Service equipment, utilities, and mechanical equipment should be screened from view and integrated into the building's architecture to the greatest extent possible.



- + Secondary and primary entrances should share consistent detailing and materials, with forms scaled appropriately to indicate their primary and secondary nature

A FORM, MASS, AND SCALE

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F MATERIALS AND COLORS

## 1-F: MATERIALS AND COLORS

1. Complimentary materials should be used that result in a cohesive building design. In general, variations in colors and materials are encouraged. Care should be taken, however, not to use too many materials that may result in visual clutter. If only one material is used, then articulation and detail should be used.
2. Integrate at least one material change, color variation, or horizontal reveal for every 12 vertical feet of building facade. Vertical spacing may be averaged over the height of the facade.
3. Integrate at least one material change, color variation, or vertical reveal every 50 horizontal feet of building facade. Horizontal spacing may be averaged over the length of the facade.
4. Use materials and finishes that are compatible in quality, color, texture, finish, and dimension to surrounding properties.
5. If imitation materials are used, the detailing, coloring, and visual appearance should be consistent with the material they are imitating.
6. Non-durable materials and finishes that are susceptible to weathering, wear and tear, and sun-damage or fading should be avoided. Materials should be selected, detailed, and finished for durability in Paradise's climate. Painted wood surfaces facing south should be properly prepared for painting and have opaque high quality paints or sealants applied in multiple coats.
7. Buildings with multiple public-visible facades should use consistent material combinations, detailing, and material quality throughout all facades visible to the public.
8. Provide detailing at material transitions or terminations to reinforce the natural appearance of the material. For example, stone or masonry should be wrapped around visible corners to provide the appearance of mass instead of a thin veneer.
9. Materials or finishes with subtle, neutral, or natural tones should be integrated with accent materials or details.
10. Materials or finishes that are intensely saturated or fluorescent are not permitted to be used as a primary materials, although they may be appropriate as accent materials.
11. Materials or finishes that are highly reflective, such as certain metals or reflective glazing, should not be used where they present a public nuisance or safety hazard.
12. Corporate image should be secondary in the design of projects, as branded buildings are difficult to reuse if vacated by the primary business.
13. Refer to the *Appendix*.

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# SITE DESIGN:

INGRESS/EGRESS

PARKING CIRCULATION

PEDESTRIAN CIRCULATION

CREATING PLACES

PAVING/HARDSCAPE

LOCATION OF STRUCTURES

LANDSCAPING/IRRIGATION

FENCES AND WALLS

SITE FURNISHINGS

SITE LIGHTING

SERVICE, UTILITY, AND WASTEWATER TREATMENT AREAS

ENERGY EFFICIENCY



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A INGRESS/EGRESS

2-A: INGRESS/EGRESS

B PARKING CIRCULATION

C PEDESTRIAN CIRCULATION

D CREATING PLACES

E PAVING/HARDSCAPE

F LOCATION OF STRUCTURES

G LANDSCAPING/IRRIGATION

H FENCES/WALLS

I SITE FURNISHINGS

J SITE LIGHTING

K SERVICE/UTILITY/WASTEWATER TREATMENT AREAS

L ENERGY EFFICIENCY

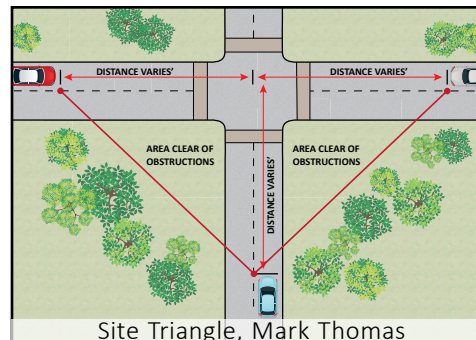
VEHICLE ACCESS:

1. Major access points to sites should be coordinated whenever possible. Separated ingress and egress points with landscaped islands should be provided.
2. Shared access drives between adjacent parcels of similar use should be utilized to minimize the number of curb cuts to the street. Reciprocal access and parking agreements, between compatible adjacent land uses, for pedestrians and vehicles are strongly encouraged.
3. Line of Sight: Sight distance for driveways should be protected with the use of visibility triangles on each side of the driveway to allow a passing motorist to view a car exiting a driveway. In this area, structures, fences, walls signs, plant materials and etc. with the exception of street trees should not exceed 2.5 feet in height above the street grade. Clear sight triangles will vary based on roadway speeds and other criteria. Refer to AASHTO (American Association of State Highway and Transportation Officials): A Policy on Geometric Design of Highways and Streets, Current Edition and the Town Engineer for additional requirements.
4. Signs should not be placed in areas that constitutes a safety hazard to vehicle access especially to emergency vehicular access.
5. Design must conform with Paradise Municipal Code: Chapter 8.58 (Defensible Space and Hazardous Fuel Management).



Old Town Temecula, California

- + Coordination of major access points, alerts vehicles upon entry point
- ✗ Entry monument creates a possible site triangle conflict for users



Site Triangle, Mark Thomas

- + Graphic provides an example of site triangles and it does not cause obstructions to view for users



Edmond, Oklahoma

- + Egress and ingress point is divided by landscape island
- + Landscape materials help prevent glare/reflection from opposing vehicles

## A INGRESS/EGRESS

B PARKING  
CIRCULATIONC PEDESTRIAN  
CIRCULATION

## D CREATING PLACES

E PAVING/  
HARDSCAPEF LOCATION OF  
STRUCTURESG LANDSCAPING/  
IRRIGATION

## H FENCES/WALLS

## I SITE FURNISHINGS

## J SITE LIGHTING

K SERVICE/UTILITY/  
WASTEWATER  
TREATMENT  
AREASL ENERGY  
EFFICIENCY**2-B: PARKING CIRCULATION**

Locations of parking lots, services and utilities should be carefully evaluated in terms of visual prominence as well as functional requirements.

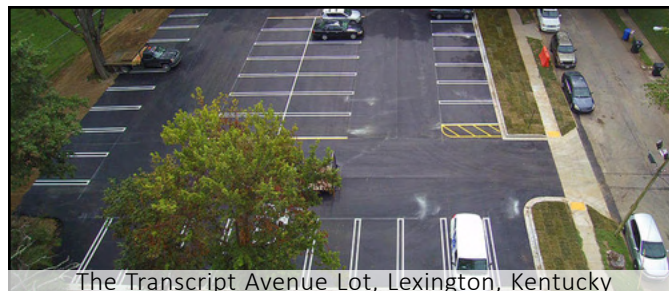
- Refer to Paradise Municipal Code Chapter 17.38 (Off-Street Parking and Loading Regulations) for specific parking lot requirements. Design must conform with Paradise Municipal Code: Chapter 8.58 (Defensible Space and Hazardous Fuel Management)

**ACCESS:**

1. Vehicle access should be carefully considered for a clear and uniform traffic pattern through the lot.
2. Parking lots should include clear pedestrian paths to enhance pedestrian access and safety.
3. Crosswalks across vehicular lanes should be clearly delineated to promote pedestrian flow between parking areas and building entrances

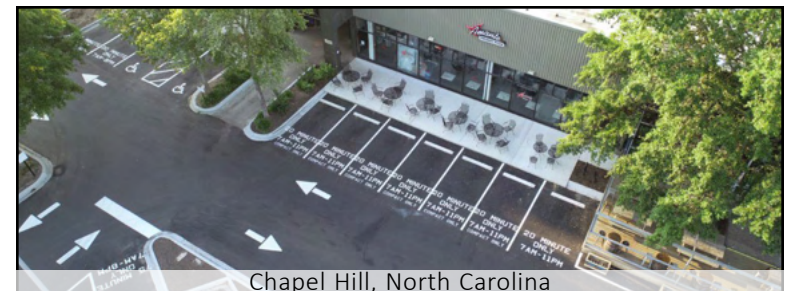
**COMBINING PARKING:**

4. Where parking lots are located adjacent to alleys on abutting properties they should, to the extent feasible, be designed as a single lot to increase security and efficiency.
5. If this joint use is infeasible and fencing is required, fences between properties should be as low as possible to allow for surveillance between properties.



The Transcript Avenue Lot, Lexington, Kentucky

- + Considers a clear and uniform traffic pattern through the lot
- + Considers parking for multiple businesses within the Downtown area
- ✗ Does not provide adequate tree shading



Chapel Hill, North Carolina

- + Considers clear pedestrian paths
- + Adjacent to property, enhances the security and efficiency for user
- + Provides adequate tree shading

## A INGRESS/EGRESS

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IRRIGATION

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TREATMENT  
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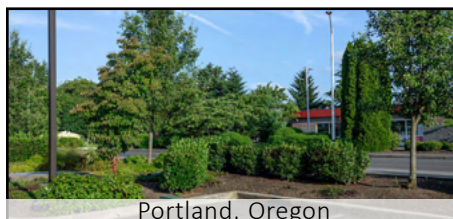
## 2-B: PARKING CIRCULATION (CONT.)

## LANDSCAPING:

6. Parking lot perimeters that have street frontage should provide an aesthetically pleasing visual buffer and follow the same general guidelines as proposed for the rest of the downtown area.
7. Plants should be chosen that are easily maintained, resilient to excess pedestrian traffic, and tolerant of excessive heat gain from asphalt parking areas. Consideration should be given to native plants.
8. Parking lot landscaping shall not prevent a clear view for emergency services such as the fire and police department.
9. Plant heights within parking lot islands and perimeter buffers should not exceed 30 inches in height, and should be evergreen in nature.
10. Accent color is encouraged. Deciduous trees should be selected to provide a minimum of 50% shade coverage of total parking area, not including drive aisles, at maturity. Planter islands in parking lots shall be a minimum of 6' x 6'. Refer to the *Planting Palette*.

## LOCATIONS:

11. Refer to *Paradise Municipal Code Chapter 17.38 (Off-Street Parking and Loading Regulations)* for parking lot location. Parking that does front on streets should be screened with an attractive wall, fence or bushes that are a minimum of 30 inches high and a maximum of 48 inches high, and in a planter with a minimum width of 5 feet.



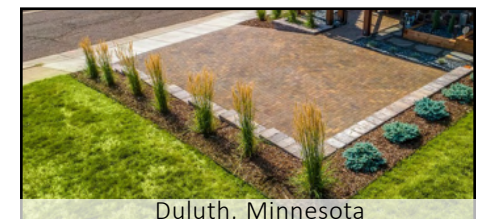
Portland, Oregon

- + Provides a pleasing visual buffer
- + Plant palette considers easy maintenance landscaping



Little Bay Park, Whitestone, New York

- + Considers drought tolerant plants
- + Clear view of emergency vehicles
- ✗ Does not provide adequate tree shading



Duluth, Minnesota

- + Does not take up the lot's street frontage
- + Planter space to provide screening
- ✗ Planting palette does not provide adequate screening

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## 2-C: PEDESTRIAN CIRCULATION

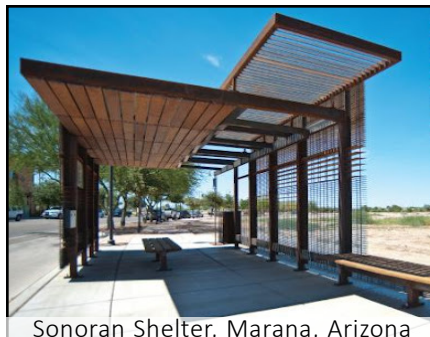
Where commercial and residential structures adjoin public areas, and along internal circulation paths of the downtown area, provide pedestrians with the greatest possible sense of safety, comfort, aesthetic pleasure, and connection to building activities at edges.

### PEDESTRIAN SHELTER:

1. Provide shade from the summer sun (and protection from the rain, when possible) with street trees, trellises, awnings and other devices along street frontages and paths internal to the project, especially on the south side of buildings.

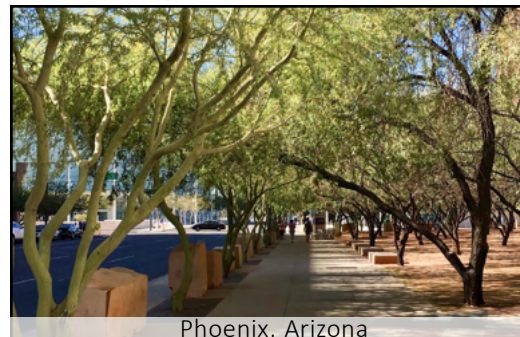
### AESTHETIC QUALITY:

2. The highest detail and material quality for projects should be placed where pedestrians have the greatest and closest contact with the project.



Sonoran Shelter, Marana, Arizona

- + Provides adequate shade
- + Allows for circulations paths, enhances safety and comfort
- ✗ Shelter design does not complement the aesthetic of the Town



Phoenix, Arizona

- + Walkable space
- + Natural tree shading
- ✗ Too dense of tree planting, can cause a fire hazard



Seaside, California

- + Shelter design complements the aesthetic of the Town
- + Provides seating for users
- ✗ Does not provide adequate shade

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## 2-C: PEDESTRIAN CIRCULATION (CONT.)

### SEMI-PRIVATE SPACES ON STREET:

3. Porches, patios, balconies, and courtyards that allow residents of mixed use projects or other users to actually and symbolically claim the space; should be placed along pedestrian paths wherever possible. This will provide clarity about who has the right to control a space, and thus a greater sense of security for the user and an increased potential for social connections.

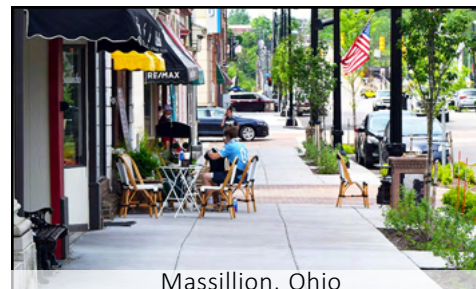
### OUTDOOR DINING SPACES ON STREET:

4. Existing porches, patios, balconies, courtyards, etc. shall be use to provide spaces for outdoor dining on the street.
5. If necessary and acceptable by the Town, parking spaces may be use to accommodate outdoor dining.
6. Outdoor dining spaces shall not encroach into the public right of way.
7. Outdoor dining spaces shall not be place in areas where it can create a safety hazard to vehicular and pedestrian access, especially to emergency services like the fire and police department.
8. Design must conform with *Paradise Municipal Code: Chapter 8.58 (Defensible Space and Hazardous Fuel Management)*.



Sacramento, California

- + Clear pedestrian path
- ✗ Outdoor dining spaces shall not encroach into the public right of way



Massillon, Ohio

- + Existing spaces used to provide spaces for outdoor dining
- + Encourages social connections
- ✗ Does not provide a clarity who has the right to control the space



Penetanguishene, Ontario, Canada

- + Provides a clarity who has the right to control the space
- + Usage of landscaping as a screening

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## 2-D:CREATING PLACES

Create spaces that are clearly defined to satisfy gathering and privacy needs of people at various scales. Each scale should be appropriate to the role of the space in the community.

### PUBLIC AND SEMIPUBLIC OPEN SPACE :

1. Design common open spaces to support the ability to create special places in the project. (Examples: Parks, plazas, and other shared open spaces.)
2. Designers should not design isolated spaces that may encourage homeless encampments.

### VISIBLE OPEN SPACE:

3. Courtyards and other common open space, internal to buildings or groups of buildings, should be as visible as possible to and from the street, and provide a “transition” between the street and private areas near the building or courtyard.



Brooklyn, New York

- + Courtyard common space
- + Provides a transition
- ✗ Design might encourage transients



Greenwood, Indiana

- + Common open space
- + Ability to create special places in project
- + Visible open space

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## 2-E: PAVING/HARDSCAPE

### FITTING INTO THE DOWNTOWN:

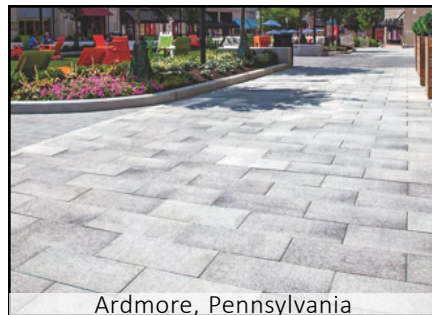
1. Hardscape design should reflect the inherent character of the Downtown area with formal patterns and layout.

### PAVEMENT TREATMENTS:

2. Support the project design concept with paving and hardscape materials selected to best complement materials, textures, and color of proposed structures, and to enhance the proposed landscaping.

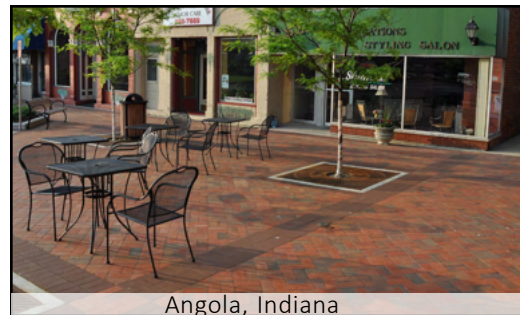
### QUALITY OF DESIGN:

3. Interesting paving patterns are encouraged. The uniqueness of a well designed hard surface can enhance the overall project design. Front entries to businesses can represent the individuality of the occupants with differing hardscape treatments.



Ardmore, Pennsylvania

- + Slip resistance surface
- + High quality material



Angola, Indiana

- + Complements the Town's aesthetic
- + Creates banding that enhances the space



Kennedy St., Washington D.C.

- + Encourages interesting paving patterns, provides individuality



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## 2-E: PAVING/HARDSCAPE (CONT.)

### MATERIALS:

4. High quality building materials are recommended. The use of complementary paving materials to create banding and/or borders can greatly enhance the richness of a paving surface without adding extraordinary project costs.

### SAFETY:

5. All paving and hardscape surfaces shall provide the proper slip resistance to prevent potential injuries. Property owners and designers should check the *Paradise Municipal Code* and with Town building officials for current codes concerning this issue.

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K SERVICE/UTILITY/  
WASTEWATER  
TREATMENT  
AREASL ENERGY  
EFFICIENCY

## 2-F: LOCATION OF STRUCTURES

Structures can create usable outdoor places and continuity of desirable characteristics of adjoining structures along the street face. Locate buildings on the site to complement the natural topography.

- *Refer to Paradise Municipal Code, Design must conform with Paradise Municipal Code: Title 8 (Health and Safety)*

### PLACE OF TRANSITIONS:

1. Fences, bushes, changes, portals, porches, and doors which face the street should be used to provide transition between varying levels of public accessibility and privacy. They should delineate the use and ownership of public, semipublic, and private spaces, but should not be visual barriers.

### COMMON FACILITIES:

2. The inclusion of common facilities that respond to the anticipated needs of the users is encouraged. Under most circumstances, these common facilities should be located to provide a bridge between the downtown, the greater redevelopment project area, and the community defined by the project, e.g., a public seating area at major entrances to the project.



- + Provides a transitional space
- + Encourages public access

A INGRESS/EGRESS

B PARKING  
CIRCULATIONC PEDESTRIAN  
CIRCULATION

D CREATING PLACES

E PAVING/  
HARDSCAPEF LOCATION OF  
STRUCTURESG LANDSCAPING/  
IRRIGATION

H FENCES/WALLS

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## 2-G: LANDSCAPING/IRRIGATION

### PLANT SELECTION:

1. The landscape design should balance the needs of the natural environment and its human inhabitants. Each site should be analyzed to determine the specific functional and spatial requirements.
2. Select plants and trees appropriate to the Paradise area that blend with and complement the surrounding neighborhoods, and that are sized appropriately for maximum healthy growth within the planting area. A recommended *Plant Palette* can be found in Appendix.
3. Incorporate appropriate landscaping that includes a variety of trees, shrubs and other plantings.
4. On-center spacing should not follow a specified formula but should provide for a visually uniform canopy that creates minimum obstruction of signage, street lighting, and building entries.
5. Colorful ground plantings at intersections are encouraged.
6. Ground cover planting, with the exception of turf, are encouraged within parkway strips and commercial frontages.
7. Refer to *Paradise Municipal Code Chapter 8.58.060 (Defensible Space/Hazardous Fuel Management Requirements)* for five (5) feet non-combustible perimeter.



- + Landscape design enhances a balanced environment
- + Incorporates variety of planting



- + Encourages colorful planting
- + Design focuses on specific users, storefronts



- + Encourages vine planting, add a beauty component while screening the wall

A INGRESS/EGRESS

B PARKING  
CIRCULATIONC PEDESTRIAN  
CIRCULATION

D CREATING PLACES

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## 2-G: LANDSCAPING/IRRIGATION (CONT.)

### DIVIDERS:

8. Planted areas in parking lots and driveway entrances should be large enough to function as a physical divider, provide an aesthetic landscape area, and be easily maintained.
9. Plants should not intrude ingress/egress areas and vehicular access.

### MECHANICAL IRRIGATION VS HAND WATERING:

10. The plant material lives a healthier life cycle with consistent supplemental watering. An automatic, underground, irrigation system is required to promote and/or protect the landscape investment that is installed with new projects.

### DRIP IRRIGATION:

11. Drip irrigation is the most efficient means to deliver supplemental water to plant material, but it requires more attention and maintenance than a conventional spray system. Drip irrigation is recommended for water conservation and reduction of water runoff, but if proper maintenance can not be provided, a conventional spray system is preferable.
12. Irrigation design shall meet *MWELo (Model Water Efficient Landscape Ordinance) Requirements*.



Drip Irrigation System, Netafim

A INGRESS/EGRESS

B PARKING  
CIRCULATIONC PEDESTRIAN  
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## 2-G: LANDSCAPING/IRRIGATION (CONT.)

### SPRINKLER:

13. All sprinkler heads (when used) adjacent to walks, curbs, or any pedestrian way should be pop-up varieties. Adjust all sprinkler heads to provide even coverage and to avoid overthrow onto walks, walls, and windows. Install anti-drain valves to prevent line drainage and soil erosion. Irrigation heads within turf grass areas should provide head-to-head coverage. Turf grass planting should be irrigated separately from shrub/groundcover areas. Trees should be deep irrigated with bubblers.

14. When installing overhead sprays near impervious paving, irrigation shall have a 24" minimum setback.

### WATER CONSERVATION:

15. Select trees and plants that reflect the climate of Paradise and minimize water consumption. Refer to the *Planting Palette*.



Sprinkler System, Rainbird

A INGRESS/EGRESS

B PARKING  
CIRCULATION

C PEDESTRIAN  
CIRCULATION

D CREATING PLACES

E PAVING/  
HARDSCAPE

F LOCATION OF  
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AREAS

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EFFICIENCY

## 2-H: FENCES/WALLS

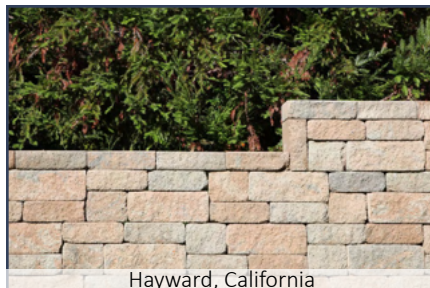
### DETAILING AND MATERIALS:

1. Detailing and materials of walls and fences shall reflect the style and character of the building and its site. Walls should be painted to match or complement the surrounding architecture. Brick and natural stone should not be painted.
2. Chain-link fences, plywood, barbed wire, and concertina (razor) wire fences are not permitted in public views in the *Downtown Revitalization Master Plan Area*.
3. For fencing material within five (5) feet from any structure, see *Paradise Municipal Code Chapter 8.58 (Defensible Space and Hazardous Fuel Management)*.

### SCREENING:

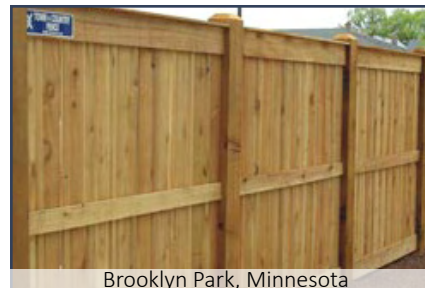
4. Fences/Walls should be screened with upright shrubs or trellised vines as needed. Aesthetic complementary shall be considered. The design shall comply with *Paradise Municipal Code Chapter 8.58 (Defensible Space and Hazardous Fuel Management)*. A combination of fencing and landscaping shall screen public views of the following:

- Parking lots
- Trash disposal areas
- Service and loading/unloading areas
- Equipment on the roof, side of building, or ground
- Wastewater treatment equipment



Hayward, California

- + Wall style complements the Town's aesthetic



Brooklyn Park, Minnesota

- + Encourages property boundary
- + Provides privacy and security
- + Aesthetically appealing
- ✗ Wood material "Flammable"



Marshfield, Massachusetts

- + Provides adequate screening
- + Combination of fencing and landscaping

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CIRCULATION

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IRRIGATION

H FENCES/WALLS

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WASTEWATER  
TREATMENT  
AREASL ENERGY  
EFFICIENCY

## 2-I: SITE FURNISHINGS

Utilize site and street furniture of a design, material, and color that best complements the proposed structure and landscaping concept.

## DESIGN:

1. The proposed furnishing should be of a quality consistent with the surrounding neighborhood. Furniture, such as benches, chairs, tables, and drinking fountains, should be simple in character and compatible with the style, color, and scale of adjacent buildings and outdoor spaces.

## DRINKING FOUNTAINS:

2. The inclusion of drinking fountains within outdoor spaces, adjacent to businesses, transit stops and multi-family residential buildings, is encouraged.

## BENCHES:

3. Benches should be placed in an area where it is easily accessible and made of all-weather materials. Metals should have a non-corrosive finish. The style should work with the architecture of the business and maintained by the same business.



Outdoor Fountain, Elkay

+ ADA accessible and dog-friendly



Commercial Park Bench, BYO Recreation

+ All weather and non-combustion is tied in with the Architecture

✗ Inaccessible for all users



Contemporary Table, Victor Stanley (Maryland)

+ Neutral Colors, See Appendix for color suggestions

✗ ADA Accessible

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## 2-I: SITE FURNISHINGS (CONT.)

### TABLES:

- Benches should be placed in an area where it is easily accessible and made of all-weather materials. Metals shall have a non-corrosive finish. A shade canopy is highly recommended for seasonal weather.

### TRASH RECEPTACLES:

- Trash receptacles should be placed in an area where it is easily accessible and made of all-weather materials. Metals should have a non-corrosive finish. The style should work with the architecture of the business and maintained by the same business.

### PLANTERS:

- Raised planters are acceptable and should be fabricated with durable all-weather materials. Pots should not drain onto sidewalks and are encourage to have plant materials suggested in the *Appendix*.



Trash Receptacle, Victor Stanley (Maryland)

- + Maintained and provided for outdoor seating areas



Bike Racks, Reliance Foundry

- + Meets Town code
- + Aesthetically appealing
- + Accessible



San Francisco, California

- + Well maintained and accessible
- ✗ Impeding pedestrian movement



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## 2-I: SITE FURNISHINGS (CONT.)

### BIKE RACKS:

7. Bike racks should be placed in an area where it is easily accessible and made of all-weather materials. Metals shall have a non-corrosive finish. Bike racks should meet *CalGreen (California Green Building Standards Code 2019) Standards* and not be located in area to hinder pedestrian movement.

### BIKE STORAGE:

8. Bike storage should be placed in an area where it is easily accessible and made of all-weather materials. Metals shall have a non-corrosive finish. Bike storage should meet *CalGreen (California Green Building Standards Code 2019) Standards* and not be located in area to hinder pedestrian movement.

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## 2-J: SITE LIGHTING

Site lighting shall have a scale, design, and color that best complements the character and design of the adjacent structure. Lighting should be visible from the exterior of a building and the project's boundaries should be limited to that necessary for security, safety, and identification. It should also be screened from adjacent areas and not be directed in an upward manner or beyond the boundaries of the parcel on which the building is located.

### PATH:

1. Paths through covered or open courtyards should be illuminated.

### LOCATION AND DESIGN:

2. Lighting should be accomplished in a manner that does not create glare for pedestrians, drivers, or adjacent properties. If light fixtures are visible, they should have a low enough intensity or have adequate diffusing lenses to minimize their brightness. The emphasis should be on lighting landscape, pedestrian spaces, or building surface. Lighting style shall be compatible with the street theme. Refer to the *Paradise Municipal Code* for parking lot height and location requirements.



New York City, New York

- + Light fixture complements the Town's aesthetic, providing a "traditional" look
- + Type of lighting does not cause glare for users



Erwin, Tennessee

- + Light fixture complements the Town's aesthetic
- + Illuminates paths for user



Commercial Lighting, Sternberg Lighting, Illinois

- + Light fixture encourages individuality of design

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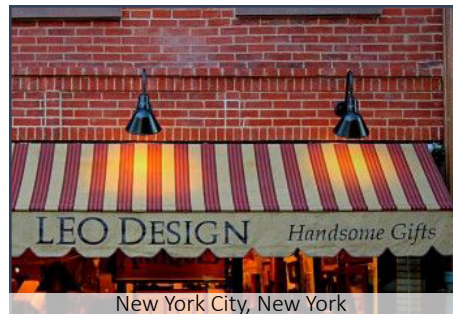
## 2-J: SITE LIGHTING (CONT.)

### UNDER CANOPY AND ENTRY LIGHTING:

- Under canopy and entry lighting shall be placed to illuminate the pedestrian walkway which may be shaded from streetlights. These fixtures may be recessed down lights or pendant fixtures set in the soffit or other wall mounted shaded fixtures.

### PARKING LOTS:

- Parking lots must provide adequate lighting for safety. Lighting should complement the building lighting fixtures. Refer to *Building Design, Section 1.B.* for lighting on building facades.



- + Provides adequate entry lighting on the exterior of the building
- ✗ Lighting does not extend beyond awning to provide lighting under canopy



- + Light fixture complements the Town's aesthetic
- + Illuminates paths for user

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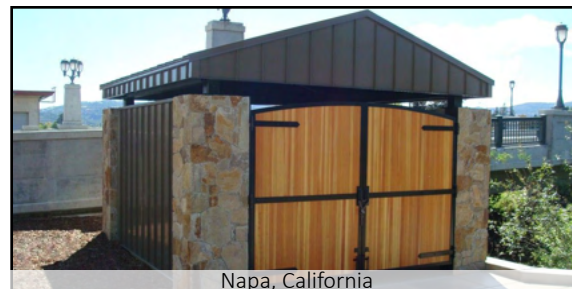
K SERVICE/UTILITY/  
WASTEWATER  
TREATMENT  
AREASL ENERGY  
EFFICIENCY

## 2-K: SERVICE, UTILITY, AND WASTEWATER TREATMENT AREAS

### TRASH AND RECYCLING ENCLOSURE DESIGN:

1. Prior to the design of a trash enclosure it is recommended that the applicant consult with the trash hauler company providing refuse collection services to the property. The enclosure shall be integrated with the building through the use of compatible materials and detailing; for example, if the building is brick, then the enclosure shall be brick to match. In addition, landscape screening is desirable.

- Masonry is the most appropriate material for trash enclosures because of its extreme durability. The exterior shall be designed to be compatible with the building design.
- If the exterior of the building is primarily wood siding a wood enclosure may be approved provided the following guidelines are met:
  - The walls are constructed, at a minimum of 2x4's at 16" on center.
  - The walls shall sit on 6" high concrete curb which shall extend into the interior of the enclosure, serving as a wheel stop to prevent the trash bin from coming in contact with the walls.
  - The exterior shall be sided with the same material as the building.
  - The interior shall be sheathed in 3/4" plywood and painted to provide a washable surface.
  - Wood fencing, chain link fencing and chain link with redwood slats are not acceptable trash enclosure materials. Exposed concrete block may not be acceptable unless adequately detailed and screened.



Napa, California

- + Enclosure is aesthetically pleasing
- + Compatible materials



Escondido, California

- + Landscape screening

A INGRESS/EGRESS

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CIRCULATIONC PEDESTRIAN  
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EFFICIENCY

## 2-K: SERVICE, UTILITY, AND WASTEWATER TREATMENT (CONT.)

### SERVICE AREA ENCLOSURE:

2. They may also stand apart from the building. In these cases the enclosure shall be constructed of substantial, durable materials that are compatible with the building finishes, as noted below, and shall be screened with landscaping in a planter which shall be along the entire trash enclosure wall perimeter.

### MECHANICAL, ELECTRICAL SERVICES AND SITE EQUIPMENT:

3. New surface mounted exposed conduit or electrical lines are not acceptable. Electrical switch gear, meters, etc., which are visible to the public must be screened or housed in an enclosure that is compatible in design to the structure.
  - Site equipment such as vapor recovery units, transformers, gas and electric meters, irrigation controls, fire department connections, sprinkler risers, etc., must be screened from view at both the front and rear of buildings by landscaping and/or approved enclosures while still providing service and maintenance access.

### ROOF MOUNTED EQUIPMENT:

4. Roof mounted equipment must be thoughtfully located. Air conditioners, fans, vents, antennae, and other roof top equipment must be set back from the roof edge sufficiently to be out of the line of sight of a pedestrian on the opposite side of the street, or this equipment must be screened from view. Screening materials should be substantial, durable materials, compatible with the design and materials of the building. Refer to *Building Design* for specifications.

### WASTEWATER TREATMENT FACILITIES:

5. Wastewater treatment equipment must be secured behind an approved fence system and obscured from site by landscaping. Facilities that are located within the public view will have more site-obscuring landscaping required.

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## 2-L: ENERGY EFFICIENCY

Incorporate practical energy efficient strategies in the project design. Refer to the current *California Green Building Code* located online at, <https://codes.iccsafe.org/content/CAGBSC2019/cover>. The following list of the most practical energy efficiency strategies for building design apply to both residential and commercial uses, unless stated otherwise. Strategies should be integrated into the design of the building and not “tacked on.”

### SITE DESIGN ELEMENTS:

1. Deciduous trees should be a part of the landscape improvements, especially those that are positioned to shade windows, the building, air conditioning units, and paved areas, including the street. South and west facing sides of the building that are shaded with deciduous trees will save the most energy.

### EQUIPMENT ELEMENTS:

2. Include well insulated envelopes that minimize conductive and convective heat transfer through walls, ceilings, elevated floors and window systems. Consider night ventilation, economizer cycles, direct and indirect evaporative cooling, and other efficient heating and cooling strategies. Consider passively cooled thermal mass in residential construction, solar water heaters integrated with the forms of buildings, efficient electric lighting systems, electric vehicle charging stations in new parking lots, elements that reduce water consumption (low flow fixtures, recycled grey water, etc.), and appropriate solar design including allowance for future distributed generation systems such as photovoltaics and fuel cells.

### UTILITY CONSULTATION:

3. Early consultation with utilities on energy efficiency for medium and large-sized projects is strongly encouraged.

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EFFICIENCY

## 2-L: ENERGY EFFICIENCY (CONT.)

### SITE LIGHTING:

- Should be design to include cut-offs to minimize the negative effects of lighting of the sky.

### SOLAR ACCESS - ADJACENT PROPERTY:

- To protect solar options on adjacent properties, projects should be designed to respect solar access on adjacent properties. Refer to *Building Design* for specifications.

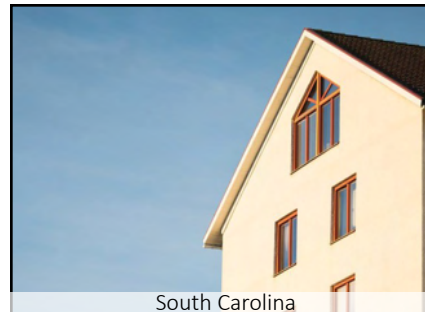
### SOLAR ACCESS - ROOF AREA:

- To allow for future solar options, projects should be designed to provide a south-facing roof area equivalent to 20% of the building floor area with unobstructed solar access. Refer to *Building Design* for specifications.



Renton, Washington

- + Promotes energy efficiency, car charging station



South Carolina

- + Light-colored finishes to help keep the building cool



Solar Panel, Carolina Solar

- + Promotes energy efficiency

# SIGNS:

DESIGN CONSIDERATION

SIZE, COLOR, AND FONT

QUALITY AND MATERIALS

LOCATION ON BUILDING

ARCHITECTURE COMPATIBILITY & CORPORATE IDENTITY



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A SIGN DESIGN  
CONSIDERATIONB SIGN SIZE, COLOR,  
AND FONTC QUALITY AND  
MATERIALSD LOCATION ON  
BUILDINGE ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY**3-A: SIGN DESIGN CONSIDERATION**

Signs are essential to any business. They are not only the most affordable means of advertising for many businesses, but also the first impression that the public gleans about your business. Well-designed and optimally visible signs are invaluable to a business, whereas ill-designed and incompatible signs detract from a business and can result in reduced patronage.

Signs are one of the most noticeable elements along Paradise's commercial streets and play a major role in creating a visual image for the Town. Well-designed signs add to the Town's attractiveness whereas signage that is poorly designed, constructed from low quality materials, or does not match the scale or style of the adjacent buildings reflects negatively on the streetscape and may negatively impact viewers' perceptions of local businesses and the broader community. Because of these factors, the Town encourages well designed signage using high quality materials and a clearly communicated message.

It is in the interest of the Town, its residents, and local businesses that clear standards for sign design, materials, and placement are established to contribute to the expression of local character and the development of a distinctive Town image. The town-wide Design Standards are intended to assist property owners and business owners in understanding Town expectations, and to enhance the physical appearance of the Town.

*Refer to the Paradise Municipal Code, Chapter 17.37 regarding current sign regulations.*

**DOWNTOWN SIGNS:**

1. Downtown signs should primarily be oriented to pedestrians. The pedestrian-oriented sign is usually read from a distance of fifteen to twenty feet.
2. Signs within the Downtown area shall be compatible with the existing architecture and lawful conforming signage in the vicinity ( $\pm$  300 feet) of the signs. The size and shape of a sign shall be proportionate with the scale and the architecture of the building and/or structure.
3. Signs shall contribute to the general appearance of the street and the character of the neighborhood in which they are located.
4. Wall signs shall be placed to establish facade design continuity, scale and proportion.
5. As an alternative to an attached sign, lettering may be painted directly on the building facade.

A SIGN DESIGN  
CONSIDERATIONB SIGN SIZE, COLOR,  
AND FONTC QUALITY AND  
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IDENTITY

## 3-A: SIGN DESIGN CONSIDERATION (CONT.)

## ENCOURAGED SIGNS:

6. Blade, or hanging signs that are pedestrian-oriented.
7. Flush-mounted wall signs with backlighting at the upper portion of the first story.
8. Matte or non-glossy backgrounds as glare and shine can contribute to illegibility.
9. Prefer ivory or off-white backgrounds. Bright, stark white backgrounds contribute to illegible signs.
10. Illuminated signs where the panel is dark, the lettering is light and illuminated.
11. Building signs at customer accessible rear building entrances.

## ACCEPTABLE SIGNS:

12. Awning signs (restricted to the valance or end flap); can be internally illuminated or backlit.
13. Neon tube lighting on painted wall signs, on window signs, around architectural features and on signs.
14. Marquee signs for movie and theater and/or "community service" uses.
15. Exterior signage for special sales promotions, etc.



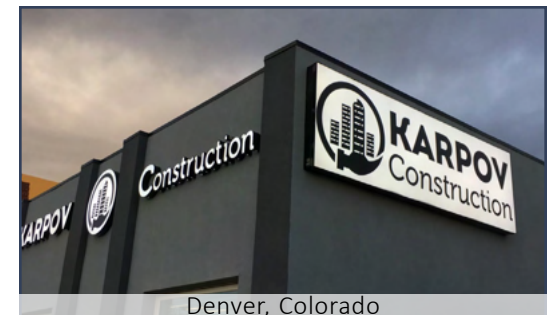
Minneapolis, Minnesota

- + Oriented towards pedestrian
- + Clearly legible hanging sign at storefront



Midlothian, Virginia

- + Monument signage within property line, highly visible.
- ✗ Blocking sightlines for vehicles



Denver, Colorado

- + Flush mounted wall signs with backlighting
- + Good visibility for multiple users
- + Location of sign on the wall

A SIGN DESIGN  
CONSIDERATIONB SIGN SIZE, COLOR,  
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## 3-A: SIGN DESIGN CONSIDERATION (CONT.)

16. Portable signs professionally designed and temporary that comply with ADA accessibility and placed to not obstruct pedestrian movement.
17. Monument signs are allowed if there is appropriate distance set back from the street or parking areas.
18. Attachments must be compatible with building design and compliment surrounding businesses and area. Natural coloring and landscaping is preferred.

## DISCOURAGED SIGNS:

19. "Temporary" banners for business identification for more than 60 days unless extended by the Planning Director per *Paradise Municipal Code 17.37*.
20. Projecting, emitting, rotating, moving, or flashing signs; exposed raceways behind channel letters.
21. Pole signs; free-standing or otherwise.
22. Roof mounted signs upon buildings at or above street level (see exception *Paradise Municipal Code Chapter 17.37*).
23. Any signs above the first story (except window signs or in some cases, wall mounted signs upon any facade or parapet at the upper portion of a single story building).
24. Balloon signs, paper-, cloth-, or plastic-streamers and bunting (except holiday decorations).



Austin, Texas

- + Temporary signs for daily business use.
- ✗ Obstruction to pedestrian movement



Eugene, Oregon

- ✗ Mounted signs are not approved by town unless there's no physical location for a sign. Flush mounted parapet signs are allowed.
- ✗ Poorly constructed, unstable roof mounting



Milwaukee, Wisconsin

- ✗ Pole signs; free-standing
- ✗ Located in the public's right of way

A SIGN DESIGN  
CONSIDERATION**3-A: SIGN DESIGN CONSIDERATION (CONT.)**B SIGN SIZE, COLOR,  
AND FONTC QUALITY AND  
MATERIALSD LOCATION ON  
BUILDINGE ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY**DISCOURAGED SIGNS (CONT.):**

25. Traffic sign replicas.
26. Handmade portable signs that are not professionally designed, that violate ADA accessibility requirements, or that obstruct pedestrian movement.
27. Signs with obscene, indecent or immoral content.
28. Signs constituting a safety hazard.
29. Monument signs are not allowed in the Downtown if the business is located on a zero lot line. Refer to *Paradise Municipal Code Chapter 17.37.700 (Business signs - Regulations in All Zoning Districts)*.
30. Plastic or vinyl material stretched over a structure as a temporary sign except as allowed in the zoning code.

A SIGN DESIGN  
CONSIDERATIONB SIGN SIZE, COLOR,  
AND FONTC QUALITY AND  
MATERIALSD LOCATION ON  
BUILDINGE ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY

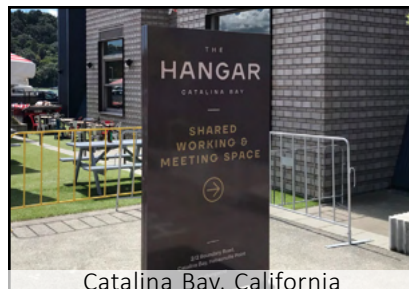
## 3-B: SIGN SIZE, COLOR, AND FONT

## SIGN SIZE:

1. Refer to Paradise Municipal Code; Chapter 17.37 regarding current sign regulations. All signs shall relate proportionately in size and placement to other building elements.
2. Window Signs: Refer to Paradise Municipal Code; Chapter 17.37 regarding current sign regulations of window signs.
3. Monument signs: are permitted if sight distance and engineering Right of Way specifications allow. New monument signs and monuments signs proposed in new developments are required to be landscaped. The landscape plan for the newly proposed monument sign must be reviewed as part of the Design Review process for the new sign.

## SIGN COLOR:

4. Sign color is just as important as the textual content. To be effective, the color should contribute to the legibility and design integrity of the affected property and should complement the colors of the building. Due to our geographical setting, natural, earth-tone colors are the preferred color palette for buildings and signs in the Downtown. Refer to the *Appendix*.



Catalina Bay, California

- + Size is at pedestrian scale
- ✗ Blocking access to site amenities or entries



Norcross, Georgia

- + Simple contrasting color scheme, See colors in Appendix Section



York, United Kingdom

- + Size appropriate to entrance and building
- ✗ Extending into Public Right of Way

A SIGN DESIGN  
CONSIDERATIONB SIGN SIZE, COLOR,  
AND FONTC QUALITY AND  
MATERIALSD LOCATION ON  
BUILDINGE ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY**SIGN FONT:**

5. Sign fonts should be uniform, limited of change, appropriately scaled, and easily legible. A sign containing too many fonts can be difficult to read, confusing, and appear disorganized. Some fonts can be very difficult to read at any reasonable distance. In addition, the environment of the sign placement should be taken into account.

*The **U**se of **Too Many** Fonts **C**an be **confusing!***

- ✗ Difficult to read
- ✗ Confusing

A b C d e

- + Large bold lettering
- ✗ Thin font with minimal background contrasting

A SIGN DESIGN  
CONSIDERATION

B SIGN SIZE, COLOR,  
AND FONT

C QUALITY AND  
MATERIALS

D LOCATION ON  
BUILDING

E ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY

## 3-C: QUALITY AND MATERIALS

All signs shall be constructed of high quality and weatherproof materials. All signs must be designed by a professional sign company or sign artist. Appropriate materials shall be used for all elements of signs including all letters, exposed edges, and surfaces.

*Except for decorative wrought iron, any exposed hardware such as conduit, tubing, raceways, conductors, transformers, mounting hardware and other equipment shall be concealed.*

A project proposed with inappropriate materials may apply for special considerations only if the Town sign permit administrator determines that one of the following is applicable:

- The proposed material, in the particular application, will blend well with the existing or new materials;
- Other materials would not achieve the same desired theme of the proposed use; or
- The overall architectural design and detailing is of such quality as to justify its use.

### PREFERRED SIGN MATERIALS:

1. Metal, wood, print on canvas awnings, painted graphics on building surfaces

### ALLOWABLE SIGN MATERIALS:

2. Plexiglas, lexan or plastic, neon, vinyl lettering, other durable products deemed suitable for outdoor signs

### PROHIBITED SIGN MATERIALS:

3. Unfinished plywood, particle board or paper.



Paradise, California

+ All weather materials



Fair Oaks, California

+ Enhanced lighting and durable materials

✗ Painted directly on building



A SIGN DESIGN  
CONSIDERATION

B SIGN SIZE, COLOR,  
AND FONT

C QUALITY AND  
MATERIALS

D LOCATION ON  
BUILDING

E ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY

## 3-D: LOCATION ON BUILDING

### FLUSH MOUNTED SIGN:

1. Sign placement should be symmetrically located within space that is defined by the building's architectural features such as its massing and its trim.

### AWNING SIGNS:

2. An awning is permanently attached to a building or can be raised or retracted to a position against the building when not in use. An awning sign is a message that is painted, printed, sewn, or stained onto the awning or awning flap.
3. The sign on awnings shall be placed on the awning flap. The flap shall be at least eight (8) inches in height and with enough contrast so that the letters and symbols can be easily read.
4. The color of an awning sign shall be compatible with and complementary to the color and material of the building to which it is attached.



Dallas, Texas

- + Flush mounting.
- + Emphasizes main entrance
- × Non contrasting colors



Nashville, Tennessee

- + Meets construction methods and standards
- × Contrasting the building character

A SIGN DESIGN  
CONSIDERATION

B SIGN SIZE, COLOR,  
AND FONT

C QUALITY AND  
MATERIALS

D LOCATION ON  
BUILDING

E ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY

## 3-D: LOCATION ON BUILDING (CONT.)

### PEDESTRIAN-ORIENTED HANGING/SHINGLE SIGNS:

5. A hanging sign is generally located below awning level and is intended to be read by pedestrians along a sidewalk or arcade and by motorists in slow-moving vehicles.
6. A hanging sign shall be hung perpendicular to and shall not project more than five (5) feet from the face of the building.
7. Hanging signs shall not be located within close proximity to other hanging signs or projecting signs, preferably maintaining a separation of at least twenty-five (25) feet from each other.
8. The placement of a hanging sign shall not impede the safe movement of people or vehicles within a public right-of-way and shall be properly secured to a building in a structurally sound manner.

### PROMOTIONAL BANNER SIGNS:

9. Refer to the *Paradise Municipal Code; Chapter 17.37* regarding current sign regulations referencing promotional banner signs.

A SIGN DESIGN CONSIDERATION

B SIGN SIZE, COLOR, AND FONT

C QUALITY AND MATERIALS

D LOCATION ON BUILDING

E ARCHITECTURAL COMPATIBILITY & CORPORATE IDENTITY

### 3-E: ARCHITECTURAL COMPATIBILITY & CORPORATE IDENTITY

#### ARCHITECTURAL COMPATIBILITY - COMPLEMENT BUILDING:

1. Signage shall be modestly scaled and shall be incorporated into an architectural element that complements the overall character of the building. All signs shall relate proportionately in placement and size to other building elements, and sign style and color should complement the building façade.

#### CORPORATE IDENTITY:

2. Corporate identity shall be secondary in the design of projects, and projects shall be consistent with the architecture of the surrounding community.

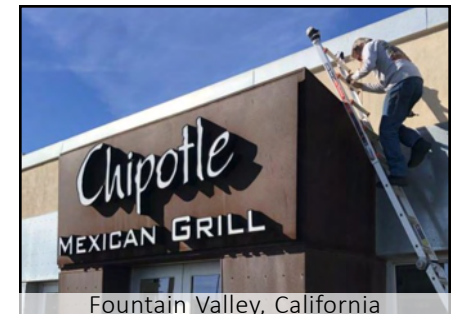
- **Signs:** Corporate signage for renovations shall be modest in scale and located to be compatible with the existing building.



- + Not out of scale with building
- ✗ Oversized corporate stamping



- + Standard corporate identity within private development lot
- ✗ Non-standard placement or appearance



- + Placement complements business entrance and identity
- ✗ Within scale

# STREETSCAPE:

LANDSCAPE DESIGN

PRESERVATION OF TREES

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## A LANDSCAPE DESIGN

## B PRESERVATION OF TREES

## 4-A:LANDSCAPE DESIGN

## LINE OF SIGHT:

1. Sight distance for driveways should be protected with the use of visibility triangles on each side of the driveway to ensure adequate visibility. In this area, structures, fences, walls and plant material, with the exception of street trees, should not exceed 2.5 feet in height above the street grade. Clear sight triangles will vary based on roadway speeds and other criteria. Refer to *AASHTO (American Association of State Highway and Transportation Officials): A Policy on Geometric Design of Highways and Streets, Current Edition and Paradise Development Regulations* for additional requirements.

## STREET TREE CANOPIES:

2. Street trees shall be selected from a mixed palette and shall consist of both deciduous and evergreen tree species with large broad canopies, including indigenous conifers. Provide adequate planter areas, irrigation source and maintenance.



Fair Oaks, California

- + Provide adequate planter area
- + Deciduous tree
- ✗ Encroaches the public right of way



Camden, Pennsylvania

- + Allows good pedestrian visibility
- ✗ Blocking pedestrian line of sight



Seattle, Washington

- + Seasonal color/low water use plant types, See Appendix
- ✗ Non-maintained plants

A LANDSCAPE  
DESIGNB PRESERVATION OF  
TREES**4-A:LANDSCAPE DESIGN (CONT.)****FOUNDATION PLANTING:**

3. Foundation planting should be installed where there are building setbacks. The intent is to soften the transition between the architectural element and the ground plane. The plant material should be selected to maintain its natural form throughout the year. Only low-growing vegetation with high-moisture content, such as flowers and ground covers and green lawns, free of dead vegetative debris, shall be allowed within five (5) feet of any structure. *Refer to the Defensible Space Ordinance.*

**WATER CONSERVATION:**

4. Select trees and plants that reflect the climate of Paradise and minimize water consumption.

**PAVING/HARDSCAPE**

5. Refer to *Site Design, Section 2.E* for specific requirements. Pavement materials, colors, and finishes shall be developed in coordination with Town Staff.

**LANDSCAPE IRRIGATION**

6. Refer to *Site Design, Section 2.G* for specific requirements.

**LANDSCAPE SITE FURNISHINGS**

7. Refer to *Site Design, Section 2.I* for specific requirements.

## A LANDSCAPE DESIGN

## B PRESERVATION OF TREES

**4-B: PRESERVATION OF TREES**

Street trees can be one of the most valuable assets to providing a city aesthetic character. Whenever possible, retain existing street trees and trees on sites that have been determined to be of significant value in contributing to the final landscape design.

**ARBORIST:**

1. Consult with a professional arborist for advice on the health and maintenance of existing trees and sections of street trees prior to design.
2. Preserve existing street trees. When replacing or building new sidewalks near existing historic trees, sidewalks should provide additional spaces and bend around widened tree trunks to lessen concrete-root conflicts. Provide appropriate new street trees that fit within the existing planting patterns.

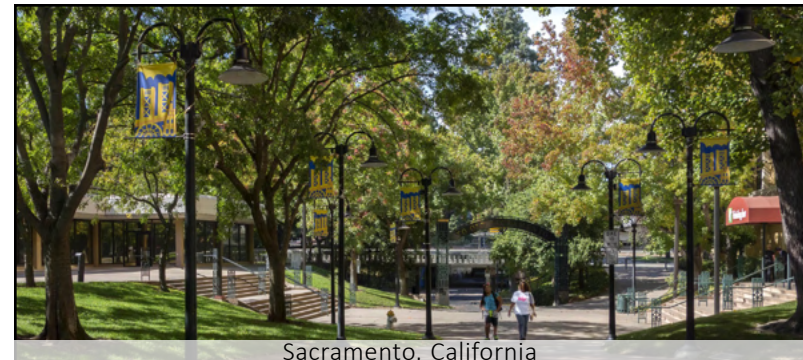
**HEALTHY TREES:**

- New development shall minimize loss of healthy existing trees.



Northfield, Minnesota

+ Appropriate tree staking



Sacramento, California

+ Maintained tree canopy



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# APPENDIX:

GLOSSARY

DESIGN REVIEW COMMITTEE & PROCESS

PLANT PALETTE

COLOR PALETTE

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## GLOSSARY:

**ADDITION:** New construction added to an existing building or structure.

**ACCESSORY (OR ANCILLARY) STRUCTURES:** A structure detached from a principal building located on the same lot and customarily incidental and subordinate to the principal building or use.

**ALTERATION:** Work which impacts any exterior architectural feature including construction, reconstruction, or removal of any building or building.

**ANIMATED:** Describes the use of building elements, areas, and colors that create variety and a sense of activity in and around a building.

**APPURTENANCE:** An appendage that is attached to a structure such as a roof top mechanical system, enclosed storage area, etc..

**ARTICULATION:** The dividing or segmenting of building elements into smaller components to create a sense of finer detailing. The variations in the exterior of the building or massing of buildings in a development. Elements of articulation may be described in terms of roughness of surface material, numbers of openings, patterns within the material or of different materials, massing, etc. Articulation can reduce the scale of larger buildings by the use of small detailed patterns.

**BALUSTER:** A turned or rectangular upright member supporting a stair rail.

**BALUSTRADE:** An entire railing system with top rail and balusters.

**BARGEBOARD:** A board which hangs from the projecting end of a gable roof covering the end rafters, and often sawn into a decorative pattern.

**BAY WINDOW:** A window in a wall that projects at an angle to another wall.

**BOARD AND BATTEN:** Siding fashioned of boards set vertically and covered where their edges join by narrow strips called battens.

**BOLLARD:** A vertical element designed to prevent the movement of vehicles across a roadway or into a pedestrian area.

**BRACKET:** An ornamental or structural member or both set under a projecting element, such as the eaves of a house.

**CAPITAL:** The head of a column or pilaster.

**COLUMN:** A vertical support, usually supporting a member above.

**CORBEL:** In masonry, a projection, or one of a series of projections, each stepped progressively farther forward with height and articulating a cornice or supporting an overhanging member.

**CORNICE:** The uppermost projecting part of an entablature, or a feature resembling it. Any projecting ornamental molding along the top of a wall, building, etc.

**CRESTING:** Decoration applied along roof ridges generally consisting of ornamental metal.

**DENTILS:** A row of small tooth-like blocks in a classical cornice.

**DESIGN CONTINUITY:** A unifying or connecting theme or physical feature for a particular setting or place, provided by one or more elements of the natural or created environment. Consistency in scale, quality, or character between new and existing development so as to avoid abrupt and/or severe differences.

**DESIGN RHYTHM OR PATTERN:** The regular or harmonious recurrence of lines, shapes, forms, elements or colors, usually within a proportional system.

**DORMER WINDOW:** A window that projects from a roof.

**DOUBLE HUNG WINDOW:** A window with two sashes, one sliding vertically over the other.

**EAVES:** The edge of a roof that projects beyond the face of a wall.

**ELEVATION:** The external faces of the building.

**ELL:** The rear wing of a house, generally one room wide and running perpendicular to the principal building.

**ENGAGED COLUMN:** A round column attached to the wall.

**ENTABLATURE:** The band of moldings near the top of a facade, divided into cornice, frieze, and architrave.

**FACADE:** The exterior walls of a building exposed to public view, or that wall viewed by persons not within the building.

**FENESTRATION:** The arrangement of windows on a building.

**FINIAL:** A pointed ornament at a gable peak.

**FLUTING:** Shallow, concave grooves running vertically on the shaft of a column, pilaster, or other surface.

**FRETWORK:** Ornamental woodwork, cut into a pattern, often elaborate.

**FRIEZE BOARD:** A flat board at the top of a wall directly beneath the cornice.

**GABLE:** The triangular section of a wall to carry a pitched roof.

**GABLE ROOF:** A roof with a central ridge and one slope at each side.

**HARDSCAPE VS. SOFTSCAPE:** Hardscape street improvements that include paving elements, such as roads sidewalks, and medians.

Softscape improvements include landscaping elements, such as trees, bushes and other plant material.

**HIPPED ROOF:** A roof with uniform slopes on all four sides.

**HOOD MOLD:** A projecting molding above an arch, doorway or window.

**IRRIGATION:** Method of artificial watering, usually through automatic sprinkler systems.

**LATTICE:** An openwork grill of interlacing wood strips used as screening.

**LINTEL:** A horizontal beam or stone bridging an opening.

**MANSARD ROOF:** A roof with two slopes on all four sides, with the lower slope almost vertical and the upper almost horizontal.

**MASSING:** The distribution of building volumes in regard to a) the building's relative location on the site; and b) the height, width, depth of the elements of a building relative to each other. An example of the second aspect could be "the bell tower of a church in relation to the assembly building of a church" are separate masses.

**MEDIAN:** A barrier placed between lanes of traffic flowing in opposite directions, usually wide enough to be landscaped and have trees planted in it.

**METAL STANDING SEAM ROOF:** A roof composed of overlapping sections of metal such as copper-bearing steel or iron coated with a thin alloy of lead and tin. These roofs were attached or crimped together in various raised seams for which the roofs are named.

**MODILLION:** A horizontal bracket, often in the form of a plain block, ornamenting, or sometimes supporting, the underside of a cornice.

**MONOCHROMATIC:** The use of one color.

**MULLION:** A vertical strip dividing the panes of a window.

**MUNTIN:** A secondary framing member to hold panes within a window or glazed door.

**OPAQUE:** A material that does not transmit light.

**ORIENTATION:** The direction that various sides of a building face.

**PALLADIAN WINDOW:** A window with three openings, the central one arched and wider than the flanking ones.

**PARAPET:** The extension of the main wall of a building above the roof level.

**PAVING:** Common terminology for surface materials. These can be asphalt paving, integral paving, stones, brick or concrete (See Hardscape).

**PEDESTRIAN SCALE:** A design relating to the scale of an average person.

**PEDIMENT:** A triangular space in a gable closed on all three sides.

**PERSPECTIVE:** The presentation of a building elevation from a three-dimensional orientation.

**PILASTER:** A square pillar attached, but projecting from a wall, resembling a classical column.

**PORTE-COCHERE:** A porch large enough to enclose wheeled vehicles.

**PORTICO:** A roofed space, open or partly enclosed, forming the entrance and centerpiece of the facade of a building, often with columns and a pediment.

**PUBLIC IMPROVEMENTS:** Publicly directed enhancements, often to streetscapes and other public amenities.

**PUNCHED WINDOWS:** Individual window elements as opposed to a continuous horizontal band of windows. Punched windows can be either in the same plane with the exterior surface or more appropriately recede behind the plane.

**PYRAMIDAL ROOF:** A roof with four identical sides rising to a central peak.

**QUOINS:** Stone blocks or bricks ornamenting the outside walls of a building.

**REHABILITATION:** To restore to a good condition while preserving significant features.

**REMODEL:** To reconstruct or alter.

**RENDERING:** The detailed colored presentation of a building elevation, perspective, or plan.

**RESTORATION:** To bring back to a documented former condition or appearance.

**RIGHT OF WAY (R.O.W.):** Land publicly controlled, including streets, sidewalks and alleys.

**SASH:** The movable framework containing the glass in a window.

**SCALE:** Describes the relationship of objects size to another. A building's scale might be described in relation to its neighboring context, to the components of the building itself, or to a human being. For the purpose of this text, "Human Scale" refers to buildings and streetscapes that comfortably relate to the human figure (pedestrians).

**SCORING PATTERNS:** Lines scribed into concrete, usually in sidewalks.

**SCREENING:** To visually separate, or mask for aesthetic purposes or privacy issues.

**SETBACK:** The distance between the building and any lot line.

**SHADOW CASTING:** The shade cast by a structure or building on the surrounding areas during the day and over various seasons.

**SILL:** A horizontal member at the bottom of a window or door opening.

**SIDING:** The exterior wall covering or sheathing of a structure.

**SPALLING:** Flaking of the outer face of masonry, often caused by expanding moisture in freezing conditions.

**STREETScape:** A setting or expanse describing visible signage, fixtures, paving, landscaping, and buildings along a street way.

**TERRA COTTA:** Cast and fired clay units, used as ornamentation.

**TRANSOM:** Horizontal window like element above the door.

**VERGEBOARD:** The vertical face board following and set under the roof edge of a gable, sometimes decorated by carving.

**WEATHERBOARD:** Wood siding consisting of overlapping boards usually thicker at one edge than the other.

**ZONING ORDINANCE:** The Zoning Ordinance of the Town of Paradise.



# DESIGN REVIEW PROCESS:

## DESIGN REVIEW PROCESS:

The design review process is set by Council and is enumerated in *Paradise Municipal Code Chapter 17.41*. The specific steps are noted in detail in the application packet. The application packet is posted on the Town's website. Applicants may submit for design review in concurrence with certain land use applications, however, building permits will not be issued without design review approval or conditional approval. An applicant may appeal any decision made by the Design Review Committee to the Town Council as set forth by the procedures in *Paradise Municipal Code Chapter 17.41*.

## APPEALS TO THE DESIGN REVIEW DECISION:

The applicant may appeal staff's decision to the Town Council by paying the appropriate fee, as adopted in the Town's Master Fee Schedule. The appeal must be filed within 10 days of the decision with the Town Clerk's Office.

## ENCOURAGED PLANT PALETTE:

### STREET TREES:

#### BOTANICAL NAME:

Acer Rubrum	Red Maple
Calocedrus Decurrens	Incense Cedar
Liriodendron Tulipifera "Arnold"	Tulip Tree
Platanus Acerifolia 'Bloodgood'	London Plane Tree
Platanus Racemosa	Californica Sycamore
Quercus Douglasii	Blue Oak
Quercus Ilex	Holly Oak
Quercus Lobata	Valley Oak
Quercus Rubra	Red Oak
Quercus Wislizenii	Interior Live Oak

### SECONDARY STREET TREES:

#### BOTANICAL NAME:

Cedrus Deodara	Deodar Cedar
Prunus Cerasifera 'Krauter Vesuvius'	Purple Leaf Plum
Pyrus Calleryana 'Aristocrat'	Aristocrat Pear
Tilia Americana	American Linden

### SMALL ACCENT TREES:

#### BOTANICAL NAME:

Arbutus Marina	Strawberry Tree
Cercis Occidentalis	Western Redbud
Cornus Nuttallii	Pacific Dogwood
Heteromeles Arbutifolia	Toyon
Magnolia Stellata	Star Magnolia (multi-trunk)
Prunus caroliniana	Carolina Laurel Cherry

### LARGE SHRUBS (5'-6' TALL):

#### BOTANICAL NAME:

Arbutus unedo 'Compacta'	Dwarf Strawberry Tree
Cotoneaster Parneyi	Parney Cotoneaster
Ilex cornuta	Chinese Holly
Ligustrum japonicum 'Texanum'	Texas Privet
Philadelphus Lewisii	Wild Mock Orange
Photinia Fraseri	Photinia
Pittosporum Tobira	Mock Orange
Pittosporum Tobira 'Variegata'	Variegated Tobira
Prunus Caroliniana 'Brite N Tite'	Carolina Cherry
Prunus Laurocerasus	English Laurel
Raphiolepis Indica 'Majestic Beauty'	Majestic Beauty Raphiolepis
Rhamnus spp.	Coffeeberry
Umbellularia californica	California Bay Laurel
Viburnum Opulus 'Roseum'	European Cranberry Bush

### MEDIUM SHRUBS (3'-4' TALL):

#### BOTANICAL NAME:

Atriplex spp.	Saltbush
Berberis thunbergii 'Atropurpurea'	Red Leaf Japanese Barberry
Buxus Japonica	Boxwood species
Dietes Vegeta	Fortnight Lily
Grevillea Noellii	Grevillea
Hypericum Moserianum	Gold Flower
Nandina Domestica	Heavenly Bamboo
Pinus Mugo	Mugo Pine
Prunus laurocerasus 'Otto Luyken'	Otto Luyken Laurel
Raphiolepis indica 'Jack Evans'	Jack Evans Raphiolepis
Rhus integrifolia	Lemonade Berry
Rosa spp.	Various Rose species

## ENCOURAGED PLANT PALETTE (CONT.):

### SMALL SHRUBS (1'-3' TALL):

#### BOTANICAL NAME:

Artemisia 'Powis Castle'	Artemisia
Baccharis Pilularis 'Pigeon Point'	Dwarf Coyote Bush
Berberis Thunbergii 'Crimson Pygmy'	Crimson Pygmy Barberry
Calycanthus Occidentalis	Spice Bush
Carpenteria Californica	Bush Anemone
Chaenomeles 'Stanford Red'	Flowering Quince
Cotoneaster dammeri 'Lowfast'	Lowfast Bearberry Cotoneaster
Hemerocallis Hybrid	Daylily
Heuchera S. 'Santa Ana Cardinal'	Coral Bells
Iris Germanica	Bearded Iris
Juniperus Conferta	Shore Juniper
Juniperus Horizontalis 'Youngstown'	Youngstown Juniper
Mahonia aquifolium 'Compacta'	Dwarf Oregon Grape
Penstemon gloxinioides 'Firebird'	Border Penstemon
Pittosporum tobira 'Wheeler's Dwarf'	Dwarf Tobira
Raphiolepis Ballerina	Dwarf Raphiolepis
Rhus Ovata	Sugar Bush
Rosemarinus Ingramii	Collingwood Ingram Rosemary
Spiraea bumalda 'Anthony Waterer'	Anthony Waterer Spiraea

### GROUNDCOVER:

#### BOTANICAL NAME:

Arctostaphylos 'Emerald Carpet'	Dwarf Manzanita
Baccharis Pilularis 'Twin Peaks'	Coyote Bush
Coprosma Pumila 'Verde Vista'	Coprosma
Hypericum Calycinum	St. Johnswort
Juniperus Conferta	Shore Juniper
Rosmarinus officinalis	Prostrate Rosemary
Trachelospermum Asiaticum	Asian Jasmine
Trachelospermum Jasminoides	Star Jasmine

### VINES:

#### BOTANICAL NAME:

Campsis Radicans	Trumpet Vine
Clematis spp.	Clematis
Lonicera Japonica	Honeysuckle
Parthenocissus Tricuspidata	Boston Ivy

# COLOR PALETTE:

## ENCOURAGED COLORS:

When considering future development, one has only to look around for inspiration. Paradise is located on a beautiful ridgetop in the Sierra Nevada foothills with breathtaking canyon views and heavenly blue skylines. A large portion of the Town is tucked away among the trees and the natural wooded forest. Fresh water lakes, rivers and waterways sustain the native habitat. The natural vegetation is awakened each Spring with vibrant color, while the Fall, not to be outdone, defies the winter frost with striking a splendor of crimson and gold. These are the colors of Paradise.

Since structural elements such as buildings and signs are designed to be part of the landscape for a long period of time, it is important to respect the existing viewshed and follow desired design standards. Choosing a color palette from the natural environment ensures aesthetic harmony.

The common understanding of earth tones include a color scheme that draws from a palette of browns, tans, grays, greens, oranges, whites, blues and some reds. The colors in an earth tone scheme are muted and flat in an emulation of the neutral colors found in soil, moss, trees and rocks. Many earth tones originate from clay earth pigments, such as umber, ochre and sienna.

## DISCOURAGED COLORS:

The right color palette enhances the attractiveness of a structure or sign face. Using compatible color families, hues, values and tones will ensure that colors blend well and fit in with the surrounding elements.

Some advertisers use bright colors to attract attention, which is acceptable for television and print media. However when designing permanent structures and permanent signs, colors should blend, enhance, and promote the natural beauty of the surrounding area. Therefore bright, intensively-toned colors are typically not viewed as a visually pleasing color choice for certain design elements.

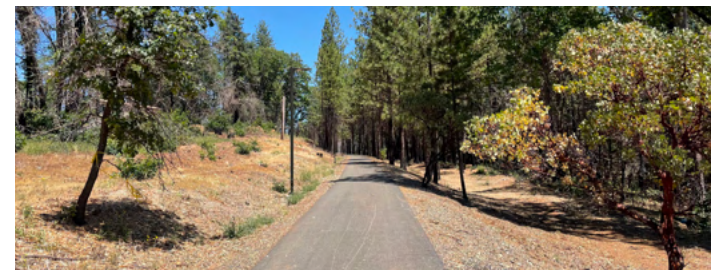
Fluorescent colors are intense and brilliant with a strong, vivid color saturation. Therefore, fluorescent and other brightly toned colors which are mainly used to “stand out” and distract will not be eligible color choices for permanent structures.

When using digital processing for sign design, colors above 60% on the CYMK color chart will be questioned or prohibited. In other words, adding shades or diminishing tones of certain colors will be necessary to obtain design review approval for color palettes.

# EXHIBIT "B"



## CLARK ROAD AND COMMUNITY COMMERCIAL DEVELOPMENT AREAS DESIGN STANDARDS TOWN OF PARADISE



ADOPTED BY THE TOWN COUNCIL  
DATE

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# GENERAL:

## PURPOSE:

These Design Standards represent the community's desire for good design by encouraging creativity, interest and variety, and by building upon local character to create efficient, sustainable and livable places. The Standards are intended to promote a desired level of future development in Paradise that:

1. Preserves the sense of a small-town community in a natural mountain environment;
2. Contributes to a positive physical image and identity, while preserving the surrounding environment;
3. Provides design assistance to the development community, architects/designers and property owners;
4. Promotes high-quality development that stimulates investment in the economic vitality of Paradise;
5. Facilitates the development of projects that establish a sense of place while complementing the character of traditional design established within the existing neighborhoods of the Town;
6. Implements the goals, objectives, and policies of the Town of Paradise General Plan;
7. Maintains and enhances property values and pride of ownership.

These Standards are meant for use by property owners, developers, business owners, and architects in achieving a superior quality design of new construction and additions to existing buildings. The purpose of the Standards is to promote quality designs that have been carefully considered and that have well integrated building features and architectural elements. These Standards complement existing development procedures, policies and laws.

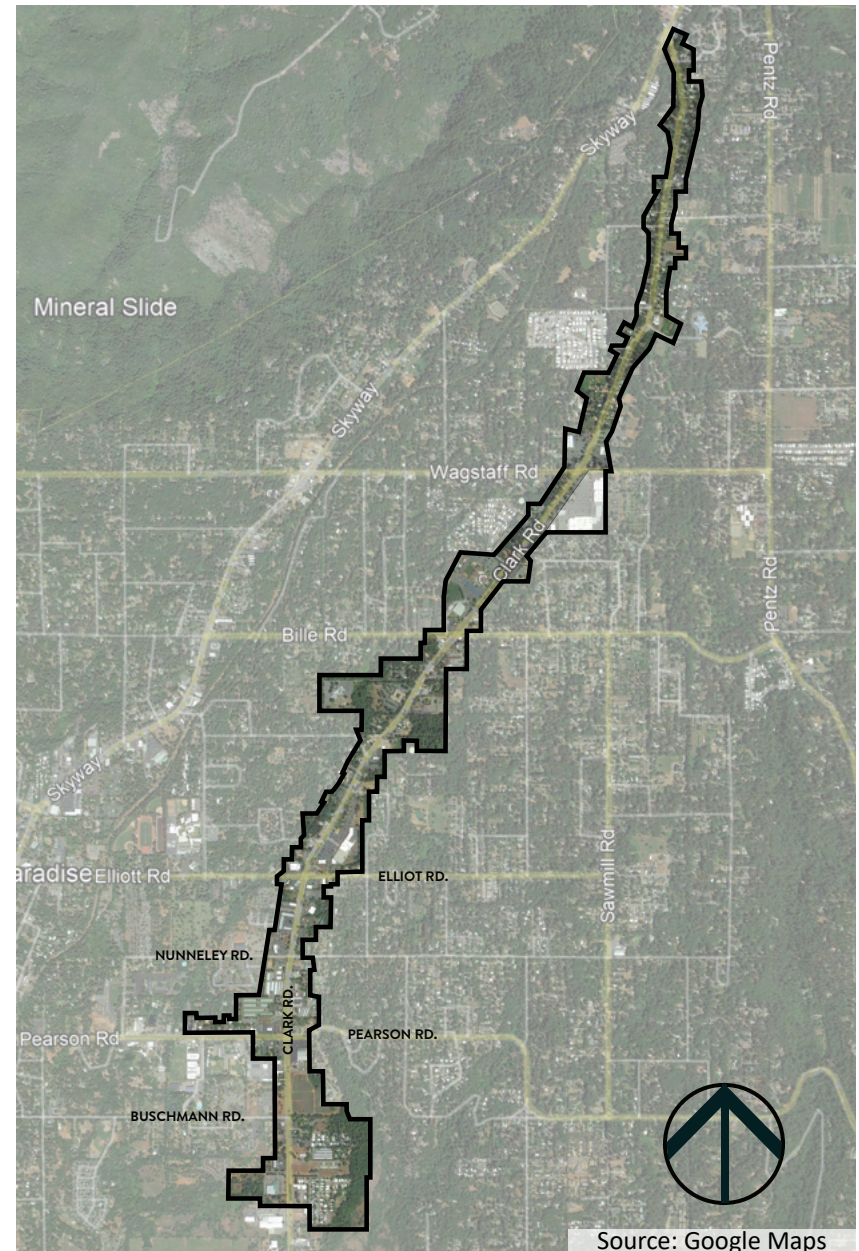
## APPLICATION:

The standards contained in this document are focused on design. This document is not intended to provide a listing of all Town standards or requirements. Applicants should also refer to the *Paradise General Plan*, the *Paradise Zoning Code*, the *Paradise Municipal Code*, the *Subdivision Ordinance*, and engineering design standards and related documents. Where any conflict arises, the Town codes and standards listed above will supersede these design standards.

In cases where a property is located in an overlapping geographical design area, the following hierarchical order will be applied to the property when making decisions for Design Review: (1) Downtown (2) Gateway \ Scenic Highway Corridor (3) Clark Road and Community Commercial Development Areas (4) Industrial \ Business Cluster.

In this document the terms “should” or “encouraged” means that the Town strongly prefers that the applicant apply the criteria to his or her project, but the applicant may use an alternative design feature to the one expressed by the criteria, if they can demonstrate that an alternative design feature may be used to achieve the design concept or desired aesthetic. The term “discouraged” is intended to illustrate those aspects of design which do not achieve the Town’s design review objective or meet the design review criteria and are therefore not permitted. Final determination rests with the design review approval process.

**\*\*The Clark Road Corridor and Community Development Areas include all properties in Town, except single-family residential land uses and properties that are already included in an established geographical design area.**



**FIGURE 1-1** Clark Road Corridor is shown in the Highlighted Area. Refer to *Paradise Zoning Map* for more information regarding the limit of the Clark Road Corridor.

## GOALS:

The Clark Road and Community Commercial Development Areas provides a key opportunity for vital economic growth for businesses, and contributes to the livability of surrounding neighborhoods.

The following goals provide the foundation for achieving a vibrant, successful, and enduring commercial corridor:

1. Promote quality commercial development in the Town's commercial corridor that is sustainable, functional and attractive.
2. Site features such as trees, creeks, and views of surrounding landscapes should be considered as prime design determinates in planning new commercial centers.
3. Integrate existing natural features and landscaping into the overall design and layout of the development that provide physical separators and buffers from adjacent uses, landscaped parking areas, and an attractive design from the street.
4. Develop the site to include walk-ability to, from, and within the development, especially to and from public transportation.
5. Encourage appropriate uses and intensity of uses for the commercial corridor.
6. Promote the reuse and revitalization of existing commercial buildings.

These design standards encourage and promote the further development of the Mountain Craftsman style in Paradise. Representative of the surrounding environment in which Paradise is located, the Mountain Craftsman style makes use of natural materials including stone and timber. Columns, beams, rafters, and other elements are exposed and displayed as important architectural components. Warm earth tones and natural colors are reflective of the rich natural beauty that Paradise is known for.

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# HOW TO USE THIS GUIDE:

## LOCATION OF DESIGN ELEMENT:

The following graphic shows some potential design elements for Clark Road and Community Commercial Development Areas. The various design elements have been included in this guide. Click on the image for more information regarding the design element.

SERVICE AREA ENCLOSURE



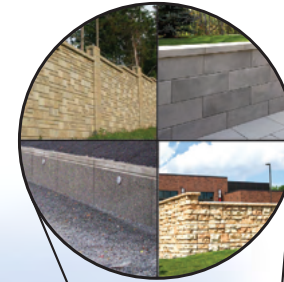
BUILDING DESIGN



SIGNAGE



RETAINING WALL



LIGHTING



LANDSCAPING



HARDSCAPE



FENCES

# NAVIGATION OF EACH SHEET:

\*Example Reference: "Refer to Section 2-C.1..."

Navigation Bar

Main Category

1 - BUILDING	2 - SITE	3 - SIGNS	4 - STREETSCAPE	5 - APPENDIX
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Sub Category

A INGRESS/EGRESS

B PARKING CIRCULATION

C PEDESTRIAN CIRCULATION

D CREATING PLACES

E PAVING/HARDSCAPE

F LOCATION OF STRUCTURES

G LANDSCAPING/IRRIGATION

H FENCES/WALLS

I SITE FURNISHINGS

J SITE LIGHTING

K SERVICE/UTILITY/WASTEWATER TREATMENT AREAS

L ENERGY EFFICIENCY

## 2-C: PEDESTRIAN CIRCULATION


Where commercial and residential structures adjoin public areas, and along internal circulation paths of the downtown area, provide pedestrians with the greatest possible sense of safety, comfort, aesthetic pleasure, and connection to building activities at edges.

### PEDESTRIAN SHELTER:

- Provide shade from the summer sun (and protection from the rain, when possible) with street trees, trellises, awnings and other devices along street frontages and paths internal to the project, especially on the south side of buildings.

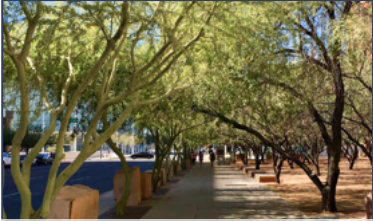
### AESTHETIC QUALITY:

- The highest detail and material quality for projects should be placed where pedestrians have the greatest and closest contact with the project.




Sonoran Shelter, Marana, Arizona

- + Provides adequate shade
- + Allows for circulations paths, enhances safety and comfort
- ✗ Shelter design does not complement the aesthetic of the Town



Phoenix, Arizona

- + Walkable space
- + Natural tree shading
- ✗ Too dense of tree planting, can cause a fire hazard



Seaside, California

- + Shelter design complements the aesthetic of the Town
- + Provides seating for users
- ✗ Does not provide adequate shade

✗ Discouraged Design

Page Number

Town Website/Title of Document

Image Example

Location/Source

+ Encouraged/Preferred Design

1

WWW.TOWNOFPARADISE.COM

\*Hyperlink Embedded

# BUILDING DESIGN:

FORM, MASS, AND SCALE

ARCHITECTURAL FEATURES

CANOPIES & AWNINGS

VISIBILITY/WINDOWS

BUILDING ENTRANCES

MATERIALS AND COLORS

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## A FORM, MASS, AND SCALE

**1-A: FORM, MASS, AND SCALE**

Refer to the *Paradise Zoning Ordinance* for specific height and setback requirements in addition to those discussed herein.

## B ARCHITECTURAL FEATURES

## C CANOPIES AND AWNINGS

## D VISIBILITY/WINDOWS

## E BUILDING ENTRANCES

## F MATERIALS AND COLORS

1. In large buildings, vary massing to provide visual interest and ease the visual appearance of a single large mass.
2. Compose building forms, roofs, and facades to provide variation, visual interest, and appropriate scales.
3. Design the ground floor of buildings to include architectural features such as columns, ribs, pilasters, changes in plane, changes in texture or material or an equivalent element that subdivides the wall into more “human-scale” proportions.
4. Integrate elements of buildings used to give scale and proportion so they are integral with building form and construction.
5. Ensure compatibility with surrounding developments, and respect the character of the neighborhood.
6. Use building height and massing to emphasize building corners, points of entry and preserve visible skyline.
7. Minimize impact of commercial development to adjacent residential properties.
8. Locate new structures on property to maintain access to light and air circulation, and privacy of existing private open spaces on adjoining properties



Sheridan, Wyoming

- + Form of building fits into broader landscape
- + Variation in roof heights with consistent form
- + Roof forms emphasize point of entry, create variation, and provide visual interest
- + Roof steps down at ends and edges of building



Rancho, Wyoming

- + Roof forms accentuate building entrances
- + Window rhythm and roof corbels reinforce pedestrian scale.
- ✗ Long, unarticulated roof lacks visual interest
- ✗ Exposed roof pitch of less than 3 : 12

## A FORM, MASS, AND SCALE

## 1-A: FORM, MASS AND SCALE (CONT.)

## B ARCHITECTURAL FEATURES

## C CANOPIES AND AWNINGS

## D VISIBILITY/WINDOWS

## E BUILDING ENTRANCES

## F MATERIALS AND COLORS

9. Roofs with dominant forms and additional architectural features such as changes in height, towers, roof dormers, or clerestories.
10. Deep eaves and overhangs with architectural detail and exposed rafter tails.
11. Long, uninterrupted roof forms and ridge lines should be avoided.
12. Unarticulated walls on publicly visible portions of the building should be avoided. Refer to *Building Facades in Section 1-B*.



- + Detailed soffits and corbels add visual interest to overhangs
- + Articulated roof design with dormers and changes in level break up overall roof form
- + Storefront windows and wainscot stone enforce relationship to pedestrian access

## A FORM, MASS, AND SCALE

## B ARCHITECTURAL FEATURES

## C CANOPIES AND AWNINGS

## D VISIBILITY/WINDOWS

## E BUILDING ENTRANCES

## F MATERIALS AND COLORS

## 1-B: ARCHITECTURAL FEATURES

## BUILDING BASES

The building base is the lowest portion of the building where it touches the ground.

1. Elements or materials that are visually heavier, including stone or masonry, should be incorporated at the base of buildings.
2. Building bases should be of adequate size and scale to ensure buildings appear visually grounded

## BUILDING FACADES

A facade is typically the front of a building, but is also considered any side or exterior wall of the building that faces a public way or space.

3. Building facades should be interesting, varied, and create an attractive and vibrant streetscape.
4. Incorporate horizontal and/or vertical articulations in wall planes of no less than 1 inch, such as ledges, trim, joint lines, canopies, or changes in material, to provide variation in facades.
5. In a unified development or strip mall where buildings are directly adjacent to each other, buildings should continue the pattern of the lines from neighboring buildings to unify facades on a street block.
6. A corporate image, as in the case of many national franchised stores, should be secondary in the design of projects. Branded buildings are discouraged as they are difficult to reuse if vacated by the primary business.



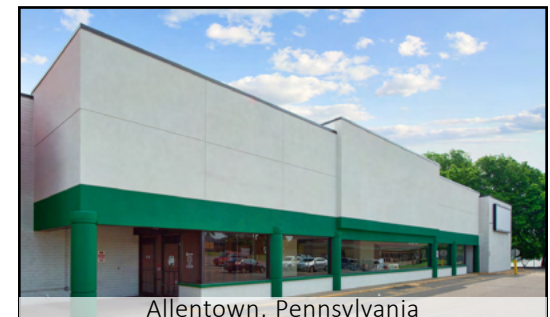
Rite Aid, Paradise, California

- + Stone, heavier materials, and darker colors help to visually anchor the building while conveying permanence and durability



Feather River Health Center, Paradise, California

- + Scale of the building base matches the pedestrian space adjacent to it
- + Site walls make use of stone veneer, matching building for consistency



Allentown, Pennsylvania

- × Building lacks a well-defined base, and instead features flat walls with large expanses of the same color

A FORM, MASS, AND SCALE

B ARCHITECTURAL FEATURES

C CANOPIES AND AWNINGS

D VISIBILITY/WINDOWS

E BUILDING ENTRANCES

F MATERIALS AND COLORS

## 1-B: ARCHITECTURAL FEATURES (CONT.)

7. Projects with multiple buildings should incorporate a design theme throughout to ensure consistency between neighboring buildings.
8. Building entries should be clearly delineated through the use of recesses, additional detailing, overhangs, lighting and change of volume and form. The greater the functional use of the entrance, the more it should be distinguished from the balance of the building.
9. Bulkheads below the base of a storefront window or adjacent to a storefront door should be used to provide protection to the storefront by raising the glass area to a safer and more easily viewed height. To achieve this protective function, bulkhead materials should be resistant to water, dirt, and impact (e.g. ceramic tile, finished stone, brick). Bulkheads in multiple storefront buildings should be complementary in height and material.

### CORPORATE IDENTITY:

10. The design character shall not be a standard franchise prototype and shall incorporate dominant characteristics that are unique to Paradise.

### DETAILS

11. Facades at the ground level of buildings should use details to reinforce pedestrian scale elements. Examples include, but are not limited to, architectural canopies over entrances, decorative lintels above windows, and stone or masonry caps or banding.
12. Vary wall surfaces to create relief and shadow lines.



Jackson, Wyoming

- + Varied facades create an interesting and vibrant streetscape
- ✗ Some facades lack sufficient detail
- ✗ Lack of continuity between buildings creates non-cohesive aesthetic



Truckee, California

- + Line of neighboring buildings continue for a unified facade on the street block
- + Building articulation and details create shadows, line surfaces, and visual interest



Longmont, Colorado

- ✗ Stone base not extended on all visible sides of building

## A FORM, MASS, AND SCALE

## B ARCHITECTURAL FEATURES

## C CANOPIES AND AWNINGS

## D VISIBILITY/WINDOWS

## E BUILDING ENTRANCES

## F MATERIALS AND COLORS

**1-B: ARCHITECTURAL FEATURES (CONT.)**

13. All visible sides of buildings should be designed with a complementary level of detail, quality of materials, and continuity of color. Building designs should not incorporate blank wall segments when visible from public spaces. Parapets on commercial buildings should be extended to all visible walls to ensure continuity.
14. Permanent security bars or grilles on publicly visible windows should not be used.
15. All rooftop mechanical equipment shall be screened as viewed from the farthest edge of the adjoining right of way. Equipment shall be located behind parapet walls and/or additional rooftop screens.
16. All ground-level mechanical equipment shall be screened to the height of the unit as viewed from the property line. Walls, opaque fences, and landscape material which relate to the overall building design are appropriate methods for screening ground-level mechanical equipment.
17. Visible satellite dishes or satellite dish accessories should be placed out of public view.

**LIGHTING**

18. In addition to site lighting, architectural lighting integrated with the building should be used to promote safety, security, and to enhance the architectural character of the building.
19. Light fixtures should be consistent with the architectural style of the building, and should compliment other building elements in color, material, or style to help unify the building design. Historic fixtures should be used when appropriate.



- + Decorative light fixtures compliment architectural style of building. Black metal finish consistent with other materials including black metal structural hardware above.

A FORM, MASS, AND SCALE

B ARCHITECTURAL FEATURES

C CANOPIES AND AWNINGS

D VISIBILITY/WINDOWS

E BUILDING ENTRANCES

F MATERIALS AND COLORS

## 1-B: ARCHITECTURAL FEATURES (CONT.)

### LIGHTING (CONT.)

20. Storefront lighting should be designed to illuminate the sidewalk in front of the store in the evening. Shop windows shall be well lit. Fixed overhead spotlights, recessed incandescent ceiling fixtures, track lights or other concealed fixtures are recommended. Building entrances should be accentuated by brighter lighting. The building street number should be illuminated by the entry lighting.

### ENERGY EFFICIENCY:

21. Lighter-colored finishes should be used on the exterior of buildings to help reflect heat in the summer months. Minimize west and south-westerly facing windows due to intense afternoon sun conditions. Properly proportion overhangs on south windows, and sun screening on south and west windows. Accommodate daylighting of multistory office buildings by making one plan dimension (preferably the east or west dimensions) of the building small enough to maximize the number of people working near windows..

### SIGNAGE:

22. Refer to *Sign Design, Section 3.D* for sign locations on a building.

A FORM, MASS, AND SCALE

B ARCHITECTURAL FEATURES

C CANOPIES AND AWNINGS

D VISIBILITY/WINDOWS

E BUILDING ENTRANCES

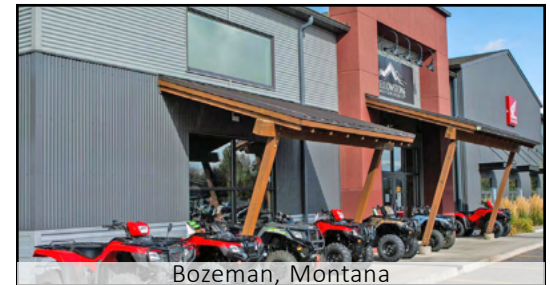
F MATERIALS AND COLORS

## 1-C: CANOPIES AND AWNINGS

1. Provide building overhangs, canopies, or awnings which articulate the building facade and provide protection from inclement weather.
2. Architectural canopies and awnings should support the building design. Colors and materials of the canopies or awning should complement the material and colors of the building.
3. Awnings should be well maintained, washed regularly, and replaced when faded or torn.
4. Fabric awnings should make use of woven fabric (not vinyl), suitable for use in exterior applications, and resistant to fading or tearing.
5. Canopies made of metal or other materials may be appropriate on some buildings if they are compatible with building codes and are also compatible in scale and overall design.
6. Canopies and awnings should be mounted in locations that respect the design of a building, including the arrangement of bays and openings on all floors. The design of canopies/awnings should respond to the scale, proportion, and rhythm created by these elements, and should reinforce pedestrian scale details. They should also emphasize building entrances where applicable.



- + Awnings provide visual contrast and help integrate windows into building facade
- + Building base stone helps visually ground building, and signifies entrance
- ✗ Vertical pilasters lack detail and articulation



- + Canopies are integrated into building, and provide protective cover for entrance and outdoor product display

A FORM, MASS, AND SCALE

B ARCHITECTURAL FEATURES

C CANOPIES AND AWNINGS

D VISIBILITY/WINDOWS

E BUILDING ENTRANCES

F MATERIALS AND COLORS

## 1-C: CANOPIES AND AWNINGS (CONT.)

7. The minimum height of canopies/awnings should be 8 feet (measured from bottom of the awning/canopy to the sidewalk).
8. Covered porches should not extend outwardly from the building more than 8 feet. Canopies should not extend outwardly from the building more than 6 feet.
9. The highest point of a first-floor awning should not exceed the midpoint of space created between the second story windowsill (or parapet for a single story building) and the top of the first floor storefront window.
10. When several businesses occupy one building utilizing canopies/awnings, the canopies/awnings should make use of consistent color, material, and form.



Bozeman, Montana

+ Canopies, changes in material, and variation of facade depth provide shadow lines and definition to an otherwise boxy building



A FORM, MASS, AND SCALE

B ARCHITECTURAL FEATURES

C CANOPIES AND AWNINGS

D VISIBILITY/  
WINDOWS

E BUILDING ENTRANCES

F MATERIALS AND COLORS

## 1-D: VISIBILITY / WINDOWS

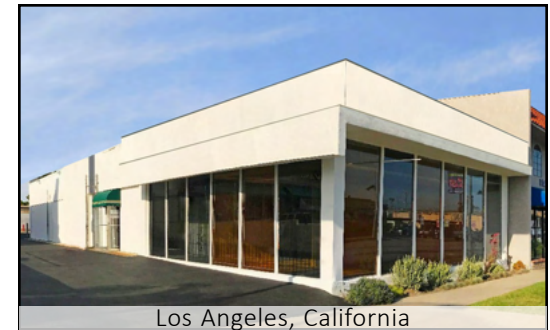
### WINDOWS

1. Windows are an important architectural element of facade design because they create a visual rhythm of building openings, as well as provide views into the interior. Display windows add 'warmth' to the street and enliven the pedestrian experience.
2. Windows and doors should be designed in an orderly arrangement to provide articulation and scale to facades of buildings. Incorporate windows into all applicable facades and coordinate their placement and design with other architectural elements.
3. Integrate windows and doors into building walls by using detailing such as trim, lintels, ledges, canopies, or other details integrated into the building design.
4. Where transom windows exist, every effort should be made to retain this storefront feature.
5. The first floor of a commercial building that is fronting or siding on a street shall have a minimum of 30% of its length in windows. There should be no lengths of facade walls in excess of 40 feet without windows.
6. Corner buildings shall incorporate display windows in blank walls over 20 feet long.
7. Display windows in existing buildings that have been covered-up should be converted back into windows where feasible.



Coachella, California

- + Windows can be integrated into a building facade using a variety of techniques including trim, lintels, ledges, canopies, or other detail work



Los Angeles, California

- + Large windows provide visibility into and out of the business
- ✗ Lack of detail around perimeter of window, and absence of building base element presents windows as punched openings

A FORM, MASS, AND SCALE

B ARCHITECTURAL FEATURES

C CANOPIES AND AWNINGS

**D VISIBILITY/  
WINDOWS**

E BUILDING ENTRANCES

F MATERIALS AND COLORS

## 1-D: VISIBILITY/WINDOWS (CONT.)

8. Every building entry, including entries to individual shops, shall be lighted. Lighted entries increase safety for walking, and decreases possibilities of crime. Entry lights should be controlled by a photocell switch. Window displays of merchandise, night time lighting of display windows, or animated window displays are strongly encouraged to attract pedestrians and increase security. Merchandise behind display windows should face the sidewalk.
9. Taverns, bars, or private offices in storefronts located within the Downtown area may use blinds or cafe curtains for privacy if consistent with the building's design.
10. Permanent, fixed security grates or grilles over windows should not be used.
11. Air conditioning units placed in windows are not permitted in publicly visible portions of the building.
12. Replacing existing windows and doors with incompatible materials such as anodized aluminum, and tinted or reflective glass is not permitted.

A FORM, MASS, AND SCALE

B ARCHITECTURAL FEATURES

C CANOPIES AND AWNINGS

D VISIBILITY/WINDOWS

E BUILDING ENTRANCES

F MATERIALS AND COLORS

## 1-E: BUILDING ENTRANCES

1. Provide clearly defined site and building entrances that are scaled appropriately to the area and that relate directly to the street frontage(s).
2. Entrances should be clearly delineated through the use of recesses, additional detailing, overhangs, lighting and change of volume and form. The greater the functional use of the entrance, the more it should be distinguished from the balance of the building.
3. Secondary entrances (such as small retail shops on the ground floor of a larger office building) should be architecturally treated as subordinate to the primary entrance (such as the entrance to all the residential or office uses on the upper floors). Doors that are not regularly used, such as utility access doors, should not be accentuated, and should be integrated into the design surrounding them.
4. Entrances should include protected areas covered by a recess, canopy, overhang, or marquee to provide protection from the rain.
5. Entrances to commercial or retail buildings should have large glass storefronts where appropriate. Full lite doors are encouraged because they extend the openness and transparency of the storefront.



+ Signage, lighting, and building base materials can effectively identify building entrances



+ Appropriately scaled tower elements and architectural detailing can be used to identify building entrances

A FORM, MASS, AND SCALE

B ARCHITECTURAL FEATURES

C CANOPIES AND AWNINGS

D VISIBILITY/WINDOWS

E BUILDING ENTRANCES

F MATERIALS AND COLORS

## 1-E: BUILDING ENTRANCES (CONT.)

### EXISTING BUILDINGS

- Existing doors in historical or existing buildings should be re-used where feasible. New doors provided in existing buildings should match or compliment the architectural style of the existing building

### REAR ENTRANCES

- Rear entrances must respond to the same needs as the primary entrances, only at a reduced scale. These include identification signage, windows, and lighting.
- The design of a rear entrance should be appropriate to its surroundings. The visual character of rear facades, alleys, and parking lots is a relatively casual and utilitarian one, especially when compared to formal facades.
- Rear entrances should incorporate architectural elements from the front facade for consistency.
- Signs should be appropriately scaled to match the size and scale of rear entrances.
- Refuse containers should be screened from public view or integrated within the building's architecture (consult with trash removal company prior to finalizing actual location).
- Service equipment, utilities, and mechanical equipment should be screened from view and integrated into the building's architecture to the greatest extent possible.
- Second level residential units should have separate entrances from commercial uses, Residential entrances should be provided with private outdoor space (porches).



- + Secondary and primary entrances should share consistent detailing and materials, with forms scaled appropriately to indicate their primary and secondary nature

A FORM, MASS, AND SCALE

B ARCHITECTURAL FEATURES

C CANOPIES AND AWNINGS

D VISIBILITY/WINDOWS

E BUILDING ENTRANCES

F MATERIALS AND COLORS

## 1-F: MATERIALS AND COLORS

1. Complimentary materials should be used that result in a cohesive building design. In general, variations in colors and materials are encouraged. Care should be taken, however, not to use too many materials that may result in visual clutter. If only one material is used, then articulation and detail should be used.
2. Integrate at least one material change, color variation, or horizontal reveal for every 12 vertical feet of building facade. Vertical spacing may be averaged over the height of the facade.
3. Integrate at least one material change, color variation, or vertical reveal every 50 horizontal feet of building facade. Horizontal spacing may be averaged over the length of the facade.
4. Use materials and finishes that are compatible in quality, color, texture, finish, and dimension to surrounding properties.
5. If imitation materials are used, the detailing, coloring, and visual appearance should be consistent with the material they are imitating.
6. Non-durable materials and finishes that are susceptible to weathering, wear and tear, and sun-damage or fading should be avoided. Materials should be selected, detailed, and finished for durability in Paradise's climate. Painted wood surfaces facing south should be properly prepared for painting and have opaque high quality paints or sealants applied in multiple coats.
7. Buildings with multiple public-visible facades should use consistent material combinations, detailing, and material quality throughout all facades visible to the public.
8. Provide detailing at material transitions or terminations to reinforce the natural appearance of the material. For example, stone or masonry should be wrapped around visible corners to provide the appearance of mass instead of a thin veneer.
9. Materials or finishes with subtle, neutral, or natural tones should be integrated with accent materials or details.
10. Materials or finishes that are intensely saturated or fluorescent are not permitted to be used as a primary materials, although they may be appropriate as accent materials.
11. Materials or finishes that are highly reflective, such as certain metals or reflective glazing, should not be used where they present a public nuisance or safety hazard.
12. Corporate image should be secondary in the design of projects, as branded buildings are difficult to reuse if vacated by the primary business.
13. Refer to the *Appendix*.

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# SITE DESIGN:

INGRESS/EGRESS

PARKING CIRCULATION

PEDESTRIAN CIRCULATION

CREATING PLACES

PAVING/HARDSCAPE

LOCATION OF STRUCTURES

LANDSCAPING/IRRIGATION

FENCES AND WALLS

SITE FURNISHINGS

SITE LIGHTING

SERVICE, UTILITY, AND WASTEWATER TREATMENT AREAS

ENERGY EFFICIENCY

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## A INGRESS/EGRESS

B PARKING  
CIRCULATIONC PEDESTRIAN  
CIRCULATION

## D CREATING PLACES

E PAVING/  
HARDSCAPEF LOCATION OF  
STRUCTURESG LANDSCAPING/  
IRRIGATION

## H FENCES/WALLS

## I SITE FURNISHINGS

## J SITE LIGHTING

K SERVICE/UTILITY/  
WASTEWATER  
TREATMENT  
AREASL ENERGY  
EFFICIENCY

## 2-A: INGRESS/EGRESS

## VEHICLE ACCESS:

1. Major access points to developments should have coordinated access points whenever possible. Separated ingress and egress points with landscaped islands should be provided. Ingress or egress points should be coordinated with openings in the center median and existing or planned access points on the opposite side of the roadway.
2. Line of Sight: Sight distance for driveways should be protected with the use of visibility triangles on each side of the driveway to allow a passing motorist to view a car exiting a driveway. In this area, structures, fences, walls signs, plant materials and etc. with the exception of street trees should not exceed 2.5 feet in height above the street grade. Clear sight triangles will vary based on roadway speeds and other criteria. Refer to *AASHTO (American Association of State Highway and Transportation Officials): A Policy on Geometric Design of Highways and Streets, Current Edition* and the Town Engineer for additional requirements.
3. On-site vehicle circulation should be designed to discourage speeding throughout parking areas to minimize the potential conflict with pedestrians and parked vehicles. Radii for turns shall be designed to facilitate emergency vehicles to the satisfaction of the Fire Department.
4. Shared access drives between adjacent parcels of similar use should be utilized to minimize the number of curb cuts to the street. Reciprocal access and parking agreements, between compatible adjacent land uses, for pedestrians and vehicles are strongly encouraged.
5. Avoid use of parking bumpers in the parking areas to facilitate lot cleaning and snow removal.
6. Design must conform with *Paradise Municipal Code Chapter 8.58 (Defensible Space and Hazardous Fuel Management)*.



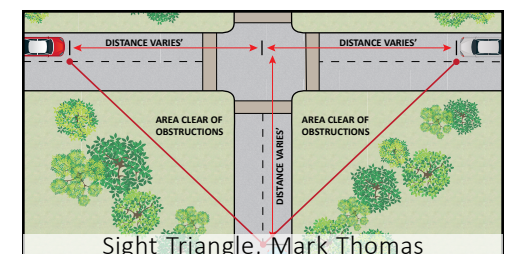
Old Town Temecula, California

- + Coordination of major access points, alerts vehicles upon entry point
- ✗ Entry monument creates a possible site triangle conflict for users



Edmond, Oklahoma

- + Egress and ingress point is divided by landscape island
- + Landscape materials help prevent glare/reflection from opposing vehicles



- + Graphic provides an example of site triangles and it does not cause obstructions to view for users

## A INGRESS/EGRESS

B PARKING  
CIRCULATIONC PEDESTRIAN  
CIRCULATION

## D CREATING PLACES

E PAVING/  
HARDSCAPEF LOCATION OF  
STRUCTURESG LANDSCAPING/  
IRRIGATION

## H FENCES/WALLS

## I SITE FURNISHINGS

## J SITE LIGHTING

K SERVICE/UTILITY/  
WASTEWATER  
TREATMENT  
AREASL ENERGY  
EFFICIENCY**2-B: PARKING CIRCULATION**

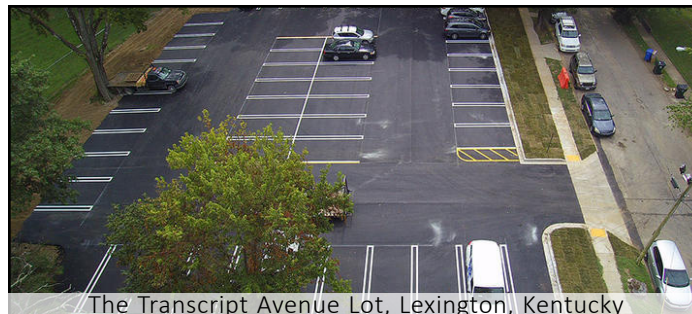
- Refer to *Paradise Municipal Code Chapter 17.38 (Off-Street Parking and Loading Regulations)* for specific parking lot requirement.

**ACCESS:**

1. Vehicle access should be carefully considered for a clear and uniform traffic pattern through the lot.
2. Parking lots should include clear pedestrian paths to enhance pedestrian access and safety.

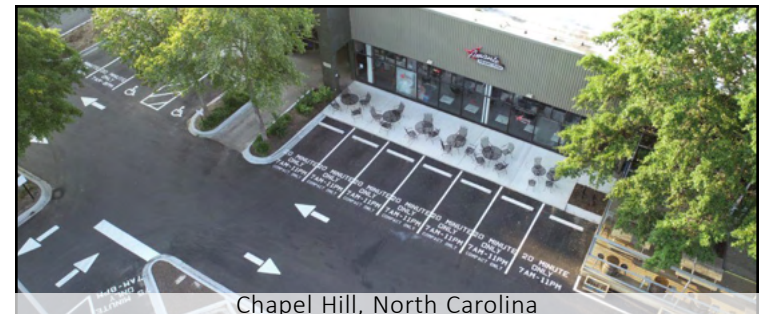
**LOCATIONS:**

3. Refer to *Paradise Municipal Code Chapter 17.38 (Off-Street Parking and Loading Regulations)* for parking lot location. Parking that does front on streets should be screened with an attractive wall, fence or bushes that are a minimum of 30 inches high and a maximum of 48 inches high, and in a planter with a minimum width of 5 feet.



The Transcript Avenue Lot, Lexington, Kentucky

- + Considers a clear and uniform traffic pattern through the lot
- + Considers parking for multiple businesses within the Clark Road area
- ✗ Does not provide adequate tree shading



Chapel Hill, North Carolina

- + Considers clear pedestrian paths
- + Adjacent to property, enhances the security and efficiency for user
- + Provides adequate tree shading

## A INGRESS/EGRESS

## B PARKING CIRCULATION

## C PEDESTRIAN CIRCULATION

## D CREATING PLACES

## E PAVING/HARDSCAPE

## F LOCATION OF STRUCTURES

## G LANDSCAPING/IRRIGATION

## H FENCES/WALLS

## I SITE FURNISHINGS

## J SITE LIGHTING

## K SERVICE/UTILITY/WASTEWATER TREATMENT AREAS

## L ENERGY EFFICIENCY

## 2-B: PARKING CIRCULATION (CONT.)

## LANDSCAPING:

4. Parking lot perimeters that have street frontage should provide an aesthetically pleasing visual buffer and follow the same general guidelines as proposed for the rest of the community commercial area.
5. Plants chosen should be easily maintained, resilient to excess pedestrian traffic, and tolerant of excessive heat gain from asphalt parking areas. Consideration should be given to native plants.
6. Parking lot landscaping shall not prevent a clear view for emergency services such as the fire and police department.
7. Plant heights within parking lot islands and perimeter buffers should not exceed 30 inches in height, and should be evergreen in nature.
8. Accent color is encouraged. Deciduous trees should be selected to provide a minimum of 50% shade coverage of total parking area, not including drive aisles, at maturity. Planter islands in parking lots shall be a minimum of 6' x 6'. Refer to the *Planting Palette in the Appendix*.



Portland, Oregon

- + Provides a pleasing visual buffer
- + Plant palette considers easy maintenance landscaping



Little Bay Park, Whitestone, New York

- + Considers drought tolerant plants
- + Clear view of emergency vehicles
- ✗ Does not consider adequate tree shading

A INGRESS/EGRESS

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## 2-C: PEDESTRIAN CIRCULATION

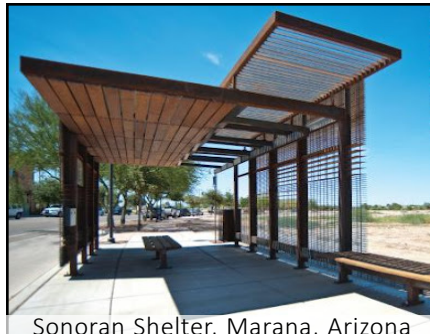
Where structures adjoin public areas, and along internal circulation paths of the corridor, provide pedestrians with the greatest possible sense of safety, comfort, aesthetic pleasure, and connection to building activities at edges.

### WALKWAYS:

1. Pavement and treated walkways add visual interest and allow pedestrians to visit multiple buildings located at one site.

### PEDESTRIAN SHELTER:

2. Provide shade from the summer sun (and protection from the rain, when possible) with street trees, trellises, awnings and other devices along street frontages and paths internal to the project, especially on the south side of buildings.



Sonoran Shelter, Marana, Arizona

- + Provides adequate shade
- + Allows for circulations paths, enhances safety and comfort
- ✗ Shelter design does not complement the aesthetic of the Town



Phoenix, Arizona

- + Walkable space
- + Natural tree shading
- ✗ Too dense of tree planting, can cause a fire hazard



Seaside, California

- + Shelter design complements the aesthetic of the Town
- + Provides seating for users
- ✗ Does not provide adequate shade

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## 2-C: PEDESTRIAN CIRCULATION (CONT.)

### AESTHETIC QUALITY:

- The highest detail and material quality for projects should be placed where pedestrians have the greatest and closest contact with the project.

### SEMI-PRIVATE SPACES ON STREET:

- Porches, patios, balconies, and courtyards that allow residents of multiple projects or other users to actually and symbolically claim the space; should be placed along pedestrian paths wherever possible. This will provide clarity about who has the right to control a space, and thus a greater sense of security for the user and an increased potential for social spacing.

### OBSERVE ALL OUTDOOR SPACES:

- The ability to observe all outdoor spaces from windows in shops, offices, or upper level residences and from porches and other private and semi-private outdoor spaces should be provided.



Massillon, Ohio

- + Existing spaces used to provide spaces for outdoor dining
- + Encourages social connections
- ✗ Does not provide a clarity who has the right to control the space



Penetanguishene, Ontario, Canada

- + Provides a clarity who has the right to control the space
- + Usage of landscaping as a screening

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## 2-D: CREATING PLACES

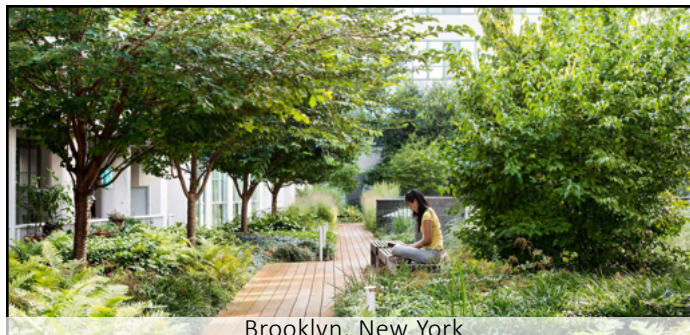
Create spaces that are clearly defined to satisfy gathering and privacy needs of people at various scales. Each scale should be appropriate to the role of the space in the community.

### PUBLIC AND SEMIPUBLIC OPEN SPACE :

1. Design common open spaces to support the ability to create special places in the project. (Examples: Parks, plazas, and other shared open spaces.)
2. Designers shall not design isolated spaces that may encourage homeless encampments.

### VISIBLE OPEN SPACE:

3. Courtyards and other common open space, internal to buildings or groups of buildings, should be as visible as possible to and from the street, and provide a “transition” between the street and private areas near the building or courtyard.



Brooklyn, New York

- + Courtyard common space
- + Provides a transition
- ✗ Design might encourage transients



Greenwood, Indiana

- + Common open space
- + Ability to create special places in project
- + Visible open space

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## 2-E: PAVING/HARDSCAPE

### FITTING INTO CLARK RD. AND COMMUNITY COMMERCIAL DEVELOPMENTS:

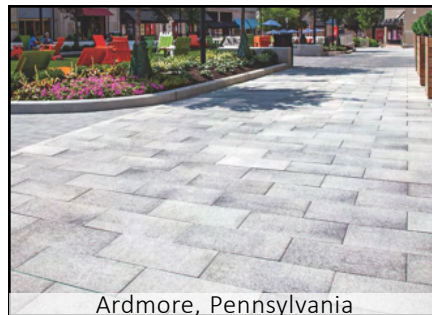
1. Hardscape design should reflect the inherent character of the Community Commercial area with formal patterns and layout.

### PAVEMENT TREATMENTS:

2. Support the project design concept with paving and hardscape materials selected to best complement materials, textures, and color of proposed structures, and to enhance the proposed landscaping.

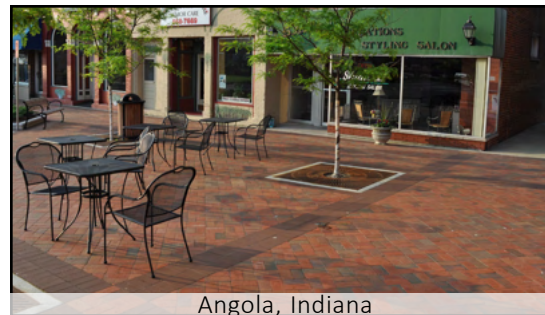
### QUALITY OF DESIGN:

3. Interesting paving patterns are encouraged. The uniqueness of a well designed hard surface that fits or complements the visual features of the surrounding area can enhance the overall project design. Front entries to businesses can represent the individuality of the occupants with differing hardscape treatments.



Ardmore, Pennsylvania

- + Slip resistance surface
- + High quality material



Angola, Indiana

- + Complements the Town's aesthetic
- + Creates banding that enhances the space



Kennedy St., Washington D.C.

- + Encourages interesting paving patterns, provides individuality

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## 2-E: PAVING/HARDSCAPE (CONT.)

### MATERIALS:

4. High quality building materials are recommended. The use of complementary paving materials to create banding and/or borders can greatly enhance the richness of a paving surface without adding extraordinary project costs.

### SAFETY:

5. All paving and hardscape surfaces should provide the proper slip resistance to prevent potential injuries. Property owners and designers should check the *Paradise Municipal Code and with Town building officials* for current codes concerning this issue.



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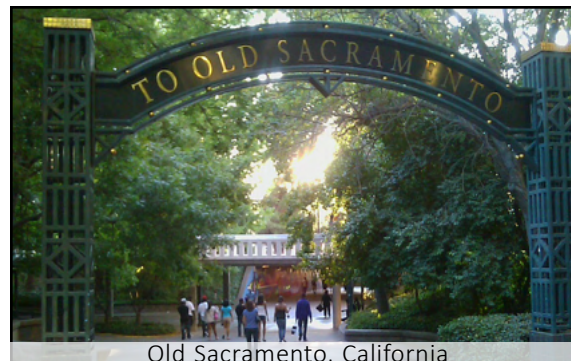
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## 2-F: LOCATION OF STRUCTURES

Locate structures to create usable outdoor places and continuity of desirable characteristics of adjoining structures along the street face. Locate buildings on the site to complement the natural topography.

1. Site features such as trees, creeks, and views of surrounding landscapes should be considered as prime design determinates in planning new commercial centers.
2. Building placement should consider site circulation, should not impede traffic flow or accessibility from adjacent roadways, and should blend with the setback and pattern of development on adjacent sites. Clustered building arrangements are preferred.
3. Planned Developments and multi-building complexes should have an integrated design with respect to building placement, proportion, color, roof lines, and other architectural details.
4. Pedestrian open spaces such as covered walkways, courtyards and plazas are encouraged, as well as the development of open and attractive passages between buildings and blocks.
5. Minimize the visual impact of large scale commercial/industrial uses such as large expanses of parking area, large utilitarian buildings, signage and lighting.
6. Wastewater Treatment equipment should always be located in the back portion of the property, or the portion of the property least affected by public view (including residential areas). In those instances where high ground water or other site restricting elements does not permit the wastewater equipment to be totally obscured from sight, than a decorative, secured privacy wall with landscaping will be required.



- + Provides a transitional space
- + Encourages public access

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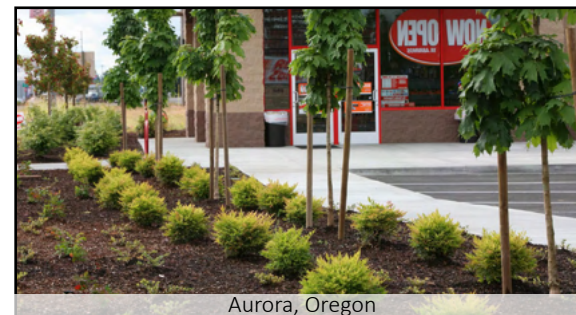
## 2-G: LANDSCAPING/IRRIGATION

### PLANT SELECTION:

1. The landscape design should balance the needs of the natural environment and its human inhabitants. Each site should be analyzed to determine the specific functional and spatial requirements.
2. Select plants and trees appropriate to the Paradise area that blend with and complement the surrounding neighborhoods, and that are sized appropriately for maximum healthy growth within the planting area. Refer to the *Planting Palette in the Appendix*.
3. Incorporate appropriate landscaping that includes a variety of trees, shrubs and other planting.
4. On-center spacing shall not follow a specified formula but should provide for a visually uniform canopy that creates minimum obstruction of signage, street lighting, and building entries.
5. Colorful ground plantings at intersections shall be encouraged.
6. Ground cover planting, with the exception of turf, shall be encouraged within parkway strips and commercial frontages.
7. Refer to *Paradise Municipal Code Chapter 8.58.060 (Defensible Space/Hazardous Fuel Management Requirements)* for five (5) feet non-combustible perimeter.



Minneapolis, Minnesota



Aurora, Oregon

- + Landscape design enhances a balanced environment
- + Incorporates variety of planting

- + Complements the environment
- + Drought tolerant plant palette

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## 2-G: LANDSCAPING/IRRIGATION (CONT.)

### PARKING LOT LANDSCAPING:

1. Large expanses of parking should be broken up with landscaping and pedestrian walkways with pedestrian scale lighting. Adequate directional mechanisms such as curbing and parking lines should be provided. Crosswalks across vehicular lanes should be clearly delineated to promote pedestrian flow between parking areas and building entrances.

### DIVIDERS:

2. Planted areas in parking lots and driveway entrances should be large enough to function as a physical divider, provide an aesthetic landscape area, and be easily maintained.
3. Plants should not intrude ingress/egress areas and vehicular access.

### MECHANICAL IRRIGATION VS HAND WATERING:

4. The plant material lives a healthier life cycle with consistent supplemental watering. An automatic, underground, irrigation system is required to promote and/or protect the landscape investment that is installed with new projects.

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## 2-G: LANDSCAPING/IRRIGATION (CONT.)

### DRIP IRRIGATION:

5. Drip irrigation is the most efficient means to deliver supplemental water to plant material, but it requires more attention and maintenance than a conventional spray system. Drip irrigation is recommended for water conservation and reduction of water runoff, but if proper maintenance can not be provided, a conventional spray system is preferable.
6. Irrigation design shall meet *California MWELO (Model Water Efficient Landscape Ordinance) Requirements*.

### SPRINKLER:

7. All sprinkler heads (when used) adjacent to walks, curbs, or any pedestrian way should be pop-up varieties. Adjust all sprinkler heads to provide even coverage and to avoid overthrow onto walks, walls, and windows. Install anti-drain valves to prevent line drainage and soil erosion. Irrigation heads within turf grass areas should provide head-to-head coverage. Turf grass planting should be irrigated separately from shrub/ground cover areas. Trees should be deep irrigated with bubblers.
8. When installing overhead sprays near impervious paving, irrigation shall have a 24" minimum setback.

### WATER CONSERVATION:

9. Select trees and plants that reflect the climate of Paradise and minimize water consumption. Refer to the *Planting Plan in the Appendix*.



Drip Irrigation System, Netafim



Sprinkler System, Rainbird

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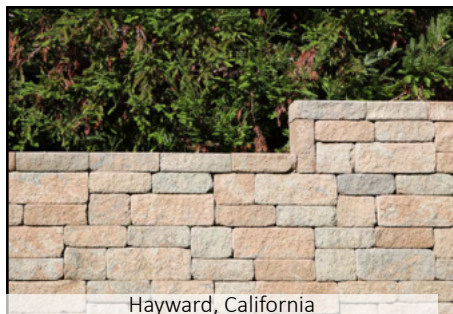
## 2-H: FENCES/WALLS

### DETAILING AND MATERIALS:

1. Detailing and materials of walls and fences shall reflect the style and character of the building and its site. Walls should be painted to match or complement the surrounding architecture. Brick and natural stone should not be painted.
2. For fencing material within five (5) feet from any structure, see *Paradise Municipal Code Chapter 8.58 (Defensible Space and Hazardous Fuel Management)*. Any materials not listed in the *Paradise Municipal Code Chapter 8.58* will require approval from Town Officials. Chain-link fences, plywood, barbed wire, and concertina (razor) wire fences are discouraged for fences that face Clark Road.

### SCREENING:

3. Where large expanses of fencing are unavoidably exposed, they should be screened with upright shrubs or trellised vines. A combination of fencing and landscaping shall screen public views of the following:
  - Parking lots
  - Trash disposal areas
  - Service and loading/unloading areas
  - Equipment on the roof, side of building, or ground
  - Wastewater treatment equipment
  - Equipment storage yards



Hayward, California

- + Wall style complements the Town's aesthetic



Brooklyn Park, Minnesota

- + Encourages property boundary
- + Provides privacy and security
- + Aesthetically appealing
- ✗ Wood material has the potential to be flammable



Marshfield, Massachusetts

- + Provides adequate screening
- + Combination of fencing and landscaping

- A INGRESS/EGRESS
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## I SITE FURNISHINGS

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## 2-I: SITE FURNISHINGS

Utilize site and street furniture of a design, material, and color that best complements the proposed structure and landscaping concept.

### DESIGN:

1. The proposed furnishings should be of a quality consistent with the surrounding neighborhood. Furniture, such as benches, chairs, tables, and drinking fountains, should be simple in character and compatible with the style, color, and scale of adjacent buildings and outdoor spaces.

### DRINKING FOUNTAINS:

2. The inclusion of drinking fountains within outdoor spaces, adjacent to businesses, transit stops and multi-family residential buildings, is encouraged.

### BENCHES:

3. Benches should be placed in an area where it is easily accessible and made of all-weather materials. Metals should have a non-corrosive finish. The style should work with the architecture of the business and maintained by the same business.



Outdoor Fountain, Elkay

+ ADA accessible and dog-friendly



Commercial Park Bench, BYO Recreation

+ All weather and is tied in with the Architecture



Contemporary Table, Victor Stanley (Maryland)

+ Neutral Colors, See Appendix for color suggestions

✗ ADA accessible

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## 2-I: SITE FURNISHINGS (CONT.)

### TABLES:

- Benches should be placed in an area where it is easily accessible and made of all-weather materials. Metals shall have a non-corrosive finish. A shade canopy is highly recommended for seasonal weather.

### TRASH RECEPTACLES:

- Trash receptacles should be placed in an area where it is easily accessible and made of all-weather materials. Metals should have a non-corrosive finish. The style should work with the architecture of the business and maintained by the same business.

### PLANTERS:

- Raised planters are acceptable and should be fabricated with durable all-weather materials. Pots should not drain onto sidewalks and are encourage to use the plant materials suggested in the *Appendix*.



Trash Receptacle, Victor Stanley (Maryland)

- + Maintained and provided for outdoor seating areas



Bike Racks, Reliance Foundry

- + Meets Town code
- + Aesthetically appealing
- + Accessible



San Francisco, California

- + Well maintained and accessible
- ✗ Impeding pedestrian movement

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## 2-I: SITE FURNISHINGS (CONT.)

### BIKE RACKS:

7. Bike racks should be placed in an area where it is easily accessible and made of all-weather materials. Metals shall have a non-corrosive finish. Bike racks should meet *CalGreen (California Green Building Standards Code 2019) Standards* and not be located in area to hinder pedestrian movement.

### BIKE STORAGE:

8. Bike storage should be placed in an area where it is easily accessible and made of all-weather materials. Metals shall have a non-corrosive finish. Bike storage should meet *CalGreen (California Green Building Standards Code 2019) Standards* and not be located in area to hinder pedestrian movement.



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## 2-J: SITE LIGHTING

Site lighting shall have a scale, design, and color that best complements the character and design of the adjacent structure. Lighting should be visible from the exterior of a building and the project's boundaries should be limited to that necessary for security, safety, and identification. It should also be screened from adjacent areas and not be directed in an upward manner or beyond the boundaries of the parcel on which the building is located.

### PATH:

1. Paths through covered or open courtyards should be illuminated.

### LOCATION AND DESIGN:

2. Lighting should be accomplished in a manner that does not create glare for pedestrians, drivers, or adjacent properties. If light fixtures are visible, they should have a low enough intensity or have adequate diffusing lenses to minimize their brightness. The emphasis should be on lighting landscape, pedestrian spaces, or building surfaces. Lighting style shall be compatible with the street theme. Refer to *Paradise Municipal Code* for parking lot height and location requirements.



- + Light fixture complements the Town's aesthetic, providing a "traditional" look
- + Type of lighting does not cause glare for users



- + Light fixture complements the Town's aesthetic
- + Illuminates paths for user



- + Light fixture encourages individuality of design

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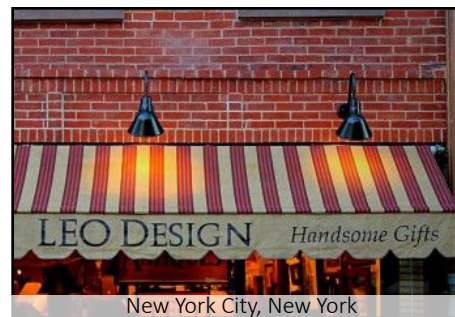
## 2-J: SITE LIGHTING (CONT.)

### UNDER CANOPY AND ENTRY LIGHTING:

1. Under canopy and entry lighting shall be placed to illuminate the pedestrian walkway which may be shaded from streetlights. These fixtures may be recessed down lights or pendant fixtures set in the soffit or other wall mounted shaded fixtures.

### PARKING LOTS:

2. Parking lots must provide adequate lighting for safety. Lighting should complement the building lighting fixtures. Refer to *Building Design, Section 1.B.* for lighting on building facades.



- + Provides adequate entry lighting on the exterior of the building
- ✗ Lighting does not extend beyond awning to provide lighting under canopy



- + Light fixture complements the Town's aesthetic
- + Illuminates paths for user

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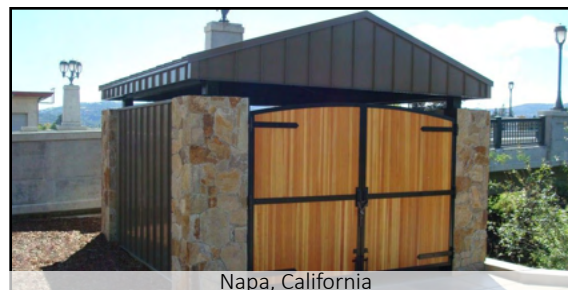
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AREASL ENERGY  
EFFICIENCY

## 2-K: SERVICE, UTILITY, AND WASTEWATER TREATMENT AREAS

### TRASH AND RECYCLING ENCLOSURE DESIGN:

1. Prior to the design of a trash enclosure it is recommended that the applicant consult with the trash hauler company providing refuse collection services to the property. The enclosure shall be integrated with the building through the use of compatible materials and detailing; for example, if the building is brick, then the enclosure shall be brick to match. In addition, landscape screening is desirable.

- Masonry is the most appropriate material for trash enclosures because of its extreme durability. The exterior shall be designed to be compatible with the building design.
- If the exterior of the building is primarily wood siding a wood enclosure may be approved provided the following guidelines are met:
  - The walls are constructed, at a minimum of 2x4's at 16" on center.
  - The walls shall sit on 6" high concrete curb which shall extend into the interior of the enclosure, serving as a wheel stop to prevent the trash bin from coming in contact with the walls.
  - The exterior shall be sided with the same material as the building.
  - The interior shall be sheathed in 3/4" plywood and painted to provide a washable surface.
  - Wood fencing, chain link fencing and chain link with redwood slats are not acceptable trash enclosure materials. Exposed concrete block may not be acceptable unless adequately detailed and screened.



- + Enclosure is aesthetically pleasing
- + Compatible materials



- + Landscape screening
- + Compatible materials

A INGRESS/EGRESS

B PARKING  
CIRCULATIONC PEDESTRIAN  
CIRCULATION

D CREATING PLACES

E PAVING/  
HARDSCAPEF LOCATION OF  
STRUCTURESG LANDSCAPING/  
IRRIGATION

H FENCES/WALLS

I SITE FURNISHINGS

J SITE LIGHTING

K SERVICE/UTILITY/  
WASTEWATER  
TREATMENT  
AREASL ENERGY  
EFFICIENCY

## 2-K: SERVICE, UTILITY, AND WASTEWATER TREATMENT (CONT.)

### SERVICE AREA ENCLOSURE:

2. They may also stand apart from the building. In these cases the enclosure shall be constructed of substantial, durable materials that are compatible with the building finishes, as noted below, and shall be screened with landscaping in a planter which shall be along the entire trash enclosure wall perimeter.

### MECHANICAL, ELECTRICAL SERVICES AND SITE EQUIPMENT:

3. New surface mounted exposed conduit or electrical lines are not acceptable. Electrical switch gear, meters, etc., which are visible to the public must be screened or housed in an enclosure that is compatible in design to the structure.
  - Site equipment such as vapor recovery units, transformers, gas and electric meters, irrigation controls, fire department connections, sprinkler risers, etc., must be screened from view at both the front and rear of buildings by landscaping and/or approved enclosures while still providing service and maintenance access.

### ROOF MOUNTED EQUIPMENT:

4. Roof mounted equipment must be thoughtfully located. Air conditioners, fans, vents, antennae, and other roof top equipment must be set back from the roof edge sufficiently to be out of the line of sight of a pedestrian on the opposite side of the street, or this equipment must be screened from view. Screening materials should be substantial, durable materials, compatible with the design and materials of the building. Refer to *Building Design* for specifications.

### WASTEWATER TREATMENT FACILITIES:

5. Wastewater treatment equipment must be secured behind an approved fence system and obscured from site by landscaping. Facilities that are located within the public view will have more site-obscuring landscaping required.

A INGRESS/EGRESS

B PARKING  
CIRCULATIONC PEDESTRIAN  
CIRCULATION

D CREATING PLACES

E PAVING/  
HARDSCAPEF LOCATION OF  
STRUCTURESG LANDSCAPING/  
IRRIGATION

H FENCES/WALLS

I SITE FURNISHINGS

J SITE LIGHTING

K SERVICE/UTILITY/  
WASTEWATER  
TREATMENT  
AREASL ENERGY  
EFFICIENCY

## 2-L: ENERGY EFFICIENCY

Incorporate practical energy efficient strategies in the project design. Refer to the current *California Green Building Code* located online at, <https://codes.iccsafe.org/content/CAGBSC2019/cover>. The following list of the most practical energy efficiency strategies for building design apply to both residential and commercial uses, unless stated otherwise. Strategies should be integrated into the design of the building and not “tacked on.”

### SITE DESIGN ELEMENTS:

1. Deciduous trees should be a part of the landscape improvements, especially those that are positioned to shade windows, the building, air conditioning units, and paved areas, including the street. South and west facing sides of the building that are shaded with deciduous trees will save the most energy.

### EQUIPMENT ELEMENTS:

2. Include well insulated envelopes that minimize conductive and convective heat transfer through walls, ceilings, elevated floors and window systems. Consider night ventilation, economizer cycles, direct and indirect evaporative cooling, and other efficient heating and cooling strategies. Consider passively cooled thermal mass in residential construction, solar water heaters integrated with the forms of buildings, efficient electric lighting systems, electric vehicle charging stations in new parking lots, elements that reduce water consumption (low flow fixtures, recycled grey water, etc.), and appropriate solar design including allowance for future distributed generation systems such as photovoltaics and fuel cells.

### UTILITY CONSULTATION:

3. Early consultation with utilities on energy efficiency for medium and large-sized projects is strongly encouraged.

A INGRESS/EGRESS

B PARKING  
CIRCULATION

C PEDESTRIAN  
CIRCULATION

D CREATING PLACES

E PAVING/  
HARDSCAPE

F LOCATION OF  
STRUCTURES

G LANDSCAPING/  
IRRIGATION

H FENCES/WALLS

I SITE FURNISHINGS

J SITE LIGHTING

K SERVICE/UTILITY/  
WASTEWATER  
TREATMENT  
AREAS

L ENERGY  
EFFICIENCY

## 2-L: ENERGY EFFICIENCY (CONT.)

### SITE LIGHTING:

4. Should be design to include cut-offs to minimize the negative effects of lighting of the sky.

### SOLAR ACCESS - ADJACENT PROPERTY:

5. To protect solar options on adjacent properties, projects should be designed to respect solar access on adjacent properties. Refer to *Building Design* for specifications.

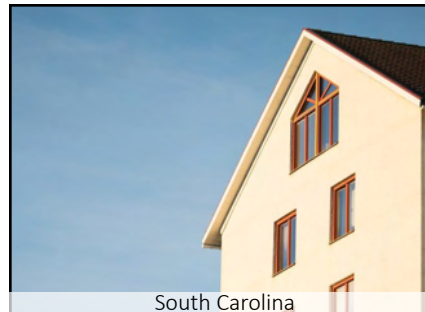
### SOLAR ACCESS - ROOF AREA:

6. To allow for future solar options, projects should be designed to provide a south-facing roof area equivalent to 20% of the building floor area with unobstructed solar access. Refer to *Building Design* for specifications.



Renton, Washington

+ Promotes energy efficiency, car charging station



South Carolina

+ Light-colored finishes help keep the building cool



Solar Panel, Carolina Solar

+ Promotes energy efficiency

# SIGNS:

SIGN DESIGN CONSIDERATION

SIGN SIZE, COLOR, AND FONT

QUALITY AND MATERIALS

LOCATION ON BUILDING

ARCHITECTURE COMPATIBILITY & CORPORATE IDENTITY

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A SIGN DESIGN  
CONSIDERATIONB SIGN SIZE, COLOR,  
AND FONTC QUALITY AND  
MATERIALSD LOCATION ON  
BUILDINGE ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY**3-A: SIGN DESIGN CONSIDERATION**

Signs are essential to any business. They are not only the most affordable means of advertising for many businesses, but also the first impression that the public gleans about your business. Well-designed and optimally visible signs are invaluable to a business, whereas ill-designed and incompatible signs detract from a business and can result in reduced patronage.

Signs are one of the most noticeable elements along Paradise's commercial streets and play a major role in creating a visual image for the Town. Well-designed signs add to the Town's attractiveness whereas signage that is poorly designed, constructed from low quality materials, or does not match the scale or style of the adjacent buildings reflects negatively on the streetscape and may negatively impact viewers' perceptions of local businesses and the broader community. Because of these factors, the Town encourages well designed signage using high quality materials and a clearly communicated message.

- Refer to the *Paradise Municipal Code, Chapter 17.37* regarding current sign regulations.

It is in the interest of the Town, its residents, and local businesses that clear standards for sign design, materials, and placement are established to contribute to the expression of local character and the development of a distinctive Town image. The intent of the Town-wide Design Standards and criteria includes the following:

1. Assist property owners and business owners in understanding Town expectations.
2. Enhance the physical appearance of the Town.
3. Reduce the time and fees for processing sign approvals, when required.
4. Assist Staff reviewing sign permit applications by establishing criteria with which to judge the appropriateness of a sign's design.
5. Clark Road Corridor signs should primarily be oriented toward vehicular traffic. The vehicle-oriented sign is usually read from a distance of 200 feet.
6. Signs within the Clark Road area shall be compatible with the architecture. The size and shape of a sign shall be proportionate with the scale and the architecture of the building and/or structure.
7. Signs shall contribute to the general appearance of the street and the character of the neighborhood in which they are located.
8. Monument signs shall be placed to establish design continuity, scale and proportion.

A SIGN DESIGN  
CONSIDERATIONB SIGN SIZE, COLOR,  
AND FONTC QUALITY AND  
MATERIALSD LOCATION ON  
BUILDINGE ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY

## 3-A: SIGN DESIGN CONSIDERATION (CONT.)

9. As an alternative to an attached sign, individually mounted lettering is encouraged.

## ENCOURAGED SIGNS:

10. Flush-mounted wall signs with backlighting.

11. Matte or non-glossy backgrounds as glare and shine can contribute to illegibility.

12. Prefer ivory or off-white backgrounds. Bright, stark white backgrounds contribute to illegible signs.

13. Awning signs (restricted to the valance or end flap); can be internally illuminated or backlit.

14. Ground-mounted monument signs with landscaping.

## ACCEPTABLE SIGNS:

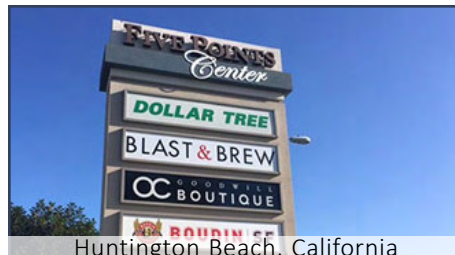
15. Projecting, blade or hanging signs.

16. Illuminated signs where the panel is dark and the light is illuminated behind the letters.

17. Neon tube lighting on painted wall signs, on window signs.

18. Marquee signs for movie and theater and/or “community service” uses.

19. Building signs at customer accessible rear building entrances.



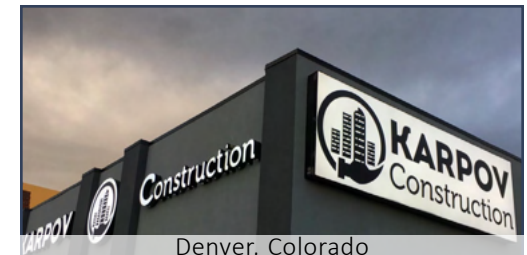
Huntington Beach, California

- + Oriented towards vehicle
- + Clearly legible



Midlothian, Virginia

- + Monument signage within property line, highly visible.
- ✗ Blocking sightlines for vehicles



Denver, Colorado

- + Flush mounted wall signs with backlighting
- + Good Visibility for multiple users
- + Location of sign on the wall

A SIGN DESIGN  
CONSIDERATION

## 3-A: SIGN DESIGN CONSIDERATION (CONT.)

B SIGN SIZE, COLOR,  
AND FONTC QUALITY AND  
MATERIALSD LOCATION ON  
BUILDINGE ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY

## ACCEPTABLE SIGNS (CONT.):

- 20. Banners for special sales promotions, etc.
- 21. Portable signs professionally designed and temporary that comply with ADA accessibility and placed to not obstruct pedestrian movement.
- 22. Appurtenances must be compatible with building design and compliment surrounding businesses and area. Natural coloring and landscaping is preferred. Appurtenances must go through the design review process in order to be approved.

## DISCOURAGED SIGNS:

- 23. "Temporary" banners for business identification for more than 60 days unless extended by the Planning Director (per *Paradise Municipal Code 17.37*).
- 24. Animated, emitting, rotating, moving, or flashing signs; exposed raceways behind channel letters.
- 25. Abandoned signs.
- 26. Roof mounted signs upon buildings at or above street level (Refer to *Paradise Municipal Code, Chapter 17.37* for exceptions).
- 27. Balloon signs, paper-, cloth-, or plastic-streamers and bunting (except holiday decorations).
- 28. Traffic sign replicas.



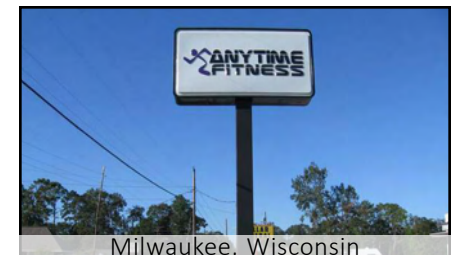
Austin, Texas

- + Temporary signs for daily business use.
- × Obstruction to pedestrian movement



Eugene, Oregon

- × Mounted on roof per Municipal Code
- × Poorly constructed, unstable roof mounting



Milwaukee, Wisconsin

- × Pole signs; free-standing
- × Located in the public's right of way

A SIGN DESIGN  
CONSIDERATIONB SIGN SIZE, COLOR,  
AND FONTC QUALITY AND  
MATERIALSD LOCATION ON  
BUILDINGE ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY**3-A: SIGN DESIGN CONSIDERATION (CONT.)****DISCOURAGED SIGNS (CONT.):**

29. Handmade portable signs that are not professionally designed, that violate ADA accessibility requirements, or that obstruct pedestrian movement.
30. Signs with obscene, indecent or immoral content.
31. Signs constituting a safety hazard.
32. Plastic or vinyl material stretched over a structure as a temporary sign except as allowed sign zoning code.

**3-B: SIGN SIZE, COLOR, AND FONT****SIGN SIZE:**

1. Refer to *Paradise Municipal Code; Chapter 17.37* regarding current sign regulations. All signs shall relate proportionately in size and placement to other building elements.
2. Lettering should be proportionate to the size of the sign.
3. Window Signs: refer to *Paradise Municipal Code; Chapter 17.37* regarding current sign regulations of window signs.



Catalina Bay, California

- + Size is at pedestrian scale
- ✗ Blocking access to site amenities or entries



Norcross, Georgia

- + Simple contrasting color scheme, See colors in Appendix Section



York, United Kingdom

- + Size appropriate to entrance and building
- ✗ Extending into Public Right of Way

A SIGN DESIGN  
CONSIDERATIONB SIGN SIZE, COLOR,  
AND FONTC QUALITY AND  
MATERIALSD LOCATION ON  
BUILDINGE ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY**3-B: SIGN SIZE, COLOR, AND FONT (CONT.)**

4. Monument signs: are permitted if sight distance and engineering Right of Way specifications allow. New monument signs and monuments signs proposed in new developments are required to be landscaped. The landscape plan for the newly proposed monument sign must be reviewed as part of the Design Review process for the new sign.

**SIGN COLOR:**

5. Sign color is just as important as the textual content. To be effective, the color should contribute to the legibility and design integrity of the affected property and should complement the colors of the building. Due to our geographical setting, natural, earth-tone colors are the preferred color palette for buildings and signs in the project area. Neon florescent or bright colors are discouraged.
6. Encouraged colors: Natural, earth tone colors, such as: brown, beige, green, cream, muted reds, toned down blues, and pale yellows.
7. Discouraged Colors: Bright white, including excessively bright reds, yellows, greens, and blues. No florescent colors or glossy white backgrounds.

**SIGN FONT:**

8. A sign which contains too many fonts can be difficult to read, confusing and may appear disorganized. Some fonts can be very difficult to read at any reasonable distance.

*The **Use of Too Many** Fonts Can be **confusing!***

A b c d e

- ✗ Difficult to read
- ✗ Confusing

- + Large bold lettering
- ✗ Thin font with minimal background contrasting

A SIGN DESIGN  
CONSIDERATIONB SIGN SIZE, COLOR,  
AND FONTC QUALITY AND  
MATERIALSD LOCATION ON  
BUILDINGE ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY**3-C: QUALITY AND MATERIALS**

All signs shall be constructed of high quality and weatherproof materials. Appropriate materials shall be used for all elements of signs including all letters, exposed edges, and surfaces.

Except for decorative wrought iron, any exposed hardware such as conduit, tubing (except neon tubing), raceways, conductors, transformers, mounting hardware and other equipment shall be concealed.

A project proposed with inappropriate materials may apply for special considerations only if the Town sign permit administrator determines that one of the following is applicable:

- The proposed material, in the particular application, will blend well with the existing or new materials;
- Other materials would not achieve the same desired theme of the proposed use; or
- The overall architectural design and detailing is of such quality as to justify its use.

**PREFERRED SIGN MATERIALS:**

1. Metal, wood, print on canvas awnings, painted graphics on building surfaces.

**ALLOWABLE SIGN MATERIALS:**

2. Plexiglas, lexan or plastic, neon, vinyl lettering, other durable products deemed suitable for outdoor signs.

**PROHIBITED SIGN MATERIALS:**

3. Unfinished Plywood, particleboard, or paper.



Paradise, California

+ All weather materials



Fair Oaks, California

+ Enhanced lighting and durable materials

✗ Painted directly on building

A SIGN DESIGN  
CONSIDERATION

B SIGN SIZE, COLOR,  
AND FONT

C QUALITY AND  
MATERIALS

D LOCATION ON  
BUILDING

E ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY

## 3-D: LOCATION ON BUILDING

### FLUSH MOUNTED SIGN:

1. Sign placement should be symmetrically located within space that is defined by the building's architectural features such as its massing and its trim.

### AWNING SIGNS:

2. An awning is permanently attached to a building or can be raised or retracted to a position against the building when not in use. An awning sign is a message that is painted, printed, sewn, or stained onto the awning or awning flap.
3. The sign on awnings shall be placed on the awning flap. The flap shall be at least eight (8) inches in height and with enough contrast so that the letters and symbols can be easily read.
4. The color of an awning sign should be compatible with and complementary to the color and material of the building to which it is attached.



Dallas, Texas

- + Flush mounting.
- + Emphasizes main entrance
- ✗ Non contrasting colors



Nashville, Tennessee

- + Meets construction methods and standards
- + On-well maintained awnings
- ✗ Contrasting the building character

A SIGN DESIGN  
CONSIDERATION

B SIGN SIZE, COLOR,  
AND FONT

C QUALITY AND  
MATERIALS

D LOCATION ON  
BUILDING

E ARCHITECTURAL  
COMPATIBILITY &  
CORPORATE  
IDENTITY

## 3-D: LOCATION ON BUILDING (CONT.)

### PEDESTRIAN-ORIENTED HANGING/SHINGLE SIGNS:

5. A hanging sign is generally located within a complex or plaza to be read by pedestrians along a sidewalk or arcade and by motorists in slow-moving vehicles.
6. The size of a hanging sign shall be proportional to the building façade to which it is attached and typically should not exceed ten (10) square feet.
7. A hanging sign can be hung perpendicular to but shall not project more than five (5) feet from the face of the building.
8. Hanging signs shall not be located within close proximity to other hanging signs or projecting signs, preferably maintaining a separation of at least twenty-five (25) feet from each other.
9. The placement of a hanging sign shall not impede the safe movement of people or vehicles within a public right-of-way and shall be properly secured to a building in a structurally sound manner.

### PROMOTIONAL BANNER SIGNS:

10. Refer to the *Paradise Municipal Code; Chapter 17.37* regarding current sign regulations referencing promotional banner signs.



A SIGN DESIGN CONSIDERATION

B SIGN SIZE, COLOR, AND FONT

C QUALITY AND MATERIALS

D LOCATION ON BUILDING

E ARCHITECTURAL COMPATIBILITY & CORPORATE IDENTITY

### 3-E: ARCHITECTURAL COMPATIBILITY & CORPORATE IDENTITY

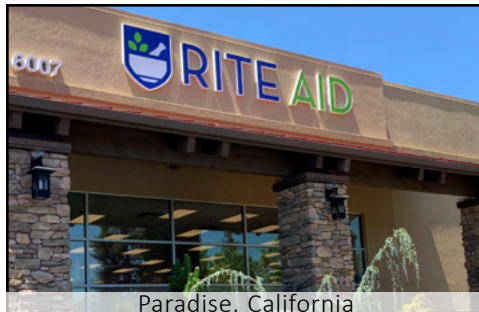
#### ARCHITECTURAL COMPATIBILITY - COMPLEMENT BUILDING:

1. Signage shall be modestly scaled and shall be incorporated into an architectural element that complements the overall character of the building. All signs shall relate proportionately in placement and size to other building elements, and sign style and color should complement the building façade.

#### CORPORATE IDENTITY:

2. Corporate identity shall be secondary in the design of projects, and projects shall be consistent with the architecture of the surrounding community.

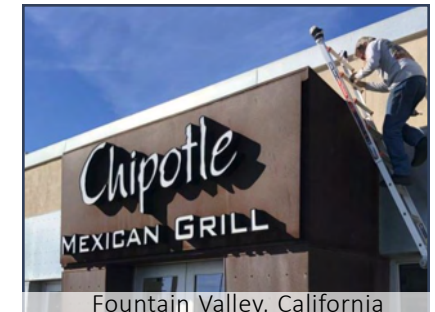
- **Signs:** Corporate signage for renovations shall be modest in scale and located to be compatible with the existing building.



- + Not out of scale with building
- ✗ Oversized corporate stamping



- + Standard corporate identity within private development lot
- ✗ Non-standard placement or appearance



- + Placement complements business entrance and identity
- ✗ Within scale

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# STREETSCAPE:

LANDSCAPE DESIGN

PRESERVATION OF TREES

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## A LANDSCAPE DESIGN

## B PRESERVATION OF TREES

## 4-A: LANDSCAPE DESIGN

Attention should be paid to the selection of plants with natural water conserving tendencies that also promote aesthetic and functionality of the landscape. Plants in public places should be hardy, easy to maintain, and promote a safe environment for the visitor. Refer to the *Paradise Municipal Code* for the requirements concerning streets, sidewalks, curbs, gutters and etc. before designing the site landscaping.

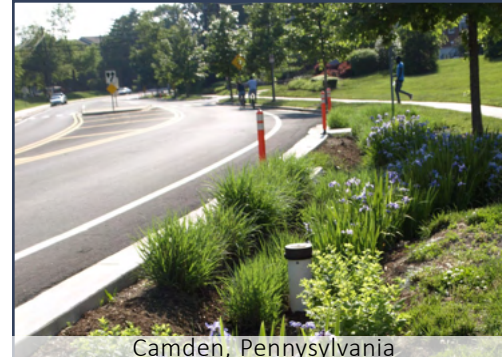
## LINE OF SIGHT:

1. Sight distance for driveways should be protected with the use of visibility triangles on each side of the driveway to ensure adequate visibility. In this area, structures, fences, walls and plant material, with the exception of street trees, should not exceed 2.5 feet in height above the street grade. Clear sight triangles will vary based on roadway speeds and other criteria. Refer to *AASHTO (American Association of State Highway and Transportation Officials): A Policy on Geometric Design of Highways and Streets, Current Edition and Paradise Development Regulations* for additional requirements.



Fair Oaks, California

- + Provide adequate planter area
- + Deciduous tree
- ✗ Encroaches the public right of way



Camden, Pennsylvania

- + Allows of good pedestrian visibility
- + Color Palette



Franklin, Massachusetts

- + Maintained plants
- + Provides pedestrian line of sight

A LANDSCAPE  
DESIGNB PRESERVATION OF  
TREES**4-A: LANDSCAPE DESIGN (CONT.)****FORMS:**

2. Use landscape forms, such as hedges, trellises, fountains, and arbors to create public and private places. Accent color is encouraged. Deciduous trees shall be selected to provide a minimum of 50% shade coverage of total parking area, not including drive aisles. Minimum planter islands in parking fields shall be 6' x 6'. Refer to the *Planting Palette in the Appendix*.

**SAFETY:**

3. Visibility is critical in creating a safe environment and landscape should be designed with safety in mind. Using trees with tall canopies and low shrub materials (less than 36" in height) will facilitate visibility throughout the property. Parking lot landscaping shall not prevent a clear view for emergency services such as the fire and police department.

**STREET TREES:**

4. Balance long-term viability of trees with the need for greater or lesser setbacks where conflicts with existing street trees exist. Street trees shall be selected from a mixed palette and shall consist of both deciduous and evergreen tree species with large broad canopies, including indigenous conifers. Provide adequate planter areas, irrigation source and maintenance.

**FOUNDATION PLANTING:**

5. Plant heights within parking lot islands and perimeter buffers shall not exceed 30 inches in height, and shall be evergreen in nature. Only low-growing and high-moisture vegetation, such as flowers, groundcovers and green lawns, free of dead vegetative debris, shall be allowed within five (5) feet of any structure.

**WATER CONSERVATION:**

6. Select trees and plants that reflect the climate of Paradise and minimize water consumption.

**A LANDSCAPE  
DESIGN****B PRESERVATION OF  
TREES****4-A: LANDSCAPE DESIGN (CONT.)****PAVING/HARDSCAPE:**

7. Refer to *Site Design, Section 2.E* for specific requirements. Pavement materials, colors, and finishes shall be developed in coordination with Town Staff.

**LANDSCAPE IRRIGATION:**

8. Refer to *Site Design, Section 2.G* for specific requirements.

**LANDSCAPE SITE FURNISHINGS:**

9. Refer to *Site Design, Section 2.I* for specific requirements.

## A LANDSCAPE DESIGN

## B PRESERVATION OF TREES

**4-B: PRESERVATION OF TREES**

Street trees can be one of the most valuable assets to providing a city aesthetic character. Whenever possible, retain existing street trees and trees on sites that have been determined to be of significant value in contributing to the final landscape design.

**ARBORIST:**

1. Consult with a professional arborist for advice on the health and maintenance of existing trees and sections of street trees prior to design.
2. Preserve existing street trees. When replacing or building new sidewalks near existing historic trees, sidewalks should provide additional spaces and bend around widened tree trunks to lessen concrete root conflicts. Provide appropriate new street trees that fit within the existing planting patterns.

**HEALTHY TREES:**

- New development shall minimize loss of healthy existing trees.



Salt Lake City, Utah

+ Appropriate tree staking



Sacramento, California

+ Maintained tree canopy



# APPENDIX:

GLOSSARY

DESIGN REVIEW COMMITTEE & PROCESS

PLANT PALETTE

COLOR PALETTE

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## GLOSSARY:

**ADDITION:** New construction added to an existing building or structure.

**ACCESSORY (OR ANCILLARY) STRUCTURES:** A structure detached from a principal building located on the same lot and customarily incidental and subordinate to the principal building or use.

**ALTERATION:** Work which impacts any exterior architectural feature including construction, reconstruction, or removal of any building or building.

**ANIMATED:** Describes the use of building elements, areas, and colors that create variety and a sense of activity in and around a building.

**APPURTENANCE:** An appendage that is attached to a structure such as a roof top mechanical system, enclosed storage area, etc..

**ARTICULATION:** The dividing or segmenting of building elements into smaller components to create a sense of finer detailing. The variations in the exterior of the building or massing of buildings in a development. Elements of articulation may be described in terms of roughness of surface material, numbers of openings, patterns within the material or of different materials, massing, etc. Articulation can reduce the scale of larger buildings by the use of small detailed patterns.

**BALUSTER:** A turned or rectangular upright member supporting a stair rail.

**BALUSTRADE:** An entire railing system with top rail and balusters.

**BARGEBOARD:** A board which hangs from the projecting end of a gable roof covering the end rafters, and often sawn into a decorative pattern.

**BAY WINDOW:** A window in a wall that projects at an angle to another wall.

**BOARD AND BATTEN:** Siding fashioned of boards set vertically and covered where their edges join by narrow strips called battens.

**BOLLARD:** A vertical element designed to prevent the movement of vehicles across a roadway or into a pedestrian area.

**BRACKET:** An ornamental or structural member or both set under a projecting element, such as the eaves of a house.

**CAPITAL:** The head of a column or pilaster.

**COLUMN:** A vertical support, usually supporting a member above.

**CORBEL:** In masonry, a projection, or one of a series of projections, each stepped progressively farther forward with height and articulating a cornice or supporting an overhanging member.

**CORNICE:** The uppermost projecting part of an entablature, or a feature resembling it. Any projecting ornamental molding along the top of a wall, building, etc.

**CRESTING:** Decoration applied along roof ridges generally consisting of ornamental metal.

**DENTILS:** A row of small tooth-like blocks in a classical cornice.

**DESIGN CONTINUITY:** A unifying or connecting theme or physical feature for a particular setting or place, provided by one or more elements of the natural or created environment. Consistency in scale, quality, or character between new and existing development so as to avoid abrupt and/or severe differences.

**DESIGN RHYTHM OR PATTERN:** The regular or harmonious recurrence of lines, shapes, forms, elements or colors, usually within a proportional system.

**DORMER WINDOW:** A window that projects from a roof.

**DOUBLE HUNG WINDOW:** A window with two sashes, one sliding vertically over the other.

**EAVES:** The edge of a roof that projects beyond the face of a wall.

**ELEVATION:** The external faces of the building.

**ELL:** The rear wing of a house, generally one room wide and running perpendicular to the principal building.

**ENGAGED COLUMN:** A round column attached to the wall.

**ENTABLATURE:** The band of moldings near the top of a facade, divided into cornice, frieze, and architrave.

**FACADE:** The exterior walls of a building exposed to public view, or that wall viewed by persons not within the building.

**FENESTRATION:** The arrangement of windows on a building.

**FINIAL:** A pointed ornament at a gable peak.

**FLUTING:** Shallow, concave grooves running vertically on the shaft of a column, pilaster, or other surface.

**FRETWORK:** Ornamental woodwork, cut into a pattern, often elaborate.

**FRIEZE BOARD:** A flat board at the top of a wall directly beneath the cornice.

**GABLE:** The triangular section of a wall to carry a pitched roof.

**GABLE ROOF:** A roof with a central ridge and one slope at each side.

**HARDSCAPE VS. SOFTSCAPE:** Hardscape street improvements that include paving elements, such as roads sidewalks, and medians.

Softscape improvements include landscaping elements, such as trees, bushes and other plant material.

**HIPPED ROOF:** A roof with uniform slopes on all four sides.

**HOOD MOLD:** A projecting molding above an arch, doorway or window.

**IRRIGATION:** Method of artificial watering, usually through automatic sprinkler systems.

**LATTICE:** An openwork grill of interlacing wood strips used as screening.

**LINTEL:** A horizontal beam or stone bridging an opening.

**MANSARD ROOF:** A roof with two slopes on all four sides, with the lower slope almost vertical and the upper almost horizontal.

**MASSING:** The distribution of building volumes in regard to a) the building's relative location on the site; and b) the height, width, depth of the elements of a building relative to each other. An example of the second aspect could be "the bell tower of a church in relation to the assembly building of a church" are separate masses.

**MEDIAN:** A barrier placed between lanes of traffic flowing in opposite directions, usually wide enough to be landscaped and have trees planted in it.

**METAL STANDING SEAM ROOF:** A roof composed of overlapping sections of metal such as copper-bearing steel or iron coated with a thin alloy of lead and tin. These roofs were attached or crimped together in various raised seams for which the roofs are named.

**MODILLION:** A horizontal bracket, often in the form of a plain block, ornamenting, or sometimes supporting, the underside of a cornice.

**MONOCHROMATIC:** The use of one color.

**MULLION:** A vertical strip dividing the panes of a window.

**MUNTIN:** A secondary framing member to hold panes within a window or glazed door.

**OPAQUE:** A material that does not transmit light.

**ORIENTATION:** The direction that various sides of a building face.

**PALLADIAN WINDOW:** A window with three openings, the central one arched and wider than the flanking ones.

**PARAPET:** The extension of the main wall of a building above the roof level.

**PAVING:** Common terminology for surface materials. These can be asphalt paving, integral paving, stones, brick or concrete (See Hardscape).

**PEDESTRIAN SCALE:** A design relating to the scale of an average person.

**PEDIMENT:** A triangular space in a gable closed on all three sides.

**PERSPECTIVE:** The presentation of a building elevation from a three-dimensional orientation.

**PILASTER:** A square pillar attached, but projecting from a wall, resembling a classical column.

**PORTE-COCHERE:** A porch large enough to enclose wheeled vehicles.

**PORTICO:** A roofed space, open or partly enclosed, forming the entrance and centerpiece of the facade of a building, often with columns and a pediment.

**PUBLIC IMPROVEMENTS:** Publicly directed enhancements, often to streetscapes and other public amenities.

**PUNCHED WINDOWS:** Individual window elements as opposed to a continuous horizontal band of windows. Punched windows can be either in the same plane with the exterior surface or more appropriately recede behind the plane.

**PYRAMIDAL ROOF:** A roof with four identical sides rising to a central peak.

**QUOINS:** Stone blocks or bricks ornamenting the outside walls of a building.

**REHABILITATION:** To restore to a good condition while preserving significant features.

**REMODEL:** To reconstruct or alter.

**RENDERING:** The detailed colored presentation of a building elevation, perspective, or plan.

**RESTORATION:** To bring back to a documented former condition or appearance.

**RIGHT OF WAY (R.O.W.):** Land publicly controlled, including streets, sidewalks and alleys.

**SASH:** The movable framework containing the glass in a window.

**SCALE:** Describes the relationship of objects size to another. A building's scale might be described in relation to its neighboring context, to the components of the building itself, or to a human being. For the purpose of this text, "Human Scale" refers to buildings and streetscapes that comfortably relate to the human figure (pedestrians).

**SCORING PATTERNS:** Lines scribed into concrete, usually in sidewalks.

**SCREENING:** To visually separate, or mask for aesthetic purposes or privacy issues.

**SETBACK:** The distance between the building and any lot line.

**SHADOW CASTING:** The shade cast by a structure or building on the surrounding areas during the day and over various seasons.

**SILL:** A horizontal member at the bottom of a window or door opening.

**SIDING:** The exterior wall covering or sheathing of a structure.

**SPALLING:** Flaking of the outer face of masonry, often caused by expanding moisture in freezing conditions.

**STREETScape:** A setting or expanse describing visible signage, fixtures, paving, landscaping, and buildings along a street way.

**TERRA COTTA:** Cast and fired clay units, used as ornamentation.

**TRANSOM:** Horizontal window like element above the door.

**VERGEBOARD:** The vertical face board following and set under the roof edge of a gable, sometimes decorated by carving.

**WEATHERBOARD:** Wood siding consisting of overlapping boards usually thicker at one edge than the other.

**ZONING ORDINANCE:** The Zoning Ordinance of the Town of Paradise.

# DESIGN REVIEW PROCESS:

## DESIGN REVIEW PROCESS:

The design review process is set by Council and is enumerated in *Paradise Municipal Code Chapter 17.41*. The specific steps are noted in detail in the application packet. The application packet is posted on the Town's website. Applicants may submit for design review in concurrence with certain land use applications, however, building permits will not be issued without design review approval or conditional approval. An applicant may appeal any decision made by the Design Review Committee to the Town Council as set forth by the procedures in *Paradise Municipal Code Chapter 17.41*.

## APPEALS TO THE DESIGN REVIEW DECISION:

The applicant may appeal staff's decision to the Town Council by paying the appropriate fee, as adopted in the Town's Master Fee Schedule. The appeal must be filed within 10 days of the decision with the Town Clerk's Office.



# ENCOURAGED PLANT PALETTE:

## STREET TREES:

### BOTANICAL NAME:

Acer Rubrum	Red Maple
Calocedrus Decurrens	Incense Cedar
Liriodendron Tulipifera "Arnold"	Tulip Tree
Platanus Acerifolia 'Bloodgood'	London Plane Tree
Platanus Racemosa	Californica Sycamore
Quercus Douglasii	Blue Oak
Quercus Ilex	Holly Oak
Quercus Lobata	Valley Oak
Quercus Rubra	Red Oak
Quercus Wislizenii	Interior Live Oak

## SECONDARY STREET TREES:

### BOTANICAL NAME:

Cedrus Deodara	Deodar Cedar
Prunus Cerasifera 'Krauter Vesuvius'	Purple Leaf Plum
Pyrus Calleryana 'Aristocrat'	Aristocrat Pear
Tilia Americana	American Linden

## SMALL ACCENT TREES:

### BOTANICAL NAME:

Arbutus Marina	Strawberry Tree
Cercis Occidentalis	Western Redbud
Cornus Nuttallii	Pacific Dogwood
Heteromeles Arbutifolia	Toyon
Magnolia Stellata	Star Magnolia (multi-trunk)
Prunus caroliniana	Carolina Laurel Cherry

## LARGE SHRUBS (5'-6' TALL):

### BOTANICAL NAME:

Arbutus unedo 'Compacta'	Dwarf Strawberry Tree
Cotoneaster Parneyi	Parney Cotoneaster
Ilex cornuta	Chinese Holly
Ligustrum japonicum 'Texanum'	Texas Privet
Philadelphus Lewisii	Wild Mock Orange
Photinia Fraseri	Photinia
Pittosporum Tobira	Mock Orange
Pittosporum Tobira 'Variegata'	Variegated Tobira
Prunus Caroliniana 'Brite N Tite'	Carolina Cherry
Prunus Laurocerasus	English Laurel
Raphiolepis Indica 'Majestic Beauty'	Majestic Beauty Raphiolepis
Rhamnus spp.	Coffeeberry
Umbellularia californica	California Bay Laurel
Viburnum Opulus 'Roseum'	European Cranberry Bush

## MEDIUM SHRUBS (3'-4' TALL):

### BOTANICAL NAME:

Atriplex spp.	Saltbush
Berberis thunbergii 'Atropurpurea'	Red Leaf Japanese Barberry
Buxus Japonica	Boxwood species
Dietes Vegeta	Fortnight Lily
Grevillea Noellii	Grevillea
Hypericum Moserianum	Gold Flower
Nandina Domestica	Heavenly Bamboo
Pinus Mugo	Mugo Pine
Prunus laurocerasus 'Otto Luyken'	Otto Luyken Laurel
Raphiolepis indica 'Jack Evans'	Jack Evans Raphiolepis
Rhus integrifolia	Lemonade Berry
Rosa spp.	Various Rose species

## ENCOURAGED PLANT PALETTE (CONT.):

### SMALL SHRUBS (1'-3' TALL):

#### BOTANICAL NAME:

Artemisia 'Powis Castle'	Artemisia
Baccharis Pilularis 'Pigeon Point'	Dwarf Coyote Bush
Berberis Thunbergii 'Crimson Pygmy'	Crimson Pygmy Barberry
Calycanthus Occidentalis	Spice Bush
Carpenteria Californica	Bush Anemone
Chaenomeles 'Stanford Red'	Flowering Quince
Cotoneaster dammeri 'Lowfast'	Lowfast Bearberry Cotoneaster
Hemerocallis Hybrid	Daylily
Heuchera S. 'Santa Ana Cardinal'	Coral Bells
Iris Germanica	Bearded Iris
Juniperus Conferta	Shore Juniper
Juniperus Horizontalis 'Youngstown'	Youngstown Juniper
Mahonia aquifolium 'Compacta'	Dwarf Oregon Grape
Penstemon gloxinioides 'Firebird'	Border Penstemon
Pittosporum tobira 'Wheeler's Dwarf'	Dwarf Tobira
Raphiolepis Ballerina	Dwarf Raphiolepis
Rhus Ovata	Sugar Bush
Rosemarinus Ingramii	Collingwood Ingram Rosemary
Spiraea bumalda 'Anthony Waterer'	Anthony Waterer Spiraea

### GROUNDCOVER:

#### BOTANICAL NAME:

Arctostaphylos 'Emerald Carpet'	Dwarf Manzanita
Baccharis Pilularis 'Twin Peaks'	Coyote Bush
Coprosma Pumila 'Verde Vista'	Coprosma
Hypericum Calycinum	St. Johnswort
Juniperus Conferta	Shore Juniper
Rosmarinus officinalis	Prostrate Rosemary
Trachelospermum Asiaticum	Asian Jasmine
Trachelospermum Jasminoides	Star Jasmine

### VINES:

#### BOTANICAL NAME:

Campsis Radicans	Trumpet Vine
Clematis spp.	Clematis
Lonicera Japonica	Honeysuckle
Parthenocissus Tricuspidata	Boston Ivy

# COLOR PALETTE:

## ENCOURAGED COLORS:

When considering future development, one has only to look around for inspiration. Paradise is located on a beautiful ridgetop in the Sierra Nevada foothills with breathtaking canyon views and heavenly blue skylines. A large portion of the Town is tucked away among the trees and the natural wooded forest. Fresh water lakes, rivers and waterways sustain the native habitat. The natural vegetation is awakened each Spring with vibrant color, while the Fall, not to be outdone, defies the winter frost with striking a splendor of crimson and gold. These are the colors of Paradise.

Since structural elements such as buildings and signs are designed to be part of the landscape for a long period of time, it is important to respect the existing view shed and follow desired design standards. Choosing a color palette from the natural environment ensures aesthetic harmony.

The common understanding of earth tones include a color scheme that draws from a palette of browns, tans, grays, greens, oranges, whites, blues and some reds. The colors in an earth tone scheme are muted and flat in an emulation of the neutral colors found in soil, moss, trees and rocks. Many earth tones originate from clay earth pigments, such as umber, ochre and sienna.

## DISCOURAGED COLORS:

The right color palette enhances the attractiveness of a structure or sign face. Using compatible color families, hues, values and tones will ensure that colors blend well and fit in with the surrounding elements.

Some advertisers use bright colors to attract attention, which is acceptable for television and print media. However when designing permanent structures and permanent signs, colors should blend, enhance, and promote the natural beauty of the surrounding area. Therefore bright, intensively-toned colors are typically not viewed as a visually pleasing color choice for certain design elements.

Fluorescent colors are intense and brilliant with a strong, vivid color saturation. Therefore, fluorescent and other brightly toned colors which are mainly used to “stand out” and distract will not be eligible color choices for permanent structures.

When using digital processing for sign design, colors above 60% on the CYMK color chart will be questioned or prohibited. In other words, adding shades or diminishing tones of certain colors will be necessary to obtain design review approval for color palettes.

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

**AN ORDINANCE AMENDING TEXT REGULATIONS WITHIN  
PARADISE MUNICIPAL CODE CHAPTER 17.41 [DESIGN STANDARDS AND DESIGN REVIEW]  
RELATIVE TO UPDATED ADOPTION DATES**

**SECTION 1.** Paradise Municipal Code [PMC] Section 17.41.200 [Adoption of Town of Paradise Design Standards], shall be amended to read as follows:

The Town Council does hereby repeal the Town of Paradise Downtown Design Guidelines dated May 14, 2002; and hereby adopts the Town of Paradise Design Standards dated March 9, 2010. The Design Standards for the Greater RDA Area are hereby rescinded, and the Design Standards for the Downtown and the Clark Rd/Community Commercial Development Area are hereby updated by Town Council resolution April 12, 2022.

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the following vote:

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

\_\_\_\_\_  
Steve Crowder, Mayor

**ATTEST:**

\_\_\_\_\_  
Dina Volenski, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott E. Huber, Town Attorney



**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12, 2022**

**Agenda Item: 6(a)**

**ORIGINATED BY:** Eric Reinbold, Police Chief  
**REVIEWED BY:** Kevin Philips, Town Manager  
**SUBJECT:** Body Worn Camera/Vehicle Camera System - Sole-Source  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

Consider discussion and adopting Resolution No. 2022-\_\_\_, a Resolution of The Town Council of The Town of Paradise Making Findings Concerning Sole Vendor For The Purchase of Body Worn Cameras, Vehicle Cameras, and Data Management Products and Services from Bodyworn, by Utility Associates, Inc. Body Worn Cameras, Vehicle Cameras, and Data Management Products and Services from Bodyworn, by Utility Associates, Inc. Pursuant To Paradise Municipal Code Sections 2.45.070B, 245.070C, and 245.070G. (ROLL CALL VOTE)

**Background:**

The Paradise Police Department has been employing body worn camera systems since 2008. This program was developed in line with department's mission to serve this community with integrity, professionalism, backed with accountability and transparency. Body worn cameras (BWC) have become an industry standard and are a vital component within local government risk management strategies.

Currently, the Paradise Police Department's BWC solution is the VieVu body cameras. This product has been purchased and sold by two different technology companies since its inception. The latest company is no longer manufacturing this device as they have their own BWC and have ceased in maintaining the required data management software. The VieVu BWC has become obsolete. The VieVu BWC's have also been deployed as dash-mount cameras. As the BWC's have begun to fail, they are being replaced with the dash-mounted cameras. The Paradise Police Department projects that we will not have enough BWC's to equip officers in the very near future.

Beyond the lifespan of the current BWC solution, both the BWC and dash-mounted cameras are limited in activation technology. The VieVu BWCs require manual activation to capture any given incident. And though officers are very well trained to activate their cameras, depending on the incident, the cameras may be activated late or not at all. This lapse in activation and lack of BWCs can lead to costly consequences both fiscally and in prosecutorial efforts.

Current BWC technologies address the issue of forgetfulness with auto-activation. Several triggers can be utilized to activate the BWC, for instance, if the lightbar is activated, if a service weapon is drawn, if the officer is in foot pursuit, just to name a few. Additionally, current vehicle camera solutions go far beyond just capturing footage in front of a patrol vehicle, some incorporate

automatic license plate readers (ALPR) and rear seat cameras for prisoner security. The ALPR serves the community's interest by equipping law enforcement with tools to better investigate crimes within the community and to protect the community from the ne'er-do-wells that visit or are passing through. These technology opportunities are in line with Paradise Police Department's mission, and dedication to serve our community.

Paradise Municipal Code Chapter 2.45 Purchasing System requires the Town to undertake certain purchasing procedures. Paradise Municipal Code Section 2.45.070 allows for exemptions to the Town's formal bidding process under the following two applicable provisions:

- B. When the commodity can be obtained from only one vendor. A commodity shall be considered obtainable only from one vendor when only one vendor offers it for sale, lease or rental, or when only one vendor is able to do so within the time frame and/or under the terms and conditions which reasonably meet the needs of the town, or when there is a sole distributor or manufacturer of a product or service such that there is no acceptable substitute within a specific geographical area
- C. When the professional services are unique and not appropriate for competitive bidding
- G. When computer software is required for a specific town service or activity and its selection is evaluated and determined by the purchasing officer based on the software being the most effective solution for the service or activity.

#### **Analysis:**

Staff proposes to use a sole-source justification to purchase and deploy 25 BWC and 15 Vehicle Camera solutions from Bodyworn, by Utility Inc, in the amount of \$245,875 for a five-year contract. The BWC market is vast and extremely competitive. Over the past two years, your police department contacted, evaluated, and considered several vendors. This included on site demonstrations and hands on testing and evaluations.

When considering the best solution for the Paradise Police Department, and the community it serves, we analyzed the following components:

- Costs – In attempts to compare apples to apples, we received initial quotes from a variety of vendor sources. Bodyworn provided the best solution for the cost.
- Device functionality and Security – Most solutions provide a BWC device that attached to the outside of the uniform. Bodyworn uniquely mounts their device inside the uniform which prevents the device from getting knocked off and minimizes device damage potentials.
- Camera Activation/Automation – Several vendors provided options to assist with the automation of camera activation. Bodyworn's solution offers unique features that automatically alerts other officers, dispatchers, administrators, that an officer is down. Meaning they are in a fight for their life or that they have been struck down somehow. Additionally, by accessing CAD information, Bodyworn's camera system can automatically activate when in proximity to an address the officer was dispatched to.
- Automatic License Plate Reader (ALPR) Integration – ALPR services were only offered by two organizations. Bodyworn's solution was readily available to implement while the other option was well over a year out.
- Data Management Systems – Every BWC vendor has a unique way to manage the masses of amounts of data these systems produce. Bodyworn's solution goes well

beyond just managing the video recordings. Their digital ecosystem provides a robust monitoring framework that not only collects, transfers and stores data, it also monitors device health to include vehicle maintenance needs, allowing greater collaboration with vested town partners.

- Additionally, almost all BWC solutions require their cameras to be connected to a “docking station” in order to transfer footage from the device to the data management software/service. Bodyworn’s unique design and functionality begins transferring recorded footage immediately. No docking stations or wasted time waiting for evidence to be uploaded at the end of the shift.
- Customer Service – Bodyworn’s customer service has been in the business of taking care of their clients for more than 50 years. After speaking with several agencies deploying Bodyworn’s solution, their customer service has been at the top of their accolades. Bodyworn truly gets what the Town of Paradise, and this department, is trying to do.

Based on Paradise Municipal Code Section 2.45.070 B, C and G, staff proposes to proceed with a direct purchase from this vendor without competitive bids. After researching available products and services, staff is completely satisfied there are no other vendors who could provide such a robust system at this price. Secondly, this purchase is wholly necessitated by a breakdown in essential equipment which is used to protect public health, safety, and welfare.

**Financial Impact:**

The total cost of the body worn camera/vehicle camera system is \$245,875 for a five-year contract. The proposed funding source for this contract is Measure V funding through the FY 2021-22 Budget.

Currently, the Town has included in the Measure V budget for FY 2021-22 the purchase of portable and mobile police radios (net of insurance proceeds) in the amount of \$388,440. The Town had also applied for Federal Community Project funding totaling \$615,000 to be applied toward this project. This funding source was recently approved, and is expected to cover the majority of the total purchase price of this current budget for portable and mobile police radios. As a result, the majority of the \$388,440 that was originally budgeted through Measure V for the purchase of portable and mobile radios is available to be re-allocated towards other funding needs. The body worn camera/vehicle camera system has been identified as a priority project for the Police Department. As such, \$245,875 of the original FY 2021-22 Measure V budget of \$388,440 is proposed to be re-allocated toward the total cost of the five-year contract for the body worn camera/vehicle camera system.

This would retain \$142,565 within the Measure V budget to be applied toward the purchase of portable and mobile radios. In conjunction with the Federal Community Project funding, the \$142,565 retained within the Measure V budget is currently expected to be adequate to cover the total purchase price of the portable and mobile radios.

Chief Eric R. Reinbold  
Town of Paradise Police Department  
5595 Black Olive Drive  
Paradise, CA 95969

Dear Chief Reinbold

Utility Associates, Inc. (UA, herein) is honored that the Town of Paradise Police Department has chosen our Company to provide its Officers with the BodyWorn™ and Rocket IoT™ solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your Department to the growing family of Departments and Agencies who have deployed BodyWorn™ and Rocket IoT™ with In-Car Video – the industry’s smartest technology for first responders.

Please allow this letter to serve notice that UA agrees to the following provisions as part of the service agreement that the Town of Paradise Police Department intends to enter into with UA:

1. Services Pricing Proposal:

- a. Rocket IoT™ In-Car Video and Vehicle Communications Systems to Support a Total of fifteen (15) vehicles
- b. BodyWorn™ Cameras to support a total of twenty-five (25) Officers
- c. ALPR Systems for two (2) patrol vehicles
- d. Conversion of existing VieVu legacy video for viewing in AVaiLWeb™ (4.5TB)
- e. Period of agreement = Five (5) years from date of authorized signature
- f. Total system price: covering the scope and quantities specified in this offer for service - Includes all hardware, software licenses, BodyWorn™ generated data storage/retrieval, warranty, support for a period of Five (5) Years for: **\$245,875.00**
- g. Attachment A - (Direct Purchase Offer – Dated 3/23/2022) outlines the details of the services pricing proposal, with associated quantities.

2. Bill of Materials Included with the Offer: As part of the annual subscription price for Five (5) years, each system will include the following:

BodyWorn™ and Rocket IoT™ Vehicle Video/Communications/Camera triggers - Includes AVaiLWeb™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited BodyWorn™ Generated Video Storage and Download.

Officers (Qty. 25) will be equipped with the following:

- a. One (1) BodyWorn™ Camera and 2 Mounts



- b. One (1) Holster Activation Sensor
- c. One (1) Bluetooth BodyWorn™ Wrist/Belt Trigger
- d. One (1) Safariland Protech 2.0 Bothell Armor Carrier made BodyWorn™ ready
- e. Officers may choose to have either 1 existing load bearing vest made BodyWorn™ ready or up to five (5) retrofits of existing uniform garments, to BodyWorn™ ready status per BodyWorn™ camera purchased. Additional uniforms after initial deployment will be governed by Subscription Service Agreement, section 1.1.6.
- f. AVaiLWeb™ Video Management Software and Mapping Interface License
- g. Unlimited BodyWorn™ Generated Download & Storage – Based on Department’s Retention Policy
- h. Smart Redaction Software License
- i. Installation and Training – Onsite and Online Training Included
- j. CAD Integration and Activation
- k. Full Warranty
- l. 24/7 Technical Support for the Life of the Contract (60 months)

Every Vehicle (Qty. 15) will be equipped with the following:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. In-Car Video Solution
- c. One Forward and One Rear Facing Camera
- d. Rocket IoT™ Vehicle Triggers
- e. ODBII Vehicle Diagnostic Cables
- f. Setup of Rocket IoT™ Control Interface through Vehicle MDC
- g. Installation, Validation, and Configuration
  - a. Due to the fact that three (3) vehicles will have Rocket IoT™ Communications and ICV installed when the vehicles become available from the manufacturer, UA has agreed to charge a one (1) time fee of \$1,750.00 for the installation of those vehicles which is included in the original price of \$245,875.00. This later installation date will be mutually agreed to by both parties.
- h. Unlimited Storage Access
- i. CAD Integration and Activation
- j. Battery Back-up for Rocket IoT™
- k. Full Warranty
- l. 24/7 Technical Support for the Life of the Contract (60 Months)

Two (2) Vehicles will be equipped with the following:

- a. ALPR Hardware Bundle (2 Cameras)
- b. One (1) Ruggedized Tablet Display
- c. Installation, Validation, and Configuration
- d. Unlimited Storage Access
- e. Full Warranty

- 
- f. 24/7 Technical Support for the life of the Contract (60 Months)
3. Additional Units – Post agreement execution: Additional units, outside the scope of this offer, are subject to price increases, and will be quoted separately as requested of UA personnel
- Additional services quoted subsequent to this offer for service are quoted in 5-year increments
  - Services added, will extend the effective life of the original agreement to the end term of the most recent services contracted, regardless of quantities secured
4. Installation Services: Outside the scope of this offer, any Additional Units will be Subject to the Following:
- Daily rate charges of \$1,750/day are applied at a minimum of one (1) day for installs of less than ten (10) vehicles, per scheduled visit.
  - A charge for deinstallation of competitor equipment is assessed at a minimum of \$100 per vehicle, with disposal at the site of installation. UA recommends disposal and recycling of electronics in accordance with local regulations.
  - On average, one (1) UA Field Engineer is capable of 2-3 Installations of basic Rocket IoT™ In-car systems, per working day (dependent on-site conditions and vehicle type(s)). Working days are consecutive in order to avoid any additional fees.
5. Hardware Delivery:
- This agreement requires that the customer can receive hardware within 4 to 6 weeks of contract execution.
  - The Customer agrees to maintain all hardware in a secure storage area until time of installation is coordinated by UA project management.
6. Subscription Service Agreement (SSA):
- The Subscription Service Agreement asserts 99% uptime with 24/7 Technical Support. This includes After Hours Call Back on any issues requiring immediate attention. On/Off Hour call backs will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video, and any troubleshooting needed while an Officer(s) is/are on duty.
  - Details of the SSA are provided in Attachment (B).

7. CAD Integration Services:

- a. Services quoted for integration cover a standard scope of work for setting up a virtual SQL server for the purposes of imported CAD data replication into AVaiLWeb™. Exceptions to this process must be worked out between the Customer and their current CAD Provider in a timely manner as to not impede deployment of UA service deliverables. UA will not assume any costs associated with exceptions to our standard work.
- b. While rare, certain CAD vendors may resist sharing of information for the purposes of integrating and activating BodyWorn™ cameras based on calls for service. Any additional fees assessed by the CAD vendor, will be forwarded to the Customer for prompt payment. These fees are ultimately between the Customer and CAD vendor to reconcile.

8. Terms for Payment of Services: In consideration of the potential partnership between UA and the Town of Paradise Police Department, the following payment terms for a five-year service term will apply:

Payment 1: Paid Upon Signature of Offer Letter	\$245,875.00
Total:	\$245,875.00

We are privileged to work with the Town of Paradise Police Department on this project.

Respectfully,

Michael Nark, Chief Executive Officer

Offer Acceptance by Authorized Official: \_\_\_\_\_

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

Date: \_\_\_\_\_

cc. Amanda Havice, Chief Financial Officer  
David Burns, Western Region Business Manager



# Subscription Service Agreement

## INTRODUCTION

This service agreement describes the levels of service that the Town of Paradise Police Department (“Client”) will receive from Utility Associates, Inc. (“UA” or “Supplier”).

### Purpose

The Client depends on IT equipment, software and services (the IT system) that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the Client’s business.

This service agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the IT system.

This Service Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

## SCOPE

### Parties

This agreement is between:

<b>The Client:</b>	<b>The Supplier:</b>
Town of Paradise Police Department	Utility Associates Inc.
5595 Black Olive Drive Paradise, CA 95969	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Chief Eric R. Reinbold 530-872-6241  POC: Lieutenant Cameron Kovacs <a href="mailto:ckovacs@townofparadise.com">ckovacs@townofparadise.com</a> 530-872-6161 ext 203	Key Contact: Amanda A. Havice 800-597-4707 <a href="mailto:contracts@utility.com">contracts@utility.com</a>

### Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of the accompanying Offer Letter and will run for the term of the agreement plus any extensions of such agreement.

It may be revised at any point by mutual written agreement, including if there are any changes to the Client’s system.

## Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the Client and Supplier.

Item Type	Number of Items	Item Priority
BodyWorn™ Camera	Qty 25 Supplied by Utility	1
Bluetooth Controller	Qty 25 Supplied by Utility	2
Holster Sensor	Qty 25 Supplied by Utility	2
Existing Uniform Retrofits	Officers may choose to have either one (1) existing load bearing vest made BodyWorn™ ready or up to five (5) retrofits of existing uniform garments to BodyWorn™ ready status per BodyWorn™ camera purchased. Additional uniforms after initial deployment will be governed by Client Service Agreement 1.1.6.	3
AVaiLWeb™	Qty Unlimited Licenses Supplied by Utility	1
Rocket IoT™ Communications	Qty 15 Supplied by Utility	1
ALPR Hardware Bundle	Qty 2 Supplied by Utility	1
Ruggedized Tablet Display	Qty 2 Supplied by Utility	2
OBDII Vehicle Diagnostics Cable	Qty 15 Supplied by Utility	3
CAD Integration and Activation	Qty 1 Supplied by Utility	2
Refresh of BodyWorn™ Camera at 36 months of contract.	Qty 25 Supplied by Utility	2
<p>*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.  <u>NOTE: Due to the fact that three (3) vehicles will have Rocket IoT™ Communications and ICV installed when the vehicles become available from the manufacturer, UA has agreed to charge a one (1) time fee of \$1,750.00 for the installation of those vehicles. This later date will be mutually agreed to by both parties and fees will be paid at that time.</u></p>		

## Exclusions

This agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment, or services not purchased via and managed by the Supplier

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**

- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the system's ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software, or other services of the Client.

This agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier's control. For instance: floods, war, acts of God and so on.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times and will do its absolute best to assist the Client wherever possible.

## RESPONSIBILITIES

### Supplier Responsibilities

The Supplier will provide and maintain the IT system used by the Client. This Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will do the following:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

### Client Responsibilities

The Client will use the Supplier-provided IT system as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of this Agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

## GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

### Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the Client directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

## Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

## RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client’s systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

## SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as “AVaiL™”, “AVaiL Web”, “Vehicle Diagnostics”, and “RFID Tracking” and related content to be provided to Client; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Client and the services described herein are collectively referred to as the “Service”. Subject to Client’s payment of the applicable fees and Client’s compliance with the terms of this Agreement, Client, its affiliates and its and their employees (“Licensed Users”) shall have the right to access and use the Service solely for Client’s and its affiliates’ internal business purposes. UA will issue to one Licensed User (“Client Administrator”) an individual login identifier and password (“Administrator Login”) for purposes of administering the Service. Using the Administrator’s Login, the Client Administrator shall assign each Licensed User a unique login identifier and password (“User Login”) and provide such information to the Licensed Users and UA via the Service. Client shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Client shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such login identifier or password to any person or entity; (c) not permit any other person or entity to use



his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Client and/or its Licensed Users are in material breach of this Agreement. Client shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Client or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Client's and its Licensed Users' use of the Service. Client acknowledges that the Service may contain devices to monitor Client's compliance with the terms and restrictions contained herein and Client's obligations hereunder.

- 1.1.2 Operating Environment. Client is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.
- 1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Client to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Client shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Client is using under this Agreement, Client will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Client may elect to purchase the optional software modules for an additional fee; however, Client has no obligation to do so.
- 1.1.4 Help Desk. UA shall provide 24/7 Client support in the form of a Help Desk. Clients reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.
- 1.1.5 Uptime Commitment.
  - a. Availability. The Service will be made available to Client and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):
    - (i) Scheduled network, hardware or service maintenance;
    - (ii) The acts or omissions of Client or Client's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
    - (iii) A failure of the Internet and/or the public switched telephone network;
    - (iv) The occurrence of any event that is beyond UA's reasonable control, or
    - (v) At Client's direction, UA restricting Client's and its Licensed Users access to the Service.
  - b. Commitment. Client is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Client satisfying its obligations herein, UA guarantees that the Service will be available to Client and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Client a pro-rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA’s BodyWorn™ Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer’s/deputy’s uniform. As part of the multi-year service agreement, UA will furnish the following allotments and services during initial project launch.

- a. Retrofits of existing uniforms. A quantity of five (5) standard uniform garments, per BodyWorn™ camera purchased, will be modified to BodyWorn™ ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client’s request.
- b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear service agreement, include the following:
  - (i) Duty shirts (long or short sleeve)
  - (ii) Soft outer carrier vest
  - (ii) Standard soft-shell jacket
- c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, which may still be modified to BodyWorn™ ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)
  - (i) Polo shirts
  - (ii) Commando style sweaters
  - (ii) Tactical vest or outer plate carriers
  - (iv) Leather jackets
- d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA’s uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive BodyWorn™ standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small businesses in your respective area.
  - (i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.
  - (ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.
  - (iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at \$2,500 per session.

1.2.1 Uniform Retrofit Pricing Schedule. Prices effective May 2021.

a. BodyWorn™ - **standard** garment retrofit service table

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, BodyWorn™ Ready	\$13

Blauer 8780, 8370, 8375, 8470 (XP Series)	Carrier Vest Mount, BodyWorn™ Ready	\$23
Blauer 343, 343R	Traffic Safety Vest, BodyWorn™ Ready	\$23
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, BodyWorn™ Ready	\$23
Spiewak	Carrier Vest Mount, BodyWorn™ Ready	\$33
Duty Jacket (Charge per Layer)	All Jackets (Except Leather – Estimate Only)	\$23
All Standard Uniform Types	Grommet Swap Out	\$10

- b. BodyWorn™ **non-standard** garment retrofit service table. Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered. For additional questions, comments or concerns please email UA at: [uniforms@utility.com](mailto:uniforms@utility.com).

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	\$33
Tactical Vest or Load Bearing Vest (LBV) – All Styles	\$53
Polo Shirt	\$43
Polo Carrier – Horizontal Zipper	\$43
Leather Jacket / Coat.	Estimate Only
Patches	
Single	\$5
Pair	\$6

Name Tape - Includes Embroidery and Velcro	\$10
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Motor unit jackets must be quoted via design consult, please contact uniforms@utility.com to schedule.

## USE OF THE SERVICE

- 2.1 Scope of Use. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Client's payment of all applicable Fees, UA hereby grants to Client a limited, a non-exclusive, non- assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Client's and its affiliates' internal business purposes, on a computer or a computer network operated by Client, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.
- 2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Client's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Client. In order to use the Service, the Client agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Client's use of the Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s).
- 2.3 Restrictions. Client and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

## FEES AND PAYMENT TERMS

- 3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Client shall pay annual Service usage fees ("Fees"). Client shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Client shall reimburse UA for the amount of any such Taxes. If Client fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, UA may bill Client a 1.5% fee per month and the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein.
- 3.2 Time-and-Materials Service. If Client requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

## REPRESENTATIONS AND WARRANTIES

- 4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Client returns to UA during the period of the initial term of the agreement. All equipment issued, including BodyWorn™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) authorization. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3<sup>rd</sup> party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that render prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.
- 4.2 UA and Client Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If UA alters the documentation in a way that materially diminishes the scope of the Services, Client shall have the right to terminate this Agreement upon thirty (30) days prior written notice to UA. In the event that the software which is part of the Service fails to perform in accordance with this warranty, Client shall promptly inform UA of such fact, and, as Client's sole and exclusive remedy, UA shall either: (i) repair or replace the Service to correct any defects in the software without any additional charge to Client, or (ii) terminate this Agreement and provide Client, as Client's sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Client represents and warrants to UA that Client and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.
- 4.3 Export Restrictions. Client represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Client also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Client represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is

restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Client further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

- 4.4 **Warranty Disclaimer.** CLIENT ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CLIENT ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN “AS-IS” BASIS, AND (b) UA MAKES, AND CLIENT RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CLIENT'S NEEDS.

## CONFIDENTIAL INFORMATION

- 5.1 **Confidential Information.** As used herein, the term “Confidential Information means all technical, business, and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Client or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its Clients, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine-readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Client can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Client, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Client on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Client without violating any of its obligations under this Agreement.
- 5.2 **Non-Disclosure of Confidential Information.** Client shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA, except as required by law. Confidential Information of UA shall be protected by the Client with the same degree of care as Client uses for protection of its own confidential information, but no less than reasonable care. Client may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Client shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Client shall certify in writing as to its compliance with the foregoing. Client agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Client shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential

Information, or any component thereof. Without limitation of the foregoing, Client shall advise UA immediately in the event Client learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Client is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Client shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Client, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Client: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Client, its employees, or agents; (ii) to have been supplied to Client after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Agreement and/or the business relationship created hereby, and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Client Confidential Information. Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Client, (b) any information that derives economic value from not being generally known to persons other than Client and its employees, and (c) any information that is the subject of efforts by Client that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Client in oral, graphic, written, electronic or machine readable form ("Client Confidential Information") and shall not disclose or use such Client Confidential Information without the express written consent of Client. Client Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Client Confidential Information only to those of its employees who have a need to know the Client Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Client, UA shall promptly, at the option of Client, either return or destroy all (or, if Client so requests, any part) of the Client Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Client Confidential Information in a manner consistent with the maintenance of Client's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Client in identifying and preventing any unauthorized access, use, copying or disclosure of the Client Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Client immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Client, and UA will, at UA's expense, cooperate with Client in seeking injunctive or other equitable relief in the name of UA or Client against any such person. Client Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Client to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Client is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all login identifiers and passwords provided hereunder are deemed Confidential Information of UA. Client and Licensed Users are responsible for maintaining the confidentiality of such login identifiers and passwords. Client agrees to (a) notify UA of any unauthorized use of such login identifiers or passwords or any other breach of security pertaining

to the Service when it became known to the Client, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Client's or any Licensed User's failure to comply with this Section 5.4.

- 5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter.

## INDEMNIFICATION AND LIABILITY

- 6.1 UA shall indemnify, defend and hold the Client and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.
- 6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CLIENT TO UA UNDER THIS AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

## PROPRIETARY RIGHTS

- 7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Client hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

## TERM AND TERMINATION

- 8.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of five (5) years thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional one (1) year (the "Renewal Term") unless either party provides written notice of termination at least ninety (90) days prior to the expiration of the initial Term or then current Renewal Term. Either party may immediately terminate this Agreement in the event that:
- (a) the other party breaches any material obligation, warranty, representation or covenant under this Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach or,
  - (b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity.



If timely payment of Fees is not received by its due date, UA reserves the right to either suspend or terminate Client's or Licensed User's access to the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Client will be obligated to pay any and all Fees due hereunder up through the annual anniversary of the Effective Date of this Agreement or expiration and UA shall have no further obligations to Client. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason.

## MISCELLANEOUS

- 9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;
- 9.2 Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Butte County, California.
- 9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.
- 9.4 Assignment. Client will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate
- 9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Client's obligation to pay any of the Fees in accordance with Article 3 hereof.
- 9.6 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Client; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.
- 9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.
- 9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.
- 9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Agreement. This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Client have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

**Signed on behalf of The Client:**

**Signed:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

**Signed on behalf of The Supplier:**

**Signed:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_



**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12, 2022**

**Agenda Item: 6(b)**

**ORIGINATED BY:** Eric Reinbold, Chief of Police  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** Award Contract for Project Management of the Town's Two-Way Radio System Restoration  
**LONG TERM RECOVERY PLAN:** Yes

**COUNCIL ACTION REQUESTED:**

1. Consider authorizing the Town Manager to enter into a contract with CDX Wireless for Project Management of the Town's two-way radio system restoration. (ROLL CALL VOTE)

**Background:**

Before the Camp Fire on November 8, 2018, the Town of Paradise had a robust, VHF radio network with multiple frequencies for the Police, Fire and Public Works Departments. The system consisted of 5 receiver locations voted back to the transmitters via dedicated, copper wire, AT&T phone circuits and 1 mountaintop receiver voted back to the transmitters via a UHF link. The Camp Fire burned the copper phone line infrastructure, disconnecting all 5 wire-line voter sites. It also shorted out the power to the remote, UHF voted site. Public Works staff was able to restore the remote voter site to moderate functionality. However, we could not reconnect the wire-line voter sites because the AT&T copper wire communications infrastructure in Town is being replaced with fiber, and the fiber network is incompatible with the Town voter equipment in place. The Paradise VHF system

Also as a result of the Camp Fire, the Paradise Police Department lost Dispatch staffing and are temporarily contracting with the Butte County Sheriff's Office (BCSO) to cover Dispatch services. BCSO is now using a legacy VHF radio system to communicate with Paradise personnel. Otherwise, BCSO transmits on the modern, 700 MHz, digital, trunked, BRICS radio network to communicate with their Deputies. BCSO cannot reliably tie the Paradise VHF systems into their 700 MHz system. Additionally, in October 2020, the California Department of Justice notified California Law Enforcement agencies that they are requiring all personal identifying information (PII) and criminal justice history information (CJIS) transmitted via radio, to be transmitted via secure networks. The Town's VHF system and equipment is incapable of meeting this new requirement.

**Analysis:**

Town Council has directed the Town to restore the Town's radio communications and Public Safety Answering Point capabilities to what they were prior to the Camp Fire. With the greatest amount of the most critical infrastructure under the responsibility of the Police Department, the

PD will be taking the lead on these projects. In place of building a new, separate, two-way radio infrastructure, the Town's direction is to transition to the Butte Regional Interoperable Communications System (BRICS) operated by Butte County. This 700 MHz network is set up to be utilized by multiple agencies, and with multi-band radios, provides for maximum interoperability. To accomplish this, all the Town's two-way radios need to be replaced, and all Dispatch and backroom radio equipment must be upgraded.

There are many interrelated steps and components to this process. As the Police Department has moved forward with executing the Council's direction to restore communications capabilities, the Department has recognized the complexity of the systems, and the process to upgrade them. To ensure the smooth transition to the new systems and technology, the coordination and consolidation of the many steps and processes necessary to accomplish the Town's goals, will benefit significantly from the assistance of a third-party consultant, with the technical knowledge and expertise to communicate with, coordinate, and inspect the work of the multiple contractors in the various disciplines necessary to complete these projects.

Staff is recommending the Town engage the services of CDX Wireless of Pleasanton, California, to manage and coordinate the various steps to upgrade the Town's communications and Dispatch radio equipment. CDX Wireless is an experienced, land-mobile radio and telecommunications consultancy firm, with the expertise to provide the guidance and management to complete this project. From 2013 to 2021, CDX Wireless was heavily involved in managing the design and construction of the BRICS network and infrastructure as a consultant to Butte County Communications. Due to this involvement, CDX Wireless is familiar with the technical aspects of the BRICS network and can ensure the Town's successful deployment of the required equipment and infrastructure, including the necessary Dispatch and radio infrastructure repairs and improvements. CDX Wireless is also aware of the technical requirements of the necessary equipment. Specifically, Mr. Bob Simmons, who would be the lead for CDX Wireless' involvement, held the same role for the BRICS network installation. Mr. Simmons has a respected in the region and has a reputation for being a knowledgeable consultant with the technical expertise to advocate for his client's best outcomes

**Financial Impact:**

CDX Wireless has submitted a proposal to assist the Town with the management of the radio system restoration project. The proposal is based on an estimated 400 hours of work at a rate of \$180.00 per hour, for a total labor cost not to exceed \$72,000.00. The proposal breaks down the hours that CDX Wireless estimates will be required to complete each phase of their project management. Under this proposal, the Town would be billed monthly for work accomplished to that point, showing how many hours have been invested and how many of the estimated hours remain in each area. We will closely track the progress and costs of this project. If for some reason additional funding is needed for CDX Wireless to complete the management of the project, Staff will return to Council with a detailed explanation prior to seeking approval for any additional funding.

The CDX Wireless proposal clarifies that meetings will be held remotely via phone or video conference as much as possible, however, travel will be required for certain aspects of the project management, such as to inspect the work of the contractors. CDX Wireless will ensure that the equipment and installation meet the requirements of the codes and the specifications of the contracts. These travel expenses and per diem may be billed to the Town, using actual cost for travel and the published Town of Paradise meal per diem rates, with the travel reimbursement not to exceed \$1,000 without prior approval of the Town.

With the recent award of \$615,000 in Federal Community Project funding to purchase portable and mobile police radio equipment, Measure V and insurance settlement proceeds that were originally allocated in the FY 2021-22 Budget toward this purchase are now available to be reallocated toward other budget needs. Staff recommends reallocating up to \$73,000 of this available funding to the CDX Wireless Radio Infrastructure Repair Project Management contract.

March 31, 2022

Lt. Anthony Borgman  
Paradise Police Department  
5595 Black Olive Dr  
Paradise, CA

RE: Project Scope and Quotation for the Town of Paradise Project Management Services

Lt. Borgman,

As the individual authorized to contractually obligate and negotiate for CDX Wireless, I am pleased to present this project scope and quotation for project management services for the Town of Paradise.

If you have any questions please feel free to contact me through the contact information listed below.

Respectfully,



Bob Simmons  
Principal, CDX Wireless Inc.

4900 Hopyard Rd, Suite 100  
Pleasanton, CA 94588

Phone: (925) 270-8734

Fax: (925) 369-6799

Email: [bob.simmons@cdxwireless.com](mailto:bob.simmons@cdxwireless.com)

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## 1 Project Staffing

CDX Wireless shall staff our efforts on this project with Mr. Bob Simmons. Mr. Simmons has served Butte County as its consultant since August 2013 by assessing the needs of users of Butte County's existing, analog public safety radio system; by drafting a conceptual design for its replacement; by developing the procurement specifications for the digital, Project 25 trunked simulcast radio system; and by providing consulting services to support the procurement and implementation for the system. As such he is very familiar with the technical requirements needed for the Town of Paradise to integrate its dispatch center with the Butte County Radio System.

Mr. Simmons will hold overall responsibility for completing the Scope of Work described in this Project Scope. He will be CDX Wireless' single point of contact for this project and any additional project staff will report through him.

Mr. Simmons will be supported by other CDX Wireless staff in tasks such as providing expertise in specific technical areas related to public safety radio communications or preparing and assembling deliverables and reports.

## 2 Place of Performance

CDX Wireless' work on this project will include a combination of off-site and on-site activities, the latter occurring at the offices of CDX Wireless. CDX Wireless shall be on-site as is practically necessary to complete the Scope of Work described below with the expectation that this shall entail approximately one (1) to two (2) days of on-site presence approximately one to two times per month, however, the on-site schedule will be adjusted as necessary to accommodate the completion of tasks. When their nature allows, meetings or other project-related discussions will be conducted via phone conference or WebEx telepresence.

## 3 Scope of Work

### 3.1 Background

The Town of Paradise is in the process of bringing its Dispatch Center online after having its dispatch services being provided by Butte County SO following the devastating Camp fire of 2018. In order to bring its Dispatch Center back online, the Town is beginning several sub-projects necessary to integrate the Center with the Butte County Radio System. These sub-projects include:

- Acquiring and deploying a point-to-point microwave link from the Paradise PD dispatch center to a Butte County RF hub site.
- Correcting and improving grounding at the Paradise PD/FD tower.
- Correcting and improving grounding in the Paradise PD radio equipment room.
- Implementing a Motorola provided MCC7500 dispatch console

This Scope of Work from CDX Wireless includes tasks that span the entire project as well as tasks that correspond directly to the activities of the Contractor(s) that had definitive start and completion milestone dates.

The tasks that span the entire project are:



1. Project Administration, including
  - a. Project Management
  - b. Vendor Contract Management

The tasks that correlate to Contractor project milestones are:

2. Kickoff
3. Detailed Design Review
4. Manufacture (Fixed Network Equipment)
5. Site Preparation
6. Staging and Factory Acceptance Test Plan
7. Installation: Fixed Network Equipment
8. Site Optimization and Configuration
9. System Optimization
10. Acceptance Testing: Functional
11. Cutover Planning
12. Documentation
13. Final Acceptance

### 3.2 Work Activities

The following table describes the activities and responsibilities of CDX Wireless along with the expected activities and responsibilities of Town of Paradise (hereinafter "Town") and Contractor(s).

Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Contractor(s)	Activities & Responsibilities of Town of Paradise
<b>Tasks that span the entire project</b>			

Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Contractor(s)	Activities & Responsibilities of Town of Paradise
<p><b>Project Administration Including:</b></p> <ul style="list-style-type: none"> <li>• <b>Project Management</b></li> <li>• <b>Vendor Contract Management</b></li> </ul>	<p>Prepare for and attend project status updates and project reviews. Identify to Town and Contractor project issues and risks and cooperatively work with all to identify and resolve/mitigate them.</p> <p>Cooperatively work with Contractor and Town to review the need for project changes and, when warranted, assist in the development of change orders and/or contract amendments to include listings of changes to project scope/performance, schedule, and cost.</p>	<p>Call, prepare agenda (and other materials for) and lead project status updates and reviews.</p> <p>Cooperatively work with Town and CDX Wireless to raise and clearly identify project issues and risks and resolve/mitigate them.</p> <p>Cooperatively work with Town and CDX Wireless to review the need for project changes and, when warranted, support the development of change orders and/or contract amendments to include listings of changes to project scope/performance, schedule, and cost.</p>	<p>Prepare for and attend project status updates and project reviews. Actively participate in discussions regarding project issues and risks and cooperatively work with all to identify and resolve/mitigate them.</p> <p>Cooperatively work with Contractor and CDX Wireless to review the need for project changes and, when warranted, assist in the development of and be ultimately responsible for the approval of change orders and/or contract amendments to include listings of changes to project scope/performance, schedule, and cost.</p>
<b>Tasks that correlate to Contractor milestones</b>			

Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Contractor(s)	Activities & Responsibilities of Town of Paradise
<b>Kickoff</b>	Review the contractor provided agenda for the kickoff meeting and provide feedback on any suggested changes.	Develop the agenda for the kickoff meeting to include: <ul style="list-style-type: none"> <li>- Review of the roles of the project participants to identify communication flows and decision making authority between project participants.</li> <li>- Review of the overall project scope and objectives.</li> <li>- Review of the resource and scheduling requirements.</li> <li>- Review the project schedule addressing milestones and key deliverables.</li> <li>- Review of the Project Management Plan and processes.</li> </ul> Prepare materials for use during the meeting.	Review the contractor provided agenda for the kickoff meeting and provide feedback on any suggested changes.  Provide a suitable meeting space for the meeting.

Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Contractor(s)	Activities & Responsibilities of Town of Paradise
<b>Detailed Design</b>	<p>Provide guidance to the Town on design parameters and the overall design process to ensure that the detailed system design meets Town needs.</p> <p>Review system design materials and provide feedback and suggestions on any recommended changes.</p>	<p>Conduct detailed sitewalks for all sites to gather pertinent details for developing complete system detailed design.</p> <p>Develop the following materials for review such that the Town can confirm the system design:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Project Schedule.</li> <li><input type="checkbox"/> Statement of Work.</li> <li><input type="checkbox"/> System Description.</li> <li><input type="checkbox"/> Site Layout Drawings.</li> <li><input type="checkbox"/> Shelter floor plan drawings.</li> <li><input type="checkbox"/> Rack Elevation Drawings.</li> <li><input type="checkbox"/> System Block and Level Diagrams.</li> <li><input type="checkbox"/> Power Calculations.</li> <li><input type="checkbox"/> Antenna Network Diagrams.</li> <li><input type="checkbox"/> Coverage Maps.</li> <li><input type="checkbox"/> TX Combiner Plan.</li> <li><input type="checkbox"/> Preliminary Transition Plan.</li> <li><input type="checkbox"/> Equipment List.</li> <li><input type="checkbox"/> FATP</li> <li><input type="checkbox"/> Training Plan.</li> </ul>	<p>Review system design materials and provide feedback and suggestions on any recommended changes.</p> <p>Provide confirmation of system design upon completion of all requested changes.</p>
<b>Manufacture</b>	Track status of manufacturing effort through the contractor PM.	Track and manage the manufacturing effort.	Track status of manufacturing effort through the contractor PM.

Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Contractor(s)	Activities & Responsibilities of Town of Paradise
<b>Site Preparation</b>	Assist in the identification and evaluation of sites to be used. Review technical information provided by Contractor. Assist in the preparation of leases or other agreements needed to prepare the sites for remediation and/or occupancy.	Provide technical information regarding the system's requirements for site space, electrical power, HVAC, and other resources. Identify issues that must be addressed as part of leases/agreements and that must be remediated prior to occupancy.	Identify the sites to be used in the project. Lead in the preparation of leases or other agreements needed for site remediation and/or occupancy. Execute such leases or other agreements.
<b>System Staging and Factory Acceptance Test</b>	<p>Review Factory Acceptance Test Plan and provide feedback and suggestions on any recommended changes.</p> <p>Travel to contractor staging facility to witness Factory Acceptance Test Plan.</p> <p>Witness Factory Acceptance Test Plan.</p>	<p>Receive equipment from manufacturing and assemble the system per detailed design documentation.</p> <p>Develop Factory Acceptance Test Plan.</p> <p>Develop cabling and labels as required for proper system operation.</p> <p>Verify and record settings and software versions of equipment as tested.</p> <p>Execute Factory Acceptance Test Plan.</p> <p>Conduct final inventory and ship to equipment to the Town for installation.</p>	<p>Review Factory Acceptance Test Plan and provide feedback and suggestions on any recommended changes.</p> <p>Travel to contractor staging facility to witness Factory Acceptance Test Plan.</p> <p>Witness and signoff upon satisfactory completion of Factory Acceptance Test Plan.</p>

Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Contractor(s)	Activities & Responsibilities of Town of Paradise
<b>Installation: Fixed Network Equipment</b>	<p>As necessary, observe installation of Fixed Network Equipment (FNE).</p> <p>Assist in review reports of deficiencies as related to installation standards.</p> <p>Assist in identification of plans to rectify site deficiencies.</p> <p>Assist in review and approval of site remediation. Review completion of Contractor’s tasks regarding FNE and provide comments to Town.</p>	<p>Install equipment at sites as contracted.</p> <p>Complete/modify site drawings according to installation.</p> <p>Interconnect new equipment to existing (analog) system as required per contract.</p> <p>Perform audits of site to identify deficiencies as related to Contractor installation standards for communications sites.</p> <p>Report on deficiencies and provide costs to remediate.</p> <p>Remediate sites as agreed-to by Town.</p>	<p>Ensure Contractor has access to sites.</p> <p>Observe installation of system equipment</p> <p>Approve completion of Contractor’s tasks regarding FNE Installation.</p> <p>Review reports of deficiencies as related to installation standards.</p> <p>Approve plans to remediate site deficiencies.</p> <p>Review and approve site rectification.</p>
<b>System Optimization</b>	<p>Assist in gathering/ developing information about subscriber fleet (radio ID’s, talkgroup ID’s, etc.) to facilitate system programming.</p> <p>As necessary, observe programming of system equipment.</p> <p>Assist in resolution of any issues related to interfaces/ links that are provided by third parties.</p> <p>Review completion of Contractor’s tasks regarding system optimization and provide comments to Town.</p>	<p>Program system equipment using Town-provided information about subscriber fleet (radio ID’s, talkgroup ID’s, etc.).</p> <p>Integrate, optimize, and verify the interfaces between equipment, sites, consoles, and other system components.</p> <p>Test features and functionality to verify performance.</p> <p>Test links between sites and provide results to Town.</p> <p>Record all parameters settings for inclusion in system documentation</p>	<p>Ensure Contractor has access to sites.</p> <p>Provide information about subscriber fleet (radio ID’s, talkgroup ID’s, etc.) to facilitate system programming.</p> <p>Observe programming of system equipment.</p> <p>Resolve any issues related to interfaces/links that are provided by third parties.</p> <p>Approve completion of Contractor’s tasks regarding system optimization.</p>

Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Contractor(s)	Activities & Responsibilities of Town of Paradise
<b>Acceptance Testing: Functional</b>	<p>Assist in preparation of test plans for functional testing of system.</p> <p>Oversee conduct of functional testing plans.</p> <p>Assist in review and approval of documented list of testing issues or deficiencies.</p> <p>Assist in review and approval of resolved issues or deficiencies or alternate resolution plan.</p>	<p>Prepare test plans for functional testing of system.</p> <p>Conduct functional testing per approved test plans.</p> <p>Document and rectify any issues or deficiencies arising from conduct of test plan.</p> <p>Resolve issues and retest or agree to alternate resolution plan.</p>	<p>Approve test plans for functional testing of system.</p> <p>Oversee conduct of functional testing plans.</p> <p>Review and approve of documented list of testing issues or deficiencies.</p> <p>Review and approve of resolved issues or deficiencies or alternate resolution plan.</p>
<b>Cutover Planning</b>	<p>Assist in review of cutover and migration plan.</p>	<p>Work with the Town to understand critical issues regarding cutover planning</p> <p>Prepare cutover and migration plan</p> <p>Set up patches and other interim communications bridges</p> <p>Execute cutover plan</p>	<p>Review and approve of migration plan.</p> <p>Ensure communications and logistics are complete with affected Town agencies prior to cutover.</p>

Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Contractor(s)	Activities & Responsibilities of Town of Paradise
<b>Documentation</b>	Assist in review and approval of final project documentation.	Identify and provide final project documentation consisting of: <ul style="list-style-type: none"> <li><input type="checkbox"/> Standard equipment manuals.</li> <li><input type="checkbox"/> System drawings.</li> <li><input type="checkbox"/> Fixed equipment documentation.</li> <li><input type="checkbox"/> Plan and elevation views of the equipment installation at the radio site.</li> <li><input type="checkbox"/> Equipment inter-cabling diagrams for each site.</li> <li><input type="checkbox"/> Demarcation wiring lists.</li> <li><input type="checkbox"/> Programming and level setting data sheets.</li> <li><input type="checkbox"/> Equipment by site.</li> <li><input type="checkbox"/> Key access procedures.</li> <li><input type="checkbox"/> Site inventory lists.</li> <li><input type="checkbox"/> Remote sign-on procedures and passwords.</li> <li><input type="checkbox"/> Software versions and equipment wiring by equipment site.</li> <li><input type="checkbox"/> Radio licenses.</li> </ul>	Review and approve final project documentation.
<b>Final Acceptance</b>	Identify punch-list items, work to resolve them, report on resolution progress.  Assist in review and approval of Customer Support Plan.	Identify punch-list items, work to resolve them, report on resolution progress.  Develop Customer Support Plan.	Identify punch-list items, work to resolve them, report on resolution progress.  Review and approve Customer Support Plan.



## 4 Price Quotation

### 4.1 Quotation Basis

The following price quotation is based on the provision of staffing according to the Project Staffing, Place of Performance, and Scope of Work as described above. CDX Wireless reserves the right to revise this price quotation should the level of staffing, the scope of project tasks, or the duration of the project schedule change for reasons outside of the control of CDX Wireless.

### 4.2 Work Breakdown and Labor Quotation

Project Task	# of Labor Hours	Cost Per Hour	Total Labor Cost
<b>Tasks that span the entire project</b>			
<b>Project Administration Including:</b>	40	\$180.00	\$7,200.00
<b>Tasks that correlate to Contractor milestones</b>			
<b>Kickoff</b>	16	\$180.00	\$2,880.00
<b>Detailed Design</b>	60	\$180.00	\$10,800.00
<b>Manufacture</b>	8	\$180.00	\$1,440.00
<b>Site Preparation</b>	60	\$180.00	\$10,800.00
<b>System Staging and Factory Acceptance Test</b>	12	\$180.00	\$2,160.00
<b>Installation: Fixed Network Equipment</b>	60	\$180.00	\$10,800.00
<b>System Optimization</b>	40	\$180.00	\$7,200.00
<b>Acceptance Testing: Functional</b>	24	\$180.00	\$4,320.00
<b>Cutover Planning</b>	24	\$180.00	\$4,320.00
<b>Documentation</b>	24	\$180.00	\$4,320.00
<b>Final Acceptance</b>	8	\$180.00	\$4,320.00
<b>Labor Total</b>	400 hours		\$72,000.00

### **4.3 Travel and Other Expenses**

The Town of Paradise shall reimburse CDX Wireless for the actual costs of travel required to perform the Scope of Work described above. Reimbursed costs shall be limited to air fare, lodging (when required), rental cars (including fuel), meals, and airport parking. The total reimbursed costs for this project shall not exceed \$1,000 unless approved by the Town of Paradise. The costs of meals shall be limited to published Town Per Diem rates and shall exclude lunch and incidentals.

The Town of Paradise shall reimburse CDX Wireless for the actual costs of third-party materials and services required to perform the Scope of Work described above. Unless approved in advance and in writing by the Town, such materials and services shall be limited to the production or reproduction of documents.

### **4.4 Invoicing**

CDX Wireless shall submit to the Town of Paradise each month an invoice detailing:

1. The period of performance (i.e., the month in which labor was expended and costs were incurred)
2. The number of hours expended that month for each task
3. The number of hours remaining for each task (after that month's labor expenditures)
4. The total labor cost for that month
5. The total of travel and other costs incurred that month (along with of receipts, invoices, or other justification for all travel or other costs for which CDX Wireless seeks reimbursement)
6. The total cost of labor and expenses for that period (i.e., the invoice total)



**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12, 2022**

**Agenda Item: 6(c)**

**ORIGINATED BY:** Eric Reinbold, Chief of Police  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** Award Contract for the Purchase and Upfit of Police Vehicles  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Consider authorizing the Police Department to purchase three (3) 2022 or 2023 Chevrolet Tahoe PPV vehicles under California State Contract pricing through Elk Grove Auto / Winner Chevrolet; and,
2. Authorizing the Police Department to purchase required upfit and emergency equipment from Lehr, under the existing, publicly bid, Placer County contract with Lehr Auto, to upfit the Tahoes into two (2) Patrol vehicles and one (1) K9 Patrol vehicle. (ROLL CALL VOTE)

**Background:**

In the November 2014 election, Paradise residents adopted Measure C, a half percent sales tax increase that provides additional funding for police, fire, roads, and animal control. In the November 2018 election, Paradise residents extended Measure C by passing Measure V. The Measure V committee of selected citizens provide recommendations for the use of the funds. The committee met and provided the Town Council with their recommendations on Measure V fund expenditures. The purchase of police patrol vehicles for the Paradise Police Department was one of their recommendations.

To retain vehicles in our patrol fleet that exceed ten years old, or 100,000 miles, has proven to increase the Town's fleet maintenance costs, which impacts the General Fund, impacts the reliability of in-service usage, and potentially increases our liability due to component / system failure. We are in the fortunate position, due to the passing of Measure V, to purchase police vehicles to replace these older, high mileage vehicles.

**Analysis:**

Due to current global market and supply chain conditions, Police vehicles are difficult to obtain and take significant time to receive. For example, the Police vehicles ordered in March 2021, have still not been received by the Town. Contracts must be ready and purchase orders finalized prior to the very brief windows of opportunity to order these

vehicles. In recognition of these challenging circumstances, the Police Department has finalized quotes to purchase three (3) Chevrolet Tahoe PPV vehicles from Elk Grove Auto / Winner Chevrolet under the California State contract price. Additionally, due to the uncertainty of delivery timelines for the vehicles and upfit equipment, the Police Department has finalized quotes to purchase and install the upfit equipment necessary to complete two (2) of the Tahoe PPV vehicles as Patrol vehicles, and one (1) as a K9 Patrol vehicle, through the existing, publicly bid, Placer County contract with Lehr.

By utilizing the existing, publicly bid contracts from the State of California to purchase the vehicles and Placer County to purchase and install the upfit equipment, the Town is able to initiate the purchases at set prices without the potential for delays that come with the bidding process. Delaying the authorization to purchase these vehicles beyond the end of April will cause the Town to miss the opportunity to order these vehicles this season, further delaying their delivery and use.

**Financial Impact:**

The three (3) Tahoe vehicles, as specified by the Town, will cost a total of \$230,305.84, delivered and deployed on Patrol. The following table breaks down the line-item cost of the vehicles:

NEW MARKED K9 PATROL				
1	2023 Chevrolet Tahoe 9C1 4x4	\$ 49,401.81	\$ 49,401.81	
1	Marked K9 Upfit Equipment, quote	\$ 22,563.03	\$ 22,563.03	
1	Marked K9 Upfit Equipment Installation, quote	\$ 5,460.00	\$ 5,460.00	
1	Graphics Installation & Radio Transfer From Old Patrol Vehicle	\$ 2,500.00	\$ 2,500.00	
NEW K9 VEHICLE TOTAL		\$ 79,924.84		\$ 79,924.84
NEW MARKED PATROL				
2	2023 Chevrolet Tahoe 9C1 4x4	\$ 49,401.81	\$ 98,803.62	
2	Marked Patrol Vehicle Upfit Equipment, quote	\$ 18,801.19	\$ 37,602.38	
2	Marked Patrol Vehicle Upfit Equipment Installation, quote	\$ 4,987.50	\$ 9,975.00	
2	Graphics Installation & Radio Transfer From Old Patrol Vehicle	\$ 2,000.00	\$ 4,000.00	
MARKED PATROL VEHICLE TOTAL		\$ 75,190.50		\$ 150,381.00
3	TOTAL MARKED PATROL AND K9 VEHICLE PURCHASE AND UPFIT			\$ 230,305.84

In the past, the Town has financed the purchase of new Patrol vehicles to amortize the cost over 5 years. However, in the current markets and the Town’s financial position, the cost of financing outstrips the return on investment of the money, should the Town finance the purchase and hold the purchase amount in savings to pay off the financing. Therefore, Staff recommends the direct purchase of the vehicles with Measure V funds to be included in the Measure V Budget for FY 2022-23 Budget. A budgeted line item for the purchase of these vehicles in the amount of \$230,000 was presented to the Measure V Citizen Oversight Committee during the meeting held on March 22, 2022. The FY 2022-23 Measure V Budget will be updated to reflect the final cost estimate above and will be included for adoption during the presentation of the FY 2022-23 Town-wide budget in June 2022.



**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 6(d)**

**Date: April 12, 2022**

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

**REVIEWED BY:** Kevin Phillips, Town Manager

**SUBJECT:** Consider Approval of VMT (Vehicle Miles Traveled) Policies for the Town of Paradise as set out in the 2020 Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) Adopted by BCAG and the Town’s Adoption of the Statement of Overriding Considerations Based Upon the BCAG Final Supplemental EIR

**LONG TERM RECOVERY PLAN:** Yes – Planning & Zoning (General Plan)

**COUNCIL ACTION REQUESTED:**

1. Adopt Town of Paradise Resolution No. 2022-\_\_\_\_, “A Resolution of the Town Council of the Town of Paradise Adopting CEQA Findings, Adopting the Town of Paradise’s Statement of Overriding Considerations, and Thereafter Approving Its Vehicle Miles Traveled Policies” OR
2. Provide alternative direction to town staff.

**Background:**

Between May 2018 and December 2020, BCAG prepared and adopted its updated 2020 Regional Transportation Plan / Sustainable Communities Strategy (2020 RTP/SCS) with a Supplemental Environmental Impact Report (SEIR). The 2020 RTP/SCS is BCAG’s long range regional transportation plan which covers the years from 2020 to 2040. The RTP/SCS serves as the foundation for the development of the short-range Regional Transportation Improvement Program (RTIP) and the Federal Transportation Improvement Program (FTIP).

The 2020 RTP/SCS contains all of the following components: 1) the RTP Document – including all required components (Policy, Sustainable Communities Strategy, Action and Financial); 2) the Air Quality Conformity Analysis and Determination – demonstrating that the projects in the RTP conform to the applicable federal air quality requirements; and 3) the Environmental Impact Report – complying with the California Environmental Quality Act requirement.

Paradise participated in the formulation of the 2020 RTP/SCS, and was a voting member in its adoption, and may be considered a responsible agency under CEQA for the accompanying SEIR. As the Town continues to recover from the Camp Fire and additional projects are presented, it is important to include mitigation measures required by the 2020 RTP/SCS as well as other regionally formulated policies. For example, pursuant to Resolution No. 2019-36, the Town adopted the Butte County Hazard Mitigation Plan. Specifically, the local-level VMT policies found

in the 2020 RTP/SCS are relevant to the pending adoption of the updated Housing Element, as the Housing Element addresses population return and must analyze the associated VMT impacts. Adoption of the proposed VMT Policies is an additional step in assisting how Paradise addresses environmental issues as its population returns.

### **Analysis:**

Senate Bill 743 updated the way that transportation impacts are measured in California for development projects, making sure they are built in a way that allow Californians additional options to drive less. This law moved transportation impact analysis away from vehicle 'level of service' (LOS) metrics to a new 'vehicle miles traveled' (VMT) metric by July 2020. BCAG has led the way, regionally, in coordinating with the local jurisdictions regarding the preparation of the 2020 RTP/SCS and the BCAG SB 743 Implementation Study, identifying strategies to be implemented by local jurisdictions through adopted policy that reduces VMT. The proposed VMT Policies are attached and incorporated as Exhibit "B" to the Resolution.

Many of the proposed VMT Policies - diversity of land uses, pedestrian and bicycle network improvements, are already incorporated into other Town policy documents such as the Housing Element, the Long-Term Recovery Plan, and the Draft Transportation Master Plan. As the Town works towards a fiber optic network accessible to all residents and businesses, as part of the 2021 Paradise Broadband Feasibility Study, VMT Policies surrounding telecommuting and alternative work schedules will become more feasible. BCAG has recently completed a study of unmet transit needs for the 2022/23 Transit Needs Assessment which will help them in determining where there is a need for increased transit services.

The proposed VMT Policies are consistent with the 1994 General Plan by working to further the following goals, policies, and implementation measures:

- CG-6 (circulation goal) – Reduce reliance on the automobile by careful land use planning and encourage the use of non-automobile travel modes through a balanced and integrated set of land use and transportation planning policies.
- CP-13 (circulation policy) – Automobile dependency within Paradise should be reduced for local residents and visitors by implementing congestion management and trip reduction plan programs that decrease the number of vehicle miles travelled which, in turn, reduces air pollution and congestion and saves energy.
- CP-15 (circulation policy) – Expand public transportation services within Paradise and between Paradise and major employment centers as feasible, based on service demand and financial constraints.
- LUI-14 (land use implementation measure) – Include provisions for mixed land uses in the town zoning ordinance.
- LUP-46 (land use policy) – Higher density land use development shall be encouraged within and adjacent to the Central Commercial area to promote convenient and compatible concentration of residential and business activity, and to encourage use of alternative forms of transportation.

The 2020 RTP/SCS Final Supplemental EIR was certified and was not challenged. A program EIR is a plan-level document that analyzes environmental impacts of the 2020 RTP/SCS on a programmatic level. Project-specific impacts, such as the adoption of these VMT Policies as well as possible future transportation or other projects, then can be analyzed using its provisions.

The Resolution document addresses the environmental review for the project and adopts the CEQA Findings of Fact and Town of Paradise's Statement of Overriding Considerations, attached and incorporated as Exhibit "A".

**Financial Impact:**

The proposed adoption of the Resolution will not incur any additional general fund expenses.

**EXHIBIT "A"**

**TOWN OF PARADISE  
RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE ADOPTING CEQA  
FINDING, ADOPTING THE TOWN OF PARADISE'S STATEMENT OF OVERRIDING  
CONSIDERATIONS, AND THEREAFTER APPROVING ITS VMT POLICIES**

**WHEREAS**, the Town of Paradise is a member of BCAG and participated in the preparation and adoption of the 2020 update of the Butte County Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS); and

**WHEREAS**, as the Town recovers from the Camp Fire, it needs to adopt policies and procedures to anticipate and mitigate environmental issues which may arise from the return of its population, as well as to be in compliance with current environmental rules and regulations; and

**WHEREAS**, the Town has pending projects which require the initial adoption of such policies, specifically including but not limited to the adoption of the updated Housing Element; and

**WHEREAS**, the Butte County Association of Governments (BCAG) is the designated Metropolitan Planning Organization (MPO) comprised of six member agencies: Butte County, the cities of Biggs, Chico, Gridley, Oroville, and the Town of Paradise; and

**WHEREAS**, BCAG is the agency responsible for maintaining a continuing, cooperative, and comprehensive transportation planning process which will result in a Regional Transportation Plan and Sustainable Communities Strategy pursuant to 23 U.S.C. 134(a) and (g), 49 U.S.C. §5303(f); 23 C.F.R. §450, and 49 C.F.R. §613; and

**WHEREAS**, BCAG was the Lead Agency in preparing the Regional Transportation Plan and Sustainable Communities Strategy and its supporting Supplemental program EIR in compliance with the California Environmental Quality Act (CEQA) [Cal. Pub. Res. Code § 21000 et seq.]; and

**WHEREAS**, BCAG determined that a Supplemental program EIR (SEIR) consistent with CEQA Guidelines Section 15163 and pursuant to CEQA Guidelines Section 15168(a) was appropriate to assess the environmental impact of the 2020 Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) for the Butte County region and thereafter that SEIR was circulated, reviewed and certified on or about December 10, 2020; and



**WHEREAS**, BCAG was the Lead Agency in preparing the Regional Transportation Plan and Sustainable Communities Strategy and its supporting Supplemental EIR in compliance with the California Environmental Quality Act (CEQA) [Cal. Pub. Res. Code § 21000 et seq.]; and

**WHEREAS**, pursuant to Guidelines Section 15152 (2), use of the SEIR is appropriate for subsequent and narrower projects such as policies of a lesser scope and specific for the adoption of the VMT policies, which is the project here; and

**WHEREAS**, pursuant to Guidelines Section 15168(c), later activities in the program covered by the SEIR now must be examined by the Town to determine whether an additional environmental document must be prepared for its adoption of the VMT policies, and if the agency finds that there are no effects that were not examined in the program EIR, the environmental review for the project may tier from the SEIR pursuant to Guidelines Section 15162; and

**WHEREAS**, the Town has examined the adoption of the VMT policies and finds that their adoption is within the scope of the SEIR based upon the provisions of the BCAG SEIR as referenced in this resolution and the Town's adoption of the specific mitigation measures set out in the SEIR and consistency of the policies with the general plan and allowable land uses.

**WHEREAS**, because the Town is adopting the required VMT analysis and mitigation measures (Measure T-1) set out in the SEIR, tiering from that program EIR not only is appropriate but is required under Public Resources Code Section 21093 and 21094, which provide that to avoid repetition, wasted time and speculation, certain projects are intended to be tiered and overall impacts need not be reassessed, but the CEQA analysis may be based upon their tier 1 SEIR; and

**WHEREAS**, the adoption of the Town VMT policies is consistent with the provisions of the SEIR and is required by them; and

**WHEREAS**, the adoption of the Town VMT policies is consistent with the Town General Plan and zoning ordinance; and

**WHEREAS**, the adoption of the Town VMT policies does not make changes to existing or create new information necessitating additional environmental review at this time, and the application of the policies to each specific project will be reviewed with that project; and

**WHEREAS**, it is appropriate for the Town to tier the environmental review for the adoption of the policies from the information in the SEIR; and

**WHEREAS**, no Mitigation and Monitoring Plan is needed as the adoption of the policies constitute such a mitigation and monitoring plan; and

**WHEREAS**, pursuant to CEQA Guidelines Section 15093(b), where the decision of the public agency may cause the occurrence of significant effects which are identified in an EIR but

which cannot be avoided or substantially lessened, even with mitigation, the agency must issue a Statement of Overriding Considerations setting forth the specific reasons to support its actions based on the Final EIR or other information in the record; and

**WHEREAS**, the Town cites the following BCAG analysis that explains the basis for the State of Overriding Considerations:

Impact T-2 IMPLEMENTATION OF PROPOSED TRANSPORTATION IMPROVEMENTS UNDER THE 2020 RTP/SCS HAVE THE POTENTIAL TO INTERFERE WITH ACHIEVEMENT OF THE VMT REDUCTIONS SET FORTH IN CARB’S 2017 SCOPING PLAN. IMPACTS WOULD BE GREATER THAN THE 2016 RTP/SCS AND SIGNIFICANT AND UNAVOIDABLE.

The 2020 RTP/SCS is based on planned population and employment growth in Butte County, consistent with the General Plans of Butte County and the Cities of Biggs, Chico, Gridley, Oroville, and Paradise. In addition, since the BCAG travel demand forecasting model is used for the analysis of the 2020 RTP/SCS, regional employment and population forecasts and the corresponding transportation system of the 2020 RTP/SCS are also incorporated.

Table 4.9-1 provides estimates of total VMT generated for Butte County for each analyzed scenario. As shown in Table 4.9-1 compared to 2018 baseline conditions, the total VMT in Butte County would increase in 2040 regardless of the potential implementation of the 2020 RTP/SCS. This increase is due to regional population growth that would occur in the County independent of policy and land use decisions by BCAG. As compared to the 2040 No Project scenario, the 2020 RTP/SCS would decrease the total VMT in the region by approximately 14 percent.

The overall County data provided as part of Section 4.9 *Transportation and Circulation* includes information from Paradise. For example, maps on Figure 4.9-1 include roadways in Paradise and Section 4.9.1 indicates Bus Route 31 between Paradise and Oroville has been suspended as a result of the Camp Fire. The supplemental analysis regarding the Camp Fire provided along with the 2020 RTP/SCS indicates that the fire has caused increased trips as people travel to jobs from relocated homes and as equipment and building supplies come into Paradise. While Table 4.9-1 provides estimates of total VMT for Butte County, the results of that analysis are correct for Paradise.

**Table 4.9-1 Total Vehicle Miles Traveled – Butte County**

Variable	Baseline (2018)	2040 No Project	2040 Plus Project
Total VMT <sup>1</sup>	4,705,417	6,216,655	5,332,327
% Change from Baseline	N/A	32.1%	13.3%
% Change from No Project	N/A	N/A	-14.2%
Population	227,621	319,342	265,964
<b>Total VMT per Capita</b>	<b>20.7</b>	<b>19.5</b>	<b>20.0</b>

<b>% Change from Baseline</b>	<b>-5.8%</b>	<b>-3.4%</b>
<b>% Change from No Project</b>		<b>2.5%</b>

<sup>1</sup> Includes total VMT for Butte County, excluding external-to-external trips. Estimates and forecasts from 2020 RTP/SCS BCAG travel demand forecasting model.

Source: Appendix D

VMT per capita is a proxy for the SB 375 metric of GHG based on VMT within Butte County. While total VMT is lower with implementation of the 2020 RTP/SCS when compared to the No Project scenario, VMT per capita is higher in the 2020 RTP/SCS scenario as compared to the No Project scenario. Total VMT is higher, while VMT per capita is lower because the No Project scenario estimate is based on the adopted 2016 RTP/SCS and includes a much higher population as result of decreased growth projected by the California Department of Finance and losses associated with the Camp Fire for the 2020 RTP/SCS. As a result, the forecast assumed more development and more dense development, including in the Paradise area than is analyzed in the 2020 RTP/SCS. The 2020 RTP/SCS assumes both lower population and lower population density with rebuilding in Paradise, which results in higher VMT per capita even with lower total VMT. Compared to baseline 2018 conditions, VMT per capita is around three percent lower with implementation of the 2020 RTP/SCS.

The VMT per capita decline indicates that the projected land use and planned transportation improvements assumed in the 2020 RTP/SCS would effectively work together to improve system efficiency, as compared to 2018 baseline conditions.

Notwithstanding past and projected progress on VMT reductions in the BCAG region, recent progress reports on the state’s climate goals suggest that additional VMT reductions are required. Both in its target resetting process and in its 2018 progress report pursuant to SB 150, CARB noted:

- The regional 2035 GHG emissions reduction targets under SB 375 are not adequate to fully meet the goals of the state’s 2017 Climate Change Scoping Plan: The Strategy for Achieving California’s 2030 Greenhouse Gas Target. As CARB noted, “An RTP/SCS that meets the applicable SB 375 targets alone will not produce the GHG emissions reductions necessary to meet state climate goals in 2030 nor in 2050.” CARB identified a 6 percent gap between the 19 percent emissions reductions targets set for the regions (over a base year of 2005) and the 25 percent reductions required to meet the Scoping Plan goal.
- Much greater reductions in VMT will be required to meet the state climate goals for 2030 and 2050. CARB concluded that a 14.3 percent reduction in daily VMT per capita and a 16.8 percent reduction in light-duty VMT per capita (over current conditions; 2015-2018) was needed to meet these goals.

- California – at the state, regional, and local levels – has not yet gone far enough in making the systemic and structural changes to how we build and invest in communities that are needed to meet state climate goals. It will take collaboration among all these levels of government to achieve the state’s climate goals because the MPOs do not have the land use authority or resources to meet this challenge alone.

The 2020 RTP/SCS’s proposed three percent reduction in total VMT per capita by 2040 would not support achievement of the 14.3 percent identified by CARB statewide. As a result, the potential of the 2020 RTP/SCS land use pattern and transportation improvements to substantially interfere with achievement of the VMT reductions set forth in CARB’s 2017 Scoping Plan (as part of the regional strategy) is considered potentially significant.

With implementation of Mitigation Measure T-1, this impact would be reduced to less than significant for some projects, although additional state policy actions and funding would be required to close the gap at the state level. For projects proposing to streamline environmental review, lead agencies must conduct project-level analysis for each project to analyze whether, based on substantial evidence in the record, the proposed mitigation would reduce the impact to less than significant. However, BCAG cannot require Butte County and the cities of Biggs, Chico, Gridley, Oroville, and Paradise to adopt these mitigation measures, and it is ultimately the responsibility of these agencies to determine and adopt project-specific mitigation. Therefore, Impact 4.9-2 remains significant and unavoidable.

**WHEREAS**, the Town therefore adopts its own Notice/Statement of Overriding Considerations, as follows:

The Town of Paradise hereby finds that mitigation measures have been identified in the BCAG SEIR which are implemented by the Town’s VMT Policies will reduce the Project’s incremental contribution to the following significant cumulative impacts, but not to a less than significant level:

- Impact T-2; Mitigation Measure T-1

The Town adopts and makes this statement of overriding considerations concerning the Project’s unavoidable significant impacts to explain why the project’s benefits override and outweigh its unavoidable impacts.

The adoption of the VMT policies will still result in significant and unavoidable impacts because achievement of the vehicle miles traveled reductions set forth by the state cannot be accomplished as a result of the decreased population growth within Paradise and changed travel patterns per capita as a result of the Camp Fire, as well as overall state policies and related requirements as explained above.

Each benefit set forth below constitutes an overriding consideration warranting approval of the VMT Policies, independent of the other benefits, despite each and every unavoidable impact.

- a. The implementation of the VMT Policies will assist with transportation and projects that will provide for a comprehensive transportation system that assist the Town in recovering from the Camp Fire.
- b. The VMT Policies will assist in improving transportation mobility and accessibility in the county.
- c. The VMT Policies will assist in improve air quality by reducing emissions of ozone precursors.
- d. The VMT Policies will assist in setting policies that contribute to a reduction in greenhouse gas (GHG) emissions from passenger vehicles and light trucks as projects are implemented post-Camp Fire.
- e. Adoption of the VMT Policies at this time will allow their inclusion in projects going forward as the Town recovers from the Camp Fire.

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

1. The Recitals set out above are true and correct.
2. The adoption of the Town's VMT Policies was completed in compliance with the California Environmental Quality Act.
3. The Town Council has reviewed and considered the information contained in this Resolution and the attachments to it.
4. The findings reflect the Town Council's independent judgment and analysis.
5. Based on and incorporating all of the foregoing recitals and findings supported by substantial evidence in the record and set forth in the "Findings and Statement of Overriding Considerations," included here, the Town Council hereby tiers its environmental review from the BCAG Final SEIR for the 2020 RTP/SCS and instructs staff to file a Notice of Determination.
6. The Town Council hereby approves the Town's VMT Policies in the form set out on Exhibit "B" and attached and incorporated by reference.
7. This Resolution shall be effective immediately.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 12<sup>th</sup> day of April 2022  
by the following vote:

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

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Steve Crowder, Mayor

**ATTEST:**

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Dina Volenski, Town Clerk

**APPROVED AS TO FORM:**

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Scott E. Huber, Town Attorney

**EXHIBIT “B”**  
**Town of Paradise VMT Policies**

The Town of Paradise will develop and implement the following policies as provided by the BCAG 2020 RTP/SCS and set out in the Final Supplemental EIR for that project (SEIR). Such policies will be implemented after the date of adoption as applicable in public and private projects in order to try to reach compliance with BCAG goals and with statewide VMT requirements. As these strategies are included in projects, any possible environmental impacts will be analyzed with the environmental review for that project.

1. **Increase diversity of land uses** – Staff will encourage the inclusion of mixed uses within the Town to minimize vehicle travel in terms of both the number of trips and the length of those trips. For example, as service businesses return to the Town, they may be located within walking distance of residential areas. Staff will advise potential developers of existing laws and regulation which promote diversity of land uses.
2. **Provide pedestrian network improvements** – This strategy follows upon the diversity of land uses by encouraging the creation of a pedestrian network connecting to nearby commercial destinations. This is particularly appropriate to connect proposed multifamily projects to nearby service businesses.
3. **Provide traffic calming measures and low-stress bicycle network improvements** –Traffic calming creates networks with low vehicle speeds and volumes that are more conducive to walking and bicycling. This includes identified bicycle lanes and parking that also are appropriate for e-bikes.
4. **Implement car-sharing program** – This strategy reduces the need to own a vehicle or reduces the number of vehicles owned by a household by making it convenient to access a shared vehicle for those trips where vehicle use is essential. Note that implementation of this strategy would require regional or local agency implementation and coordination and would not likely be applicable for individual development projects.
5. **Increase transit service frequency and speed** – This strategy focuses on improving transit service convenience and travel time competitiveness with driving. Given land use density in the Town, this strategy may be limited to traditional commuter transit where trips can be pooled at the start and end locations or require new forms of demand-responsive transit service. The demand-responsive service could be provided as subsidized trips by contracting to private Transportation Network Companies (TNCs, such as Uber, Lyft, and Via) or taxi companies. Alternatively, a public transit operator could provide the subsidized service but would need to improve on traditional cost effectiveness by relying on TNC ride-hailing technology, using smaller vehicles sized to demand, and flexible driver employment terms where drivers are paid by trip versus by hour. Note that implementation of this strategy would require regional or local agency implementation,

substantial changes to current transit practices, and would not likely be applicable for individual development projects.

6. **Implement subsidized or discounted transit program** – This strategy reduces the need to own a vehicle or reduces the number of vehicles owned by a household by incentivizing individuals to use transit for their daily commute. This strategy depends on the ultimate building tenants – whether residential landlords or businesses – and may require monitoring. This strategy also relies on B-Line continuing to provide similar or better service throughout the county, in terms of frequency and speed.
7. **Encourage telecommuting and alternative work schedules** – This strategy relies on effective internet access and speeds to individual project sites/buildings to provide the opportunity for telecommuting. The effectiveness of the strategy depends on the ultimate building tenants and the nature of work done by tenants’ employees (can the work be done remotely in the first place?); two factors that should be considered for potential VMT reduction. This strategy relies on the Town continuing to move forward towards the installation of town wide broadband infrastructure as reported in the 2021 Paradise Broadband Feasibility Study.
8. **Provide ride-sharing programs** – This strategy focuses on encouraging carpooling and vanpooling by project site/building tenants, which depends on the ultimate building tenants; this should be a factor in considering the potential VMT reduction.





**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12, 2022**

**Agenda Item: 6(e)**

**ORIGINATED BY:** Colette Curtis, Recovery and Economic Development Director

**REVIEWED BY:** Kevin Phillips, Town Manager

**SUBJECT:** Communications Consultant Contract Recommendation

**LONG TERM RECOVERY PLAN:** Yes

**COUNCIL ACTION REQUESTED:**

1. Consider concurring with staff recommendation to award communication services contract to Blue Flamingo Marketing; and,
2. Authorizing the Town Manager to execute a 3-year contract with Blue Flamingo Marketing. (ROLL CALL VOTE)

**Background:**

As the Town initiated recovery after the Camp Fire and began the process of public input into the Long Term Community Recovery Plan in early 2019, it was determined that staff needed support in communication with residents. In February 2019, Town staff worked with 3Core to issue a Request for Proposals (RFP) for a communication strategy firm to assist with outreach and messaging during the recovery process. Seven proposals were received by the deadline in 2019, which were reviewed and scored by staff. Through that process, the local firm Blue Flamingo Marketing received the highest score and was determined to be the best fit for this effort.

Since that time Blue Flamingo Marketing has served as the Town’s communication consultant, supporting staff in all aspects of communication and marketing. Their initial contract with the Town was extended to continue these efforts, with their current contract term expiring March 31, 2022. With the contract expiring, the Town took the opportunity to issue a new request for proposals for future communications services.

An RFP was issued in March 2022, and was sent directly to each of the seven firms that responded to the initial RFP, in addition to being published on the Town’s website. As of the deadline, only one proposal was received, from Blue Flamingo Marketing.

**Analysis:**

Although theirs was the only proposal received by the deadline, the proposal submitted by Blue Flamingo was complete, showed direct and relevant experience, and is from a local firm. The budget proposed is reasonable. The RFP and proposal are attached to this staff report.

Staff recommends awarding the contract to Blue Flamingo Marketing based on their submitted proposal.

**Financial Impact:**

The contract cost is \$55,560 per year for the three-year contract period and is budgeted in the Recovery and Economic Development Department.

COMMUNICATION SERVICES PROPOSAL

# TOWN OF PARADISE

March 2022 | © Blue Flamingo Marketing



Blue Flamingo Marketing  
1222 Esplanade Avenue  
Chico, CA 95926  
Attention: Valerie Reddemann  
530.269.8322  
[val@blueflamingomarketing.com](mailto:val@blueflamingomarketing.com)

Federal Tax ID: 38-4137638

Dear Ms. Curtis,

Thank you for the opportunity to submit our proposal for Communications Services for the Town of Paradise. It has been our pleasure to serve in the role of communications consultant for the Town over the past 3 years.

We are eager and ready to continue the work.

Outlined below in our proposal is a synopsis of the work completed thus far and ideas for the future. Team BF, as we like to call ourselves, is prepared to continue and bring fresh ideas and their execution as directed. We would be honored to continue in this role.

Thank you again for the opportunity to provide a proposal of services.

Sincerely,

Valerie Reddemann  
President  
Blue Flamingo Marketing  
March 25, 2022





we are **bold**  
we are **passionate**  
we are **a whole lotta fun**

Blue Flamingo is a nimble and dynamic creative messaging, communications, and public relations firm.

Team Blue Flamingo is here to help you define your message, bring it to life, and give the public a reason to engage.

We work with individuals, businesses, government, and organizations who recognize their success begins with crystal-clear messaging. That means an undeniable, irrefutable, make-no-mistake commitment to core values.

Ask yourself this: are you ready to build a public presence to be reckoned with?



# BOLD is our favorite four-letter word

The secret sauce of any successful business is a clear core message.

Consider your favorite brand, company, or politician. What draws you to them? It's undoubtedly their underlying message—the way they look, talk, act, and communicate all focus on a single message—and it's one with which you feel connected.

Messaging is not a tagline or positioning statement. It's not a quote or an “about us” statement.

Messaging is your internal compass. It informs every decision you make as a company, from marketing and sales to how you communicate with employees, vendors, and customers.

Messaging defines, describes, inspires. It's your playbook for success.

And best of all—given a sound messaging strategy, the rest becomes far easier. Communication is clear. Marketing plans and budgets take shape. Wasteful spending is eliminated. Social media engagement is simplified. Organizational culture and workplace dynamics fall into place.

You stand out and people notice. A Blue Flamingo is born.

If your organization is missing the secret sauce and a clear path forward for an extraordinary vision, Blue Flamingo can help.



# Who is Blue Flamingo

## Local

Our team is rooted in Butte County, giving us direct insight and perspective into the area of Paradise. We bring to the table experienced leadership with a long-held positive reputation and extensive network in the business community, involvement in local service organizations, and relationships with community, government, and educational leaders throughout the north state and beyond. These are all crucial in forming partnerships and unique collaboration to get the word out. We provide the opportunity to get connected in areas outside of your typical circle.

## Qualified

We are bold, we are passionate, and we're a lot of fun. Most importantly, we get results. On the following pages you'll find case studies that showcase our depth of experience in cultivating audiences, developing focused strategies, creating compelling content and bringing the message to life utilizing the most focused, appropriate methods, and channels to drive awareness, engagement, and action.

## Trusted

Blue Flamingo has a solid relationship with local media. From news directors to station managers, producers, and reporters we have built a reputation of trust. Media reads our press releases, listens to our pitches, and regularly reach out to us to help with lining up interviews, gather information, or to brainstorm story ideas. We have even provided content (video / photo/ details) for them to use in their news pieces when they couldn't send a reporter yet eager to cover our client's stories. Our media buy team members have built excellent relationships maximizing dollar spend and exposure.

## Effective

Blue Flamingo brings 3 years experience working with the Town of Paradise delivering results along the way as demonstrated within this proposal. This experience allows us to completely remove onboarding time and instead focus on developing effective marketing and outreach programs focused on cultivating new audiences, developing new marketing assets, and bringing more businesses and residents home to the ridge.



# Project Scope

## We're Ready

The Town of Paradise has made extraordinary progress since the devastating Camp Fire in 2018 - and Blue Flamingo has been proud to play a role in supporting and amplifying the efforts of the Town in bringing people and businesses home. As we enter into the next phase of economic development and rebuilding, communication, outreach and creative strategies will continue to play a critical role in the recovery of Paradise. Blue Flamingo is eager and ready to help continue the momentum in supporting the Recovery and Economic Development Director.

## Services Required

Blue Flamingo (Team BF) has an existing protocol for developing and delivering messaging and communicating it to the public. Through established partnerships, collaboration, and local knowledge Team BF will ensure information for the Town of Paradise is easily accessible and understandable.

As outlined in the RFP, Blue Flamingo is experienced and prepared to coordinate information and messaging through the Town's Recovery and Economic Development Department to Paradise citizens, local media, community stakeholders, local public agencies, along with State and Federal organizations, legislators and legislative staff, and other interested parties via the following tasks:

1. Designing marketing strategies and plans for recovery activities and resident/business attraction for the Town of Paradise, aimed at a dispersed population within Paradise, Butte County, the State and beyond.
2. Developing community education campaigns to support community recovery and public safety projects aimed at residents within Paradise as well as those who are displaced. A deep understanding of the local community and an established relationship with local media is strongly preferred.
3. Coordinating promotion of community meetings, small focus groups, public agency presentations, communications of actions by the Paradise Town Council, and other affiliated public bodies, news media briefings, press releases, updating related website information, social media, and other communication paths.
4. Organizing events: tours, press conferences/announcements, media briefings, press releases.
5. Supporting social media monitoring and analysis of news reports related to recovery effort.
6. Undertaking and maintaining communication archive folder(news/photos/promo/info material)
7. Updating related websites, Facebook page, and other information alternatives as directed.
8. Regular coordination with the Recovery and Economic Development Director.



# What We've Done

A lot has happened in the last 3 years.

Blue Flamingo was retained in early 2019 to assist with encouraging residents to return home and rebuild despite what seemed to be insurmountable hurdles to resurrect a town that had been 95% destroyed. In the beginning, it was all hands on deck. Our team dove in and worked alongside Town staff to help take a steady stream of information and ensure it reached residents.

## Create Communication Processes + Develop Effective Channels

Our first assignment was to design and execute a program to build trust between residents and the Town. During a crisis, the flow of consistent, clear, and accurate information is key - delivered in an authentic, human voice. The next step was to support residents by relaying crucial information during the debris removal process to keep them informed of the progress.

We began work to help simplify the home rebuilding process by providing clear, easy to understand information using a range of communication platforms. Current displaced residents were surveyed to better understand needs to fill in gaps found with those located outside the immediate area.

## Build Momentum

Next assignment - amplify the message that Paradise was ready for people to come home.

Our team transformed MakeitParadise.org from its original state as a site for the community vision to the official Town of Paradise rebuilding website. Content included building checklists, informational guides, and other relevant information designed to ease the burden of rebuilding. The website featured a blog which is continually updated with content and videos.

To amplify reach, we utilized social channels and leverage local organizations such as the zone captains to connect, communicate and engage with residents. For those offline or located in rural areas, we identified public gathering spots and provided printed materials, posters, etc.

When facts are missing, people will fill in the gap with information they hear on the street, hypothesize, or assume. To help mitigate the rumor mill, we organized, managed logistics, and promoted monthly community information meetings. Available online and via streaming to Facebook and then YouTube, thousands of residents were able to get the information needed.





# What We've Done

Grassroot community support groups were cultivated and collaboration further bloomed building additional communication gateways to reach residents wherever they might be.

Weekly PR updates and story ideas were pitched to local and national media outlets, including live updates each week on the local news station. Public official media appearances were coordinated by Blue Flamingo. Weekly email campaigns were initiated to keep residents updated on rebuild information and help facilitate their return home.

## And Then, There Were Trees

Blue Flamingo assisted the Town Manager, Recovery Director, and Staff to help simplify information related to tree removal. Regular meetings with CalOES and CalRecycle provided a direct, clear line of communication and collaboration in sharing consistent information to the public.

Informational materials were created, videos were filmed, social media was deployed and community meetings were held. Blue Flamingo's role was to be the eyes and ears for incoming information, create information to provide clarity and understanding, as well as the communication amplifiers.

## Paradise is Open for Business

Rebuilding is full speed ahead. At the direction of the Recovery and Economic Development director, Team BF has been hard at work to tell the story of Paradise with the goal to inspire and motivate both people and business to move back or move to Paradise. Through written story, videos, collateral, etc. information has created to let the world know Paradise is open for business.

Keeping a steady stream of information flowing is mission critical to keep Paradise at the forefront of decision makers. Potential investors, grant funders, residents, business - they all need to know Paradise is the place where their time, energy and resources belong.



# What We've Done

## Never Forget to Celebrate + Capture Milestones

1st anniversary event - Blue Flamingo organized and executed a full day of events that welcomed thousands. It was one of the most emotional, meaningful and fulfilling events we have ever done. We were honored to help with logistics so Town staff and supporting organizations could participate as residents.

1,000th Permit, 1st COO, last hazard tree felling, 1,000th COO - all big milestones in the Town's recovery. Team BF arranged mini-celebrations to honor and capture each event.

2nd & 3rd Anniversaries - videos, content, daffodil giveaways. Blue Flamingo provided support as needed to build positive experiences.

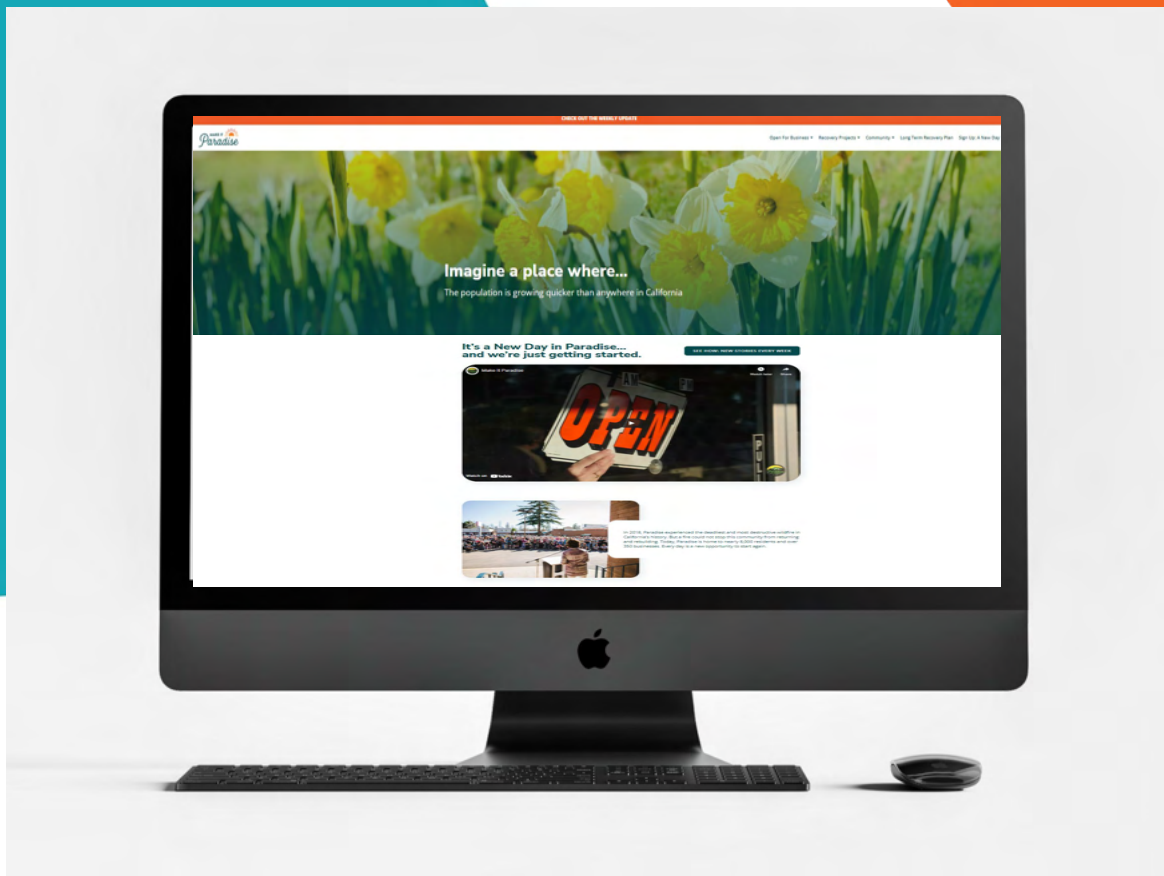
Fire truck dedications, public events, evacuation drills - Blue Flamingo was there to help capture it all on film, imagery, and written word.

## Additional Noteworthy Communication Efforts

Consistent and persistent is a mantra we live by. In April 2019, the "weekly update" made its debut. Since then, reliable information has been distributed to Paradise residents (near and far), government agencies, partner organization and most importantly kept Paradise's recovery at the forefront of importance in everyday life.

- **155 Consecutive Weeks = 35 months**
- **3.5M+ TV Views**
- **3.1M+ Radio listenership**
- **~ 700,000 individual emails sent**





APRIL 2019 - TODAY

# Highlights of Work:

- Video
- Website Redesign July 2019
- Website Redesign March 2022
- Rebrand Make it Paradise logo
- Custom Photography library
- Crisis communication
- Event communication
- Public education
- Rebuild resource library
- Weekly email, radio + TV update distribution
- Custom recovery graphics
- Monthly blog
- Community engagement through live events
- Media Management
- Local business engagement
- Partnership organization engagement
- Community fire prevention education
- Rebuild milestone events
- Special events
- Economic Development strategy



THE TOWN OF PARADISE INVITES YOU TO A MONTHLY

# COMMUNITY INFORMATION MEETING

**FIRST TUESDAY**  
OF EVERY MONTH



**AUGUST 26 2020**

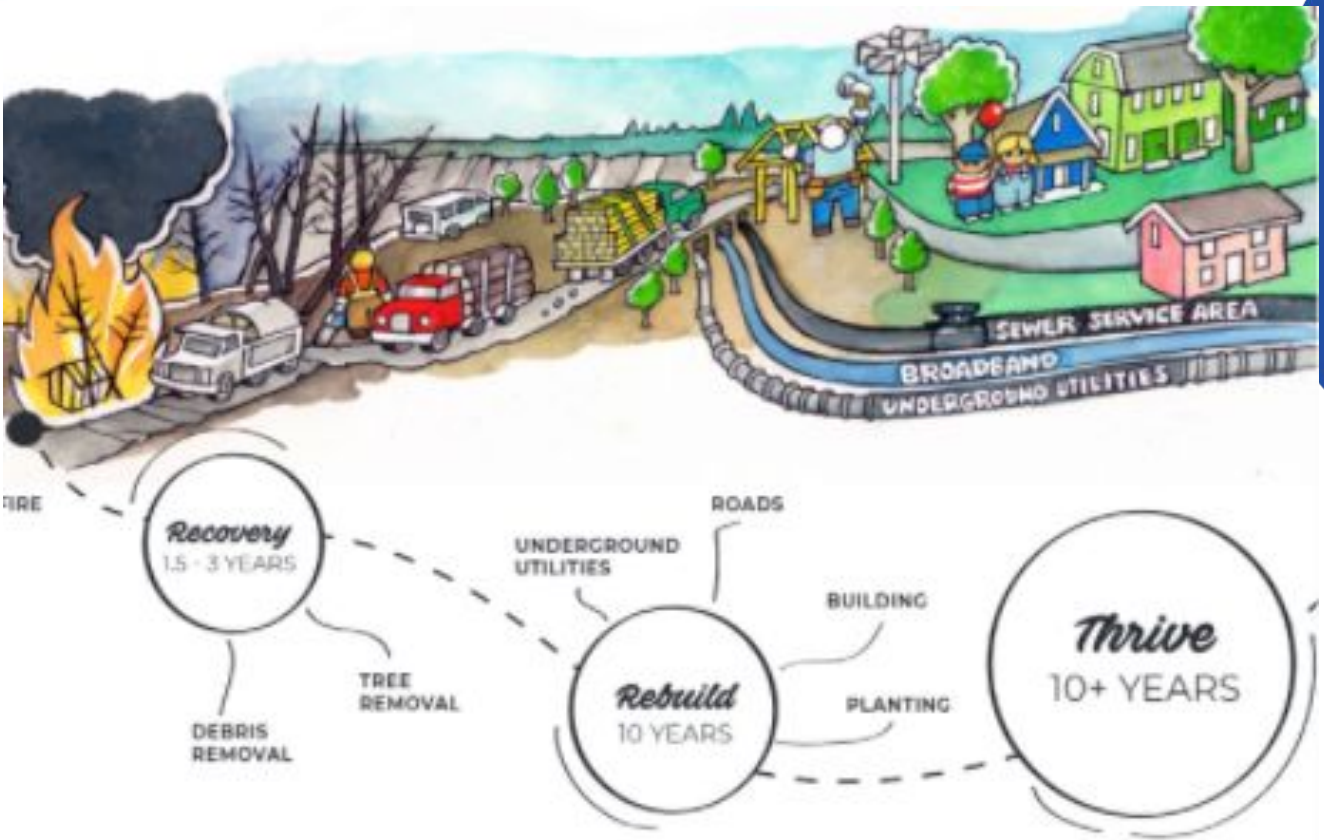
## REBUILDING BY THE NUMBERS OVERVIEW

### SINGLE FAMILY HOMES

**1,177 BUILDING PERMIT APPLICATIONS RECEIVED**  
**782 STICK BUILT/395 MANUFACTURED**

**1,029 BUILDING PERMIT APPLICATIONS ISSUED**  
**320 HOMES REBUILT (CERTIFICATE OF OCCUPANCY)**





2nd Anniversary Events



To all of Paradise and the Ridge,

Today marks the third anniversary of the Camp Fire, a chapter in our history we'll never forget. While there's no denying the challenges we've faced, I'm also incredibly proud of how far we've come as a Town and a community over the past three years. We are overwhelmingly grateful to all of our government partners and local organizations who have rallied together to provide the support and leadership to help our Town rebuild. Over 7,000 peo... [See more](#)



52,821  
People reached

9,236  
Engagements

[Boost post](#)

676

69 Comments 767 Shares

Like

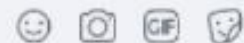
Comment

Share

Most relevant ▾



Comment as Town of Paradise



**Carlen Pierce Thomas**  
Beautifully said. Thank you for putting this together and sharing it. So great to see the new Paradise emerging. ...



# MAKE IT Paradise



## Town of Paradise Economic Development

BUSINESS DEVELOPMENT INFORMATION



### POPULATION & DEMOGRAPHICS

#### Paradise

**6,000**

Current population per 2021 Town of Paradise Commercial Retail Market Analysis

**\$66,245**

Median Household Income

**35%**

Growth since the fire

**23%**

Represented of the Town's 2018 pre-fire population

**21%**

With bachelor degree or higher

**\$1,079**

Median Rent

**\$400K**

Median Home Price

#### Magalia

**7,795**

Current population per 2020 census

**\$50,415**

Median Household Income

### BUILDING NUMBERS & PROJECTIONS

January 2022

Single Family Homes

**2,006**

Permit applications received

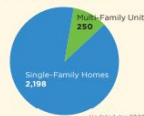
Multi Family

**392**

Unit applications received

#### 3 YEARS POST FIRE

Homes Completed



Updated Jan 2022

### GROWTH PROJECTIONS

Per BCAG

**14%**

Growth projected annually

**12,800**

Additional residents by 2030, total of 18,900

Projected Population



### INFRASTRUCTURE

#### Projects & Timelines

- SEWER** → EIR in process, construction 2024
- ROADS** → \$73M to repave all public roads, construction to begin 2022
- UNDERGROUNDING UTILITIES** → Happening now - completion 2024 (Water & Communications)
- SKYWAY PROJECT** → Under construction now, completion Fall 2022

### CURRENT SERVICES

- Skyway Medical Clinic
- Dental Care
- Eye Care
- Veterinarians
- Schools K-12
- Grocery Stores
- Pharmacies
- Restaurants
- Auto Care
- Professional Services

### COMMERCIAL RETAIL MARKET ANALYSIS DATA

2020 Data

**\$82.9M**

In retail sales in 2020, \$8,000 per capita

**\$25,000**

Spent on retail & services annually in Paradise

**\$20,000**

Spent on retail & services annually in Secondary market area

**\$55.3M**

Anticipated existing town household spending on retail goods & services annually

**\$88.9M**

Anticipated secondary market household spending on retail goods & services annually

### WATER DATA

- Water in Paradise is safe to drink & tastes great
- Paradise water is the most heavily tested water in the country
- Clarity is 10x California's standard

### DISTANCE TO SERVICES IN CHICO

- Chico State 14 miles
- Butte College 9 miles
- Enloe Hospital 14 miles
- Chico Airport 20 miles
- Hay 99 10 miles
- Interstate 5 42 miles

Collette Curtis | Recovery and Economic Development Director (530) 872-6291 ext. 112 | cc Curtis@townofparadise.com





## CASE STUDY

# Be Ready Butte!

## The Project

Create a County Wide Public Outreach + Education Campaign focused on Wildfire Preparation to inspire behavior change with the goal to save lives and property.

Ready, Set, Go... similar to the 1970s campaign Stop, Drop and Roll has become a nationwide combined call to action and lesson. Blue Flamingo was tasked to take a broad subject matter and tailor it to resonate with Butte County. Messaging to a rural community is very different from that of an urban area. In order to inspire behavior change and ultimately, action, the messaging must be both relevant and relatable.

The campaign was delivered over a 3 month period with the goal of reaching every Butte County resident over the age of 18. A combination of digital, offline, and in person channels were utilized to broaden the reach and capture multiple impressions.

Based in Butte County, Blue Flamingo knows the area, and the target audience. Having worked with Paradise Fire Department on a previous community engagement campaign, we further honed that targeted messaging for maximum impact.

Blue Flamingo's extensive network was tapped as we partnered with local organizations to extend the campaign reach with localized, interest based messaging. This personalized approach amplified our media reach and allowed the message to connect deeper and with more effectiveness.

## The Outcome

14 Million total impressions

400K Digital + Social Impressions

Household Education Initiative was born







## CASE STUDY

# Choose Chico

## The Project

The Choose Chico community campaign started in 2014 with a proposed solution to a growing challenge: How do we promote economic development without a position at City Hall? Answer: we create an engaging community driven campaign to promote Chico as the premier place to live, work and play. Started in collaboration with Chabin Concepts, the idea was pitched to City management to create a campaign designed to spur love of community and a strong sense of civic pride.

Businesses would help support the launch (City funds were extremely limited) and community involvement would fuel the movement. Together, Chabin and Blue Flamingo created a brand (logo/style guide) and pitch deck and then began meeting with local companies to garner support. Once seed money was raised, Chabin Concepts took on the role to complete the "Chico by the Numbers" demographic report and Blue Flamingo took on completing the website, video, social media, and branded materials. ChooseChico.com was launched with a fanfare of media, billboards, radio and collateral. It was soon followed by the Choose Chico video which told the story of why someone should not only move here, but stay here.

ChooseChico.com was launched with a fanfare of media, billboards, radio and collateral.

## The Outcome

360,000 video views

Top google search:

"Choose Chico"





# The Future

## It's a New Day.

The Town of Paradise is on a strong path forward - the key is to maintain the momentum.

Over 6,000 residents have moved back (or to) Paradise. The pace has been remarkable - outperforming initial projections. This is tantamount to the incredible work and tenacity of Paradise residents, Town staff, and many others who have played a crucial role in the recovery process. More than ever, communications, outreach, and attraction marketing are needed to keep the Town moving forward. So how do we do that? Move with intention and direction.

## Consistent & Persistent.

As the Town continues and increases its efforts in economic development, Blue Flamingo is poised to assist the Recovery and Economic Development Director in continuing to amplify communication critical to Paradise residents, businesses, and other stakeholders interested in the rebuilding process.

Whether through the established weekly update via email and news outlets, to assisting with the engagement of media (local and beyond) and coordinating and promoting well attended events such as the quarterly community information meetings, continuing with clear communication is key. Our mantra is consistent and persistent - and one we have lived by over the last 3 years in our role as the Town's communication consultants. It's more important than ever to stay on course to keep your target audiences engaged.

Our team is in constant communication with local media - pitching ideas, coordinating media appearances, organizing coverage for press conferences and meetings, sometimes providing footage and copy for a story when news stations are unable to send a reporter. We do what it takes to keep Paradise top of mind.

A great way to keep people engaged? Tell them a story. Paradise is filled with attention-worthy happenings. From the courage and perseverance of business owners rebuilding against all odds to residents who despite having experienced their own personal tragedy, give of themselves to help the community recover. Blue Flamingo has continued to share these stories on the [makeitparadise.org](http://makeitparadise.org) website and through established channels to both inspire and motivate others to call Paradise home.



# The Future

## It's Not Anywhere USA. It's Paradise, USA.

As the Town moves headlong into bringing more businesses and residents to the ridge, it's now time to deliver creative strategies for Paradise to stand out from the rest. There is a lot of competition for new businesses, residents, and funds. Blue Flamingo has helped to set the stage by working with the Recovery and Economic Development Director to create the "It's a New Day" economic development campaign to showcase the distinct personality and advantages the community has to offer. The overarching message? You belong here.

The first *It's A New Day* video launched on the 3rd anniversary via Facebook. It has since reached over 52,000 people, been viewed over 25,000 times, shared 767 times and over 3,000 people have engaged with the post. This has been purely organic in nature. Video 2 focusing on residents and lifestyle is to be released soon.

The newest version of MakeitParadise.org has recently gone live. This updated website positions Paradise as a place of opportunity - highlighting key differentiators and helping potential businesses and residents see themselves thriving in your community.

Featuring fresh custom photography, stories, communication updates, project updates, resources for business and residents, it's used as the central hub for the following:

- Resources for new businesses looking to return, build, or locate to Paradise.
- Resources and inspiration for residents to call Paradise home.
- A tool used by funders, organizations, legislators, and media to bring attention and resources to the community.

Your website is an essential part of the outreach plan to bring businesses, investors and residents to Paradise.

Economic Development in 2022 is a new animal. It requires a similar approach as business development - message first followed by outlining a clear path to success. Blue Flamingo has been working with the Recovery and Economic Development Director on ways in which to stand out and get noticed. We are excited to help keep the momentum.



# How We'll Get There

- Working under the direction of the Recovery and Economic Development Director, Blue Flamingo will provide ongoing communication strategy and execution to ensure the message is relevant, fresh, and distributed in the most effective manner possible.  
**Deliverable: Communications strategy documents, recommendations, pitching and managing media relationships to maintain/expand communication opportunities, communication efforts (emails, media, etc) weekly meetings with the Recovery and Economic Development Director, reporting as requested.**
- Community Engagement & Education : word of mouth is the most effective way to get someone's attention. This is achieved through building strong community relations that invoke trust and a willingness to engage. Utilizing our established networks, Blue Flamingo will tap into resources to create opportunities for information and education around recovery and public safety to happen in an organic, authentic way that propels residents (local and beyond) to listen, learn and act.  
**Deliverable: Supporter database management, social + local listening, community education campaign management & creative creation, crisis communication, earned media opportunity gathering, cultivating opportunities to build Town advocates.**
- Economic Development Outreach: Work with the Recovery and Economic Development Director to create engaging economic development materials and outreach methods to attract suitable businesses to Paradise.  
**Deliverable: Strategy and creative content such as video, graphics, collateral, social media ads, content, as well as campaign management and analytics.**
- Marketing Activities: Blue Flamingo will continue to provide ideas and execution of marketing and outreach activities to share information, encourage attendance, share good news, or take a specific action such as participation in a survey.  
**Deliverable: Explainer videos, meeting presentations, educational material, digital, print, interactive and static designs needed to accompany the message and amplify the goal.**
- Host in-person and virtual events as needed to reach residents in the method most accessible to them.  
**Deliverable: event organization including planning logistics, event communications + promotion, day of event management including live streaming technology and A/V as needed.**
- Management: Experience has taught us the importance of being in the room when conversations are being had to capture sentiment and identify areas of opportunity for information clarity. Team BF leadership will be present at key meetings as requested by the Town as well as orchestrate conversations with community influencers to educate and cultivate Town advocates. These one-on-one conversations are where questions are answered, rumors are squelched, and trust is built.



# Rates & Investment

## Rates for Service:

Strategy, action plans, research	\$130.00 / hour
Project / Media Management	\$115.00 / hour
Creative Services (content/graphics/digital)	\$125.00 / hour
Social Media, Event Coordination	\$85.00 / hour

**Estimated annual amount not to exceed \$55,560 per year for 3 years.**

## Staff Availability

Blue Flamingo's staff has demonstrated consistent availability over the past 3 years. Valerie Reddemann and Lindsay Steinberg, owners of Blue Flamingo, are the lead team members assigned to the Town of Paradise. This will not change.

Jessica Rowe (Project Manager) and Laurie Kaplan (Content Manager) will continue on the account in their leadership roles.

## Insurance

The Town of Paradise has current insurance information for Blue Flamingo on file. We meet and exceed the required coverage to perform designated work.



# The ROI

Consistent, amplified communication methods.

Mitigation of rumor mill through proactive communication.

Steer public perception of the rebuild to one of curiosity, excitement, and support.

Build a pipeline of interested businesses, investors, and builders looking to help Paradise grow.

Returning and new residents excited about the opportunity Paradise presents.

A consistent stream of information that's on brand, and on message.

An engaged public that feels connected, heard and in-touch.

**Excitement.**

**Momentum.**

## Growth.

A growing tax base contributing to a thriving, energetic local economy.





# our services

## Communications + Marketing Strategy

Marketing without a strategy is like playing darts in the dark. We work with you to craft communication strategies delivered via targeted, actionable marketing tactics coupled with metrics. Otherwise, how do you know if you're saying the right things to the right people?

## Content Creation

Effective content drives measurable results. Content in all its forms - blogs, website copy, videos, audio, media ad production, sales collateral, social graphics, and more. We do it all. Our team of talented creatives build content tailored to your brand, your goals and your target audience.

## Creative Workshops

Saying one thing in your marketing but doing another in your day-to-day operations is both damaging to your reputation and to your bottom line. Our customized, creative workshops get everyone on the same page creating alignment and momentum in all of your marketing efforts. They're fun, engaging and a great way to kick off a new marketing initiative.

## Crisis Communication

When a crisis hits, we have your back. We understand what to say, what to do, and how to navigate a tough situation with professionalism and grace.

## Graphic + Web Design

Compelling visuals bring your message to life. From print collateral to website and social media, your brand look & feel will convey your message that's consistent and on-point. The BF creative team isn't afraid to draw outside the lines. It's what takes a brand from good to great.

## Messaging

Messaging is not a tagline or positioning statement. It's not a quote or an "about us" statement. Let us create your messaging framework that will define, inspire, and connect you with your audiences. It's your playbook for success.



# Valerie Reddemann

## Experience

President

**Blue Flamingo Marketing**

**JAN 2014 - PRESENT**

Blue Flamingo is a creative messaging, communications, and public relations firm known for helping businesses stand out and get noticed.

As President, Responsibilities include leading the organization's vision, management, and strategy.

Professional Trainer: Marketing & Social Media

**Butte College**

**2012 - 2017**

- Developed and conducted training for professionals covering strategy, content creation/management, messaging, PR, social media, and marketing ROI.
- Workshops received high ratings of satisfaction.

Director of Sales & Marketing

**SynMedia**

**2012 - 2013**

- Digital Marketing agency specializing in social media management & branding for restaurant, hospitality and entertainment industries.
- Responsible for developing client strategies, business development / new revenue streams, and
- agency branding.

President | Marketing | Founder

**Greenfeet.com**

**1997 - 2012**

Online retailer of thousands of home and garden products to promote a sustainable lifestyle.

Responsibilities & Accomplishments:

- General management, vision, strategic planning
- Marketing (online/offline), branding, user experience, public relations
- Numerous business awards, regular print columns, television segments, national/local TV and
- Radio appearances
- Co-hosted the popular More Hip Than Hippie podcast which enjoyed a nearly 6 year run, a world-wide audience, and over 1 million downloads.





# Honors and Awards

**2014 Recipient, Mentor of the Year Award**

**Young Professionals Organization of the Chico Chamber of Commerce**

**2016 Jeanne Posey Business Woman of the Year Award**

**Chico Chamber of Commerce**

**2010 Chairman's Award**

**Chico Chamber of Commerce**

For exemplary service to the Chico Chamber of Commerce

**2008 Entrepreneur of the Year**

**Chico Chamber of Commerce**

In recognition of exceptional commitment, development, growth, and success of Greenfeet.com

## Skills

Marketing	Digital Marketing
E-commerce	Public Relations
Entrepreneurship	Social Media Marketing
Online Marketing	Social Media
Marketing Strategy	Copywriting

## Education

**California State University-Sacramento**

B.S., Marketing

1988 - 1990

**Santa Rosa Junior College**

Associate of Arts (AA), Business Administration and Management, General

1985 - 1987



# Lindsay Steinberg

## Experience

Vice President

**Blue Flamingo Marketing**

**JAN 2018 - PRESENT**

Collaborate and Assist President and CEO in:

- Marketing and messaging strategy
- Messaging assessment programs
- Creation and execution of action plans driven by metric based performance

Sr. Account Manager / Director of Business Development

**Videomaker, Inc.**

**2016 - 2020**

- Responsible for design and execution of strategies targeting increased business for Videomaker advertising.
- Clients include multiple product categories with annual revenue in the millions
- Authority for financial negotiations/creative strategies needed for client budget management
- Lead on creation of influencer programs to partner talent with client persona/customer needs
- Lead generation driven by use of analytics to assure focus on best revenue opportunities

Account Manager

**The Creative Group**

**2012 - 2013**

- Responsible for design and execution of strategies targeting increased business for The Creative Group with Microsoft
- Efforts to date have tripled TCG's employee placements
- Authority for financial negotiations/creative strategies needed for client budget management
- Lead generation driven by use of analytics and year-over-year data to assure focus on best revenue opportunities
- Special focus on social media marketing and industry recruiting events created in conjunction with national non-profit organizations



Senior Creative Recruiter

**The Creative Group**

- Senior Digital Recruiter//Creative Recruiter | The Creative Group Top performer who specialized in growing independent book of business with highly
- Skilled creative, interactive design and marketing professionals Placements generated using direct client communication, process coordination and
- Relationship management Special focus on social media marketing and industry recruiting events created in conjunction with national non-profit organization

Retail Marketing + Sales Development

**Clarisonic, a L'Oreal company**

**2012 - 2014**

- Strategized, planned and activated on-premise sales and product awareness marketing programs.
- Developed promotional materials and programs positioning Clarisonic products to on premise accounts including in store visual display, informational pamphlets, customer interactive product awareness activities, customer bounce back incentives
- Expertly managed all components of large scale corporate events including scheduling, vendor coordination, break-out activities, food and beverage, and gifts.
- Independent retailer sales support and monthly sales performance analysis.

Assistant to the CEO/Membership Sales

**San Luis Obispo Chamber of Commerce**

**2003 - 2011**

- Coordinated relationships with government entities and external partner organizations
- Facilitated event promotions, participant sales, logistics and customer experience
- Relationship management, retention, and member incentives

Account Coordinator

**Barnett Cox & Associates**

**2005 - 2011**

- Coordination of accounts campaign strategy and go-to-market plan.
- Media monitoring for range of clients
- Grassroots advocacy, community awareness, tourism proposals, campaign promotion
- Accounts included:
  - Chevron, Target, Morro Bay, California Mid-State Fair

**Education**

**California State University, Chico**

Bachelor of Arts, Communication: 2010

Emphasis: Public Affairs

Minor, Special Events and Planning





**Thank  
You**

(530) 210-2391

1222 Esplanade Ave Chico, California 95926

[blueflamingomarketing.com](http://blueflamingomarketing.com)

TOWN OF PARADISE  
REQUEST FOR PROPOSALS  
For  
PROFESSIONAL COMMUNICATION  
SERVICES



Colette Curtis  
Recovery and Economic  
Development Director  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969

**TOWN OF PARADISE  
REQUEST FOR PROPOSALS  
PROFESSIONAL COMMUNICATION  
SERVICES**

**I. INTRODUCTION**

The Town of Paradise (Town) is requesting proposals from marketing or communication firms for professional communication and marketing services for the Town of Paradise for a three (3) year contract period from April 13, 2022 to April 13, 2025.

There is no expressed or implied obligation for the Town of Paradise to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

To be considered, the Town Clerk at 5555 Skyway, Paradise, CA 95969 by 5:00 P.M. on March 28, 2022, must receive three (3) copies of the proposal. The outside of the envelope should be marked: "COMMUNICATION SERVICES PROPOSAL" and if possible, please include a CD with a PDF document of the proposal. The Town reserves the right to reject any or all proposals submitted.

During the evaluation process, the Town of Paradise reserves the right, where it may serve the Town's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the Town of Paradise, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Town reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Paradise and the firm selected.

It is anticipated the selection of a firm will be completed by April 5, 2022. Following the notification of the selected firm, a recommendation and proposed contract will be prepared for review and approval by the Town Council at its **April 12, 2022** meeting. The Town reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

## **II. NATURE OF SERVICES REQUIRED**

### **A. Scope of the Work to be performed**

1. The communications or marketing firm will work to coordinate information and messaging through the Town's Recovery and Economic Development Department to Paradise citizens, local media, community stakeholders, local public agencies, along with State and Federal organizations, legislators and legislative staff, and other interested parties. Tasks may include, but not be limited to the following:
  - a) Designing marketing strategies and plans for recovery activities, and resident/business attraction for the Town of Paradise, aimed at a dispersed population within Paradise, Butte County, the State and beyond.
  - b) Developing community education campaigns to support community recovery and public safety projects aimed at residents within Paradise as well as those who are displaced. A deep understanding of the local community and an established relationship with local media is strongly preferred.
  - c) Coordinating promotion of community meetings, small focus groups, public agency presentations, communication of actions by the Paradise Town Council, and other affiliated public bodies, news media briefings, press releases, updating related website information, social media, and other communication paths;
  - d) Organizing events such as tours, press conferences, media briefings, event announcements, and related press releases and notifications;
  - e) Supporting daily conventional and social media monitoring and analysis of news reports related to the Paradise recovery effort;
  - f) Undertaking and maintaining a Paradise communication archive folder including photos, news articles, promotional and informational material;
  - g) Updating related websites, Facebook page, and other informational alternatives, as applicable;
  - h) Regular coordination with the Recovery and Economic Development Director.

## **III. General Information**

### **A. Background Information**

The Town of Paradise is located in beautiful northern California, in Butte County, approximately 90 miles north of Sacramento. The Town of Paradise is a full service Town with over 6,000 residents. Incorporated in 1979, the Town provides a wide range of municipal services, including police and fire protection, community planning, building and safety, street maintenance, and onsite wastewater monitoring services. The Town is managed under the Council/Town Manager form of government. The annual operating and capital budgets total approximately \$66 million, including \$15 million in the General Fund. It has a work force of 71 full-time and 12 part-time employees. The Town's fiscal year begins on July 1 and ends on June 30.

#### **IV. PROPOSAL REQUIREMENTS**

##### **A. General Requirements**

1. Inquiries concerning the Request for Proposals and the subject of the Request for Proposals must be made to:  
Colette Curtis  
Recovery and Economic  
Development Director  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291 x 112  
ccurtis@townofparadise.com
  
2. Three (3) copies of the Proposal shall be received by the office of the Town Clerk of the Town of Paradise by 5:00 p.m. on March 28, 2022 for a proposal to be considered. The Proposal should address the items listed in sections B below.

The Proposal should be addressed as follows:

**“Communication Services  
Proposal”**  
**Town of Paradise**  
**Attn: Town Clerk**  
**5555 Skyway**  
**Paradise, CA 95969**

##### **B. Proposal Content**

Consultants are required to submit a comprehensive proposal for all services. You may assemble sub-consultants to cover all services, but the lead consultant shall be accountable to the Town for all work elements including those done by sub-consultants. All proposals shall comply with the following requirements. Failure to comply with the requirements shall be grounds for the rejection of a proposal.

1. A brief history and summary of qualifications of consultant sub-consultants.
2. Experience working with local government and news media forms.
3. Describe personnel experience and availability. Include resumes of the personnel who would be assigned to perform the services described and their availability.
4. Hourly fee schedule.

##### **C. Insurance**

The firm to whom a contract is awarded will be required to furnish Town with evidence of insurance coverage's, including general liability, professional liability, and workers compensation, as appropriate. The Town will keep this information on file.

##### **D. Selection Process**

The Town will review the proposals based on the following consultant selection criteria:



*Town of Paradise*

RFP for Communication Services

- Quality of the proposal
- General firm and individual experience
- Specific public relations and communication experience
- Capacity to perform the specific tasks outlined in the scope of work
- Staff availability
- Fee schedule



**Town of Paradise**  
**Council Agenda Summary**  
**Date: April 12, 2022**

**Agenda Item: 6(f)**

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

**REVIEWED BY:** Kevin Phillips, Town Manager  
Scott Huber, Town Attorney

**SUBJECT:** Consider Introducing an Ordinance Amending Section 8.58.080 of the Paradise Municipal Code Relating to Defensible Space and Hazardous Fuel Management

**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Upon conclusion of public discussion of an Ordinance amending Section 8.58.080 of the Paradise Municipal Code relating to Defensible Space and Hazardous Fuel Management, adopt either the recommended action or an alternative action: and,
2. Consider waiving the first reading of Town Ordinance No. \_\_\_\_\_ and read by title only; and,
3. Introduce Town Ordinance No. \_\_\_\_\_. “An Ordinance Amending Paradise Municipal Code Section 8.58.060 Relating to Defensible Space and Hazardous Fuel Management”; or,
4. Adopt an alternative directive to Town staff. (ROLL CALL VOTE)

**Background:**

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

During the March 8th, 2022 Council meeting, Council gave direction to staff to amend Paradise Municipal Code (PMC) Section 8.58.060 relating to Defensible Space and Hazardous Fuel Management to make the Defensible Space Certificate of Compliance valid for 90 days from the inspection date.

**Analysis:**

The attached ordinance proposes to amend Section 8.58.060 of the PMC relating to defensible space and hazardous fuel management requirements to enhance the health and safety of the Town’s “Post Camp Fire” community.

The ordinance would amend section 8.58.060 subsection E as follows:

E. On and after April 1, 2022, and prior to the transfer of ownership of a parcel from a seller to a buyer or from one owner to another, the seller or owner shall first obtain a certificate of compliance from the Town that the parcel is not in violation of this section prior to the transfer of ownership. Any issued Certificate of Compliance shall remain valid for 90 days from the inspection date and may be used to open escrow without payment of an additional Certificate of Compliance fee.

Lastly, the Town Planning Director has determined that this proposed ordinance is a class of projects that have been determined not to have a significant effect on the environment. Therefore, the proposed ordinance action is exempt from the requirements of the California Environmental Quality Act (CEQA), according to CEQA Guidelines section 15308 (Actions by Regulatory Agencies for Protection of the Environment). **NOTE:** This subject CEQA determination finding is embodied within the attached proposed ordinance document.

**Financial Impact:**

There is no financial impact associated with the first reading and introduction of the ordinance.

**LIST OF ATTACHMENTS**

1. Ordinance No. \_\_\_\_\_ "An Ordinance Amending Paradise Municipal Code Section 8.58.060 Relating to Defensible Space and Hazardous Fuel Management".

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

**AN ORDINANCE AMENDING PARADISE MUNICIPAL CODE SECTION 8.58.060 RELATING TO  
DEFENSIBLE SPACE AND HAZARDOUS FUEL MANAGEMENT**

**SECTION 1.** Section 8.58.060 of the Paradise Municipal Code is amended to read as follows:

**8.58.060 Defensible Space/Hazardous Fuel Management Requirements**

- A. Any person that owns, leases, controls, operates, or maintains any real property in the Town of Paradise shall continuously do the following:
1. Maintain immediately around and adjacent to any building or structure free of combustible materials. Combustible materials shall not be stored under decks and the area under decks shall be maintained free of vegetative material. Fencing material constructed of combustible material shall not be within five (5) feet from any structure. Only low-growing vegetation with high-moisture content, such as flowers and ground covers and green lawns, free of dead vegetative debris, shall be allowed within five (5) feet of any structure.
  2. Remove or prune flammable plants and shrubs near windows and under eave vents (a recommended no-planting zone).
  3. Clean roofs and gutters of dead leaves, debris and pine needles. In addition to the management of combustible material around a structure, the following shall be required: 1) Replace or repair any loose or missing shingles or roof tiles to prevent ember penetration. 2) Provide and maintain a screen over the outlet of every chimney or stovepipe that is attached to any fireplace, stove, or other device that burns any solid or liquid fuel. The screen shall be constructed of nonflammable material with openings that are not more than 1/2 inch.
  4. Maintain an area adjacent to any structure with a one-hundred (100)-foot fire break made by removing and clearing away all flammable vegetation or other combustible growth from the structure on each side thereof or to the property line, whichever is closer. Within the one hundred (100)-foot fire break: 1) weeds and dry grass shall be required to be mowed to a height of four (4) inches; 2) ladder fuels (vegetation, brush and small trees under mature trees) shall be removed; 3) trees shall be pruned up to six (6) feet from the ground. For shorter height trees, pruning shall not exceed 1/3 of the overall tree height. Tree placement shall be planned to ensure the mature canopy is no closer than ten (10) feet to the edge of the structure. Trees and shrubs shall be limited to small clusters of a few each to break up the continuity of the vegetation across the landscape. This subsection does not apply to single tree specimens, ornamental shrubbery, or similar plants which are used as ground cover and provided they

do not form a means of rapidly transmitting fire from the native growth to any building or structure.

5. Remove the portion of any tree which extends within ten (10) feet of the outlet of any chimney or stovepipe. Maintain any tree adjacent to or overhanging any structure free of dead and dying wood.
  6. Clear flammable vegetation on each side of a street or driveway for a horizontal distance of ten (10) feet and a vertical height of fourteen (14) feet. Cut vegetation within ten (10) feet of a street or driveway on the property to four (4) inches above ground. The Fire Chief, or his or her designee, may require a distance greater than ten (10) feet. This applies to public and private driveway(s) and any public or private streets that border or bisect property.
- B. No property owner shall permit on improved or unimproved parcel any accumulation of combustible materials, dead, dying or diseased trees, or green waste within thirty (30) feet of the property line when such accumulation endangers or encroaches on the required Defensible Space for structures or buildings on an adjacent property. The Fire Chief, or his or her designee, may require a distance greater than thirty (30) feet but not to exceed one hundred (100) feet, when it is determined that the greater distance is necessary to provide Defensible Space for structures or building on an adjacent property.
- C. An unimproved parcel of one and one-half (1.5) acres or less in size shall be required to provide fuel modification to the entire parcel. Fuel modification requirements shall consist of the following:
1. Weeds, dry grass and brush are required to be mowed to a height of four (4) inches.
  2. Ladder fuels (vegetation, brush and small trees under mature trees) shall be removed.
  3. Trees shall be pruned up to six (6) feet from the ground. For shorter height trees, pruning shall not exceed one-third ( $\frac{1}{3}$ ) of the overall tree height. Tree placement shall be planned to ensure the mature canopy is no closer than ten (10) feet to the edge of any structure.

Unimproved parcels greater than one and one-half (1.5) acres in size shall be required to maintain a fuel break a minimum thirty (30) feet from the property line. The fuel break requirements shall consist of the same requirements as unimproved parcel of one and one-half (1.5) acres or less.

- D. In the event the fire chief, or his or her designee, finds that additional fuel management is necessary to significantly reduce the risk of transmission of flame or heat to adjacent properties and means of egress and ingress, the fire chief, or his or her designee, may mandate fuel modification of an area more or less than the preceding widths or heights of this section.

- E. On and after April 1, 2022, and prior to the transfer of ownership of a parcel from a seller to a buyer, or from one owner to another, the seller or owner shall first obtain a certificate of compliance from the Town that the parcel is not in violation of this section prior to the transfer of ownership. Any issued Certificate of Compliance shall remain valid for 90 days from the inspection date and may be used to open escrow without payment of an additional Certificate of Compliance fee.
  
- F. Grazing animals (limited to goats and/or sheep) utilized for weed abatement may graze open and other appropriate areas of natural vegetation for a period not to exceed sixty (60) days in a calendar year.

**SECTION 2.** Pursuant to California Environmental Quality Act (CEQA) Guidelines section 15308 this ordinance is exempt from CEQA in that it is a Class 8 categorical exemption for actions taken by a regulatory agency to establish procedures for the protection of the environment.

**SECTION 3.** This ordinance shall take effect 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 \_\_\_\_\_ 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

\_\_\_\_\_  
DINA VOLENSKI, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott E. Huber, Town Attorney



**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 6(g)**

**Date: April 12, 2022**

**ORIGINATED BY:** Marc Mattox, Public Works Director  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** Paradise Sewer Project – Draft SRPAC Principles of Agreement  
**LONG TERM RECOVERY PLAN:** Yes, Tier 1 “Sewer”

**COUNCIL ACTION REQUESTED:**

Consider discussion of the Draft Principals Agreement between the Town of Paradise and City of Chico developed by the Sewer Regionalization Project Advisory Committee and provide comments from the Town Council.

**Background:**

On Monday, March 21, the Sewer Regionalization Project Advisory Committee (SRPAC) approved the first draft of the Principles of Agreement, which could guide a future agreement between the City of Chico and Town of Paradise for wastewater treatment services.

Prior to the Camp Fire, the Town of Paradise was one of the largest communities without a formal wastewater treatment system, meaning each parcel is required to maintain onsite septic tanks and leach fields. While studied since before the Town incorporated in 1979, the need for a sewer system in Paradise has never been greater in response to the Camp Fire. If constructed, a collection system and export pipeline to the existing Water Pollution Control Plant owned and maintained by the City of Chico, the Paradise Sewer Project would improve groundwater quality and enable increased development of affordable housing within the Town of Paradise while supporting the regional recovery.

The SRPAC, comprised of Mayor Coolidge and Vice Mayor Reynolds of the City of Chico and Mayor Crowder and Councilmember Jones of the Town of Paradise, serves to:

- (1) Monitor progress of the Paradise Sewer Project, including the Project’s Environmental Impact Report (EIR), and efforts being done under the Town and City’s Cooperative Work Agreement,
- (2) Develop the Principles of Agreement for an inter-municipal agreement between the Town and City, and make a recommendation on those Principles to the two Councils if applicable, and
- (3) Guide public participation in the EIR process, which will happen separately, but in parallel with the Committee’s work.

The first draft of the Principles of Agreement created by the Committee are prepared and attached to this press release. Most notably, the Principles of Agreement outline key parameters of a potential agreement such as ensuring that ratepayers for Chico are not financially responsible for

any aspect of Paradise’s treatment needs, in addition to a potential connection payment from the Town of Paradise to the City of Chico, currently estimated at \$14.9 million, to support the existing plant and capacity related needs.

The Principles of Agreement also set forth a requirement that the Paradise Sewer Project only serves properties within the Town of Paradise Town Limits.

**Analysis:**

The SRPAC has requested a formal 30-day public comment period of the draft Principles of Agreement before further revisions are considered and ultimately used to create a contract between the communities if the project were to move forward. This 30-day review period will begin on Friday March 25th and conclude on Monday April 25th. During this time, the draft will be available on each community’s website as well as the project specific website at [www.paradisewer.com](http://www.paradisewer.com). Physical copies of the Principles of Agreement may also be reviewed at the City and Town Clerk’s Offices respectively. Public Comments for the Principles of Agreement are encouraged to be submitted through the project website at <https://paradisewer.com/contact/> using the online form. Comments may also be submitted via email to [sewercommittee@townofparadise.com](mailto:sewercommittee@townofparadise.com).

An additional component of the 30-day public comment period is placement of the draft Principles of Agreement on the next agendas for both the City and Town Councils. This consideration of the draft will allow for additional public participation for those that may not have been reached elsewhere while encouraging each respective Council to provide their own collective comments. The Paradise Town Council will consider the Draft Principles of Agreement on April 12 and the Chico City Council will consider the Draft Principles of Agreement on April 19.

Following the completion of the thirty-day public comment period, opportunities for participation and comments will continue with the proposed schedule below:

March 25	Start of 30-day Public Comment Period
April 12	Town of Paradise Council Meeting (Review Draft)
April 19	City of Chico Council Meeting (Review Draft)
April 25	End of 30-day Public Comment Period
May 9	SRPAC Meeting, if necessary (Town of Paradise hosted)
June 7	City of Chico Council Meeting (Consider Final)
June 14	Town of Paradise Meeting (Consider Final)

Separately, the Paradise Sewer Project’s Draft Environmental Impact Report is anticipated to be released in late spring 2022 and will have its own public comment and review period prior to consideration of a Final Environmental Impact Report in late 2022.

**Financial Impact:**

There are no financial impacts associated with this specific action requested. As previously discussed, in the framework of a potential connection payment would require \$14.9 million to be paid from the Town of Paradise to the City of Chico for the purposes of accommodating the Paradise Sewer Project’s wastewater treatment needs.

**Attachments:**

- A. Draft Principles of Agreement
- B. Project Fact Sheet





# 1<sup>st</sup> DRAFT Principles of Agreement (version 7, 21-March-2022)

## Introduction and Background

Through its work on the Paradise Sewer Project (Project), the Town of Paradise (Town) has identified a connection to the Chico Water Pollution Control Plant (WPCP) as its preferred alternative for wastewater treatment and disposal, and has approached the City of Chico (City) to explore the feasibility of such a connection. The Councils of the Town of Paradise and City of Chico have formed a Sewer Regionalization Project Advisory Committee (Committee) as a mechanism for exploring this proposal. The Central Valley Regional Water Quality Control Board (Regional Board) has agreed to facilitate the activities of the Committee.

Membership on the Committee is limited to elected officials from the Town and City, as those two parties are signatories to the Cooperative Funding Agreement (CFA) and will be signatories to a future inter-municipal agreement (IMA). The Town and City have both designated their Mayors and Vice Mayors as their Committee members.

The Committee will develop an agreed-upon list of basic principles for an IMA, which will be captured in this document, the Principles of Agreement (POA). It is anticipated that a draft POA will be developed by the Committee, which will then be brought to the Town Council and City Council for review and approval. The final POA would then be turned over to legal counsel from the Town and City to draft into an IMA for consideration by the Town Council and City Council.

## City of Chico Municipal Code

The City of Chico has a provision in its municipal code *Section 15.40.285—Regulation of Waste Received from Other Jurisdictions* that specifically addresses handling wastewater from outside the city's sanitary sewer system. That code section is presented in its entirety at the end of this document.

## Principles of Agreement

The Principles of Agreement are divided into 17 subject areas, as listed below. (Other subject areas may be added over time.) The first eight items reflect the eight items specified in Section 15.40.285. Over the course of its work, the Committee will develop specific agreed-upon statements (principles of agreement) for each of these items.

1. **Sewer Use Ordinance:** The Town will need to adopt a sewer use ordinance that parallels the City's sewer use ordinance. The POA could contain a commitment from the Town to have an ordinance completed by a certain milestone.
  - **DRAFT:** The Town will adopt a sewer use ordinance that parallels the City's ordinance. The Town's ordinance shall be adopted and in place 30 days prior to the commencement of discharge into the Project.
2. **User Inventory:** The Town will need to submit an annual inventory of entities discharging into the sewer system. The POA could contain a statement to that effect.
  - **DRAFT:** The Town will submit a quarterly inventory of entities discharging into its sewer system, classified by residential and commercial dischargers. This quarterly report will also contain an estimate of new connections estimated to occur over the upcoming 12 months, broken down by the same classifications.

This inventory will reflect data from July 1 through June 30 of each year, and will be submitted by August 1 of each year.

- **DRAFT:** The Town will develop and administer a Sewer Application process, with two parts—a Town-reviewed portion for the collection system and a City-reviewed portion for treatment. The treatment portion will follow the existing City sewer application. If the proposed discharge exceeds the thresholds established in the pretreatment program (see below), it will have to treat its discharge to a sufficient degree to meet the City's pretreatment program requirements. Businesses would face the same pretreatment requirements, whether they are in Paradise or Chico.
  - **DRAFT:** The Town and the City agree to prohibit future connections to the export pipeline in the portion of the pipeline that sits outside of the Town limits or City limits.
3. **Pretreatment:** The City has an existing pretreatment program to monitor industrial/commercial dischargers, which Town dischargers will need to meet. (The City has two employees conducting annual inspections of commercial/industrial dischargers.) The POA could contain a statement to that effect. In addition, the Town will need to decide whether to create and administer its own pretreatment program, or simply comply with the City's pretreatment program. Ultimately, the Town and City will need to determine who implements the various pretreatment activities for Paradise dischargers. The POA could contain the basic definition of these divisions of responsibility.
- **DRAFT:** The Town will follow the City's pretreatment program, including future changes; the Town will not develop a pretreatment program of its own. This includes the City's Fats, Oils & Grease (FOG) program. Dischargers would follow the City's pretreatment program application process, which includes setting monthly fees. Pretreatment program fees will be collected by the Town and conveyed to the City, similar to the process outlined in Item 10.
4. **Pretreatment Data Access:** The Town will need to provide the City with all information it obtains related to the pretreatment activities. The POA could contain a statement to that effect.
- **DRAFT:** The Town will provide the City with all information it obtains relative to meeting the City's pretreatment program requirements.
  - ~~**DRAFT:** Paradise will contract with the City or hire and use qualified professionals (Industrial Waste Inspectors, testing, labs, etc.) to conduct its pretreatment activities.~~ [Staff Input: This statement may no longer apply, given the decision made on Item 3—Pretreatment. Delete.]
5. **Wastewater Limits:** The agreement will need to define limits on the volume and quality of Paradise wastewater discharged to the Chico Water Pollution Control Plant (WPCP). This will likely be addressed by the City's CFA efforts; the Committee would then review those

results and draft POA language. Town and City staff are currently awaiting results from the City's engineering consultant in order to draft suggested language for this item.

- **DRAFT:** Associated with the treatment connection payment (described below), the Town of Paradise wastewater flow to the Chico WPCP will be limited to 0.464 million gallons per day (mgd) average dry weather flow (ADWF). ADWF will be calculated using criteria specified by the Central Valley Regional Water Quality Control Board in the Chico permit. It is anticipated that a majority of the wastewater discharges into the Paradise collection system will be of typical residential and commercial quality. However, all potential Town discharges will be subject to the Pretreatment requirements of this agreement, as specified in Section 3.
6. **Wastewater Monitoring:** The agreement will need to define how the volume and quality of Paradise wastewater will be monitored.
- **DRAFT:** The Termination Structure, to be constructed as part of the Paradise Sewer Project, will contain wastewater monitoring equipment (e.g., flow meter, composite sampler). Because the City has staff familiar with this type of equipment, and because it has its own wastewater laboratory for testing wastewater samples, the flow metering and monitoring equipment will be operated and maintained by City staff, and samples will be processed in the City lab. Consideration will also be given to having some level of monitoring equipment at the upper end of the export pipeline. A payment will be negotiated at the start of the contract and paid annually by the Town to the City to cover the costs associated with these efforts.
7. **Access to Facilities:** The City will need to be granted access to the Town's wastewater facilities, including those within the Town's boundaries. The POA could contain a statement to that effect.
- **DRAFT:** The Town will grant the City access to the Town's wastewater facilities, including those within the Town's boundaries for purposes of inspection, sampling, and other duties deemed necessary by the City. The City will give the Town sufficient notice to allow the Town to arrange safe access to the facilities. The Town and City will look for efficient ways to jointly conduct inspections to minimize impacts to both entities' staff.
8. **Remedies for Breach of Agreement:** Like all legal agreements, the IMA will need to address how the parties would handle any breach of the agreement. This item might need input from Town and City attorneys, in order to draft appropriate POA language. These remedies will vary by the various required items in this POA.
- **DRAFT:** If disagreements exist between the Town and City attorneys regarding agreement language, those disagreements will be brought back to the Committee to attempt to resolve.

9. **Treatment Connection Payment.** A number of items need to be addressed related to the treatment connection payment to be paid by the Town for connecting to the Chico WPCP. These will likely be addressed by the City's CFA efforts; the Committee would then review those results and draft POA language. Items include:
- How much should the initial connection payment be (e.g., for the initial Paradise flow or the ultimate flow)?
  - If ongoing connection fees are to be collected for future connections, how much should they be (e.g., linked to the City of Chico's current connection fee schedule)?
  - How should they be collected and paid to the City of Chico (e.g., collected by the Town of Paradise on an ongoing basis and paid to the City of Chico quarterly)?
  - **DRAFT:** The goal is to obtain funding for the treatment connection payment in a similar manner to the remainder of the Paradise Sewer Project. The payment is currently estimated at \$14.9 million (estimated as December 2026 dollars; as documented in "Regionalization Planning Report for the Paradise Sewer Project," Carollo Engineers, March 2022), which the Town of Paradise would pay to the City of Chico to cover treatment capital costs associated with a wastewater flow from the Town of 0.464 mgd ADWF (see ADWF definition above). From six to 12 months before the date of connection, the estimated treatment connection payment will be recalculated using the methodology established in the Carollo study. This payment is assumed to be made at the time that initial Paradise flows are sent to the Chico WPCP, currently estimated to start on or about December 2026.
10. **Monthly User Fees.** A number of items need to be addressed related to the monthly fees to be paid by the Town for discharging to the Chico WPCP. (Note: The City does not currently break its monthly fees into treatment and collection system components.) Items include:
- How much should the monthly user fees charged to the Town be (e.g., linked to the treatment portion of the City of Chico's current monthly user fees)?
    - **Draft:** Assuming that the City establishes a treatment portion of its monthly user fee, the Town users will pay that treatment monthly user fee to the City. Town users will also pay a collection system monthly user fee to the Town associated with the Town's collection system and export pipeline O&M costs.
  - How should they be collected and paid to the City of Chico?
    - **Draft:** The Town will collect the treatment monthly user fee from its users. The Town will submit the total treatment monthly user fee amount to the City on a [monthly/quarterly] basis. The Town will be responsible for collecting unpaid treatment monthly user fees from its users.

- How should future rate updates be handled?
  - **Draft:** As discussed above, the Town users will pay the treatment monthly user fee established in the City’s fee schedule, including any future increases made to those fees. The assumption is that the City and Town users will pay the same monthly treatment fee based on the established fee schedule. Future increases will follow the Prop 218 process, including public noticing.
- [There is potential for power generation as the wastewater moves from Paradise down off the Ridge to Chico. Need to address potential for sharing any electrical generation revenue.]
  - **DRAFT:** It is generally not practical to generate electricity from raw wastewater flows, especially intermittent flows that we will see in the export pipeline. Therefore, this item will not be addressed in the POA. [leave this item in the POA, to allow others to see the discussion/conclusion]
- [There is potential for Chico to treat its wastewater for recycling. Need to address the potential for revenue sharing.]
  - **DRAFT:** Because the City’s wastewater system operates as an “enterprise” fund, any income or cost resulting from water recycling will be incorporated into the City’s connection fees and monthly user fees. This item can be stated in the POA as an item not included. [leave this item in the POA, to allow others to see the discussion/conclusion]
- [Include a requirement for producing an annual financial report.]
  - **Draft:** In general, wastewater costs and revenues will be captured in the annual budgets of both the Town and City. Also, the City will be provided the ability to audit the Town’s financial records related to the collection of monthly treatment fees. Therefore, no separate annual financial report is needed.

**11. O&M of Facilities.** The Town will construct the export pipeline and a termination structure at or near the Chico WPCP. The Town would own the export pipeline. The POA would need to address who is responsible for O&M and future repairs/replacements of the export pipeline and termination structure at the Chico WPCP.

- **DRAFT:** It is anticipated that the Town will own the entire export pipeline and will provide all operation and maintenance associated with it, with the exception of wastewater monitoring efforts, which are described in item 6 above.
- [It may work best to develop a separate “O&M Agreement” to cover all of the various items related to operating costs.]

- **Draft:** The City and Town intend to develop an inter-municipal agreement based on these Principals of Agreement. In the future, if O&M items arise and warrant it, the two parties may wish to develop an O&M Agreement. For example, one item that might arise is that the Town might wish to contract with the City to provide some O&M services on the export pipeline, given that the City has on-staff expertise in this area.

12. **Term and Termination of the Agreement.** [Need to develop the term and termination of the agreement. The term of the agreement should match any financing requirements and/or the lifespan of the infrastructure. Also need to address how to handle disaster scenarios. This item might need input from Town and City attorneys, in order to draft appropriate POA language.]

13. **“Revisit” Clause.** [Need to develop a statement that allows for an evolution of the roles and responsibilities established in this document. For example, in the future, if the Town grows to a size that it makes sense for it to create and run its own pretreatment program, the document should allow for that to happen. This item will need input from Town and City attorneys.]

**[ADDITIONAL ITEMS 14, 15, and 16 came from “Crafting Interlocal Water and Wastewater Agreements,” UNC Environmental Finance Center, 2019. Text in quotes is taken from that document]**

14. **Service Area Boundary.** “When two or more service providers agree to buy or sell water services to one another, it is extremely important to remove as much ambiguity as possible about current and future service areas.” Identify the service area boundary as the Town of Paradise town limits. The Sphere of Influence and Town/City limits may change...

- **Draft:** This item relates to the potential for the two entities to have adjacent or overlapping service area boundaries. The Town of Paradise and the City of Chico will not overlap with respect to providing wastewater services. In the future, spheres of influence could overlap (although this is extremely unlikely). If that situation arises, it should be addressed at that time. [Ask the attorneys for their input, including if language should be included on this subject in the inter-municipal agreement.]

15. **Notice Requirements for Fee Changes.** “The contract should also include language to cover notice requirements or any other processes related to when and how rates will be changed. If there will be a process for modifying rates in the future, the parties should contemplate what shall constitute reasons to justify modification.”

- **Draft:** In California, formal notification to citizens regarding fee increases is covered by Prop 218. If the City is considering a fee update, City staff will inform the Town Council of an upcoming fee adjustment process.

16. **Excessive Inflow and Infiltration.** “Inflow and infiltration (I&I) can be a big problem for wastewater interlocal agreements. If possible, partners should consider how to contract in language that will address how I&I should be handled.”

- **Draft:** Because the Town’s collection system and export pipeline will be entirely new, the initial amount of I&I should be very low. Over time, it is possible I&I will increase. The Town of Paradise will monitor its wet weather flows each year and assess the level of I&I it is experiencing. If excessive I&I is seen, the Town will complete such corrective measures to eliminate excessive I&I as are reasonably demonstrated to be cost effective by studies conducted and funded by the Town. [Perhaps move this item up to Section 11--O&M of Facilities]

17. **Resolving Conflicts or Disagreements.** [“Regardless of how carefully an interlocal agreement may be contracted, there can still be conflict or disagreement, particularly when unanticipated needs or challenges arise. Parties to an agreement should anticipate the need to potentially negotiate at some point during the life of the agreement, and should build in language that lays out what process should be used.” This item will need input from Town and City attorneys.]

- [Note from Staff: The City of Folsom/SRCSD contract has extensive sample language for this item, which the attorneys can use if they wish to.]



## City of Chico, Code Section 15.40.285

The City of Chico has a provision in its municipal code, Section 15.40.285—Regulation of Waste Received from Other Jurisdictions, that specifically addresses handling wastewater from outside the city's sanitary sewer system. Here is the code section in its entirety:

### **15.40.285 Regulation of Waste Received from Other Jurisdictions**

*If another municipality or user located within another municipality contributes wastewater to the city's sanitary sewer system, the director shall enter into an inter-municipal agreement with the contributing municipality. Prior to entering into an agreement, the director shall request the following information from the contributing municipality:*

- 1. A description of the quality and volume of wastewater discharged to the city's sanitary sewer system by the contributing municipality;*
- 2. An inventory of all users located within the contributing municipality that are discharging to the city's sanitary sewer system; and*
- 3. Such other information as the director may deem necessary.*

*An inter-municipal agreement shall contain the following conditions:*

- 1. A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this ordinance and local limits, including required baseline monitoring reports which are at least as stringent as those set out in section [15.40.024](#). The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the city's ordinance or local limits;*
- 2. A requirement for the contributing municipality to submit a revised user inventory on at least an annual basis;*
- 3. A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the director; and which of these activities will be conducted jointly by the contributing municipality and the director;*
- 4. A requirement for the contributing municipality to provide the director with access to all information that the contributing municipality obtains as part of its pretreatment activities;*
- 5. Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the city's sanitary sewer system;*
- 6. Requirements for monitoring the contributing municipality's discharge;*
- 7. A provision ensuring the director access to the facilities of the users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and other duties deemed necessary by the director; and*
- 8. A provision specifying the remedies available for breach of the terms of the inter-municipal agreement.*



# TOWN OF PARADISE SEWER PROJECT

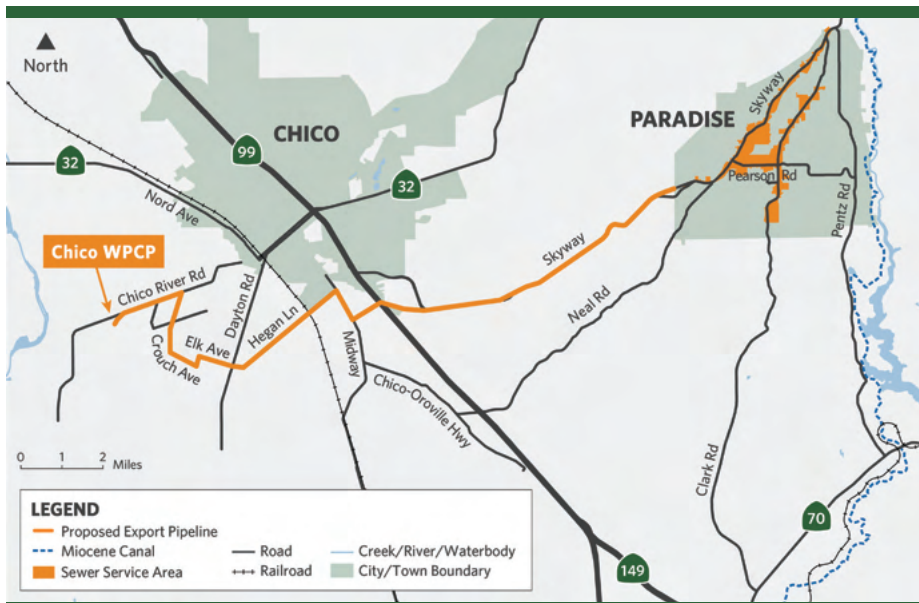
## FACT SHEET

MARCH 2022

### PROJECT OVERVIEW

Since its incorporation in 1979, the Town of Paradise has sought a wastewater treatment solution, with a focus primarily on commercial and densely-populated residential areas — the portions of Paradise most vulnerable to groundwater degradation and economic stagnation due to sewer limitations.

In 2020, the Town contracted with HDR, an engineering consulting firm, to prepare an updated assessment of project options. The assessment compared two alternatives for local wastewater treatment and discharge with a regional alternative involving piping wastewater to the Chico Water Pollution Control Plant (WPCP). The regional alternative was recommended because it had the lowest cost, community impacts, probable environmental impacts as well as the simplest operations and most support from the Central Valley Regional Water Quality Control Board. The Town is now moving forward with preparation of a full Environmental Impact Report (EIR) to provide further information on sewer project alternatives.



The proposed project is currently estimated to cost approximately \$184 million.

- \$2M** EIR
- \$30M** Design and Right-of-Way
- \$152M** Construction

### PROJECT SCHEDULE



### STAY UPDATED!

# REBUILDING PARADISE

## ECONOMIC BENEFITS OF THE PARADISE SEWER PROJECT

### PROVIDE MUCH NEEDED HOUSING



#### Workforce housing needs

- 95% of residents work for local employers
- 10% of the region's construction workforce was housed in Paradise



#### Sewer infrastructure supports quick rebuild

- Increases affordable housing
- Greater economic return for developers

### INCREASE PROPERTY VALUES & BUSINESS PROFITABILITY



#### Septic systems decrease value

- Smaller, older residential lots on septic systems have a lower value, lack development potential
- Businesses on septic systems have higher operational costs



#### Sewer infrastructure supports growth

- Raises the value of land in the SSA
- Provides reliable wastewater disposal
- Lowers the start-up costs for high-water-usage businesses like restaurants

### IMPROVE HEALTH & THE ENVIRONMENT



#### Regulations mitigate risk

- Strict regulations govern the discharge of treated wastewater, especially in communities impacted by failing septic systems development potential



#### Sewer Infrastructure protects resources

- Provides cleaner disposal of wastewater
- Improves groundwater quality
- Decreases health impact on communities

### ADDITIONAL BENEFITS



Less strain on Chico's housing market, Greenline, transportation infrastructure, and other systems



Regional partnerships and opportunities for additional funding