



# PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

## AGENDA

### REGULAR MEETING PARADISE IRRIGATION DISTRICT BOARD OF DIRECTORS

**MEETING LOCATION:**  
**PID BOARD ROOM**  
**6332 CLARK ROAD, PARADISE, CA 95969**

**WEDNESDAY, MAY 15, 2019 – 6:30 PM**

- ❖ *The Board of Directors is committed to making its meetings accessible to all citizens. Any persons requiring a special accommodation to participate, is requested to contact the District Secretary at 530-877-4971, extension 2039 at least 48 hours in advance of the meeting.*
- ❖ *The Board of Directors or its President pursuant to Government Code section 54954.3 reserves the right to impose reasonable regulations governing public participation on agenda and non-agenda items, including limiting the total amount of time allocated to public testimony on particular issues and for each individual speaker.*
- 1. **OPENING:**
  - a. Call to Order
  - b. Public & Board Members; please silence your cell phones
  - c. Invocation and Pledge of Allegiance
  - d. Roll Call
- 2. **APPROVAL OF CONSENT CALENDAR:** *Action may be taken.*
  - a. Approval of Meeting Agenda Order
  - b. Approval of Minutes: Regular Meeting of April 17, 2019
  - c. Acceptance of Invoice: Department of Water Resources Annual Dam Fees for Magalia Dam and Paradise Dam
  - d. Acceptance of Invoices: American Technologies, Inc. - Fire & Smoke Damage Recovery Services for PID Facilities
- 3. **PUBLIC PARTICIPATION:**

Individuals will be given an opportunity to address the Board regarding matters not scheduled on the agenda, although the Board cannot take action on any matter not on the agenda. Comments will be limited to 5 minutes per speaker. Opportunity for public comment on agenda items will be provided at the time they are discussed by the Board with comments limited to 5 minutes per agenda item.
- 4. **PID STAFF AND FACILITY REPORT UPDATES FOR APRIL 2019:** *Information item only.*
- 5. **TREASURER'S REPORT:** Review and acceptance of the Treasurer's Report for the period ending April 30, 2019. *Action may be taken.*
- 6. **APPROVAL OF CHECKS:** Approval of General Fund Check Numbers 52984 through 53087 for the month of April 2019 totaling \$1,090,093.03, exclusive of voided check number 53051, and authorization of a similar amount allowing or adjusting for extraordinary budget or Board approved items during the month of June. *Action may be taken.*
- 7. **LEGAL REPORT:** A verbal update from Legal Counsel. *Information item only.*

8. **UNFINISHED BUSINESS:** None to Report.

9. **NEW BUSINESS:**

- a. PID Commercial Property Lease – 6360 Clark Road, Paradise (Manager Phillips): Review and discussion regarding request from Jennifer Chavez to consider deferring rent payments pertaining to the commercial lease with PID for 6360 Clark Road in Paradise (The Red Wagon). *Action may be taken.*
- b. Butte Local Agency Formation Commission (LAFCO) 2019 Election Ballot: Consider candidate nominations for election of a Special District Regular “Non-Enterprise” Member and authorize certification and submittal of ballot to Butte LAFCO. *Action may be taken.*

10. **COMMITTEE REPORTS:** Informational items only.

Board oral report(s) regarding their representation on Commissions/Committees/Conferences:

- 1. Community Relations Committee (Directors Boston & Sulik – Chairperson)

11. **DIRECTORS' COMMENTS:** *Information Item Only.*

12. **CLOSED SESSION:**

- a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code section 57957)  
Title: Management Employees
- b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (a) of subdivision (d) of Government Code section 54956.9): Neil Essila et al v. Paradise Irrigation District et al. Butte County Superior Court Case No. 17CV02546.

13. **ANNOUNCEMENT FROM CLOSED SESSION**

14. **ADJOURNMENT**

CONSENT CALENDAR  
REGULAR MEETING  
PARADISE IRRIGATION DISTRICT  
BOARD OF DIRECTORS

WEDNESDAY, MAY 15, 2019

A. APPROVAL OF MEETING AGENDA ORDER

B. APPROVAL OF MINUTES: April 17, 2019 Regular Meeting

C. ACCEPTANCE OF INVOICE (Department of Water Resources):

**Action Requested:** Accept invoice for annual fees for Magalia and Paradise Dams and authorize payment to the Department of Water Resources to cover the department's costs in carrying out the supervision of dam safety.

D. ACCEPTANCE OF INVOICES (American Technologies, Inc.):

**Action Requested:** Accept invoices for comprehensive fire and smoke damage recovery services performed by American Technologies, Inc. for PID facilities to be submitted for reimbursement through the District's insurance policy under the ACWA Joint Powers Insurance Authority.

MINUTES

REGULAR MEETING  
BOARD OF DIRECTORS  
PARADISE IRRIGATION DISTRICT  
APRIL 17, 2019

The regular meeting of the Board of Directors of the Paradise Irrigation District was called to order at 6:30 p.m. by President Marc Sulik, followed by an Invocation and the Pledge of Allegiance to the Flag of the United States of America.

OPENING

BOARD MEMBERS PRESENT: Directors Dan Hansen, President Marc Sulik, Vice-President Bob Prevot, Bill Kellogg (Shelby Boston appointed and seated as Director Division 3 – Agenda item 2.a. & 2.b.)

ROLL CALL

BOARD MEMBERS ABSENT: None

STAFF PRESENT: District Manager Kevin Phillips, Finance & Accounting Manager Ross Gilb, Distribution Superintendent Jim Ladrini, Lake Patrolman Greg Dobbs, and Board Secretary Georgeanna Borrayo

ALSO PRESENT: Attorney Emily LaMoe and members of the public

Following the resignation of Anne Rice on February 20, 2019, the Board directed staff to notice the vacancy in the office of Director, Division 3. As letters of interest were not received by the initial deadline on March 14, 2019, the deadline was extended to 4:00 p.m., April 11, 2019. The District received letters from five eligible candidates: Shelby Boston, Debra McKey, Diana Siler, Tim Thomason, and John Wulff.

APPOINTMENT OF  
DIRECTOR,  
DIVISION 3  
(Item 2.a.)

Following an opportunity for the Board to present questions to the candidates, nominations were opened by President Sulik. Nominations were received as follows:

1. Nomination by Director Kellogg, second by Director Hansen to nominate John Wulff.
2. Nomination by Director Prevot, second by Director Kellogg to nominate Shelby Boston.

President Sulik called for a roll call vote in the order nominations were received. Director's votes were polled as follows:

1. Nomination of candidate John Wulff  
AYES: Directors Hansen and Kellogg  
NOES: Directors Prevot and Sulik  
ABSENT: Division 3 Director seat vacant

**Motion fails for lack of a majority vote.**

2. Nomination of candidate Shelby Boston  
AYES: Directors Prevot, Kellogg, and Sulik  
NOES: Director Hansen  
ABSENT: Division 3 Director seat vacant

**Motion passes 3-1 to appoint Shelby Boston to fill the Division 3 vacancy.**

OATH OF OFFICE  
SHELBY BOSTON,  
OFFICE OF  
DIRECTOR, DIV. 3  
(Item 2.b.)

The Oath of Office was administered by the Secretary to Shelby Boston to serve in the Office of Director, Division 3 until the next general district election in November 2020, and thereafter until the person elected to fill the vacancy assumes office in December 2020.

BOARD RECESS

President Sulik called for a Board recess at 7:42 p.m.

MEETING  
RECONVENED

President Sulik reconvened the regular meeting at 7:50 p.m.

PUBLIC  
PARTICIPATION  
(Item 4)

Following an inquiry about reopening Paradise Lake, staff confirmed the lake will reopen effective Thursday, April 18, 2019 from 5:00 a.m. to sunset Friday through Monday. Paradise Lake will be closed Tuesday, Wednesday, and Thursday for maintenance operations. The District has discussed the potential for the Paradise Recreation and Park District to manage and oversee operations at Paradise Lake. PID will not be selling annual permits; however, daily passes will be available to purchase.

Public member Heidi Lange commented on the qualified candidates for the Division 3 Director vacancy and suggested the Board consider opportunities in which the District may utilize the skill sets of the other candidates.

Steve Culleton commended PID Board members and staff for their efforts and also expressed appreciation to District Manager Phillips for his honesty and hard work.

Debra Matthews expressed appreciation for the free bottled water distribution. Occasionally, the bottled water is distributed in smaller bottles; however, the standard size seems to be more practical. Perhaps it may be possible to provide a choice, or distribute the standard size only.

Additional public participation included comments about recycling containers for the plastic water bottles and a 5 gallon water container that may be purchased with a wire stand and can be positioned in a sink and rotated.

UNFINISHED  
BUSINESS:

There was no unfinished business to report.

NEW BUSINESS:

PID DRAFT WATER  
SYSTEM RECOVERY  
PLAN (Item 12.a.)

Consultants Sami Kader and Michael Lindquist with Water Works Engineering provided an overview of the Draft Paradise Irrigation District Water System Recovery Plan, reporting the Recovery Plan consists of the following steps: 1) Sample all service laterals and mains in the distribution system for VOCs, which will eventually total nearly 20,000 samples; 2) Replace contaminated service laterals and flush contaminated mains; and 3) Restore potable water service to the system.

These steps will be accomplished by executing five actions: 1) Temporary customer supply; 2) Recover water meters and appurtenances; 3) Sample mains and service laterals; 4) Repair and replace damaged system components; and 5) Reconnect customers to the distribution system.

The original plan to provide potable water tanks for temporary customer supply presented a delay in recovery of the system. The changes focus on getting potable water to the most structures that are occupiable as soon as possible. Where possible, temporary water supply will be above-grade pipe/hose from a service lateral outside of the sample area to provide normal flows to the customer during sampling. In some cases, temporary customer supply will be tank and a booster pump providing non-potable domestic use flows only. Once sampling of stagnated water lines is completed,

the temporary water supply will be removed, and the customer reconnected to the PID water system.

Water Works Engineering Consultants further reported detailed implementation plans have been prepared for all five of the Actions described. A formal procurement process will be required to competitively procure and hire contractors and service providers to perform the work. Given the scope of the procurement process, work on the ground is projected to begin in later summer 2019. Completion of all steps for the entire water distribution system is currently projected to take up to 24 months.

A PID Community Meeting will be held on May 14 at 6:00 PM at the First Alliance Church located at 6491 Clark Road in Paradise to present information about the Water System Recovery Plan and provide an opportunity for public comments and questions.

It was moved by Director Prevot and seconded by Director Boston to accept the Draft Water System Recovery Plan with the understanding future updates will be presented on a regular basis.

AYES: Directors Hansen, Boston, Prevot, Kellogg, and Sulik

NOES: None

ABSENT: None

**Motion passes 5-0**

Director Kellogg discussed information he has received from individuals in the community regarding their use of water filtration options such as systems that use activated charcoal to filter the water. **Information item only; no action taken.**

Manager Phillips reported the District awarded a professional services contract to Water Works Engineering for Disaster Recovery Management Services. The initial scope of work was based on what the consultant thought would be necessary to execute the contract. As the Recovery Plan has evolved, Water Works Engineering has revised their scope of work to reflect the actual services necessary to execute the Recovery Plan.

It was moved by Director Kellogg and seconded by Director Hansen to approve the change of scope of the Water Works Engineering contract dated March 14, 2019 for Disaster Recovery Management Services.

AYES: Directors Hansen, Boston, Prevot, Kellogg, and Sulik

NOES: None

ABSENT: None

**Motion passes 5-0**

Board members received an update regarding the PID employee retirement program from Ornella Grosz, Retirement Plans Specialist, with International City County Management Association Retirement Corporation (ICMA-RC). Discussion included Board fiduciary responsibility and the hardship withdrawal process available to participants who may want to make a withdrawal to assist with expenses resulting from the Camp Fire. Ms. Grosz further noted a meeting was held with all employees this morning and employees had an opportunity to meet with her individually as well.

**Information item only; no action taken.**

CONTINUED –  
PID DRAFT  
WATER SYSTEM  
RECOVERY PLAN  
(Item 12.a.)

DIRECTOR  
KELLOGG - WATER  
FILTRATION  
OPTIONS  
(Item 12.d.)

SCOPE OF WORK  
AMENDMENT WITH  
WATER WORKS  
ENGINEERING –  
DISASTER  
RECOVERY  
MANAGEMENT  
SERVICES  
AGREEMENT  
(Item 12.b.)

PRESENTATION –  
PID EMPLOYEE  
RETIREMENT  
PROGRAM  
(Item 5)

APPROVAL OF  
CONSENT  
CALENDAR  
(Item 3.a. & 3.b.)

Board members reviewed consent calendar items as follows:

3.a. Approval of Meeting Agenda Order

3.b. Approval of Minutes: Regular Meeting of March 20, 2019

It was moved by Director Hansen and seconded by Director Prevot to approve the Consent Calendar as presented. Director Boston announced she will abstain on this item as she was not serving as a Director for the March 20 meeting.

AYES: Directors Hansen, Prevot, Kellogg, and Sulik

NOES: None

ABSTAIN: Director Boston

ABSENT: None

**Motion passes 4-1**

FACILITIES STATUS  
REPORT UPDATE  
(Item 6)

Staff reported on the following: 1) Coordination and pilot testing of recovery plan procedures has begun; and 2) A Customer Service member recently quit, which left one person remaining in Customer Service. Two temporary agency staff personnel are on board to provide Customer Service assistance, and the District is hiring one full-time Customer Service Representative who had received an offer of employment prior to the Camp Fire and had not officially begun working. The District plans to advertise to fill up to five Temporary Laborer positions to augment staffing at the Corporation Yard.

**Information item only; no action taken.**

VERBAL STAFF  
REPORT UPDATE  
(Item 7)

Staff reported materials for the distribution system pilot testing process have been ordered and the Door to Door Water Needs Survey is scheduled to begin next week to collect data from current residents and verify standing structures. The District continues to receive multiple media requests and the Draft Water System Recovery Plan has been shared with the news organizations. **Information item only; no action taken.**

TREASURER'S  
REPORT FOR  
PERIOD ENDING  
MARCH 31, 2019  
ACCEPTED  
(Item 8)

Board members reviewed a written Treasurer's Report for the period ending March 31, 2019. It was moved by Director Kellogg and seconded by Director Hansen to accept the Treasurer's Report as presented.

AYES: Directors Hansen, Boston, Prevot, Kellogg, and Sulik

NOES: None

ABSENT: None

**Motion passes 5-0**

APPROVAL OF  
CHECKS FOR THE  
MONTH OF  
MARCH 2019  
(Item 9)

Board members reviewed accounts payable expense reports for the month of March 2019. It was moved by Director Kellogg and seconded by Director Hansen to approve General Fund check numbers 52878 through 52983 for the month of March 2019 totaling \$275,061.99, and authorization of a similar amount allowing or adjusting for extraordinary budget or Board approved items during the month of May.

AYES: Directors Hansen, Boston, Prevot, Kellogg, and Sulik

NOES: None

ABSENT: None

**Motion passes 5-0**

LEGAL REPORT  
(Item 10)

Attorney Emily LaMoe reported efforts continue to secure backfill funding for Paradise Irrigation District (PID). Attorney Dustin Cooper has been involved in discussions with state legislators regarding a one-time appropriation of \$21.6 million dollars to keep PID operating over the next three years while Paradise recovers and rebuilds from the November 8, 2018 Camp Fire. Manager Phillips added he has provided a presentation to the American Water Works Association (AWWA) and is scheduled to present

information to the Association of California Water Agencies (ACWA) to discuss the District's situation and obtain support from other agencies. **Information item only, no action taken.**

LEGAL REPORT  
CONTINUED

Manager Phillips indicated this Memorandum of Agreement (MOA) between South Feather Water and Power Agency and the Paradise Irrigation District provides for Pre/Post Event disaster responses and allows PID to go back to the beginning of the disaster to request reimbursement for labor costs associated with mutual aid services provided by South Feather Water and Power Agency.

MEMORANDUM OF  
AGREEMENT WITH  
SOUTH FEATHER  
WATER & POWER  
AGENCY  
(Item 12.c.)

It was moved by Director Hansen and seconded by Director Prevot to approve the Memorandum of Agreement between South Feather Water and Power Agency and PID, and authorize the District Manager to execute the Agreement pertaining to assistance provided under the Emergency Management Mutual Aid Plan.

AYES: Directors Hansen, Boston, Prevot, Kellogg, and Sulik  
NOES: None  
ABSENT: None

**Motion passes 5-0**

Manager Phillips reported that following FEMA training and review of the District's Procurement Policy by the FEMA Facilitator, the addition of specific language was recommended to receive FEMA reimbursement. The recommended language is shown as section 12.2.2.1 – Avoidance of Acquisition of Unnecessary or Duplicative Items. "To the extent authorized by law, consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach."

PID POLICY &  
PROCEDURES  
AMENDMENT TO  
CHAPTER 12 –  
PROCUREMENT  
POLICY  
(Item 12.e.)

It was moved by Director Prevot and seconded by Director Boston to approve the amendment as presented under Chapter 12 – Procurement Policy.

AYES: Directors Hansen, Boston, Prevot, Kellogg, and Sulik  
NOES: None  
ABSENT: None

**Motion passes 5-0**

Staff reported the District received a claim for vehicle damages filed on behalf of a USAA policyholder on March 5, 2019 relating to a non-injury vehicle incident in the upper parking lot of the PID Office on January 9, 2019 between the USAA policyholder and a District vehicle driven by a PID employee. This claim will be forwarded to ACWA Joint Powers Insurance Authority (JPIA) for processing; however, the JPIA cannot process the claim unless the District has formally "rejected" the claim at its level.

LETTER OF "MERIT  
REJECTION" RE:  
CLAIM FOR  
VEHICLE DAMAGES  
ACWA-JPIA  
CLAIM NO. 19-0446  
(Item 12.f.)

It was moved by Director Hansen and seconded by Director Prevot to reject the claim for vehicle damages filed on behalf of the USAA Casualty Insurance Company, and approve the letter of merit rejection for submittal to ACWA-JPIA to process and respond to the claim (ACWA-JPIA Claim No. 19-0446).

AYES: Directors Hansen, Boston, Prevot, Kellogg, and Sulik  
NOES: None  
ABSENT: None

**Motion passes 5-0**

LETTER OF "MERIT  
REJECTION" RE:  
CLAIM FOR WATER  
DAMAGES  
ACWA-JPIA  
CLAIM NO. 19-0514  
(Item 12.g.)

Staff reported on January 27, 2019, the District received a claim for water damages from a customer whose Marlee Lane home is standing following the November 8, 2019 Camp Fire. Notification about a water leak was taken by the District's answering service on January 28, 2019 and responded to by PID standby on that day. This claim will be forwarded to ACWA Joint Powers Insurance Authority (JPIA) upon Board action to formally "reject" the claim.

It was moved by Director Hansen and seconded by Director Prevot to reject the claim for water damages recorded as ACWA Joint Powers Insurance Authority (JPIA) Claim Number 19-0514 and approve the letter of merit rejection for submittal to ACWA-JPIA to process and respond to the claim.

AYES: Directors Hansen, Boston, Prevot, Kellogg, and Sulik  
NOES: None  
ABSENT: None

**Motion passes 5-0**

COMMITTEE  
REPORTS  
(Item 13.1.)

Paradise Lake & Recreation Committee: Directors Kellogg and Sulik reported a committee meeting was held on April 16. Discussion included reopening Paradise Lake and a potential agreement with the Paradise Recreation & Park District to oversee and manage Paradise Lake. Lake Patrolman Greg Dobbs presented suggestions the Board may want to consider relating to security, maintaining an on-site presence at Paradise Lake, and safety concerns if swimming were allowed.

DIRECTORS'  
COMMENTS  
(Item 14)

Director Prevot: As customers review fire insurance coverages, the District may begin receiving inquiries about fire hydrants and access to water as we move forward in the recovery process.

Director Kellogg: Welcomed Shelby Boston to the Board and thanked Water Works Engineering for their presentation of the Draft Water System Recovery Plan.

Director Boston: Stated she appreciates the Board taking a chance on her and looks forward to participating on the Board. Her house survived the Camp Fire and her family is moving forward day-by-day with the community.

Director Sulik: Welcomed Shelby Boston and expressed appreciation to Water Works Engineering for their work in preparing the Water System Recovery Plan.

CLOSED SESSION  
(Item 15.a.)

President Sulik announced closed session discussion pertaining to agenda item 15.a. Following an opportunity for comments, the Board adjourned to closed session at 10:41 p.m. to discuss the following:

15.a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION. (Government Code section 57957). Title: Management Employees

CLOSED SESSION  
ANNOUNCEMENT

President Sulik reconvened the regular meeting at 11:05 p.m. and announced direction has been given to staff.

ADJOURNMENT

It was moved by President Sulik to adjourn the meeting. The regular meeting was adjourned at 11:06 p.m.

---

Georgeanna Borrayo, Secretary

---

Marc Sulik, President

**INVOICE**  
**STATE OF CALIFORNIA**  
The Resources Agency  
**DEPARTMENT OF WATER RESOURCES**  
P.O. Box 942836  
Sacramento, CA 94236-0001

PARADISE IRRIGATION DISTRICT  
ATTN: GENERAL MANAGER  
6332 CLARK ROAD  
PARADISE CA 95969-6332

Invoice No. 1800125408  
Date 05/01/2019  
Customer No. 1034  
1 of 1

Dam Number	Dam Name	Amount
73.000	Magalia	\$26,106.00
73.002	Paradise	\$46,410.00
<b>Total due:</b>		<b>\$72,516.00</b>

**NOTE**

Dam fees based on  
fixed charges of \$1,008.00  
plus \$282.00 per foot  
of height.

**FEE INFORMATION**

Effective June 27, 2017, Senate Bill 92 modified Section 6307 of the California Water Code. In part this section stipulates that: The department shall adopt, by regulation, a schedule of fees to cover the department's reasonable regulatory costs in carrying out the supervision of dam safety.

Terms: Due upon receipt. Delinquent if received after July 1. Delinquent payments are subject to a 10% penalty, plus interest at the rate of 0.5% per month (Water Code Section 6428(b)). If making payment by ACH or EFT, please contact our office for banking details at [cash@water.ca.gov](mailto:cash@water.ca.gov).

Invoice No. 1800125408  
Date 05/01/2019  
Customer No. 1034

**Total due:** \$72,516.00

**Your Payment:**

**MAKE CHECK PAYABLE TO:**  
Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94236-0001

Phone No. (916)736-2309

WATER CODE

Section 6307

---

6307. (a) (1) The department shall adopt, by regulation, a schedule of fees to cover the department's reasonable regulatory costs in carrying out the supervision of dam safety, which may include, but is not limited to, the costs of reviewing an inundation map, the amounts necessary to repay budgetary loans, and a prudent reserve.

(2) The revenue generated by the fees imposed under this section shall be adjusted periodically for cost-of-living increases. If the director determines that the revenue collected during the preceding fiscal year was greater or less than the cost to operate the program, the director shall adjust the fees to compensate for the overcollection or undercollection of revenue. The department shall provide a schedule of fees to the Legislature and to every dam owner that has a permit or has applied for a permit, when any adjustment is made to the fees under this section.

(3) The schedule of fees adopted pursuant to this subdivision shall be based, in part, on the height of the dam on a per foot basis.

(b) A penalty plus interest, as set forth in subdivision (b) of Section 6428, shall be imposed for fees received after July 1 in any year. This penalty does not apply to any supplemental billing issued by the department.

(c) For the purposes of this section, "height of the dam" means the vertical distance, to the nearest foot, from the natural bed of the stream or watercourse at the downstream toe of the barrier, as determined by the department, or from the lowest elevation of the outside limit of the barrier, as determined by the department, if it is not across a stream channel or watercourse, to the maximum possible water storage elevation.

(d) Notwithstanding subdivision (a), the department shall limit the total annual fee per dam if both of the following apply:

(1) The dam has a storage capacity of not more than 100 acre-feet.

(2) The governing body of a private school or the governing board of a public school certifies that the dam is used as a subject of study by its students.

(e) (1) Notwithstanding subdivision (a), the department shall limit the total annual fee for dams or reservoirs located on farms or ranch properties to no more than 20 percent of the fees assessed pursuant to subdivision (a).

(2) For purposes of this subdivision, "farm" has the same meaning as defined in Section 52262 of the Food and Agricultural Code.

(f) (1) Privately owned dams with less than 100 acre-feet of storage capacity shall be assessed an annual fee in accordance with paragraph (1) of subdivision (e).

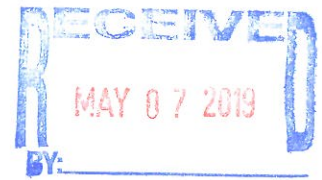
(2) As used in this subdivision, "privately owned" does not include dams owned by municipalities, water districts or companies, irrigation districts, private, investor owned or publicly owned utilities, or public agencies.

(g) Any regulation promulgated pursuant to this section shall be deemed to be an emergency and necessary for the immediate preservation of the public peace, health and safety, or general welfare.

(Amended by Stats. 2017, Ch. 26, Sec. 89. (SB 92) Effective June 27, 2017.)



AGENDA ITEM 2.d. (Pages 13-18)  
Acceptance of Invoices for Fire & Smoke  
Damage Recovery Services



# INVOICE

PID DISTRICT OFFICE  
6332 CLARK ROAD

Customer ID: 110455

Invoice ID: A873325987-001

Invoice Date: 04/29/2019

Federal ID: 33-0352215

Bill To:  
Paradise Irrigation District  
6332 Clark Rd  
Paradise, CA 95969-4146

Job Location:  
Paradise Irrigation Dis. Admin  
6332 Clark Rd  
Paradise, CA 95969-4146

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Emergency Services Performed * Fire Damage Repairs	\$154,303.06

Amount Billed	\$154,303.06
Total Tax	\$0.00
Retainage Held	
Net Due:	<u>\$154,303.06</u>

All past due amounts are subject to a liquidated damages/service charge  
assessment in the amount of 1.5% per month until paid.

**PLEASE REMIT ALL PAYMENTS TO CORPORATE OFFICE**

**ANAHEIM OFFICE**

3360 E. LA PALMA AVE., ANAHEIM, CA 92806 • 714/283-9990 • 800/400-9353 • 714/283-9996 FAX



American Technologies, Inc.  
2965 Ramco Street  
West Sacramento, CA 95691  
(916) 388-2440

# Bill Details

Federal Tax ID #: 33-0352215

Claim #:

Invoice Due Date 5/23/2019

Invoice Number A875325085-001

Invoice Date 4/23/2019

Job / Project Number A87-53-25085

Project Manager Mark Lucie

## BILL TO INFORMATION:

Paradise Irrigation District

6332 Clark Rd

Paradise, CA 95969

kphillips@paradisairrigation.com

## PROJECT INFORMATION:

Attn: Kevin Phillips

Paradise Irrigation Dis. Admin

6332 Clark Rd

Paradise, CA 95969

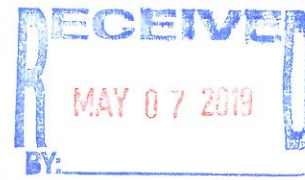
## INVOICE SUMMARY DETAIL

Billing Categories   Billing Details Attached	Bill Details	Invoice Category Totals
Billable Labor		\$93,705.16
Associated Labor Fees		\$6,213.73
Materials and Consumables		\$36,089.00
Equipment and Tools		\$13,360.00
Subcontractors and Vendors		\$6,480.17
Equipment Term Discount		(\$1,545.00)
<b>REMIT PAYMENT TO:</b>	Sub Total	\$154,303.06
American Technologies, Inc.	Off-Site Logistical / Mobilization Fee	\$0.00
210 Baywood Ave.	Other / Additional Fees	\$0.00
Orange, CA 92865	Tax Total	\$0.00
	Previous Payments / Credits	\$0.00
	Total Amount Due	\$154,303.06

Bill Created By T&M Pro™ - T & M Billing System

Job / Project Number  
A87-53-25085

Invoice Number  
A875325085-001



# INVOICE

PID CORPORATION YARD FACILITY  
6334 CLARK ROAD, PARADISE

Customer ID: 110455  
Invoice ID: A875325628-001  
Invoice Date: 04/29/2019  
Federal ID: 33-0352215

Bill To:  
Paradise Irrigation District  
6332 Clark Rd  
Paradise, CA 95969-4146

Job Location:  
Paradise Irrigation Corp Off  
6332 Clark Rd  
Paradise, CA 95969-4146

DESCRIPTION	AMOUNT
Emergency Services Performed	
* Smoke Cleaning	\$120,809.42

Amount Billed	\$120,809.42
Total Tax	\$0.00
Retainage Held	
Net Due:	\$120,809.42

All past due amounts are subject to a liquidated damages/service charge assessment in the amount of 1.5% per month until paid.

**PLEASE REMIT ALL PAYMENTS TO CORPORATE OFFICE**

ANAHEIM OFFICE  
3360 E. LA PALMA AVE., ANAHEIM, CA 92806 • 714/283-9990 • 800/400-9353 • 714/283-9996 FAX



AMERICAN TECHNOLOGIES, INC.

American Technologies, Inc.  
2965 Ramco Street  
West Sacramento, CA 95691  
(916) 388-2440

# Bill Details

Federal Tax ID #: 33-0352215

Claim #:

Invoice Due Date 5/17/2019

Invoice Number A875325628-001

Invoice Date 4/17/2019

Job / Project Number A87-53-25628

Project Manager Mark Lucie

## BILL TO INFORMATION:

Paradise Irrigation District

6332 Clark Rd

Paradise, CA 95969

kphillips@paradiseirrigation.com

## PROJECT INFORMATION:

Attn: Kevin Phillips

Paradise Irrigation Corp Off

6332 Clark Rd

Paradise, CA 95969

## INVOICE SUMMARY DETAIL

Billing Categories   Billing Details Attached	Bill Details	Invoice Category Totals
Billable Labor		\$87,811.25
Associated Labor Fees		\$5,442.57
Materials and Consumables		\$8,295.52
Equipment and Tools		\$26,340.00
Subcontractors and Vendors		\$4,635.08
Equipment Term Discount		(\$11,715.00)
<b>REMIT PAYMENT TO:</b>	Sub Total	\$120,809.42
American Technologies, Inc.	Off-Site Logistical / Mobilization Fee	\$0.00
210 Baywood Ave.	Other / Additional Fees	\$0.00
Orange, CA 92865	Tax Total	\$0.00
	Previous Payments / Credits	\$0.00
	Total Amount Due	\$120,809.42

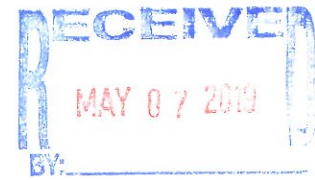
Bill Created By T&M Pro™ - T & M Billing System

Job / Project Number  
A87-53-25628

Invoice Number  
A875325628-001



# INVOICE



Customer ID: 110455  
Invoice ID: A875325526-001  
Invoice Date: 04/29/2019  
Federal ID: 33-0352215

PID WATER TREATMENT PLANT  
13888 PINE NEEDLE DR., MAGALIA

Bill To:  
Paradise Irrigation District  
6332 Clark Rd  
Paradise, CA 95969-4146

Job Location:  
Paradise Water Treatment Plant  
13888 Pine Needle Dr  
Magalia, CA 95954-8700

DESCRIPTION	AMOUNT
Emergency Services Performed	
* Smoke Cleaning	\$67,299.23

Amount Billed	\$67,299.23
Total Tax	\$0.00
Retainage Held	
Net Due:	\$67,299.23

All past due amounts are subject to a liquidated damages/service charge assessment in the amount of 1.5% per month until paid.

**PLEASE REMIT ALL PAYMENTS TO CORPORATE OFFICE**

ANAHEIM OFFICE  
3360 E. LA PALMA AVE., ANAHEIM, CA 92806 • 714/283-9990 • 800/400-9353 • 714/283-9996 FAX



AMERICAN TECHNOLOGIES, INC.

American Technologies, Inc.  
2965 Ramco Street  
West Sacramento, CA 95691  
(916) 388-2440

Federal Tax ID #: 33-0352215

**BILL TO INFORMATION:**

Paradise Irrigation District  
6332 Clark Rd  
Paradise, CA 95969  
kphillips@paradiseirrigation.com

# Bill Details

Claim #:

Invoice Due Date 5/19/2019  
Invoice Number A875325526-001  
Invoice Date 4/19/2019  
Job / Project Number A87-53-25526  
Project Manager Mark Lucie

**PROJECT INFORMATION:**

Attn: Kevin Phillips  
Paradise Water Treatment Plant  
13888 Pine Needle Dr  
Magalia, CA 95954

**INVOICE SUMMARY DETAIL**

Billing Categories   Billing Details Attached	Bill Details	Invoice Category Totals
Billable Labor		\$45,011.50
Associated Labor Fees		\$2,231.45
Materials and Consumables		\$7,345.21
Equipment and Tools		\$12,785.00
Subcontractors and Vendors		\$4,606.07
Equipment Term Discount		(\$4,680.00)
<b>REMIT PAYMENT TO:</b>	Sub Total	\$67,299.23
American Technologies, Inc.	Off-Site Logistical / Mobilization Fee	\$0.00
210 Baywood Ave.	Other / Additional Fees	\$0.00
Orange, CA 92865	Tax Total	\$0.00
	Previous Payments / Credits	\$0.00
	Total Amount Due	\$67,299.23

Bill Created By T&M Pro™ - T & M Billing System

Job / Project Number  
A87-53-25526

Invoice Number  
A875325526-001

**STAFF REPORT  
WATER TREATMENT PLANT  
April 2019**

**WATER TREATMENT**

- Production at the District's treatment plant for the month of April varied between 1.1 and 2.3 mgd.
- Treatment Plant Personnel worked mostly with the Water Quality Technician sampling for VOCs in the distribution system.
- Completed Electronic Annual Report for Department of Drinking Water 2018 and submitted to the State; working on Consumer Confidence Report.
- 2 Primo Water container filling machines were installed at the treatment plant and can be used Monday thru Friday 7 to 4 by residents to fill containers from 1 to 5 gallons for drinking water purposes.

**MAGALIA DAM**

- The District received a phone call from Division of Dam Safety informing us that they would be sending us a letter downgrading the dam's status from Satisfactory to Poor. This is due to the spillway concrete not having any reinforcing steel in it and their fear that the wall on the dam side could fall down and then the dam could be washed out.

**WATER QUALITY – DISTRIBUTION SYSTEM**

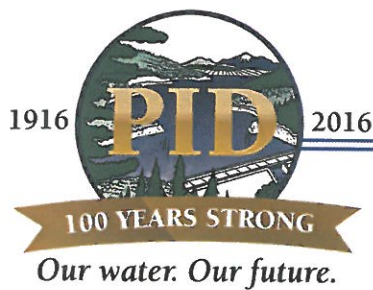
- As of May 8, 2019, 646 samples have been collected by District personnel.

**RECREATION**

- Paradise Lake opened on April 18<sup>th</sup> after a fish plant on April 17<sup>th</sup>.
- Greg Dobbs was the head of the bottled water distribution effort up until the time we handed off distribution to the Hope Center.

**April 2019, WATER QUALITY**

- Average daily production: 1.5 mgd
- Average effluent turbidity: 0.04 ntu
- Average raw water turbidity: 1.43 ntu



## PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

1. **Cash position** – At 04/30/2019 the District's total cash position was \$4,090,740.

**Debt Service Analysis** – Through 04/30/2019 the District has incurred debt service payments of \$583,020. Additionally, interest on the Capital One loan in the amount of \$26,088 has been paid as of 05/01/2019. The total annual budgeted debt service is \$963,307. The District's total outstanding debt is \$6,241,545.

- a. IBank \$1,035,645
- b. Capital One \$2,156,000
- c. BB&T \$3,049,900

The District has received deferral of principal payments of long-term debt as follows: Capital One principal payment in the amount of \$96,000, due May 1, 2019, has been deferred until November 1, 2028. If funds are received from the State of California for bridge financing, the deferred principal payment will be due upon receipt of funds. BB&T principal payment in the amount of \$258,200, due April 1, 2019, has been deferred until April 1, 2022.

### 2. **Operational Issues**

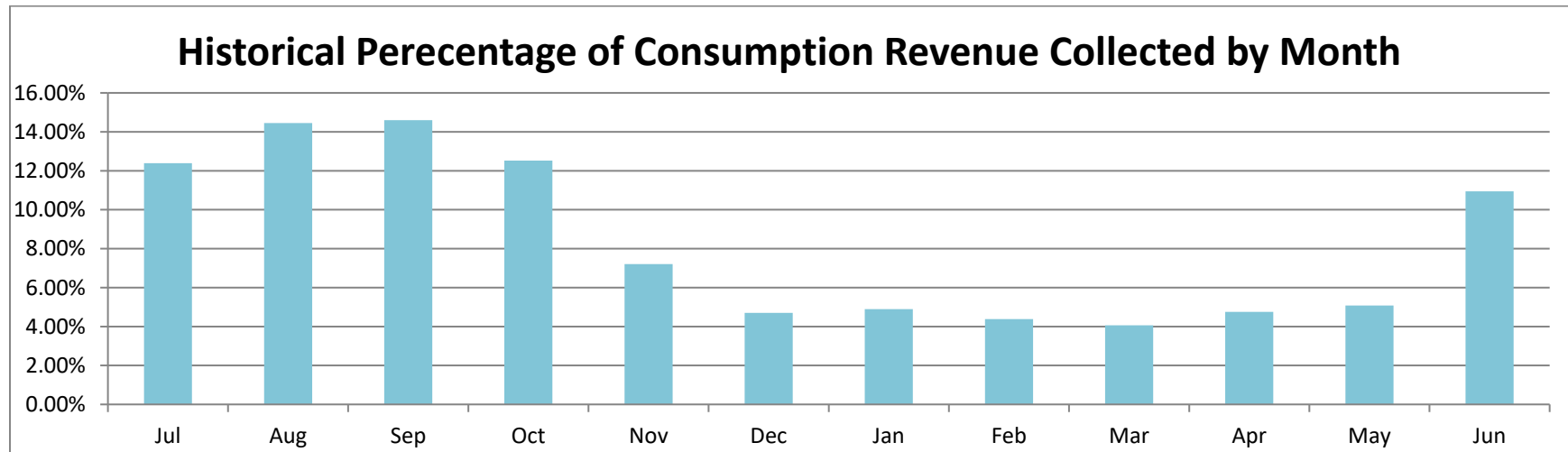
- a. 2018 – 2019 Financial Overview –
  - i. From an operational standpoint, service and consumption fees were not collected for November and December. The District is charging the readiness to serve charge of \$21.49 per month starting January 2019. The first bill was mailed in March 2019 for January and February 2019. We are not charging consumption fees due to the damage to the District's distribution system. The District has allowed reversal of the readiness to serve charge for the first billing cycle if customers choose to permanently disconnect service. Through April 30, 2019, the District has processed 1,195 customer requests to permanently disconnect services.
  - ii. Total Operating Expenses are still within budgeted expectations. The District cannot substantially cut their operational cost because the majority of the District's expenses are fixed.
- b. Highlights from the Fiscal Year 2018 – 2019
  - i. The District continues to work with the FEMA and State of California to recover the District distribution system.
    1. Insurance Proceeds \$1,350,000
    2. FEMA Cal/OES \$1,077,703
  - ii. We have made a request to the State of California for a budget allocation of \$21 million dollars to help bridge the gap for three years for the loss of revenue due to the Camp fire.

Description	2018/19 Actual	2018/19 Pre Fire Budget	2018/19 After Fire Budget	2019/20 Budget
<b>REVENUES:</b>				
Water Sales	3,886,943	8,046,852	4,778,520	1,800,000
Outside Water Sales	68,689	111,183	68,689	-
Other	3,052,010	363,957	3,052,010	-
Interest	12,689	18,400	12,689	18,400
Taxes - 1%	15,089	240,000	224,911	240,000
FMV Gain/Loss - Securities	-	-	-	-
Inc-Assessment Res (PID Share)	-	-	-	-
Grant Rev	-	-	-	-
Annexation	-	-	-	-
Inc-Save-A-Can/Buy-A-Fish	735	10,000	735	-
Inc-Capacity Fees	30,632	25,000	30,632	-
Revenue - PFD	64,007	120,000	120,000	-
	7,130,794	8,935,392	8,288,187	2,058,400
<b>EXPENDITURES:</b>				
Operating	5,063,837	5,298,014	5,298,014	5,428,489
Pipeline	497,763	992,489	992,489	992,489
Debt Service	583,020	963,307	963,307	963,677
Save a Can	-	8,000	8,000	-
PFD	8,414	200,000	191,586	-
	6,153,034	7,461,809	7,453,395	7,384,654
<b>Increase/(Decrease) in Cash before Debt Proceeds and Capital</b>	<b>977,760</b>	<b>1,473,582</b>	<b>834,792</b>	<b>(5,326,254)</b>
Debt Proceeds	-	11,000,000	-	-
Cash Available for Capital Projects	<b>977,760</b>	<b>12,473,582</b>	<b>834,792</b>	<b>(5,326,254)</b>
Capital Improvements Program	(144,452)	(12,975,000)	(144,452)	-
<b>Increase/(Decrease) in Cash</b>	<b>833,308</b>	<b>(501,418)</b>	<b>690,340</b>	<b>(5,326,254)</b>
<b>Beginning Cash Balance</b>	3,257,432	3,257,432	3,257,432	3,947,772
<b>Ending Cash Balance</b>	<b>4,090,740</b>	<b>2,756,015</b>	<b>3,947,772</b>	<b>(1,378,482)</b>

	FY 2015/16 Actual	FY 2016/17 Actual	FY 2017/18 Actual	FY 2018/19 Estimate	FY 2018/19 Actual
<b><u>General Fund/Operating</u></b>					
Water - Service	4,327,183	4,397,207	4,871,781	5,148,252	2,276,917
Water - Consumption	1,543,286	2,629,210	3,070,573	2,833,600	1,588,342
Water - Fees & Adjustments	42,631	43,355	49,298	65,000	21,684
Outside Water Sales	113,133	110,874	115,728	111,183	68,689
Meter Revenue	46,879	31,915	15,225	10,000	34,314
Recreation & Boating Permits	44,224	38,814	39,789	29,707	16,467
Backflow Check	10,080	10,940	10,960	15,000	4,960
Rents	9,885	17,095	15,740	22,250	7,342
Revenue - Surplus Property	74,512	24,737	17,481	10,000	12,488
Escrow Fees	-	-	-	10,000	-
Annexation	-	2,140	546	-	-
Custom Work/PFD Reimbursement	24,889	94,780	200,000	150,000	3,164
Misc	56,486	52,591	30,602	117,000	2,973,275
Interest					
<b>Total Operating Income</b>	6,293,188	7,453,658	8,437,722	8,521,992	7,007,642
<b><u>Special Revenue Fund</u></b>					
<b>Capital Improvement Program</b>					
Taxes - 1%	254,125	259,213	271,960	240,000	15,089
\$1 Surcharge for Capital Projects	63,000				
Interest	34,783	34,783	11,326	18,400	12,689
FMV Gain/Loss - Securities	1,007	187	(514)	-	-
Inc-Capacity Fees	48,136	57,262	39,414	25,000	30,632
RDA Reimbursement	-	-			
Grant	-	-	-		-
Inc-Save-A-Can/Buy-A-Fish	8,539	6,622	8,351	10,000	735
<b>Total Capital Improvement</b>	409,589	358,067	330,538	293,400	59,145
<b><u>Debt Service Fund</u></b>					
Inc-Assessment Res (PID Share)	159,323	193,420	1,756	-	-
Interest	6,907	6,907	-	-	-
<b>Total Debt Service</b>	166,230	200,327	1,756	-	-
<b><u>PFD</u></b>					
Revenue - PFD	123,661	122,794	124,037	120,000	64,007
PFD - Interest Income					
<b>Total PFD</b>	123,661	122,794	124,037	120,000	64,007
<b>Total Revenue</b>	<b>6,992,668</b>	<b>8,134,846</b>	<b>8,894,053</b>	<b>8,935,392</b>	<b>7,130,794</b>

Consumption Variations													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Year to Date Totals
2018/19 Actual	374,367.10	442,495.43	421,306.50	366,184.98	359,180.71	(107.87)	-	-	(57.96)	(660.24)			1,962,708.65
2018/19 Budget (Post-Fire)	351,072.72	409,581.48	413,669.58	354,827.91	204,263.67	-	-	-	-	-	-	-	1,733,415.37
2018/19 Budget (Pre-Fire)	351,072.72	409,581.48	413,669.58	354,827.91	204,263.67	133,216.22	138,721.49	124,180.61	115,137.89	134,706.98	144,040.26	310,181.19	2,833,600.00
2017/18 Actual	359,667.07	474,793.44	432,333.28	373,575.65	303,595.80	137,963.02	148,321.64	119,874.00	140,302.00	134,383.23	157,435.81	288,146.25	3,070,391.19
2016/17 Actual	320,953.08	374,442.19	378,179.56	324,386.10	186,739.24	121,787.18	126,820.13	113,526.76	105,259.85	123,150.04	131,682.59	283,569.76	2,306,926.72

Service Charge													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Year to Date Totals
2018/19 Actual	436,392.90	436,643.38	436,273.95	436,719.47	537,251.36	-	-	-	410,682.19	(17,049.96)			2,676,913.29
2018/19 Budget (Post-Fire)	429,021.00	429,021.00	429,021.00	429,021.00	429,021.00	-	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	3,045,105.00
2018/19 Budget (Pre-Fire)	429,021.00	429,021.00	429,021.00	429,021.00	429,021.00	429,021.00	429,021.00	429,021.00	429,021.00	429,021.00	429,021.00	429,021.00	5,148,252.00
2017/18 Actual	370,414.10	371,213.98	370,772.40	371,237.20	370,130.18	371,681.00	371,421.01	436,336.33	436,122.75	436,034.97	435,797.15	435,718.87	4,776,879.94
2016/17 Actual	341,413.24	339,237.37	341,571.71	341,336.16	341,299.65	340,548.52	370,001.59	373,087.79	371,908.05	371,244.66	371,420.70	370,865.06	3,903,069.44



	FY 2015/16 Actual	FY 2016/17 Actual	FY 2017/18 Actual	FY 2018/19 Estimate	FY 2018/19 Actual
<b><u>Operational Summary</u></b>					
Salary and Benefits	3,690,301	3,715,155	3,583,708	3,670,705	3,244,338
Materials and Supplies	526,662	669,902	641,180	752,500	393,377
Outside Services	340,807	358,722	442,291	455,320	1,092,997
Utilities	248,292	260,884	290,220	286,285	203,988
Insurance	89,972	86,488	111,642	92,155	107,447
Board	-	89,120	23,471	41,049	21,691
<b>Total Operating Expense</b>	<b>4,896,033</b>	<b>5,180,270</b>	<b>5,092,511</b>	<b>5,298,014</b>	<b>5,063,837</b>

	FY 2015/16 Actual	FY 2016/17 Actual	FY 2017/18 Actual	FY 2018/19 Estimate	FY 2018/19 Actual
<b><u>Source of Supply</u></b>					
Salary and Benefits	4,263	1,134	-	8,383	2,014
Materials and Supplies	30,860	58,344	55,247	55,000	29,255
Outside Services	7,294	8,387	9,138	30,070	3,726
Utilities	3,197	3,666	5,229	10,600	3,769
Insurance	775	800	492	680	-
<b>Total Source and Supply</b>	<b>46,390</b>	<b>72,332</b>	<b>70,106</b>	<b>104,733</b>	<b>38,764</b>
<b><u>Security &amp; Recreation</u></b>					
Salary and Benefits	164,487	192,704	173,017	159,277	128,711
Materials and Supplies	4,901	1,237	1,494	7,900	499
Outside Services	1,635	5,450	1,427	5,800	1,906
Utilities	2,166	10,598	6,314	8,400	3,597
Insurance	2,410	2,486	1,530	3,131	-
<b>Total Security &amp; Recreation</b>	<b>175,600</b>	<b>212,474</b>	<b>183,781</b>	<b>184,508</b>	<b>134,712</b>
<b><u>Water Treatment</u></b>					
Salary and Benefits	991,194	947,798	932,485	905,894	844,585
Materials and Supplies	163,669	191,014	183,223	207,900	96,956
Outside Services	35,458	22,381	23,262	63,500	27,332
Utilities	135,453	137,303	146,929	153,400	102,540
Insurance	19,168	19,773	12,168	17,740	-
<b>Total Water Treatment</b>	<b>1,344,942</b>	<b>1,318,268</b>	<b>1,298,068</b>	<b>1,348,434</b>	<b>1,071,413</b>
<b><u>Transmission &amp; Distribution</u></b>					
Salary and Benefits	773,755	998,301	1,103,566	1,061,394	941,830
Materials and Supplies	92,977	176,836	191,972	228,200	134,707
Outside Services	25,545	23,688	21,988	29,400	931,269
Utilities	51,243	56,603	64,252	64,500	55,246
Insurance	15,557	16,048	9,876	26,778	-
<b>Total Transmission and Distribution</b>	<b>959,077</b>	<b>1,271,476</b>	<b>1,391,655</b>	<b>1,410,272</b>	<b>2,063,053</b>
<b><u>Customer Service</u></b>					
Salary and Benefits	422,998	448,304	453,206	430,837	381,572
Materials and Supplies	7,713	6,497	27	8,400	3,992
Outside Services	6,426	4,267	3,847	17,000	2,394
Insurance	5,808	5,991	3,687	11,936	-
<b>Total Customer Service</b>	<b>442,945</b>	<b>465,059</b>	<b>460,766</b>	<b>468,173</b>	<b>387,957</b>
<b><u>Administration</u></b>					
Salary and Benefits	1,333,604	1,126,914	921,433	1,104,921	945,627
Materials and Supplies	226,541	235,975	209,216	245,100	127,968
Outside Services	264,449	294,550	382,630	309,550	126,370
Utilities	56,232	52,714	67,496	49,385	38,836
Insurance	46,254	41,389	83,889	31,890	107,447
Board	-	89,120	23,471	41,049	21,691
<b>Total Administration</b>	<b>1,927,080</b>	<b>1,840,661</b>	<b>1,688,136</b>	<b>1,781,894</b>	<b>1,367,937</b>

<b>Loan Name</b>	<b>FY 2014/15 Actual Total Payments</b>	<b>FY 2015/16 Actual Total Payments</b>	<b>FY 2016/17 Actual Total Payments</b>	<b>FY 2017/18 Actual Total Payments</b>	<b>Estimated 2018/19</b>	<b>FY 2018/19 Actual Total Payments</b>
Davis Grunsky	178,757	180,728	182,743	-	-	-
DWR	526,769	-	-	-	-	-
IBANK	134,876	130,311	130,276	130,240	130,202	130,202
Private Placement Loan	267,604	267,604	-	-	-	-
2009 COP's	617,894	616,594	614,694	538,047	-	-
2016 Private Placement (Refi)	-	-	243,426	244,874	244,325	122,237
2017 Private Placement (Refi)	-	-	-	75,192	588,780	330,580
New Debt						
Total	1,725,900	1,195,238	1,171,139	988,353	963,307	583,020

Project Title	Total Requested	Priority 1	Priority 2	Priority 3	2018/19 Actual
<b>Major Capital</b>					
Water Right Permits	200,000	200,000			
Almond Street Pipeline	750,000	750,000			27,629
Process Water Recycle	100,000	100,000			
Spillway Investigation	450,000	450,000			51,094
B-Reservoir	11,000,000	11,000,000			61,709
Tank Rehab (C, D, & E)	900,000	300,000	300,000	300,000	4,020
Pentz Road Fickett to Stearns)	1,400,000	-	1,400,000		
Skyway (Clark Road to Wagstaff)	1,200,000	-	1,200,000		
Skyway (Longview Drive to Crossroad)	1,000,000	-	1,000,000		
Treatment Plant Upgrades					
Relocate 42-inch Creek Crossing	375,000		375,000		
SCADA Hardware and Software Upgrade	65,000		65,000		
Recuperate Plant Paving	225,000		225,000		
Replace Plant Generator/Transfer Switch	1,000,000		1,000,000		
Replace Washwater Eq Tank and add a 2nd	1,000,000		1,000,000		
Relocate Bleach Tanks w/ new Containment	250,000		250,000		
<b>Minor Capital</b>					
Treatment Plant Fork Lift	35,000	35,000	-	-	
Gator for Treatment Plant	15,000	15,000	-	-	
2018 F-150 (T & D)	35,000	35,000	-	-	
Pressure Washer	10,000	10,000	-	-	
Trencher	10,000	10,000	-	-	
IT Upgrades	70,000	70,000	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
Total	20,090,000	12,975,000	6,815,000	300,000	144,452

Contracts		Total Contract Price	Total Paid	Remaining
Wagner & Bonsignore	Water Rights Engineer	Open	98,321.61	Open
De Novo Planning Group	Water Rights Engineer	306,430.00	204,558.74	101,871.26
Genterra Consultants	Spillway Investigation	360,214.00	346,099.32	14,114.68
Water Works	B-Reservior	773,964.00	739,728.26	34,235.74
Water Works	NPDES Permit	158,906.00	67,037.11	91,868.89
Water Works	Project Management Services	1,000,000.00	-	1,000,000.00
Firestorm	Arborist Services	26,880.00	-	26,880.00
		<b>TOTAL OUTSTANDING OBLIGATIONS</b>		<b><u>1,268,970.57</u></b>



Paradise Irrigation District

# Expense Approval Report

By Vendor Name

Payment Dates 04/01/2019 - 04/30/2019

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
<b>Vendor: 01016 - Access Information Protected</b>					
04/19/2019	53012	Bulk Shredding - Office			161.37
04/19/2019	53012	Bulk Shredding - Office/Shop			162.45
<b>Vendor 01016 - Access Information Protected Total:</b>					<b>323.82</b>
<b>Vendor: 02957 - Aflac</b>					
04/05/2019	DFT0003223	Montly Aflac Invoice			330.18
04/19/2019	DFT0003247	Montly Aflac Invoice			279.31
<b>Vendor 02957 - Aflac Total:</b>					<b>609.49</b>
<b>Vendor: 03066 - Airgas USA, LLC</b>					
04/19/2019	53013	Job #18-F1 - Welding Supplies			530.07
<b>Vendor 03066 - Airgas USA, LLC Total:</b>					<b>530.07</b>
<b>Vendor: 02840 - American Messaging</b>					
04/08/2019	52984	Standby Pager - Shop			37.53
<b>Vendor 02840 - American Messaging Total:</b>					<b>37.53</b>
<b>Vendor: 01068 - Aramark Uniform Services</b>					
04/08/2019	52985	Janitorial Supplies/Uniforms - S...			186.80
04/08/2019	52985	Janitorial Supplies/Uniforms			110.09
04/08/2019	52985	Janitorial Supplies/Uniforms - S...			194.96
04/08/2019	52985	Janitorial Supplies/Uniforms			105.19
04/08/2019	52985	Janitorial Supplies/Uniforms			191.24
04/08/2019	52985	Janitorial Supplies/Uniforms			106.67
04/19/2019	53014	Janitorial Supplies/Uniforms			192.57
04/19/2019	53014	Janitorial Supplies/Uniforms			105.82
04/19/2019	53014	Janitorial Supplies/Uniforms			192.57
04/26/2019	53068	Janitorial Supplies / Uniforms - ...			80.63
04/26/2019	53068	Janitorial Supplies / Uniforms - ...			192.57
04/26/2019	53068	Janitorial Supplies / Uniforms - ...			101.97
<b>Vendor 01068 - Aramark Uniform Services Total:</b>					<b>1,761.08</b>
<b>Vendor: 01082 - AT&amp;T</b>					
04/08/2019	52986	Phone Line - Office/Shop/TP			958.06
04/19/2019	53015	Phone Lines - Office/Shop/TP			899.80
<b>Vendor 01082 - AT&amp;T Total:</b>					<b>1,857.86</b>
<b>Vendor: 01083 - AT&amp;T</b>					
04/08/2019	52987	B Res / A Tank Alarm			34.23
04/08/2019	52987	B Res / A Tank Alarm			34.23
04/08/2019	52987	JOB #18-F1 - Phone Lines			1,449.61
04/19/2019	53016	B Res / A Tank Alarm			33.03
04/19/2019	53016	B REs / A Tank Alarm			33.03
<b>Vendor 01083 - AT&amp;T Total:</b>					<b>1,584.13</b>
<b>Vendor: 03016 - BB&amp;T Governmental Finance</b>					
04/08/2019	52988	Interest Expense			34,768.86
<b>Vendor 03016 - BB&amp;T Governmental Finance Total:</b>					<b>34,768.86</b>
<b>Vendor: 02870 - Boot Barn, Inc</b>					
04/08/2019	52989	Safety Supplies - TW			125.00
04/19/2019	53017	Safety Supplies - MC			125.00
<b>Vendor 02870 - Boot Barn, Inc Total:</b>					<b>250.00</b>
<b>Vendor: 01220 - Butte County AQMD</b>					
04/19/2019	53018	Permits - Shop/TP			255.50
04/19/2019	53018	Permits - Shop/TP			255.50
<b>Vendor 01220 - Butte County AQMD Total:</b>					<b>511.00</b>

## Expense Approval Report

Payment Dates: 04/01/2019 - 04/30/2019

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
<b>Vendor: 01256 - California State Disbursement Unit</b>					
04/08/2019	52990	Garnishment			225.23
04/19/2019	53019	Garnishment			225.23
<b>Vendor 01256 - California State Disbursement Unit Total:</b>					<b>450.46</b>
<b>Vendor: 03049 - California Water Service</b>					
04/08/2019	52991	JOB #18-F1 - Labor and Equipm...			331,747.34
04/26/2019	53087	Job #18-F1 Labor & Equipment ...			392,339.27
<b>Vendor 03049 - California Water Service Total:</b>					<b>724,086.61</b>
<b>Vendor: 02971 - Capital One Public Funding, LLC</b>					
04/26/2019	53069	Interest Payment			26,087.60
<b>Vendor 02971 - Capital One Public Funding, LLC Total:</b>					<b>26,087.60</b>
<b>Vendor: 01285 - Chico Immediate Care</b>					
04/26/2019	53070	Physicals - DMV & Pre-employ...			165.00
<b>Vendor 01285 - Chico Immediate Care Total:</b>					<b>165.00</b>
<b>Vendor: 01071 - Clarice Armstrong</b>					
04/26/2019	53071	Training - CPR/AED & FA			1,050.00
<b>Vendor 01071 - Clarice Armstrong Total:</b>					<b>1,050.00</b>
<b>Vendor: 03065 - Comcast Business</b>					
04/19/2019	53021	Internet - Office			881.83
<b>Vendor 03065 - Comcast Business Total:</b>					<b>881.83</b>
<b>Vendor: 01320 - Comcast</b>					
04/19/2019	53020	Internet			249.04
04/19/2019	53020	Internet			108.16
04/19/2019	53020	Internet			112.36
04/19/2019	53020	Internet			129.25
<b>Vendor 01320 - Comcast Total:</b>					<b>598.81</b>
<b>Vendor: 02905 - COMP, Inc.</b>					
04/08/2019	52992	Physicals - Pre-employment			243.00
<b>Vendor 02905 - COMP, Inc. Total:</b>					<b>243.00</b>
<b>Vendor: 01356 - Cranmer Engineering, Inc.</b>					
04/26/2019	53072	Job #18-F1 - VOC Sampling Distr...			7,100.00
<b>Vendor 01356 - Cranmer Engineering, Inc. Total:</b>					<b>7,100.00</b>
<b>Vendor: 01552 - Davi, Bruce</b>					
04/19/2019	53022	Weed Control - Office			200.00
04/19/2019	53022	Weed Control - Shop			775.00
04/19/2019	53022	Weed Control - TP			500.00
04/26/2019	53073	Building & Grounds Maint			1,725.00
04/26/2019	53073	Building & Grounds Maint			200.00
<b>Vendor 01552 - Davi, Bruce Total:</b>					<b>3,400.00</b>
<b>Vendor: 01474 - Eagles Security Systems</b>					
04/26/2019	53074	Building Security - Office			120.00
04/26/2019	53074	Building Security - Shop			363.00
<b>Vendor 01474 - Eagles Security Systems Total:</b>					<b>483.00</b>
<b>Vendor: 01480 - Employment Development Dept.</b>					
04/08/2019	DFT0003236	State Income Tax Withholding			-36.98
04/08/2019	DFT0003239	State Disability Withholding			-3.62
04/08/2019	DFT0003225	State Income Tax Withholding			3,472.37
04/08/2019	DFT0003228	State Disability Withholding			866.82
04/08/2019	DFT0003231	State Income Tax Withholding			144.71
04/08/2019	DFT0003234	State Disability Withholding			42.75
04/22/2019	DFT0003249	State Income Tax Withholding			4,112.65
04/22/2019	DFT0003252	State Disability Withholding			910.83
<b>Vendor 01480 - Employment Development Dept. Total:</b>					<b>9,509.53</b>
<b>Vendor: 01482 - Employment Development Dept.</b>					
04/19/2019	53023	Unemployment Reimbursement..			4,950.00
<b>Vendor 01482 - Employment Development Dept. Total:</b>					<b>4,950.00</b>

## Expense Approval Report

Payment Dates: 04/01/2019 - 04/30/2019

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
<b>Vendor: 01521 - Fastenal Co</b>					
04/26/2019	53075	Construction & Maint. Supplies			209.52
04/26/2019	53075	Construction & Maint. Supplies			111.25
04/26/2019	53075	Construction & Maint. Supplies			157.88
<b>Vendor 01521 - Fastenal Co Total:</b>					<b>478.65</b>
<b>Vendor: 01526 - Federal Express Corp.</b>					
04/26/2019	53076	Postage			50.42
<b>Vendor 01526 - Federal Express Corp. Total:</b>					<b>50.42</b>
<b>Vendor: 01527 - Ferguson Enterprises, Inc</b>					
04/08/2019	52993	JOB#18-F1 - Construction & Ma...			85.80
04/19/2019	53024	Job #18-F1 - Construction & Ma...			75.08
<b>Vendor 01527 - Ferguson Enterprises, Inc Total:</b>					<b>160.88</b>
<b>Vendor: 01528 - FGL Environmental</b>					
04/08/2019	52994	JOB #18-F1 - Water Testing			88.00
04/08/2019	52994	JOB #18-F1 - Water Testing			52.00
04/08/2019	52994	JOB #18 - F1 - Water Testing			52.00
04/08/2019	52994	JOB #18-F1 - Water Testing			396.00
04/08/2019	52994	JOB #18-F1 - Water Testing			125.00
04/08/2019	52994	JOB #18-F1 - Water Testing			7,750.00
04/08/2019	52994	JOB #18-F1 - Water Testing			24.00
04/08/2019	52994	JOB #18-F1 - Water Testing			341.00
04/08/2019	52994	JOB #18-F1 - Water Testing			424.00
04/08/2019	52994	JOB #18-F1 - Water Testing			2,500.00
04/19/2019	53025	Job #18-F1 - Water Testing			276.00
04/19/2019	53025	Job #18-F1 - Water Testing			3,000.00
04/19/2019	53025	Job #18-F1 - Water Testing			1,250.00
04/19/2019	53025	Job #18-F1 - Water Testing			1,250.00
04/19/2019	53025	Job #18-F1 - Water Testing			1,250.00
04/19/2019	53025	Job #18-F1 - Water Testing			88.00
04/26/2019	53077	Job #18-F1 Water Sampling			375.00
04/26/2019	53077	Job #18-F1 Water Sampling			250.00
<b>Vendor 01528 - FGL Environmental Total:</b>					<b>19,491.00</b>
<b>Vendor: 01539 - Firestorm Wildland Fire Suppression, Inc.</b>					
04/19/2019	53026	JOB #18-F1 - Tree Removal			3,000.00
<b>Vendor 01539 - Firestorm Wildland Fire Suppression, Inc. Total:</b>					<b>3,000.00</b>
<b>Vendor: 02945 - Fiserv Solutions, LLC</b>					
04/08/2019	52995	Bank Charges - 2019-02			14.35
04/19/2019	53027	Bank Charges - 2019-03			10.18
<b>Vendor 02945 - Fiserv Solutions, LLC Total:</b>					<b>24.53</b>
<b>Vendor: 03046 - Harris &amp; Associates, Inc</b>					
04/19/2019	53028	Job #18-F1 - Emergency Disaster..			11,750.00
04/26/2019	53078	Job #18-F1 - Emergency Disaster..			960.00
<b>Vendor 03046 - Harris &amp; Associates, Inc Total:</b>					<b>12,710.00</b>
<b>Vendor: 02889 - Health Equity, Inc.</b>					
04/05/2019	DFT0003224	HSA Contribution			553.76
04/19/2019	DFT0003248	HSA Contribution			553.76
<b>Vendor 02889 - Health Equity, Inc. Total:</b>					<b>1,107.52</b>
<b>Vendor: 01673 - Herc Rentals</b>					
04/19/2019	53029	Job #18-F1 - Equipment Rental			2,089.75
04/19/2019	53029	Job #18-F1 - Equipment Rental			237.72
<b>Vendor 01673 - Herc Rentals Total:</b>					<b>2,327.47</b>
<b>Vendor: 01705 - Hunt &amp; Sons, Inc.</b>					
04/08/2019	52996	Fuel			1,300.40
04/08/2019	52996	Fuel			530.62
04/19/2019	53030	Fuel			602.27
04/26/2019	53079	Fuel			1,321.52

## Expense Approval Report

Payment Dates: 04/01/2019 - 04/30/2019

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
04/26/2019	53079	Fuel			970.72
Vendor 01705 - Hunt & Sons, Inc. Total:					4,725.53
<b>Vendor: 01713 - I.B.E.W. Local Union 1245</b>					
04/08/2019	52997	Union Dues			867.95
04/08/2019	52997	Union Dues			-40.00
04/08/2019	52997	Union Dues			33.51
04/08/2019	52997	Union Dues			-2.00
04/19/2019	53031	Union Dues			-55.61
04/19/2019	53031	Union Dues			778.83
04/19/2019	53031	Union Dues			-38.00
Vendor 01713 - I.B.E.W. Local Union 1245 Total:					1,544.68
<b>Vendor: 01716 - ICMA Retirement Trust-401</b>					
04/08/2019	1250	Retirement - 401(a) Match			2,074.97
04/08/2019	1250	Retirement - 401(a) Match			78.24
04/19/2019	1252	Retirement - 401(a) Match			2,083.69
Vendor 01716 - ICMA Retirement Trust-401 Total:					4,236.90
<b>Vendor: 01715 - ICMA Retirement Trust-457</b>					
04/08/2019	1251	Retirement Trust - 457			2,074.97
04/08/2019	1251	Deferred Comp 457			6,440.83
04/08/2019	1251	Retirement Trust - 457			592.01
04/08/2019	1251	Retirement Trust - 457			1,961.49
04/08/2019	1251	Loan Payment			447.82
04/08/2019	1251	Loan Payment			125.00
04/08/2019	1251	Loan Payment			40.11
04/08/2019	1251	Loan Payment			184.94
04/08/2019	1251	Retirement Trust - 457			78.24
04/08/2019	1251	Deferred Comp 457			234.73
04/19/2019	1253	Retirement Trust - 457			2,083.69
04/19/2019	1253	Deferred Comp 457			6,466.92
04/19/2019	1253	Retirement Trust - 457			593.86
04/19/2019	1253	Retirement Trust - 457			1,961.49
04/19/2019	1253	Loan Payment			447.82
04/19/2019	1253	Loan Payment			125.00
04/19/2019	1253	Loan Payment			40.11
04/19/2019	1253	Loan Payment			184.94
Vendor 01715 - ICMA Retirement Trust-457 Total:					24,083.97
<b>Vendor: 02807 - Infosend</b>					
04/26/2019	53080	Postage			661.15
04/26/2019	53080	Postage			80.85
Vendor 02807 - Infosend Total:					742.00
<b>Vendor: 01720 - Inland Business Systems</b>					
04/19/2019	53032	Office Equipment Maint. - Office			446.84
Vendor 01720 - Inland Business Systems Total:					446.84
<b>Vendor: 01731 - Internal Revenue Service</b>					
04/08/2019	DFT0003237	FICA Withholding			-44.82
04/08/2019	DFT0003238	Fed Withholding			-79.52
04/08/2019	DFT0003240	Medicare Withholding			-10.48
04/08/2019	DFT0003226	FICA Withholding			10,651.60
04/08/2019	DFT0003227	Fed Withholding			9,001.71
04/08/2019	DFT0003229	Medicare Withholding			2,491.08
04/08/2019	DFT0003232	FICA Withholding			530.10
04/08/2019	DFT0003233	Fed Withholding			451.78
04/08/2019	DFT0003235	Medicare Withholding			123.98
04/19/2019	53033	Payroll Tax Fee			595.83
04/22/2019	DFT0003250	FICA Withholding			11,191.12
04/22/2019	DFT0003251	Fed Withholding			10,405.96
04/22/2019	DFT0003253	Medicare Withholding			2,617.30
Vendor 01731 - Internal Revenue Service Total:					47,925.64

## Expense Approval Report

Payment Dates: 04/01/2019 - 04/30/2019

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
<b>Vendor: 03057 - International Brotherhood of 137 TCWH</b>					
04/08/2019	52998	Union Dues Teamsters			182.31
04/19/2019	53034	Union Dues Teamsters			182.31
<b>Vendor 03057 - International Brotherhood of 137 TCWH Total:</b>					<b>364.62</b>
<b>Vendor: 01729 - Interstate Batteries of the Rogue River</b>					
04/08/2019	52999	Repairs			123.28
<b>Vendor 01729 - Interstate Batteries of the Rogue River Total:</b>					<b>123.28</b>
<b>Vendor: 01765 - J W Wood Co., Inc</b>					
04/08/2019	53000	JOB #18-F1 - COnstruction & Ma..			2,522.22
04/08/2019	53000	JOB #18-F1 - Construction & Ma...			1,506.39
<b>Vendor 01765 - J W Wood Co., Inc Total:</b>					<b>4,028.61</b>
<b>Vendor: 01905 - Minasian, Meith, Soares, Sexton &amp; Cooper, LLP</b>					
04/19/2019	53035	Legal Fees			1,752.39
04/19/2019	53035	Job #18-F1 - Legal Fees			23,143.69
<b>Vendor 01905 - Minasian, Meith, Soares, Sexton &amp; Cooper, LLP Total:</b>					<b>24,896.08</b>
<b>Vendor: 03045 - N.C.G.T. SECURITY FUND</b>					
04/19/2019	53036	Health			16,172.00
<b>Vendor 03045 - N.C.G.T. SECURITY FUND Total:</b>					<b>16,172.00</b>
<b>Vendor: 01977 - North Valley Barricade</b>					
04/08/2019	53001	JOB #18-F1 - Water Testing			134.06
<b>Vendor 01977 - North Valley Barricade Total:</b>					<b>134.06</b>
<b>Vendor: 03067 - North Valley Shuttle</b>					
04/19/2019	53037	Job #18-F1 - Shuttle Services			3,825.00
<b>Vendor 03067 - North Valley Shuttle Total:</b>					<b>3,825.00</b>
<b>Vendor: 01980 - Northern Recycling &amp; Waste Svcs</b>					
04/19/2019	53038	Garbage - Lake			17.33
04/19/2019	53038	Garbage - TP			42.83
04/19/2019	53038	Garbage - Shop			154.43
04/19/2019	53038	Garbage - Office			54.82
04/19/2019	53038	Job #18-F1 - Garbage			377.76
<b>Vendor 01980 - Northern Recycling &amp; Waste Svcs Total:</b>					<b>647.17</b>
<b>Vendor: 01950 - Northstate Aggregate, Inc.</b>					
04/19/2019	53039	Job #18-F1 - Construction & Ma...			471.83
04/19/2019	53039	Job #18-F1 - Construction & Ma...			150.00
04/19/2019	53039	Job #18-F1 - Construction & Ma...			468.47
04/19/2019	53039	Job #18-F1 - Construction & Ma...			908.36
04/19/2019	53039	Job #18-F1 - Construction & Ma...			479.53
04/19/2019	53039	Job #18-F1 - Construction & Ma...			449.92
04/19/2019	53039	Job #18-F1 - Construction & Ma...			452.51
04/19/2019	53039	Job #18-F1 - Construction & Ma...			269.38
<b>Vendor 01950 - Northstate Aggregate, Inc. Total:</b>					<b>3,650.00</b>
<b>Vendor: 01985 - NTU Technologies, Inc.</b>					
04/08/2019	53002	Zeta Floc 20			13,176.79
<b>Vendor 01985 - NTU Technologies, Inc. Total:</b>					<b>13,176.79</b>
<b>Vendor: 01995 - Office Depot</b>					
04/08/2019	53003	Office Supplies - Office			99.67
04/08/2019	53003	Office Supplies - Office			255.21
04/08/2019	53003	Office Supplies - Office			83.56
04/26/2019	53081	Office Supplies - Shop			102.93
04/26/2019	53081	Office Supplies - Office			234.90
04/26/2019	53081	Office Supplies - Shop			101.19
04/26/2019	53081	Office Supplies - Office			784.31
<b>Vendor 01995 - Office Depot Total:</b>					<b>1,661.77</b>
<b>Vendor: 02030 - Pace Supply</b>					
04/08/2019	53004	JOB #18-F1 - Construction & Ma...			1,709.78
04/08/2019	53004	JOB #18-F1 Construction & Mai...			536.36
04/08/2019	53004	Butterfly Valve			747.53

## Expense Approval Report

Payment Dates: 04/01/2019 - 04/30/2019

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
04/08/2019	53004	JOB #18-F1 - Construction & Ma...			2,675.72
04/26/2019	53082	Inventoryr - Contruction & Main...			2,900.94
Vendor 02030 - Pace Supply Total:					8,570.33
<b>Vendor: 02081 - Pacific Gas &amp; Electric Company</b>					
04/19/2019	53040	Geppetto North End			23.63
04/19/2019	53040	Paradise Dam #2 Park - Electric			93.87
04/19/2019	53040	Mag Res Filtration Plant - Electric			16,889.32
04/19/2019	53040	Moore Rd. ES Forest Service Rd			8.12
04/19/2019	53040	Pumping Station			9.85
04/19/2019	53040	Skyway Tank Res A			20.24
04/19/2019	53040	Moore Rd. ES Forest Service Rd			2,050.50
04/19/2019	53040	Lovely Ln. Res D			21.25
04/19/2019	53040	Nunnelly Road Ext. Tank Res #E			21.34
04/19/2019	53040	6344 Clark Road			290.37
04/19/2019	53040	6332 Clark			1,788.79
04/19/2019	53040	6332 Clark			793.01
04/19/2019	53040	Geppetto North End			22.95
04/19/2019	53040	Paradise Dam #2			89.66
04/19/2019	53040	Mag Res Filtration Plant			9,989.91
04/19/2019	53040	6344 Clark Rd			572.57
04/19/2019	53040	Moore Rd ES Forest Service Rd			1,817.11
04/19/2019	53040	Frank Turner Way Res C			30.12
04/19/2019	53040	Lovely Ln N/End Tank Res D			20.53
04/19/2019	53040	Pumping Station			9.53
04/19/2019	53040	Skyway WS N/Clark Tank Res A			19.94
04/19/2019	53040	Nunnelly Rd Ext Tank ResE			20.68
04/19/2019	53040	6332 Clark Rd			1,839.46
04/19/2019	53040	6332 Clark Rd			766.97
Vendor 02081 - Pacific Gas & Electric Company Total:					37,209.72
<b>Vendor: 03068 - Paradise Alliance Church</b>					
04/26/2019	53083	Job #18-F1 - Community Meeti...			195.00
Vendor 03068 - Paradise Alliance Church Total:					195.00
<b>Vendor: 02049 - Parcel Quest</b>					
04/08/2019	53005	Subscription 05/01/2019 - 04/3...			2,500.00
Vendor 02049 - Parcel Quest Total:					2,500.00
<b>Vendor: 03048 - Plan B Professional Answering Sewrvice</b>					
04/19/2019	53041	Job #18-F1 - Answering Service			161.50
Vendor 03048 - Plan B Professional Answering Sewrvice Total:					161.50
<b>Vendor: 03063 - Purdue University</b>					
04/19/2019	53042	Job #18-F1 - Labor & Equipment			8,174.57
Vendor 03063 - Purdue University Total:					8,174.57
<b>Vendor: 03064 - Rexnord Industries LLC</b>					
04/19/2019	53043	Job #18-F1 - Construction & Ma...			348.85
Vendor 03064 - Rexnord Industries LLC Total:					348.85
<b>Vendor: 02185 - Roberts &amp; Brune Company</b>					
04/26/2019	53084	Construction & Maint. Supplies -..			41.93
Vendor 02185 - Roberts & Brune Company Total:					41.93
<b>Vendor: 02211 - Sabre Backflow, LLC.</b>					
04/19/2019	53044	Backflow Repair Parts			347.83
04/19/2019	53044	Backflow Calibration			303.16
Vendor 02211 - Sabre Backflow, LLC. Total:					650.99
<b>Vendor: 02362 - Thomas Ace Hardware</b>					
04/08/2019	53006	Construction & Maint. Supplies			7.71
04/08/2019	53006	Construction & Maint. Supplies -..			39.63
04/08/2019	53006	Construction & Maint. Supplies -..			32.72
04/08/2019	53006	Construction & Maint. Supplies -..			34.89
04/08/2019	53006	Construction & Maint. Supplies -..			173.02

## Expense Approval Report

Payment Dates: 04/01/2019 - 04/30/2019

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
04/08/2019	53006	Construction & Maint. Supplies -..			24.99
04/08/2019	53006	Construction & Maint. Supplies -..			60.76
04/19/2019	53045	Construction & Maint. Supplies			24.99
04/19/2019	53045	Construction & Maint. Supplies			8.51
04/19/2019	53045	Construction & Maint. Supplies			93.93
04/19/2019	53045	Construction & Maint. Supplies			21.10
04/19/2019	53045	Job #18-F1 - Construction & Ma...			79.90
04/19/2019	53045	Construction & Maint. Supplies			24.11
04/19/2019	53045	Job #18-F1 - Construction & Ma...			87.62
04/19/2019	53045	Job #18-F1 - Construction & Ma...			0.14
04/19/2019	53045	Construction & Maint. Supplies			11.26
04/19/2019	53045	Construction & Maint. Supplies			16.51
04/19/2019	53045	Construction & Maint. Supplies			225.68
04/19/2019	53045	Job #18-F1 - Construction & Ma...			8.29
04/19/2019	53045	Construction & Maint. Supplies			126.28
04/19/2019	53045	Construction & Maint. Supplies			140.08
04/26/2019	53085	Construction & Maint. Supplies -..			13.98
04/26/2019	53085	Construction & Maint. Supplies -..			212.03
04/26/2019	53085	Construction & Maint. Supplies -..			2.24
04/26/2019	53085	Janitorial Supplies - TP			19.05
04/26/2019	53085	Construction & Maint. Supplies -..			631.17
Vendor 02362 - Thomas Ace Hardware Total:					<b>2,120.59</b>
Vendor: 02964 - T-Mobile					
04/19/2019	53046	Fireflies - CS			354.30
Vendor 02964 - T-Mobile Total:					<b>354.30</b>
Vendor: 02394 - Tyler Technologies, Inc.					
04/19/2019	53047	Transaction Fee			1,105.65
04/19/2019	53047	Maintanence - 2019-05			200.00
Vendor 02394 - Tyler Technologies, Inc. Total:					<b>1,305.65</b>
Vendor: 02692 - United Rentals, Inc					
04/08/2019	53007	JOB #18-F1 - Equipment			3,242.11
Vendor 02692 - United Rentals, Inc Total:					<b>3,242.11</b>
Vendor: 02681 - Univar USA, Inc.					
04/19/2019	53048	Sodium Bisulfite - 25% Solution			1,356.72
Vendor 02681 - Univar USA, Inc. Total:					<b>1,356.72</b>
Vendor: 02824 - US Bank Corporate Payment System					
04/19/2019	53050	Job #18-F1 - Monthly Fee			19.99
04/19/2019	53050	Job #18-F1 - Monthly Fee			18.17
04/19/2019	53050	Job #18-F1 - Monthly Fee			192.00
04/19/2019	53050	Job #18-F1 - Monthly Fee			29.99
04/19/2019	53050	Job #18-F1 - Monthly Fee			14.99
04/19/2019	53050	Job #18-F1 - Monthly Fee			375.00
04/19/2019	53050	Job #18-F1 - Monthly Fee			13.99
04/19/2019	53050	Job #18-F1 - Monthly Fee			17.98
04/19/2019	53050	Job #18-F1 - Monthly Fee			13.99
04/19/2019	53050	Job #18-F1 - Monthly Fee			12.98
04/19/2019	53050	Job #18-F1 - Monthly Fee			199.99
04/19/2019	53050	Job #18-F1 - Monthly Fee			34.99
04/19/2019	53050	Job #18-F1 - Construction & Ma...			50.76
04/19/2019	53050	Job #18-F1 - Construction & Ma...			66.18
04/19/2019	53050	Job #18-F1 - Meals			20.80
04/19/2019	53050	Job #18-F1 - Fuel			48.07
04/19/2019	53050	Job #18-F1 - Meals			137.71
04/19/2019	53050	Job #18-F1 - Elecsys			8.00
04/19/2019	53050	Misc. Supplies - TP			35.38
04/19/2019	53050	Postage			16.17
04/19/2019	53050	Postage			13.75
04/19/2019	53050	Job #18-F1 - Meals			23.74
04/19/2019	53050	Meals			534.48

## Expense Approval Report

Payment Dates: 04/01/2019 - 04/30/2019

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
04/19/2019	53050	Meals			16.95
04/19/2019	53050	Parking			20.00
04/19/2019	53050	Travel			402.17
04/19/2019	53050	Travel			169.96
04/19/2019	53050	Job #18-F1 - Monthly Fee			12.99
Vendor 02824 - US Bank Corporate Payment System Total:					2,521.17
Vendor: 02688 - US Bank					
04/19/2019	53049	Bank Charges			1,800.00
Vendor 02688 - US Bank Total:					1,800.00
Vendor: 02699 - Valley-Wide Fasteners					
04/19/2019	53052	Construction & Maint. Supplies -..			57.04
Vendor 02699 - Valley-Wide Fasteners Total:					57.04
Vendor: 02703 - Verizon Wireless					
04/08/2019	53008	Mobile Phones			1,178.62
Vendor 02703 - Verizon Wireless Total:					1,178.62
Vendor: 02712 - VistaNet inc.					
04/08/2019	53009	Equipment Repairs - Office			165.00
04/08/2019	53009	JOB #18-F1 - Equipment Repairs...			2,259.10
Vendor 02712 - VistaNet inc. Total:					2,424.10
Vendor: 02714 - Wagner & Bonsignore					
04/19/2019	53053	Water Rights Petition			2,316.80
Vendor 02714 - Wagner & Bonsignore Total:					2,316.80
Vendor: 02787 - Zee Service Company					
04/26/2019	53086	Safety Supplies - Shop			481.50
04/26/2019	53086	Safety Supplies - TP			106.45
Vendor 02787 - Zee Service Company Total:					587.95
Grand Total:					1,090,093.03



## ***PARADISE IRRIGATION DISTRICT***

---

**TO: Board of Directors**  
**FROM: Kevin Phillips, District Manager**  
**DATE: May 10, 2019**  
**RE: PID Commercial Lease Agreement – 6360 Clark Road**  
**5/15/19 Board of Directors Meeting**

**Background:**

Jennifer Chavez, Owner of the Red Wagon, has submitted the following letter dated May 1, 2019 for Board consideration. Mrs. Chavez has been leasing the PID Commercial Office located at 6360 Clark Road, and is requesting consideration to allow her to continue using this space and holding off on rent payments and reassessing in the fall.

At a special meeting of the Board of Directors on December 5, 2018, Mrs. Chavez presented a request to the Board of Directors to defer rent for a few months until she had an opportunity to get her business back in operation following the Camp Fire. The Board opted to exercise a provision in the Agreement for total or partial damages to premises and exercised the 90 days as written in the lease. Rent was abated under the 90-day language. (The minutes and information from the December 5, 2018 Board meeting are also included).

---

Jennifer Chavez  
The Red Wagon  
6360 Clark Road  
Paradise, Ca. 95969

530-514-4080

---



5/1/19

Paradise Irrigation District  
Kevin Phillips & Board members

Dear Paradise Irrigation District,

I am writing to share my plan for the future of Red Wagon with you. I recently held my first painting class and to my surprise, it filled with children from our community! It was an incredible experience for all of the families that came. The kids painted their favorite memory from the homes they lost in the fire and it was very healing for them.

It has inspired me to push forward and continue business on the ridge. I don't know how the future will look, but I am optimistic that in time I will be able to capture more students.

I am planning on having Culligan set up a water system soon. I will officially reopen in June and will offer summer programs for the children that reside on the ridge. I am hoping that you would kindly consider allowing me to continue using the space but holding off on rent payments until I can reestablish more consistent business. Would you be willing to reassess this with me in the fall? I will have a better pulse on my customer base by then and can reevaluate how things are coming along. I would be very grateful for the opportunity to continue teaching and blessing families and children in our area.

Thank you for all of your support.

Sincerely,

Jennifer Chavez

Additional resource suggestions include the Army Corp of Engineers and the Rural Community Assistance Coalition.  
No Board action taken; information item only.

Manager Fortner reported the District completed a California Office of Emergency Services (Cal OES) Project Application for the California Disaster Assistance Act Program. The authorizing resolution designates the authorized representatives who have the authority to execute for and on behalf of PID.

CAL OES  
AUTHORIZING  
RESOLUTION NO.  
2018-14 ADOPTED  
(Item 6.b.)

It was moved by Director Kellogg and seconded by Director Prevot to adopt Authorizing Resolution No. 2018-14 designating the authorized representatives to execute for and file Cal OES project application and to provide to the Governor's Office of Emergency Services for all matters pertaining to disaster assistance on behalf of the Paradise Irrigation District. Directors' votes were polled as follows by roll call:

AYES: Directors Sulik, Rice, Prevot, Kellogg, and Wentland

NOES: None

ABSENT: None

**Motion Passes 5-0**

Staff apologized for the recent billing error and the confusion it has caused customers. Following the November 8 Camp Fire, staff worked to get the accounting system up to date. The error occurred as a result of combining the billing from October with a special pro-rated bill. The billing dates were indicated as November 1 to November 7. The correct period is October 1 to November 7. Staff has been responding to customer calls and will be distributing a corrected bill.

CUSTOMER BILLING  
UPDATE (Item 6.c.)

In reference to inquiries about the sealed rate versus disconnecting from service "readiness to serve," staff talked to other agencies that experienced similar disasters. Under PID Policy and Procedures, all meters are classified as "active" unless sealed upon request of the landowner (standby status), or by reason of conversion to the "discontinued service" category (permanent disconnect). When ready to reinstall a meter, the customer will not be charged for a new meter. Customers will be responsible to pay the actual cost to reconnect, including labor and materials.

Following input and discussion regarding the sealed rate, this topic will be scheduled on the agenda for the regular meeting of December 19 for Board review and direction regarding the sealed meter policy. PID will postpone billing until after the December meeting.

Board members reviewed the commercial lease agreement between PID and the Tenant - Jennifer Chavez, owner of The Red Wagon at 6360 Clark Road, Paradise. Email communication from the Tenant requested consideration to defer rent for a few months until she can get her business back in operation following the Camp Fire.

PID COMMERCIAL  
LEASE – 6360  
CLARK ROAD,  
PARADISE  
(Item 6.d.)

Attorney Emily LaMoe indicated there is a provision in the agreement for total or partial damages to premises and recommended the District exercise the 90 days as written in the lease. No Board action taken; rent is abated under the 90-day language.

Staff addressed comments regarding possible layoffs. At this point in time, the District's goal is to maintain staffing and evaluate further once the district receives additional information regarding potential funding.

STAFFING UPDATE  
DISCUSSION  
(Item 6.e.)

gborrayo

**From:** Jennifer Chavez <theredwagon@icloud.com>  
**Sent:** Saturday, December 01, 2018 9:23 AM  
**To:** gborrayo; Kevin Phillips; Keith O'Brien; Jim Ladrini  
**Subject:** Re: Commercial Lease Agreement with PID

Thank you for sending my lease agreement. I am working with my insurance company and hope to get into the property next week to assess the damage from all the smoke (or whenever the town allows us back in). Please forward this to the PID board:

Dear PID members and staff,  
I am sorry for all of you who may have lost your homes in the fire. This has been very tragic for all of us.

We lost our family home and vehicles as well. All of our immediate family that lived in town lost homes (a total of 8 houses lost in and also my Fathers business).  
I have not been able to get into my Red wagon yet and am hoping they will release us at some point next week.

I have filed a claim with my insurance agency as we predict most of my contents will be ruined from all the smoke damage.

My heart is broken, I loved being in that adorable building and have so many wonderful life memories from that season of my life.

I am hoping I can get it all cleaned up over time and continue business in Paradise. Unfortunately I can't take any students or bring in that income until I can access the building and set up my studio again.

I am hoping that you will consider allowing me to defer my rent for a few months until I can get things back up and running. This would be an enormous relief for me both financially and mentally.

Trying to find a home for my family and parents has not been an easy task and that is where all of my energy is needed and being used.

Thank you for considering this and thank you for providing such a beautiful place for me over the last few years to share with our community. God bless each of you and I will look forward to hearing from you. Thank you for all you have done for me, I will be forever grateful.

Kindly, Jen Chavez

Sent from my iPhone

> On Nov 27, 2018, at 4:17 PM, gborrayo <[gborrayo@paradiseirrigation.com](mailto:gborrayo@paradiseirrigation.com)> wrote:

>

> Hi Jen,

>

> Attached is the Lease Agreement you requested. In reference to your inquiry about the rent, please submit a letter in writing stating the consideration you're requesting. The best way to send this communication would be via email to me at: [gborrayo@paradiseirrigation.com](mailto:gborrayo@paradiseirrigation.com)

>

> The Board will be holding a special meeting on December 5th at 6:30 p.m. Please email your request by this Friday, November 30, or Monday morning, December 3rd. If this timeframe does not work, the Board will be holding its regular Board meeting on Wednesday, December 19.

>

> Thank you,

> Georgeanna Borrayo

> (530) 876-2039

> [gborrayo@paradiseirrigation.com](mailto:gborrayo@paradiseirrigation.com)

> <2016 LEASE AGR JENNIFER AND JOE CHAVEZ.pdf>



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

# COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 12/15)

Date (For reference only): 1/29/16

Paradise Irrigation District ("Landlord") and  
Donner and Joseph Chavez ("Tenant") agree as follows:  
1. PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 6360 Clark Rd  
Paradise, CA 95969 ("Premises"), which  
comprise approximately 100 % of the total square footage of rentable space in the entire property. See exhibit \_\_\_\_\_ for a further  
description of the Premises.

2. TERM: The term begins on (date) February 1, 2016 ("Commencement Date").  
(Check A or B):

- ☒ A. Lease: and shall terminate on (date) January 31, 2017 at 11:59 ☐ AM ☒ PM. Any holding over after the  
term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in  
paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and  
conditions of this agreement shall remain in full force and effect.
- ☐ B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at  
least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
- ☐ C. RENEWAL OR EXTENSION TERMS: See attached addendum \_\_\_\_\_

## 3. BASE RENT:

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

- ☒ (1) \$ 500.00 per month, for the term of the agreement.
- ☐ (2) \$ \_\_\_\_\_ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of  
each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor  
Statistics of the Department of Labor for All Urban Consumers ("CPI") for  
(the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI  
preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the  
Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the  
adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely  
reflects the CPI.
- ☐ (3) \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and  
\$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and  
\$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_
- ☐ (4) In accordance with the attached rent schedule.
- ☐ (5) Other: \_\_\_\_\_

B. Base Rent is payable in advance on the 1st (or ☐ ) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based  
on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month  
shall be prorated based on a 30-day period.

## 4. RENT:

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Paradise Irrigation District at (address)  
6332 Clark Rd, Paradise, CA 95969, or at any other  
location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

## 5. EARLY POSSESSION: Tenant is entitled to possession of the Premises on 1/29/16

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is  
☒ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is  
obligated to comply with all other terms of this agreement.

## 6. SECURITY DEPOSIT:

A. Tenant agrees to pay Landlord \$ 850.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return.  
(IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion  
as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges,  
non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or  
licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of  
Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the  
security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to  
Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the  
amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant.  
However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after  
deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials ( K ) ( \_\_\_\_\_ )

Tenant's Initials ( JK ) ( AC )

© 2015, California Association of REALTORS®, Inc.  
CL REVISED 12/15 (PAGE 1 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

CB Properties, 5848 Skyway Suite 1 Paradise, CA 95969  
Christine Boyle

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Phone: 530.877.8400

Fax: 530.877.6472

Clark Road



Premises: 6360 Clark RdDate: 1/29/16

## 7. PAYMENTS:

		TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From	<u>2/1/16</u> To <u>2/29/16</u>	\$ <u>500.00</u>	\$ <u>1/29/16</u>	\$ <u>0</u>	
B. Security Deposit		\$ <u>850.00</u>	\$ <u>1/29/16</u>	\$ <u>0</u>	
C. Other:	Category	\$	\$	\$	
D. Other:	Category	\$	\$	\$	
E. Total:		\$ <u>1,350.00</u>	\$ <u>1350.00</u>	\$ <u>0</u>	

8. **PARKING:** Tenant is entitled to 100% unreserved and 100% reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.
9. **ADDITIONAL STORAGE:** Storage is permitted as follows: in building + structure on site. The right to additional storage space ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.
10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 25.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.
11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: see #40 - other terms & conditions. Items listed as exceptions shall be dealt with in the following manner: \_\_\_\_\_.
12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.
13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant water paid by Landlord.
14. **PROPERTY OPERATING EXPENSES:**
- A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property.
- OR B. ☒ (If checked) Paragraph 14 does not apply.
15. **USE:** The Premises are for the sole use as The Red Wagon - Sewing and crafting studio. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.
16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
17. **MAINTENANCE:**
- A. Tenant OR ☒ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
- B. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and \_\_\_\_\_.

Landlord's Initials ( Kml ) ( \_\_\_\_\_ )Tenant's Initials ( JK ) ( JS )

CL REVISED 12/15 (PAGE 2 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.ziplogix.com](http://www.ziplogix.com)

Clark Road



Premises: 6360 Clark Rd

Date 1/29/16

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises. - see 240
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐ ) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or 5) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)
- All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$ 1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ \_\_\_\_\_, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials ( K ) ( \_\_\_\_\_ )

Tenant's Initials ( [Signature] ) ( \_\_\_\_\_ )

CL REVISED 12/15 (PAGE 3 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)

Produced with zipFirm® by zipFirm 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipfirm.com](http://www.zipfirm.com)

Clark Road



Premises: 6360 Clark RdDate 1/29/16

30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.

31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.

32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.

33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.

34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises ☐ has, or ☐ has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises ☐ has, or ☐ has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

### 35. DISPUTE RESOLUTION:

A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials KLTenant's Initials [Signature]Landlord's Initials ( KL ) ( )Tenant's Initials ( [Signature] ) ( )

CL REVISED 12/15 (PAGE 4 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.ziplogix.com](http://www.ziplogix.com)

Clark Real



Premises: 6360 Clark Rd Date 1/29/16

36. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Paradise Irrigation District  
6332 Clark Road  
Paradise, CA 95969

Tenant: Dominic & Joseph Chavez  
6360 Clark Road  
Paradise, CA 95969

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: For mutually agreed upon rent reduction from \$850 to \$500  
per month for one year lease, tenants have agreed the following improvements will be  
completed at their cost:  
1) Remove all carpeting & flooring and replace with new  
2) Prep and paint the entire interior  
3) Full interior clean including windows  
4) Replace all door seals and gaskets  
5) Add lighting  
Tenants are responsible for grounds maintenance including blowing roof of leaves & needles  
- Parking allowed on "both" sides of building - hot & gravel

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA)

41. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assigns and successors to the parties.

43. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent: CB Properties (Print Firm Name) is the agent of (check one):

☐ the Landlord exclusively; or ☒ both the Tenant and Landlord.

Selling Agent: CB Properties (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (KMP) ( )

Tenant's Initials (JC) (DC)

CL REVISED 12/16 (PAGE 5 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Clark Road



Premises: 6300 Clark Rd Date 1/29/16

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant [Signature] Date 1/29/16  
Jennifer Chavez  
(Print name)  
Address 4959 Lago Vista Way City Paradise State CA Zip 95969  
Tenant [Signature] Date 1/29/16  
Joseph Chavez  
(Print name)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

☐ GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_ Date \_\_\_\_\_  
Guarantor \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Address \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord [Signature] Date \_\_\_\_\_  
(owner or agent with authority to enter into this agreement)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(owner or agent with authority to enter into this agreement)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) CB Properties CalBRE Lic. # 01187597  
By (Agent) [Signature] CalBRE Lic. # 01187597 Date \_\_\_\_\_  
Christy Van Atta  
Address 5848 Skyway, Suite 1 City Paradise State CA Zip 95969  
Telephone (530)877-8400 Fax (630)877-6472 E-mail cbproperties@pacbell.net

Real Estate Broker (Listing Firm) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_  
By (Agent) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

© 2015, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, INC.  
a subsidiary of the California Association of REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



CL REVISED 12/15 (PAGE 6 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 [www.zipLogix.com](http://www.zipLogix.com)

Clark Reid



## ***PARADISE IRRIGATION DISTRICT***

---

**TO: Board of Directors**  
**FROM: Georgeanna Borrayo, District Secretary**  
**DATE: May 8, 2019**  
**RE: Butte Local Agency Formation Commission 2019 Election Ballot**  
**5/15/19 Board of Directors Meeting**

On October 26, 2018, the Butte Local Agency Formation Commission (LAFCO) called for nominations for one (1) Special District Regular "Non-Enterprise" Member position. The nomination period closed on Friday, December 31, 2018 and ballots were distributed for the two nominations received. Seventeen ballots were returned. The election is not valid as a quorum (21) of the special districts must complete and return their ballots. Therefore, the election period has been extended until Friday, July 5, 2019.

The recommended form of motion is:

"I move to nominate \_\_\_\_\_ for the Special District Regular "Non-Enterprise" Member position and authorize certification and submittal of the 2019 Election Ballot to Butte LAFCO."



BUTTE LOCAL AGENCY FORMATION COMMISSION  
1453 Downer Street, Suite C  
Oroville, CA 95965 – (530) 538-7784

## 2019 ELECTION BALLOT

### Special District *Regular "Non-Enterprise" Member*

There are two (2) nominations for the Special District **Regular** "Non-Enterprise" Member position. Please vote for **one** (1) nominee by marking the corresponding box. You may also vote for a write-in candidate.

- ☐ Tom Lando - Chico Area Recreation & Park District
- ☐ Al McGreehan - Paradise Area Recreation & Park District

☐

\_\_\_\_\_  
(Write in Candidate)

\_\_\_\_\_  
(Name of District)

#### PLEASE NOTE:

1. The nominee with the highest total number of votes will be deemed the **Regular "Non-Enterprise" Member**.
2. Should any nominee decline the position elected to, the remaining nominee will advance to that seat.

### Certification of Ballot

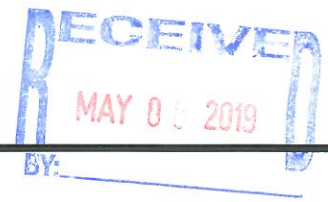
\_\_\_\_\_  
District Board Chair or Designee

\_\_\_\_\_  
District Manager/Secretary of the Board

\_\_\_\_\_  
District

\_\_\_\_\_  
Date

**Broderson, Jill**



**From:** Broderson, Jill  
**Sent:** Friday, May 03, 2019 4:02 PM  
**To:** Butte County Special Districts Association; Biggs-West Gridley Water District ; Butte Water District ; Lake Madrone Water District; Lake Oroville Area Public Utility District; Paradise Irrigation District; Richvale Irrigation District; South Feather Water & Power Agency ; Thermalito Water & Sewer District; Western Canal Water District; Western Canal Water District ; Bangor Cemetery District; Berry Creek Community Services District ; Butte County Mosquito & Vector Control District ; Butte County Resource Conservation District; Butte County Resource Conservation District; Butte County Resource Conservation District; Buzztail Community Services District ; Chico Area Recreation & Park District ; Drainage District #1; Drainage District #100 ; Drainage District #200; Durham Mosquito Abatement District; Durham Recreation & Park District ; El Medio Fire Protection District ; Feather River Recreation & Park District; Gridley-Biggs Cemetery District ; Kimshew Cemetery District ; Oroville Cemetery District; Oroville Mosquito Abatement District; Paradise Cemetery District; Paradise Recreation & Park District; Paradise Recreation & Park District ; Pine Creek Cemetery District ; Reclamation District No. 833 ; Richardson Springs Community Services District ; Rock Creek Reclamation District; Sacramento River Reclamation District; Thompson Flat Cemetery District; Thompson Flat Cemetery District; Upham Cemetery District; Upham Cemetery District  
**Cc:** Lucas, Steve; Stover, Joy  
**Subject:** THIRD NOTICE - Butte LAFCO - Election of a Special District Regular "Non-Enterprise" Member  
**Attachments:** Nomination Results (1-4-2019).pdf; Election Ballot (1-4-2019).pdf

On March 1, 2019, Butte LAFCO extended an election for a Special District *Regular* "Non-Enterprise" Member. Ballots were requested to be returned no later than 4:00 p.m., Friday, May 3, 2019. As of 4:05 p.m. on Friday, May 3, 2019, seventeen (17) ballots were returned. Those districts who have participated include:

- South Feather Water & Power Agency
- Western Canal Water District
- Butte County Mosquito & Vector Control District
- Butte Creek Drainage District
- Chico Area Recreation and Park District
- Drainage District #2
- Durham Recreation and Park District
- Oroville Cemetery District
- Paradise Recreation and Park District
- Rock Creek Reclamation District
- Thompson Flat Cemetery District
- Lake Madrone Water District
- Sacramento River Reclamation District
- Feather River Recreation and Park District
- Richvale Recreation and Park District
- Lake Oroville Area Public Utility District
- Richvale Irrigation District

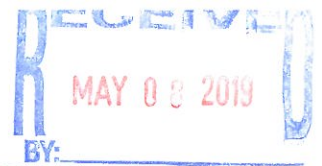
The election is not valid, as a quorum (21) of districts must complete and return their ballots. Please note that this process will repeat until such time ballots are received from a majority of the districts. Therefore, the election period has been extended until Friday, July 5, 2019. Those districts who have already submitted their votes need not vote again; however, those who have not, your participation is requested. Current Special District LAFCO representatives will continue to serve until such time a valid election is concluded or their term of office expires.

Attached is the original memorandum (Nomination Results, dated January 4, 2019) that explains the process, provides simple instructions and includes a ballot (Election Ballot, dated January 4, 2019). **This is an important ballot, as your Special District LAFCO Commissioner will be making decisions on budget issues, policies and projects that may have a direct impact on your district. Please participate in this election by submitting your vote.**

Should you have any questions, please feel free to contact Stephen Lucas, Executive Officer or myself at 538-7784. Thank you.

Jill Broderson  
Management Analyst  
Butte Local Agency Formation Commission  
1453 Downer Street, Suite C  
Oroville, CA 95965  
☎ (530) 538-3825 ~ 📠 (530) 538-2847  
✉ [jbroderson@buttecounty.net](mailto:jbroderson@buttecounty.net) ~ [www.buttelafo.org](http://www.buttelafo.org)

E-MAIL DISCLAIMER: This e-mail and any attachment thereto may contain private, confidential, and privileged material for the sole use of the intended recipient. Any review, copying, or distribution of this e-mail (or any attachments thereto) by other than the County of Butte or the intended recipient is strictly prohibited. If you are NOT the intended recipient, please contact the sender immediately and permanently delete the original and any copies of this e-mail and any attachments thereto.



## BUTTE LOCAL AGENCY FORMATION COMMISSION

1453 Downer Street, Suite C • Oroville, California 95965-4950  
(530)538-7784 • Fax (530)538-2847 • www.buttelafo.org

TO: Butte County Special Districts  
Butte County Special District Association

FROM: Stephen Lucas, Executive Officer  
Jill Broderson, Management Analyst

SUBJECT: Nomination Results for Special District Regular "Non-Enterprise" Member

DATE: January 4, 2019

### Nominations Requested

On October 26, 2018, the Butte Local Agency Formation Commission called for nominations for:

- One (1) Special District **Regular "Non-Enterprise"** Member.

The seat was most recently held by Tom Lando from the Chico Area Recreation District. Due to a conflict of interest, Mr. Lando resigned from his seat on LAFCO; therefore, his seat on LAFCO was vacated mid-term with a remaining term to expire in May 31, 2021.

### Nominations Received

The nomination period closed on Friday, December 31, 2018. The following two nominations were received:

- Tom Lando, Director, Chico Area Recreation & Park District ("Non-Enterprise").
- Al McGreehan, Director, Paradise Recreation & Park District ("Non-Enterprise").

Therefore, the Butte Local Agency Formation Commission is conducting an election for:

- One (1) Special District **Regular "Non-Enterprise"** Member; and

The remaining term for the vacated seat will May 31, 2021.

#### PLEASE NOTE:

1. The nominee with the highest total number of votes will be deemed the **Regular "Non-Enterprise"** Member.
2. Should any nominee decline the position elected to, the remaining nominee will advance to that seat.

Instructions:

1. Votes shall be made by official action of the Districts' Board of Directors.
2. Ballots shall be certified by the signature of the Chair, or an alternate District Board Member chosen by the Districts' Board for the purpose of signing the attached ballot AND counter-signed by the Districts' General Manager/Secretary of Board.
3. Ballots shall be returned no later than **4:00 p.m. on Friday, March 1, 2019**. Ballots postmarked after the closing date will not be accepted.
4. Districts may submit their ballots one of the following ways:

Hand Delivered	Electronic Mail	Certified Mail
Stephen Lucas Executive Officer Butte LAFCO 1453 Downer Street, Suite C Oroville, CA 95965	<a href="mailto:slucas@buttecounty.net">slucas@buttecounty.net</a>	Stephen Lucas Executive Officer Butte LAFCO 1453 Downer Street, Suite C Oroville, CA 95965

5. District ballots returned by electronic mail shall be scanned copies of the original signed certified ballot.
6. If you do not have a District Board meeting scheduled within this time frame, a special meeting shall be scheduled in order to submit a valid ballot.

**In order for the election to be valid, a quorum (21) of districts must complete and return their ballots. Otherwise, the process will repeat until such time we receive ballots from a majority of the districts.** This is an important ballot, as your Special District LAFCO Commissioner will be making decisions on budget issues, policies and projects that may have a direct impact on your district. Please participate in this election and submit your vote.

Should you have any questions, please feel free to contact myself or Jill Broderson, Management Analyst at your convenience.

Attachment