



# PARADISE IRRIGATION DISTRICT

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

## AGENDA

**SPECIAL MEETING  
PARADISE IRRIGATION DISTRICT  
BOARD OF DIRECTORS  
DURHAM MEMORIAL HALL  
9319 Midway, Durham, CA 95938**

**WEDNESDAY, DECEMBER 5, 2018 – 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
  - b. Roll Call
- 2. APPROVAL OF CONSENT CALENDAR: *Action may be taken.*
  - a. Approval of Meeting Agenda Order
  - b. Approval of Minutes: Special Meeting of November 19, 2018
- 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. UNFINISHED BUSINESS – APPROVAL OF CHECKS FOR THE MONTH OF OCTOBER (Continued from November 19, 2018 special meeting):
  - a. Approval of General Fund Check Numbers 52467 through 52579 for the month of October, 2018 totaling \$595,877.33, exclusive of voided check number 52503, and authorization of a similar amount allowing or adjusting for extraordinary budget or Board approved items during the month of November. *Action may be taken.*
- 5. APPROVAL OF CHECKS FOR THE MONTH OF NOVEMBER:
  - a. Approval of General Fund Check Numbers 52585 through 52617 for the month of November, 2018 totaling \$170,334.86, exclusive of voided check numbers 52580 through 52584 and voided check 52618, and authorization of a similar amount allowing or adjusting for extraordinary budget or Board approved items during the month of December. *Action may be taken.*
- 6. NEW BUSINESS:
  - a. FACILITIES STATUS REPORT UPDATE: *Information item only.*

- b. CALIFORNIA OFFICE OF EMERGENCY SERVICES RESOLUTION-DESIGNATION OF APPLICANT'S AGENT: Adopt Resolution No. 2018-14 designating individuals that are authorized to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants regarding matters pertaining to Authorized Agents to execute documents on behalf of the Paradise Irrigation District. *Action may be taken.* **(Roll Call Vote)**
- c. CUSTOMER BILLING UPDATE DISCUSSION: *Action may be taken.*
- d. PID COMMERCIAL PROPERTY LEASE – 6360 CLARK ROAD, PARADISE: Review and discussion regarding request from Jennifer Chavez to consider deferring rent pertaining to the commercial lease with PID for 6360 Clark Road in Paradise (The Red Wagon). *Action may be taken.*
- e. STAFFING UPDATE DISCUSSION: *Information item only.*
- 7. CLOSED SESSION:
  - a. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6). Agency Designated Representative Emily LaMoe. Negotiations with IBEW and Teamsters Local 137.
- 8. DIRECTORS' COMMENTS
- 9. ADJOURNMENT

CONSENT CALENDAR  
SPECIAL MEETING  
PARADISE IRRIGATION DISTRICT  
BOARD OF DIRECTORS

WEDNESDAY, DECEMBER 5, 2018 – 6:30 PM

- A. APPROVAL OF MEETING AGENDA ORDER
- B. APPROVAL OF MINUTES FOR SPECIAL MEETING OF NOVEMBER 19, 2018

MINUTES

SPECIAL MEETING  
BOARD OF DIRECTORS  
PARADISE IRRIGATION DISTRICT  
NOVEMBER 19, 2018

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

OPENING

BOARD MEMBERS PRESENT: Directors Marc Sulik, Vice-President Anne Rice, Bob Prevot, Bill Kellogg, and President Dan Wentland

ROLL CALL

BOARD MEMBERS ABSENT: None

STAFF PRESENT: District Manager Ed Fortner, CFO/Treasurer Kevin Phillips

ALSO PRESENT: Attorney Emily LaMoe and members of the public

Board members reviewed consent calendar items as follows:

APPROVAL OF  
CONSENT  
CALENDAR  
(Item 2.a. – 2.c.)

2.a. Approval of Meeting Agenda Order

2.b. Approval of Invoice: ACWA 2019 Annual Agency Dues

2.c. Approval of Minutes: November 12, 2018 Emergency Meeting

It was moved by Director Rice and seconded by President Wentland to approve the consent calendar as presented.

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

NOES: None

ABSENT: None

**Motion passes 5-0**

Ward Habriel commented on the following: 1) Posting the agenda at the Town Hall in downtown Chico; 2) The Paradise Garden Club plans on continuing; 3) Suggested turning the Magalia Dam into four lanes and expanding infrastructure by raising the height and rebuilding Magalia Dam to increase water storage; and 4) Hydrants in Paradise ran out of water as a result of the Camp Fire.

PUBLIC  
PARTICIPATION  
(Item 3)

Registered Civil Engineer Mark Carey with MC Engineering, Inc. extended an offer of assistance from their firm. MC Engineering assisted the community in Lake County to help with grant funding after the floods.

Adam Stephens inquired about the timeline to be able to use potable water. Manager Fortner indicated the timeframe is somewhat unknown. Realistically, it could be 6 to 12 months before fully potable water is available. The Water Treatment Plant has been pumping water into the system the entire time. As a result of the Camp Fire, the Paradise Irrigation District has issued a boil water notice as a safety precaution as much of the District's water delivery system has been dewatered and there was damage to the membrane of the B Reservoir.

PID Lake Patrolman Greg Dobbs reported Paradise Lake is intact and pristine and commented on the possibility of selling water; i.e. wholesale. Manager Fortner indicated PID's sphere of influence and water rights are limited and this would be a factor for selling water.

DISTRICT  
MANAGER'S  
REPORT  
(Item 4.)

Manager Fortner provided an update on the following:

- 1) CFO Kevin Phillips has been working around the clock to attend meetings for emergency response participants; commended PID staff for their hard work, and we have support from the Board of Directors.
- 2) WTP Maintenance Supervisor Bill Taylor and staff have maintained the distribution of water. Services have been recovered from Skyway to Pearson (Town Hall). Resources are now being rerouted to locate facilities before PG&E reestablishes service. This work is being performed under a Mutual Aid Agreement with Cal Water. Costs will be borne by CalOES, which will pay Cal Water to assist in the location of facilities for PG&E.
- 3) At the Emergency Operations meeting this evening, reports indicate 22,000 people have been repopulated back into the unaffected areas of Magalia and the perimeter.
- 4) IT Consultants have provided office space for PID and set up computers at no cost.
- 5) A challenge will be to bridge the gap of the lost revenue for PID. Customers will come back incrementally. Some customers are paying a sealed meter rate, but eventually, they may pull the meter.
- 6) Tentatively secured Ken Leep with Harris & Associates as a consultant to engage with CalOES.
- 7) It is important to continue efforts to reach out to legislators. Town Manager Lauren Gill and I strategized about developing a unified voice when speaking with legislators. Looking for ten years of revenue replacement; \$10 million dollars of assistance. Repopulation will be a three to five year process.

TREASURER'S  
REPORT  
(Item 5)

CFO Phillips reported the District is at a crossroads. Expenses remain, but there is no revenue. PID has opportunities to get insurance reimbursement, as well as financial assistance through Cal OES and FEMA and is looking at every option to replace revenue. A lot of decisions will need to be made in the future. Without revenue you cannot entertain improvement projects, so PID needs revenue replacement monies quickly. Projection shows that in six months PID will be out of money. Emergency legislation is necessary to fund the Town and PID. Everyone will need to work together to lobby for funding. Ten years of revenue is necessary to allow for the reestablishment of PID, so that the town can rebuild.

Director Kellogg communicated concerns about having the income to support \$300,000 in payroll and evaluating employee layoffs beginning with mid-management. Recommended holding a future closed session for further discussion with regard to layoffs. Director Kellogg added the Board should waive health benefits and stipends.

A lot of people are hoping to get back into Paradise and need the assurance of water. Following a question raised about assessing the property for fees, staff confirmed policies and procedures do not allow for it. All accounts have been placed in a sealed status, which means the billing will remain in effect at a reduced rate and water will be available to the customer as soon as possible. If a customer pulls their meter, the owner will be responsible to pay the actual cost to reconnect and won't guarantee from the mainline to meter. Recommended further discussion at the next meeting.

Additional comments included: 1) Automated meter reading system – Thousands of dollars in the AMR system that are worthless now and whether PID can return those systems to refund money; 2) Important to involve everyone in discussions to cut costs; and 3) If the Town of Paradise really wants to do a sewer system, PID should be a part of it.

*No Board action taken; information item only.*

Approval of General Fund Check Numbers 52467 through 52579 for the month of October, 2018 totaling \$595,877.33, exclusive of voided check number 52503, and authorization of a similar amount allowing or adjusting for extraordinary budget or Board approved items during the month of November. *Agenda item tabled until next month.*

APPROVAL OF  
CHECKS FOR THE  
MONTH OF  
OCTOBER, 2018  
(Item 6 – Tabled)

Teamsters Local 137 – Contract Ratification (Continued from October 17, 2018 Board of Directors Meeting). Manager Fortner reported Administration recommends that the Board ratify the changes to the Memorandum of Understanding with the Management Unit.

UNFINISHED  
BUSINESS:

TEAMSTERS LOCAL  
137 – CONTRACT  
RATIFICATION  
(Item 7.a.)

It was moved by Director Sulik and seconded by Director Rice to ratify Proposed Tentative Agreement between Paradise Irrigation District and Teamsters Union 137, and update the terms of the Agreement in the Rules and Regulations Governing Employment Conditions, Salaries, and Benefits of Employees in the Management Unit effective July 1, 2018 through June 30, 2021.

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

NOES: None

ABSENT: None

**Motion passes 5-0**

Assistant District Manager Position Description (Continued from August 15, 2018 Board of Directors Meeting). President Wentland reported the Administration & Personnel Committee met on November 6 to review and discuss the proposed job description for Assistant District Manager for possible reclassification of the Chief Financial Officer to Assistant District Manager. There will be no pay increase for the title change. The committee recommends the change in job title.

ASSISTANT  
DISTRICT MANAGER  
POSITION  
DESCRIPTION  
(Item 7.b.)

It was moved by Director Rice and seconded by Director Prevot to authorize approval that Kevin Phillips' job title be changed from Chief Financial Officer to Assistant District Manager.

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

NOES: None

ABSENT: None

**Motion passes 5-0**

Manager Fortner recommended joining the California Water/Wastewater Agency Response Network (CalWARN). The mission of the CalWARN Network is to support and promote statewide emergency preparedness, disaster response, and mutual assistance processes for public and private water and wastewater utilities.

NEW BUSINESS:  
  
CALIFORNIA WATER  
AGENCY  
RESPONSE  
NETWORK  
MEMBERSHIP  
(CalWARN MUTUAL  
AID ASSISTANCE  
AGREEMENT  
APPROVED)  
(Item 8.a.)

It was moved by Director Prevot and seconded by Director Rice to authorize the District Manager to join the CalWARN Water/Wastewater Agency Response Network 2007 Omnibus Mutual Assistance Agreement.

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

NOES: None

ABSENT: None

**Motion passes 5-0**

It was moved by Director Rice and seconded by President Wentland to adopt Resolution No. 2018-13 authorizing the filing of the grant application, certifying the District has sufficient resources for the project, and designates the District Manager as its authorized representative to execute documents.

FIRE PREVENTION  
GRANT  
APPLICATION  
(Item 8.b.)

CONTINUED –  
RES. No. 2018-13  
FOR FIRE  
PREVENTION  
GRANT PROGRAM

AYES: Directors Sulik, Rice, Prevot, Kellogg, and Wentland  
NOES: None  
ABSENT: None  
**Motion passes 5-0**

BCSDA BYLAWS  
AMENDMENT AND  
2019 ANNUAL DUES  
& CERTIFICATE FOR  
LIABILITY  
COVERAGE  
(Item 8.c.)

Proposed revisions of the current Bylaws of the Butte County Special Districts Association (BCSDA) address the minimum number of meetings held by the Executive Board, quorum of the Executive Board, and methods of communication. Additionally, the BCSDA 2019 annual membership dues are \$25. If the Board wishes to continue membership, the Certificate of Liability Coverage form must be signed and returned with the annual dues.

It was moved by Director Rice and seconded by President Wentland to authorize the District Manager or authorized representative to submit a vote to approve the changes in Bylaws, and to continue membership in the BCSDA for the year 2019 and execute the Certificate of Liability Coverage form on behalf of Paradise Irrigation District.

AYES: Directors Sulik, Rice, Prevot, Kellogg, and Wentland  
NOES: None  
ABSENT: None  
**Motion passes 5-0**

HARRIS &  
ASSOCIATES  
APPROVED TO  
PROVIDE  
CONSULTING  
SERVICES  
RELATING TO THE  
CURRENT  
EMERGENCY  
CONDITIONS  
CAUSED BY THE  
CAMP FIRE  
(Item 8.d.)

Staff reported Ken Leep with Harris & Associates has been assisting Paradise Irrigation District with CalOES and FEMA related to the current emergency conditions caused by the Camp Fire. Mr. Leep is a retired CalOES official and has assisted PID with identifying contracts and state and federal processes for disaster relief assistance.

It was moved by Director Sulik and seconded by Director Rice to employ Harris & Associates for general services in an amount not to exceed \$20,000 and authorize the District Manager to execute a consultant agreement subject to legal review.

AYES: Directors Sulik, Rice, Prevot, Kellogg, and Wentland  
NOES: None  
ABSENT: None  
**Motion passes 5-0**

SPECIAL MEETING  
DATE SET FOR  
DECEMBER 5, 2018  
at 6:30 PM

By unanimous support, the Board set a special meeting date on Wednesday, December 5, 2018 at 6:30 p.m. to communicate updates and hold discussion regarding any matters relating to the emergency conditions resulting from the Camp Fire. The location is to be determined.

DIRECTORS'  
COMMENTS  
(Item 9)

Director Sulik: Thanked the employees for being there for PID and acknowledged this is a hard time.

Director Rice: Expressed appreciation to the employees and commented safety is paramount, and utilizing the proper safety equipment as we continue to work through the assessment process is important.

Director Kellogg: Commented on cooperation of work through staff and liked the ideas from Clint with regard to additional fat to trim.

Director Prevot: Discussed the residency requirement.

President Wentland: A news agency called to inquire about PID's system and he advised that everything is pretty much intact. Staff confirmed PID has begun building up water in the system down Skyway to Pearson Road, but had to pull off to do locates for PG&E.

CONTINUED –  
DIRECTORS'  
COMMENTS

It was moved by President Wentland to adjourn the meeting. The special meeting was adjourned at 8:40 p.m.

ADJOURNMENT

\_\_\_\_\_  
Georgeanna Borrayo, Secretary

\_\_\_\_\_  
Daniel Wentland, President

PENDING BOARD APPROVAL





Paradise Irrigation District

# Expense Approval Report

By Vendor Name

Payment Dates 10/01/2018 - 10/31/2018

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
<b>Vendor: 01016 - Access Information Protected</b>					
10/19/2018	52546	Bluk Shred - Shop			77.37
10/19/2018	52546	Bulk Shredding - Office			77.38
<b>Vendor 01016 - Access Information Protected Total:</b>					<b>154.75</b>
<b>Vendor: 01021 - ACWA/JPIA</b>					
10/24/2018	52575	Auto & General Liability Program			93,013.80
10/05/2018	52484	Work Comp - 10/1/14 - 12/31/...			18,819.89
<b>Vendor 01021 - ACWA/JPIA Total:</b>					<b>111,833.69</b>
<b>Vendor: 01022 - ACWA/JPIA</b>					
10/19/2018	52547	Health - Dental			2,968.83
10/19/2018	52547	Health - Life/AD&D			767.20
10/19/2018	52547	Health - EAP			89.30
10/19/2018	52547	Health - Medical			60,795.28
10/19/2018	52547	Health - Vision			747.77
<b>Vendor 01022 - ACWA/JPIA Total:</b>					<b>65,368.38</b>
<b>Vendor: 02957 - Aflac</b>					
10/05/2018	DFT0002969	Montly Aflac Invoice			345.84
10/19/2018	DFT0002983	Montly Aflac Invoice			345.84
<b>Vendor 02957 - Aflac Total:</b>					<b>691.68</b>
<b>Vendor: 01032 - Airgas NCN</b>					
10/19/2018	52548	Welding Supplies - Shop			28.91
10/19/2018	52548	Welding Supplies - Shop			511.55
<b>Vendor 01032 - Airgas NCN Total:</b>					<b>540.46</b>
<b>Vendor: 02847 - American Conservation &amp; Billing Solutions</b>					
10/19/2018	52549	AquaHawk Alerting - 11/18			1,320.00
<b>Vendor 02847 - American Conservation &amp; Billing Solutions Total:</b>					<b>1,320.00</b>
<b>Vendor: 02840 - American Messaging</b>					
10/05/2018	52485	Standby Pager - Shop			36.07
<b>Vendor 02840 - American Messaging Total:</b>					<b>36.07</b>
<b>Vendor: 01068 - Aramark Uniform Services</b>					
10/10/2018	52492	Uniforms - Shop			188.85
10/10/2018	52492	Janitorial Supplies - Shop			18.00
10/10/2018	52492	Uniforms - TP			87.27
10/10/2018	52492	Janitorial Supplies - Shop			18.00
10/10/2018	52492	Uniforms - Shop			389.03
10/10/2018	52492	Uniforms - TP			81.19
10/10/2018	52492	Janitorial Supplies - Shop			18.00
10/10/2018	52492	Uniforms - Shop			179.14
10/10/2018	52492	Uniforms - TP			60.39
10/10/2018	52492	Janitorial Supplies - Shop			18.00
10/10/2018	52492	Uniforms - Shop			181.08
10/10/2018	52492	Janitorial Supplies - TP			9.00
10/10/2018	52492	Uniforms - TP			99.07
<b>Vendor 01068 - Aramark Uniform Services Total:</b>					<b>1,347.02</b>
<b>Vendor: 01082 - AT&amp;T</b>					
10/19/2018	52551	Lake			19.95
10/19/2018	52551	DS1 Service IntraLATA			82.34
10/19/2018	52551	Phone Line - TP			78.29
10/19/2018	52551	Shop Fax			20.79
10/19/2018	52551	B Res Alarm			20.79
10/19/2018	52551	DS1 Service IntraLATA			82.34
10/19/2018	52551	Elliott & Clark			164.68

## Expense Approval Report

Payment Dates: 10/01/2018 - 10/31/2018

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
10/19/2018	52551	Office			356.70
10/19/2018	52551	Computer Room			20.79
10/19/2018	52551	Office Fax			60.51
Vendor 01082 - AT&T Total:					907.18
Vendor: 01083 - AT&T					
10/19/2018	52550	B Res			33.03
10/19/2018	52550	A Tank Alarm			33.03
Vendor 01083 - AT&T Total:					66.06
Vendor: 01131 - Butte County Public Works					
10/24/2018	52574	Job #17-02 - Encroachment Pe...			296.00
Vendor 01131 - Butte County Public Works Total:					296.00
Vendor: 01256 - California State Disbursement Unit					
10/05/2018	52486	Garnishment			179.53
10/05/2018	52487	Garnishment			225.23
10/19/2018	52553	Garnishment			179.53
10/19/2018	52552	Garnishment			225.23
Vendor 01256 - California State Disbursement Unit Total:					809.52
Vendor: 03019 - Caltest Analytical Laboratory					
10/05/2018	52488	Lab Fees -TP			92.00
10/05/2018	52488	Lab Fees -TP			475.00
10/19/2018	52554	Lab Fees -TP			92.00
Vendor 03019 - Caltest Analytical Laboratory Total:					659.00
Vendor: 02971 - Capital One Public Funding, LLC					
10/05/2018	52489	Interest Pymt.			27,237.10
10/05/2018	52489	Principal Pymt.			95,000.00
Vendor 02971 - Capital One Public Funding, LLC Total:					122,237.10
Vendor: 02304 - CDTFA					
10/24/2018	52576	2018 3rd Qtr Fuel Tax			141.12
Vendor 02304 - CDTFA Total:					141.12
Vendor: 01320 - Comcast					
10/05/2018	52490	Internet - TP			241.92
10/05/2018	52490	Internet - Shop			105.06
10/05/2018	52490	Internet - Office			125.01
10/05/2018	52490	Internet - Office			106.01
10/05/2018	52490	Internet - TP			241.92
10/05/2018	52490	Internet - Shop			105.06
10/05/2018	52490	Internet - Office			125.01
10/05/2018	52490	Internet - Office			115.51
Vendor 01320 - Comcast Total:					1,165.50
Vendor: 01370 - Commercial Tire Warehouse					
10/05/2018	52491	Repairs - #32, 07 Truck - (4) Tire			652.85
Vendor 01370 - Commercial Tire Warehouse Total:					652.85
Vendor: 01356 - Cranmer Engineering, Inc.					
10/10/2018	52493	Lab Fees - TP			1,092.00
Vendor 01356 - Cranmer Engineering, Inc. Total:					1,092.00
Vendor: 02120 - Durham Pentz Truck Center					
10/19/2018	52555	Snap Test - #1,7,27,29,33 & 36			246.00
Vendor 02120 - Durham Pentz Truck Center Total:					246.00
Vendor: 01496 - Employee Relations					
10/10/2018	52494	Physicals-DMV & PreEmploye...			91.70
Vendor 01496 - Employee Relations Total:					91.70
Vendor: 01480 - Employment Development Dept.					
10/08/2018	DFT0002977	State Income Tax Withholding			-9.85
10/08/2018	DFT0002971	State Income Tax Withholding			4,268.91
10/08/2018	DFT0002974	State Disability Withholding			1,004.62
10/22/2018	DFT0002985	State Income Tax Withholding			4,113.86

## Expense Approval Report

Payment Dates: 10/01/2018 - 10/31/2018

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
10/22/2018	DFT0002988	State Disability Withholding			1,002.73
Vendor 01480 - Employment Development Dept. Total:					10,380.27
<b>Vendor: 01528 - FGL Environmental</b>					
10/05/2018	52467	Lab Fees - TP			42.00
10/05/2018	52467	Lab Fees - TP			24.00
10/19/2018	52556	Lab Fees - TP			1,730.00
10/05/2018	52467	Lab Fees - TP			460.00
10/19/2018	52556	Lab Fees - TP			50.00
10/05/2018	52467	Lab Fees - TP			21.00
Vendor 01528 - FGL Environmental Total:					2,327.00
<b>Vendor: 02945 - Fiserv Solutions, LLC</b>					
10/19/2018	52557	Bank Charges			36.90
Vendor 02945 - Fiserv Solutions, LLC Total:					36.90
<b>Vendor: 02861 - Franchise Tax Board</b>					
10/05/2018	52468	Garnishment - Franchise Tax Bo...			200.00
10/19/2018	52558	Garnishment - Franchise Tax Bo...			200.00
Vendor 02861 - Franchise Tax Board Total:					400.00
<b>Vendor: 01587 - Genterra Consultants, Inc.</b>					
10/19/2018	52559	Dam Surveillance			370.00
Vendor 01587 - Genterra Consultants, Inc. Total:					370.00
<b>Vendor: 01423 - Government Tax Seminars, LLC</b>					
10/24/2018	52577	Training - Office			395.00
Vendor 01423 - Government Tax Seminars, LLC Total:					395.00
<b>Vendor: 02889 - Health Equity, Inc.</b>					
10/18/2018	1222	Monthly Fees - 09/18			53.10
10/18/2018	1222	Monthly Fees - 10/18			59.00
10/05/2018	DFT0002970	HSA Contribution			647.57
10/19/2018	DFT0002984	HSA Contribution			647.57
Vendor 02889 - Health Equity, Inc. Total:					1,407.24
<b>Vendor: 01688 - Home Depot Credit Services</b>					
10/24/2018	52578	Sm Hand Tool - #32, 07 Truck - ...			224.15
10/24/2018	52578	Garden			177.73
Vendor 01688 - Home Depot Credit Services Total:					401.88
<b>Vendor: 01705 - Hunt &amp; Sons, Inc.</b>					
10/05/2018	52469	282gals. clear diesel			1,103.38
10/05/2018	52469	300gals. dyed diesel			934.79
10/05/2018	52469	400gals. unleaded gasoline			1,364.38
10/19/2018	52560	325gals. unleaded gasoline			1,197.50
10/19/2018	52560	125gals. clear diesel			523.04
10/19/2018	52560	185gals. unleaded gasoline			696.39
10/19/2018	52560	25gals. dyed diesel			93.13
Vendor 01705 - Hunt & Sons, Inc. Total:					5,912.61
<b>Vendor: 01710 - Hydroscreen</b>					
10/19/2018	52561	Diversion Structure Screens			17,000.00
Vendor 01710 - Hydroscreen Total:					17,000.00
<b>Vendor: 01713 - I.B.E.W. Local Union 1245</b>					
10/05/2018	52470	Union Dues			1,057.90
10/05/2018	52470	Union Dues			-52.00
10/19/2018	52562	Union Dues			1,057.90
10/19/2018	52562	Union Dues			-52.00
Vendor 01713 - I.B.E.W. Local Union 1245 Total:					2,011.80
<b>Vendor: 01716 - ICMA Retirement Trust-401</b>					
10/05/2018	1220	Retirement - 401(a) Match			2,584.50
10/19/2018	1225	Retirement - 401(a) Match			2,661.21
Vendor 01716 - ICMA Retirement Trust-401 Total:					5,245.71

## Expense Approval Report

Payment Dates: 10/01/2018 - 10/31/2018

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
<b>Vendor: 01715 - ICMA Retirement Trust-457</b>					
10/05/2018	1221	Retirement Trust - 457			2,584.50
10/05/2018	1221	Deferred Comp 457			8,087.69
10/05/2018	1221	Retirement Trust - 457			726.28
10/05/2018	1221	Retirement Trust - 457			2,601.97
10/05/2018	1221	Loan Payment			511.84
10/05/2018	1221	Loan Payment			125.00
10/05/2018	1221	Loan Payment			40.11
10/05/2018	1221	Loan Payment			127.09
10/05/2018	1221	Loan Payment			184.94
10/19/2018	1226	Retirement Trust - 457			2,661.21
10/19/2018	1226	Deferred Comp 457			8,317.75
10/19/2018	1226	Retirement Trust - 457			746.00
10/19/2018	1226	Retirement Trust - 457			2,601.97
10/19/2018	1226	Loan Payment			511.84
10/19/2018	1226	Loan Payment			125.00
10/19/2018	1226	Loan Payment			40.11
10/19/2018	1226	Loan Payment			127.09
10/19/2018	1226	Loan Payment			184.94
<b>Vendor 01715 - ICMA Retirement Trust-457 Total:</b>					<b>30,305.33</b>
<b>Vendor: 02807 - Infosend</b>					
10/05/2018	52471	Postage			3,633.14
10/10/2018	52495	Postage			2,476.79
<b>Vendor 02807 - Infosend Total:</b>					<b>6,109.93</b>
<b>Vendor: 01720 - Inland Business Systems</b>					
10/19/2018	52563	Office Equip. Maint. - Office			416.82
<b>Vendor 01720 - Inland Business Systems Total:</b>					<b>416.82</b>
<b>Vendor: 01731 - Internal Revenue Service</b>					
10/08/2018	DFT0002979	Fed Withholding			-13.44
10/08/2018	DFT0002981	Medicare Withholding			-0.02
10/08/2018	DFT0002972	FICA Withholding			13,032.68
10/08/2018	DFT0002973	Fed Withholding			11,204.97
10/08/2018	DFT0002975	Medicare Withholding			3,047.98
10/22/2018	DFT0002986	FICA Withholding			12,789.76
10/22/2018	DFT0002987	Fed Withholding			10,891.66
10/22/2018	DFT0002989	Medicare Withholding			3,020.70
<b>Vendor 01731 - Internal Revenue Service Total:</b>					<b>53,974.29</b>
<b>Vendor: 01734 - J &amp; M Boots</b>					
10/19/2018	52564	Safety Supplies - Shop - FM			120.74
<b>Vendor 01734 - J &amp; M Boots Total:</b>					<b>120.74</b>
<b>Vendor: 01742 - J C Nelson Supply Co.</b>					
10/10/2018	52496	Janitorial Supplies - Lake			266.38
10/10/2018	52496	Janitorial Supplies - TP			157.12
<b>Vendor 01742 - J C Nelson Supply Co. Total:</b>					<b>423.50</b>
<b>Vendor: 01790 - Knife River Construction</b>					
10/05/2018	52472	Job #18-01 - Crestwood			4,037.25
10/05/2018	52472	Job #18-01 - Crestview			4,032.72
10/05/2018	52472	Job #18-01 - Crestview			3,495.30
10/05/2018	52472	Job #18-01 - Crestview			2,001.86
10/05/2018	52472	Job #18-01 - Crestview			747.59
10/05/2018	52472	Job #18-01 - Crestview			720.41
10/10/2018	52497	Job #18-01 - Crestview			722.22
10/10/2018	52497	Job #18-01 - Crestview			1,470.71
10/10/2018	52497	Job #18-01 - Crestview			806.50
10/10/2018	52497	Job #18-01 - Crestview			657.87
<b>Vendor 01790 - Knife River Construction Total:</b>					<b>18,692.43</b>

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Payment Dates: 10/01/2018 - 10/31/2018

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
<b>Vendor: 03032 - Mark Thomas &amp; Company, Inc</b>					
10/10/2018	52498	Job #18-03 - Almond St. Water...			7,002.69
<b>Vendor 03032 - Mark Thomas &amp; Company, Inc Total:</b>					<b>7,002.69</b>
<b>Vendor: 01905 - Minasian, Meith, Soares, Sexton &amp; Cooper, LLP</b>					
10/19/2018	52565	Legal Fees			9,225.26
<b>Vendor 01905 - Minasian, Meith, Soares, Sexton &amp; Cooper, LLP Total:</b>					<b>9,225.26</b>
<b>Vendor: 01980 - Northern Recycling &amp; Waste Svcs</b>					
10/10/2018	52499	Garbage - Lake			93.75
10/10/2018	52499	Garbage - TP			41.25
10/10/2018	52499	Garbage - Shop			149.97
10/10/2018	52499	Garbage - Office			53.32
<b>Vendor 01980 - Northern Recycling &amp; Waste Svcs Total:</b>					<b>338.29</b>
<b>Vendor: 01950 - Northstate Aggregate, Inc.</b>					
10/10/2018	52500	Job #18-01 - Crestview			605.00
10/10/2018	52500	Job #18-01 - Crestview			852.50
10/10/2018	52500	Job #18-01 - Crestview			632.50
10/10/2018	52500	Job #18-01 - Crestview			522.50
<b>Vendor 01950 - Northstate Aggregate, Inc. Total:</b>					<b>2,612.50</b>
<b>Vendor: 01995 - Office Depot</b>					
10/05/2018	52473	Office Supplies - Office			71.32
10/05/2018	52473	Office Supplies - Shop			73.37
<b>Vendor 01995 - Office Depot Total:</b>					<b>144.69</b>
<b>Vendor: 02005 - Olin Corp.-Chlor Alkali</b>					
10/05/2018	52474	Sodium Hypochlorite 12.5% (Bl...			4,179.03
<b>Vendor 02005 - Olin Corp.-Chlor Alkali Total:</b>					<b>4,179.03</b>
<b>Vendor: 02014 - OnTrac</b>					
10/05/2018	52475	Courier Service Water Samples -...			92.20
<b>Vendor 02014 - OnTrac Total:</b>					<b>92.20</b>
<b>Vendor: 01538 - O'Reilly Auto Parts</b>					
10/10/2018	52501	Repairs - #35, Loader - Parts			71.32
10/10/2018	52501	Construction & Maint. Supplies -..			103.38
10/10/2018	52501	Repairs - #18, Cat Roller - Parts			30.28
10/10/2018	52501	Repairs - #39 Backhoe - Parts			76.33
10/10/2018	52501	Repairs - #99, Wacker - Parts			30.05
10/10/2018	52501	Repairs - #6, 95 Truck - Parts			9.27
10/10/2018	52501	Repairs - #6, 95 Truck - Parts			123.78
10/10/2018	52501	Construction & Maint. Supplies -..			48.48
10/10/2018	52501	Construction & Maint. Supplies -..			14.00
10/10/2018	52501	Repairs - #6, 95 Truck - Parts			25.84
10/10/2018	52501	Repairs - #99, Con Saw - Parts			70.90
10/10/2018	52501	Repairs - #99, Con Saw - Parts			70.80
10/10/2018	52501	Construction & Maint. Supplies -..			135.67
10/10/2018	52501	Construction & Maint. Supplies -..			19.38
10/10/2018	52501	Repairs - #32, 07 Truck - Parts			51.89
10/10/2018	52501	Sm Hand Tool - Shop			100.20
10/10/2018	52501	Repairs - #32, 32 Truck - Parts			11.31
10/10/2018	52501	Construction & Maint. Supplies -..			4.09
10/10/2018	52501	Construction & Maint. Supplies -..			72.68
10/10/2018	52501	Repairs - #6, 95 Truck - Parts			53.78
10/10/2018	52501	Construction & Maint. Supplies -..			17.22
<b>Vendor 01538 - O'Reilly Auto Parts Total:</b>					<b>1,140.65</b>
<b>Vendor: 02030 - Pace Supply</b>					
10/05/2018	52476	(6) FC Clamp 8' x 7 1/2' 7.95-8.3...			669.24
10/05/2018	52476	(2) FC Clamp 12' x 7 1/2' 11.85-...			293.87
10/19/2018	52566	(6) FC Clamp 6' x 7 1/2' 5.95-6.3...			450.45
10/19/2018	52566	(48) Coupling Flex - Cl - 3/4'			1,441.44
10/19/2018	52566	(48) Coupling Flex - Cl - 1'			1,557.27

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Payment Dates: 10/01/2018 - 10/31/2018

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
10/19/2018	52566	Construction & Maint. Supplies -..			22.84
Vendor 02030 - Pace Supply Total:					4,435.11
<b>Vendor: 02081 - Pacific Gas &amp; Electric Company</b>					
10/11/2018	52517	Geppetto North End			23.73
10/11/2018	52517	Paradise Dam #2 Park			79.73
10/11/2018	52517	8764 Skyway			35.47
10/11/2018	52517	Mag Res Filtration Plant			10,579.50
10/11/2018	52517	5320 Pentz Rd. - ELECTRIC			9.53
10/11/2018	52517	W/S Skyway 1000FT N/Rock Ln.			1.00
10/11/2018	52517	Frank Turner Way Tank Res #C			18.49
10/11/2018	52517	Nunnelly Rd. Ext. Tank Res #E			20.16
10/11/2018	52517	Skyway W/S N/Clark Tank Res #A			21.79
10/11/2018	52517	Lovely Ln. N/End Tank Res #D			21.79
10/11/2018	52517	Moore Rd. ES Forest Serv. Rd. - ...			22.09
10/11/2018	52517	Moore Rd. ES Forest Serv. Rd. - ...			5,281.70
10/11/2018	52517	6344 Clark Rd. - GAS			18.49
10/11/2018	52517	Bader Mine Rd. -Electric			40.89
10/11/2018	52517	6332 Clark Rd. - ELECTRIC			2,351.07
10/11/2018	52517	6332 Clark Rd. - GAS			15.63
10/11/2018	52517	W/S Skyway 1000FT N/Rock Ln.			-1.00
10/11/2018	52517	Skyway W/S N/Clark Tank Res #A			-1.65
10/19/2018	52567	(6) Locations - MS			59.50
Vendor 02081 - Pacific Gas & Electric Company Total:					18,597.91
<b>Vendor: 02079 - Pacific Gas and Electric</b>					
10/10/2018	52504	Meter Charges			-177.70
10/10/2018	52504	Water Sales			-176.58
10/10/2018	52504	Deposit			1,000.00
Vendor 02079 - Pacific Gas and Electric Total:					645.72
<b>Vendor: 02122 - Paradise Recreation &amp; Park</b>					
10/05/2018	52477	Advertisement for Ice Rink			400.00
Vendor 02122 - Paradise Recreation & Park Total:					400.00
<b>Vendor: 02872 - Peerless Bldg. Maintenance Inc.</b>					
10/05/2018	52478	Janitorial Service - Office			450.00
Vendor 02872 - Peerless Bldg. Maintenance Inc. Total:					450.00
<b>Vendor: 02094 - Platt Electric</b>					
10/05/2018	52479	(5) light bulbs for lower parking ...			133.96
Vendor 02094 - Platt Electric Total:					133.96
<b>Vendor: 02139 - Questys Solutions</b>					
10/19/2018	52568	Office Maint. - Server			1,000.00
Vendor 02139 - Questys Solutions Total:					1,000.00
<b>Vendor: 01631 - Rental Guys</b>					
10/19/2018	52569	Repairs - #12, Boom Lift - Switch			44.97
Vendor 01631 - Rental Guys Total:					44.97
<b>Vendor: 02057 - Riebes Auto Parts</b>					
10/10/2018	52505	Construction & Maint. Supplies -..			7.31
10/10/2018	52505	Construction & Maint. Supplies -..			19.85
10/10/2018	52505	Construction & Maint. Supplies -..			33.24
10/10/2018	52505	Construction & Maint. Supplies -..			23.81
Vendor 02057 - Riebes Auto Parts Total:					84.21
<b>Vendor: 02292 - Standard Insurance Company</b>					
10/05/2018	52480	Long Term Disability			829.89
Vendor 02292 - Standard Insurance Company Total:					829.89
<b>Vendor: 02362 - Thomas Ace Hardware</b>					
10/10/2018	52506	Construction & Maint. Supplies -..			79.19
10/10/2018	52506	Construction & Maint. Supplies -..			56.91
10/10/2018	52506	Construction & Maint. Supplies -..			9.01
10/10/2018	52506	Construction & Maint. Supplies -..			89.04

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Payment Dates: 10/01/2018 - 10/31/2018

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
10/10/2018	52506	Construction & Maint. Supplies -..			9.10
10/10/2018	52506	Sm Hand Tools - Shop			69.60
10/10/2018	52506	Misc. Supplies - Lake			9.20
10/10/2018	52506	Construction & Maint. Supplies -..			31.01
10/10/2018	52506	Construction & Maint. Supplies -..			9.46
10/10/2018	52506	Construction & Maint. Supplies -..			47.67
10/10/2018	52506	Construction & Maint. Supplies -..			78.52
10/10/2018	52506	Misc Supplies - TP			1.28
10/10/2018	52506	Sm Hand Tools - Shop			148.66
10/10/2018	52506	Janitorial Supplies - Lake			9.10
10/10/2018	52506	Repairs - #32, 01 Service Truck -..			12.05
10/10/2018	52506	Repairs - #32, 01 Truck - Parts			13.51
10/10/2018	52506	Construction & Maint. Supplies -..			198.52
10/10/2018	52506	Misc Supplies - TP			4.27
10/10/2018	52506	Construction & Maint. Supplies -..			9.10
10/10/2018	52506	Repairs - #32, 07 Truck - Parts			12.60
10/10/2018	52506	Misc Supplies - Lake			24.66
10/10/2018	52506	Misc Supplies - TP			52.75
10/10/2018	52506	Construction & Maint. Supplies -..			7.98
10/10/2018	52506	Misc Supplies - TP			15.17
10/10/2018	52506	Office Supplies - Office			8.20
10/10/2018	52506	Garden			7.87
10/10/2018	52506	Construction & Maint. Supplies -..			8.17
10/10/2018	52506	Construction & Maint. Supplies -..			27.41
10/10/2018	52506	Construction & Maint. Supplies -..			10.14
10/10/2018	52506	Janitorial Supplies - Shop			7.98
10/10/2018	52506	Construction & Maint. Supplies -..			31.40
10/10/2018	52506	Construction & Maint. Supplies -..			22.39
10/10/2018	52506	Janitorial Supplies - Lake			21.52
Vendor 02362 - Thomas Ace Hardware Total:					1,143.44
Vendor: 02363 - Thomas Hydraulic					
10/05/2018	52481	Construction & Maint. Supplies -..			481.55
Vendor 02363 - Thomas Hydraulic Total:					481.55
Vendor: 02964 - T-Mobile					
10/10/2018	52509	Fireflies - CS			353.32
Vendor 02964 - T-Mobile Total:					353.32
Vendor: 02394 - Tyler Technologies, Inc.					
10/19/2018	52570	Bank Charges - 07/1/ - 09/30/18			5,135.95
10/19/2018	52570	Maintenance - 10/18			200.00
Vendor 02394 - Tyler Technologies, Inc. Total:					5,335.95
Vendor: 03044 - Tyler West					
10/19/2018	52571	Deposit			2,600.00
10/19/2018	52571	Install New Meter			-1,509.81
Vendor 03044 - Tyler West Total:					1,090.19
Vendor: 02692 - United Rentals, Inc					
10/10/2018	52510	Construction & Maint. Supplies -..			294.98
10/19/2018	52572	Construction & Maint. Supplies -..			-103.18
10/19/2018	52572	Construction & Maint. Supplies -..			378.72
Vendor 02692 - United Rentals, Inc Total:					570.52
Vendor: 02824 - US Bank Corporate Payment System					
10/24/2018	52579	Recording Fees - Eng.			68.00
10/24/2018	52579	Conferences & Meetings - Office			699.00
10/24/2018	52579	Office Supplies - Office			12.99
10/24/2018	52579	Office Supplies - Office			19.99
10/24/2018	52579	Office Supplies - Office			53.80
10/24/2018	52579	Office Supplies - Office			780.05
10/24/2018	52579	Conference & Meetings - Office			239.91
10/24/2018	52579	Office Supplies - Office			23.91

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Payment Dates: 10/01/2018 - 10/31/2018

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
10/24/2018	52579	Office Supplies - Eng.			789.25
10/24/2018	52579	Garden			411.50
10/24/2018	52579	Office Supplies - Office			156.00
10/24/2018	52579	Office Supplies - Office			251.88
10/24/2018	52579	Office Supplies - Office			64.34
10/24/2018	52579	Office Supplies - Office			14.99
10/24/2018	52579	Office Supplies - Office			17.98
10/24/2018	52579	Office Supplies - Office			13.99
10/24/2018	52579	Repairs - Level Transmitters - Fil...			32.25
10/24/2018	52579	Misc. Supplies - TP			8.00
10/24/2018	52579	Repairs - Level for the sensor for..			1,554.78
10/24/2018	52579	Office Supplies - Office			13.99
10/24/2018	52579	Keys - Shop			40.41
10/24/2018	52579	Office Supplies - Office			12.98
10/24/2018	52579	Conferences & Meetings - Office			378.96
10/24/2018	52579	Office Supplies - Office			15.00
10/24/2018	52579	Office Supplies - Office			539.85
10/24/2018	52579	Office Supplies - Office			64.64
10/24/2018	52579	Lab Fees - TP			83.41
10/24/2018	52579	Office Supplies - Office			528.65
10/24/2018	52579	Office Supplies - Office			19.00
10/24/2018	52579	Conferences & Meetings - Office			47.33
10/24/2018	52579	Training - Shop			180.00
10/24/2018	52579	Conferences & Meetings - Shop			24.00
10/24/2018	52579	Office Supplies - Office			34.99
Vendor 02824 - US Bank Corporate Payment System Total:					<b>7,195.82</b>
Vendor: 02686 - USA Blue Book					
10/10/2018	52511	Misc Supplies - TP			917.64
Vendor 02686 - USA Blue Book Total:					<b>917.64</b>
Vendor: 02703 - Verizon Wireless					
10/05/2018	52482	(16) Mobile Phones			524.54
Vendor 02703 - Verizon Wireless Total:					<b>524.54</b>
Vendor: 02714 - Wagner & Bonsignore					
10/05/2018	52483	Water Rights Petition			250.00
Vendor 02714 - Wagner & Bonsignore Total:					<b>250.00</b>
Vendor: 02787 - Zee Service Company					
10/10/2018	52512	Safety Supplies - Shop			149.88
Vendor 02787 - Zee Service Company Total:					<b>149.88</b>
Vendor: 02867 - Zenner USA					
10/10/2018	52513	(260) METER - Fire Fly			18,412.75
10/19/2018	52573	(300) METER - Fire Fly			21,253.56
10/19/2018	52573	(300) METER - Fire Fly			21,253.56
Vendor 02867 - Zenner USA Total:					<b>60,919.87</b>
Grand Total:					<b>595,877.33</b>





Paradise Irrigation District

## Expense Approval Report

By Vendor Name

Payment Dates 11/01/2018 - 11/30/2018

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
<b>Vendor: 02957 - Aflac</b>					
11/02/2018	DFT0002991	Montly Aflac Invoice			345.84
11/14/2018	DFT0003000	Montly Aflac Invoice			345.84
11/30/2018	DFT0003019	Montly Aflac Invoice			345.84
				<b>Vendor 02957 - Aflac Total:</b>	<b>1,037.52</b>
<b>Vendor: 01090 - AWWA</b>					
11/02/2018	52585	Membership - 1/19 - 12/19			4,062.00
				<b>Vendor 01090 - AWWA Total:</b>	<b>4,062.00</b>
<b>Vendor: 03039 - Black Water Consulting Engineers</b>					
11/02/2018	52586	t			1,080.00
				<b>Vendor 03039 - Black Water Consulting Engineers Total:</b>	<b>1,080.00</b>
<b>Vendor: 01942 - Butte Co - Neal Rd Landfill</b>					
11/02/2018	52587	Landfill Fees - Shop			26.95
11/02/2018	52587	Landfill Fees - Shop			27.79
11/02/2018	52587	Landfill Fees - Shop			41.69
11/02/2018	52587	Landfill Fees - TP			187.81
11/02/2018	52587	Landfill Fees - TP			186.55
11/02/2018	52587	Landfill Fees - TP			114.12
				<b>Vendor 01942 - Butte Co - Neal Rd Landfill Total:</b>	<b>584.91</b>
<b>Vendor: 01256 - California State Disbursement Unit</b>					
11/02/2018	52588	Garnishment			179.53
11/02/2018	52589	Garnishment			225.23
11/16/2018	52615	Garnishment			179.53
11/16/2018	52616	Garnishment			225.23
				<b>Vendor 01256 - California State Disbursement Unit Total:</b>	<b>809.52</b>
<b>Vendor: 03019 - Caltest Analytical Laboratory</b>					
11/02/2018	52590	Lab Fees -TP			92.00
				<b>Vendor 03019 - Caltest Analytical Laboratory Total:</b>	<b>92.00</b>
<b>Vendor: 01266 - Cedar Creek Publishing</b>					
11/02/2018	52591	Water Conservation Education			285.00
				<b>Vendor 01266 - Cedar Creek Publishing Total:</b>	<b>285.00</b>
<b>Vendor: 01071 - Clarice Armstrong</b>					
11/02/2018	52592	Training CPR/AED & FA - 16			1,120.00
				<b>Vendor 01071 - Clarice Armstrong Total:</b>	<b>1,120.00</b>
<b>Vendor: 02905 - COMP, Inc.</b>					
11/02/2018	52593	Physical - DMV & PreEmploye...			243.00
				<b>Vendor 02905 - COMP, Inc. Total:</b>	<b>243.00</b>
<b>Vendor: 03017 - Domenichelli &amp; Associates, Inc</b>					
11/02/2018	52594	Inundation Mapping			13,770.00
11/02/2018	52594	Inundation Mapping			7,372.50
				<b>Vendor 03017 - Domenichelli &amp; Associates, Inc Total:</b>	<b>21,142.50</b>
<b>Vendor: 01460 - Drug &amp; Alcohol Testing Division</b>					
11/02/2018	52595	Physicals - DMV & PreEmploym...			82.00
				<b>Vendor 01460 - Drug &amp; Alcohol Testing Division Total:</b>	<b>82.00</b>
<b>Vendor: 01480 - Employment Development Dept.</b>					
11/05/2018	DFT0002994	State Income Tax Withholding			4,447.06
11/05/2018	DFT0002997	State Disability Withholding			1,040.40
11/10/2018	DFT0003007	State Income Tax Withholding			156.49
11/10/2018	DFT0003010	State Disability Withholding			34.08
11/17/2018	DFT0003002	State Income Tax Withholding			4,735.67

## Expense Approval Report

Payment Dates: 11/01/2018 - 11/30/2018

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
11/17/2018	DFT0003005	State Disability Withholding			1,067.61
Vendor 01480 - Employment Development Dept. Total:					11,481.31
<b>Vendor: 02861 - Franchise Tax Board</b>					
11/02/2018	52596	Garnishment - Franchise Tax Bo...			18.70
Vendor 02861 - Franchise Tax Board Total:					18.70
<b>Vendor: 02889 - Health Equity, Inc.</b>					
11/02/2018	DFT0002992	HSA Contribution			639.81
11/02/2018	DFT0002993	HSA Contribution			3,000.00
11/14/2018	DFT0003001	HSA Contribution			624.49
11/30/2018	DFT0003020	HSA Contribution			624.49
Vendor 02889 - Health Equity, Inc. Total:					4,888.79
<b>Vendor: 01705 - Hunt &amp; Sons, Inc.</b>					
11/02/2018	52597	208gals. unleaded gasoline			746.04
11/02/2018	52597	225gals. unleaded gasoline			771.93
11/02/2018	52597	99gals. clear diesel			402.79
Vendor 01705 - Hunt & Sons, Inc. Total:					1,920.76
<b>Vendor: 01713 - I.B.E.W. Local Union 1245</b>					
11/02/2018	52598	Union Dues			-52.00
11/02/2018	52598	Union Dues			1,057.90
11/16/2018	52617	Union Dues			-52.00
11/16/2018	52617	Union Dues			1,057.90
Vendor 01713 - I.B.E.W. Local Union 1245 Total:					2,011.80
<b>Vendor: 01716 - ICMA Retirement Trust-401</b>					
11/02/2018	1227	Retirement - 401(a) Match			2,694.22
11/16/2018	1229	Retirement - 401(a) Match			2,763.74
Vendor 01716 - ICMA Retirement Trust-401 Total:					5,457.96
<b>Vendor: 01715 - ICMA Retirement Trust-457</b>					
11/02/2018	1228	Retirement Trust - 457			2,694.22
11/02/2018	1228	Deferred Comp 457			8,425.18
11/02/2018	1228	Retirement Trust - 457			758.88
11/02/2018	1228	Retirement Trust - 457			2,601.97
11/02/2018	1228	Loan Payment			511.84
11/02/2018	1228	Loan Payment			125.00
11/02/2018	1228	Loan Payment			40.11
11/02/2018	1228	Loan Payment			126.34
11/02/2018	1228	Loan Payment			184.94
11/16/2018	1230	Retirement Trust - 457			2,763.74
11/16/2018	1230	Deferred Comp 457			8,633.69
11/16/2018	1230	Retirement Trust - 457			894.55
11/16/2018	1230	Retirement Trust - 457			2,601.97
11/16/2018	1230	Loan Payment			511.84
11/16/2018	1230	Loan Payment			125.00
11/16/2018	1230	Loan Payment			40.11
11/16/2018	1230	Loan Payment			184.94
Vendor 01715 - ICMA Retirement Trust-457 Total:					31,224.32
<b>Vendor: 01722 - Infinisource Cobra Compliance</b>					
11/02/2018	52599	Flexible Benefits			80.00
Vendor 01722 - Infinisource Cobra Compliance Total:					80.00
<b>Vendor: 02807 - Infosend</b>					
11/02/2018	52600	Postage			3,080.70
Vendor 02807 - Infosend Total:					3,080.70
<b>Vendor: 01731 - Internal Revenue Service</b>					
11/05/2018	DFT0002995	FICA Withholding			12,778.76
11/05/2018	DFT0002996	Fed Withholding			11,689.30
11/05/2018	DFT0002998	Medicare Withholding			3,130.10
11/10/2018	DFT0003008	FICA Withholding			422.62
11/10/2018	DFT0003009	Fed Withholding			400.68

## Expense Approval Report

Payment Dates: 11/01/2018 - 11/30/2018

Payment Date	Payment Number	Description (Item)	(None)	(None)	Amount
11/10/2018	DFT0003011	Medicare Withholding			98.84
11/17/2018	DFT0003003	FICA Withholding			13,117.64
11/17/2018	DFT0003004	Fed Withholding			12,142.21
11/17/2018	DFT0003006	Medicare Withholding			3,209.34
Vendor 01731 - Internal Revenue Service Total:					56,989.49
Vendor: 01729 - Interstate Batteries of the Rogue River					
11/02/2018	52601	Repairs - #19, 89 Dump Truck - ...			123.28
Vendor 01729 - Interstate Batteries of the Rogue River Total:					123.28
Vendor: 01780 - Kimball Midwest					
11/02/2018	52602	Construction & Maint. Supplies -..			14.89
Vendor 01780 - Kimball Midwest Total:					14.89
Vendor: 01790 - Knife River Construction					
11/02/2018	52603	Job #18-01 - Crestview			1,382.82
11/02/2018	52603	Job #18-01 - Crestview			544.59
11/02/2018	52603	Job #18-01 - Crestview			2,224.65
11/02/2018	52603	Job #18-01 - Crestview			635.03
11/02/2018	52603	Job #18-01 - Crestview			724.93
11/02/2018	52603	Job #18-01 - Crestview			1,458.92
11/02/2018	52603	Job #18-01 - Crestview			1,335.68
11/02/2018	52603	Job #18-01 - Crestview			1,583.10
Vendor 01790 - Knife River Construction Total:					9,889.72
Vendor: 03032 - Mark Thomas & Company, Inc					
11/02/2018	52604	Job #18-03 - Almond St. Water...			2,701.25
Vendor 03032 - Mark Thomas & Company, Inc Total:					2,701.25
Vendor: 01980 - Northern Recycling & Waste Svcs					
11/02/2018	52605	Landfill Fees - Shop			51.00
Vendor 01980 - Northern Recycling & Waste Svcs Total:					51.00
Vendor: 01995 - Office Depot					
11/02/2018	52606	Office Supplies - Shop			98.41
Vendor 01995 - Office Depot Total:					98.41
Vendor: 02014 - OnTrac					
11/02/2018	52607	Courier Service Water Samples -...			5.50
Vendor 02014 - OnTrac Total:					5.50
Vendor: 02872 - Peerless Bldg. Maintenance Inc.					
11/02/2018	52608	Janitorial Service - Office			450.00
Vendor 02872 - Peerless Bldg. Maintenance Inc. Total:					450.00
Vendor: 02376 - Town of Paradise					
11/02/2018	52609	Hydrant Repair and Maint. 7/18...			5,528.76
Vendor 02376 - Town of Paradise Total:					5,528.76
Vendor: 02394 - Tyler Technologies, Inc.					
11/02/2018	52610	Maintenance - 10/13			393.75
Vendor 02394 - Tyler Technologies, Inc. Total:					393.75
Vendor: 02681 - Univar USA, Inc.					
11/02/2018	52611	Sodium Bisulfite - 25% solution			1,356.72
Vendor 02681 - Univar USA, Inc. Total:					1,356.72
Vendor: 02686 - USA Blue Book					
11/02/2018	52612	Sm Hand Towel - Shop			251.24
Vendor 02686 - USA Blue Book Total:					251.24
Vendor: 02703 - Verizon Wireless					
11/02/2018	52613	(16) Mobile Phones			527.57
Vendor 02703 - Verizon Wireless Total:					527.57
Vendor: 03002 - Water Works Engineers					
11/02/2018	52614	Job #17-04 - Backwash Waste N...			1,250.49
Vendor 03002 - Water Works Engineers Total:					1,250.49
Grand Total:					170,334.86



## PARADISE IRRIGATION DISTRICT

*"Paradise Irrigation District (PID) is dedicated to the business of producing and delivering a safe, dependable supply of quality water in an efficient, cost effective manner with service that meets or exceeds the expectation of our customers."*

**TO: Board of Directors**

**FROM: Ed Fortner, District Manager**

**DATE: November 29, 2018**

**RE: California Office of Emergency Services Authorizing Resolution  
California Disaster Assistance Act Program  
December 5, 2018 Special Meeting of the Board of Directors**

The District completed a California Office of Emergency Services (Cal OES) Project Application for the California Disaster Assistance Act Program.

The following Authorizing Resolution 2018-14 designates the authorized representative(s) who have the authority to execute for and on behalf of the Paradise Irrigation District to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency regarding grants applied for by the District.

The following motion is recommended:

"I move 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."

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION  
FOR NON-STATE AGENCIES**

**RESOLUTION BY THE BOARD OF DIRECTORS OF THE  
PARADISE IRRIGATION DISTRICT  
RESOLUTION NO. 2018-14**

BE IT RESOLVED BY THE Board of Directors OF THE Paradise Irrigation District  
(Governing Body) (Name of Applicant)

THAT District Manager, OR  
(Title of Authorized Agent)

Assistant District Manager,  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Paradise Irrigation District, established as a special district under Division 11 of the California Water Code, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Paradise Irrigation District, a special district established under Division 11 of the California Water Code, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

☐ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☒ This is a disaster specific resolution and is effective for only disaster number(s): DR-4407

Passed and adopted this 5<sup>th</sup> day of December, 2018, by the following vote at a special meeting of the Board of Directors:

AYES:

NOES:

ABSENT:

ABSTAIN:

PARADISE IRRIGATION DISTRICT

\_\_\_\_\_  
Daniel Wentland, President

**CERTIFICATION**

I, Georgeanna Borraro, duly appointed and Secretary to the Board of Directors of the Paradise Irrigation District, do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the Board of Directors of the Paradise Irrigation District on the 5<sup>th</sup> day of December, 2018.

\_\_\_\_\_  
(Signature)

District Secretary  
(Title)

**Cal OES Form 130 Instructions**

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

**Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.  
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

**Governing Body Representative:** These are the names and titles of the approving Board Members.  
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

**Certification Section:**

**Name and Title:** This is the individual that was in attendance and recorded the Resolution creation and approval.  
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."



# Cal OES

GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES

*For Internal Use Only*

Cal OES Application #: \_\_\_\_\_

Disaster No #: \_\_\_\_\_

DUNS #: \_\_\_\_\_

## PROJECT APPLICATION CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM

### 1. APPLICANT'S NAME AND ADDRESS

APPLICANT: PARADISE IRRIGATION DISTRICT  
ADDRESS: 6332 CLARK RD.  
CITY & ZIP: PARADISE 95969  
PHONE: 530-876-2032

### 2. APPLICANT'S AUTHORIZED AGENT (Attach Resolution of Designation unless an accurate "universal" resolution is on file.)

NAME: ED FORTNER  
TITLE: DISTRICT MANAGER  
ADDRESS: 6332 CLARK RD.  
CITY & ZIP: PARADISE, 95969  
PHONE: 530-876-2032  
FACSIMILE: 530-876-0483  
E-MAIL: E.FORTNER@PARADISEIRRIGATION.COM

### 3. PROJECT SUMMARY – Attach a List of Projects as defined in Title 19 of the California Code of Regulations, Section 2970(a)(4).

## ASSURANCES AND AGREEMENTS

- A. The applicant certifies (to the best of his knowledge and belief) the disaster relief work herein described for which state financial assistance is requested, is eligible in accordance with the criteria contained in the Disaster Assistance Act (Government Code, Section 8680 et seq).
- B. The applicant is the legal entity responsible under law for the performance of the work detailed and accepts such responsibility.
- C. The applicant certifies that the disaster relief work herein described for which state assistance is requested hereunder, does not or will not duplicate benefits received for the same loss from another source.
- D. The applicant certifies that they have undertaken to recover maximum federal participation in funding street and highway project and public facility projects.
- E. The applicant certifies that all information given herein is to the best of its knowledge and belief, true and correct.
- F. The applicant agrees to (1) provide without cost to the state all lands, easements, and rights-of-way necessary for accomplishment of the approved work and  
(2) The applicant agrees to hold and save the State of California, its officers, agents and employees free from damages due to the approved work.
- G. (1) The applicant agrees to comply with Section 3700 of the Labor Code, which requires every employee to be insured against liability for Workmen's Compensation, or to undertake self-insurance in accordance with provisions of the code; and will comply with such provisions before commencing the performance of the work.  
(2) The applicant agrees to comply with the Fair Practices Act in connection with the performance of work under this agreement wherein it agrees it will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age or national origin; and it agrees to take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age or national origin, and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

**PROJECT APPLICATION**  
**CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM**

(3) If any real property or structure thereon is provided or improved with the aid of the state financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of such property, any transferee for the period during which the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the applicant for the period during which the state financial assistance is extended to it by the agency.

(4) This assurance is given in consideration of, and for the purpose of obtaining any and all state grants, loans, reimbursement, advances, contracts, property, discount, or other state financial assistance extended after the date hereon to the applicant. The applicant recognizes and agrees that such state financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the state shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees and assignees, and a person or persons whose signatures appear on this form, or is authorized to sign this assurance on behalf of the applicant.

- H. The applicant certifies that all financial assistance received under this application will be, or has been, expended in accordance with applicable laws and regulations. The applicant certifies that any work performed by a state agency at their request shall be agreed upon in writing and be subject to the State Contract Act. The applicant certifies that the work performed, or to be performed, is in accordance with the state and local laws governing the performance of such work.
- I. The applicant certifies compliance with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
- J. The applicant certifies that on contracts involving expenditures in excess of \$25,000, it obtained from the contractor a payment bond in accordance with Sections 3247 through 3252 of the Civil Code.
- K. **BY ACCEPTING THESE FUNDS, THE APPLICANT IS NOT FORFEITING ANY RIGHTS WHATSOEVER, INCLUDING THE RIGHT TO A FAIR HEARING.**

---

**4. SIGNATURE OF APPLICANT'S AUTHORIZED AGENT**

"I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by the above named subgrantee to enter into this agreement for and on behalf of the said subgrantee, and by my signature do bind the subgrantee to the terms thereof."

SIGNATURE: Eel J. J. J.

DATE: 11/27/2018

TITLE: DISTRICT MANAGER

---

**5. Cal OES APPROVAL**

SIGNATURE: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

TITLE: \_\_\_\_\_



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  
Jennifer and Joseph Chavez

("Landlord") and

("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)  
6360 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 ( KJ ) ( \_\_\_\_\_ )

Tenant's Initials ( JK ) ( JS )

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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 Rd Date 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: _____	\$ _____	\$ _____	\$ _____	
D. Other: _____	\$ _____	\$ _____	\$ _____	
E. Total: _____	\$ <u>1,350.00</u>	\$ <u>1,350.00</u>	\$ <u>0</u>	

8. PARKING: Tenant is entitled to 100% unreserved and 100% reserved vehicle parking spaces. The right to parking ☒ 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 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 ( Km ) ( \_\_\_\_\_ )

Tenant's Initials ( JS ) ( JS )

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COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)

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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 #40
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 ~~60~~ 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 ( Km ) ( \_\_\_\_\_ )Tenant's Initials ( [Signature] ) ( \_\_\_\_\_ )

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COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)

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Clark Road



Premises: 6360 Clark Rd Date 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 hml Tenant's Initials [Signature]

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

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

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Clark Road



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: Demetrio, 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 to the following improvements to 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 tennis + 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, assignees 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 ( Jk ) ( OC )

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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] [Signature] Date 1/29/16  
(Print name) Jennifer Chavez  
Address 4958 Lago Vista Way City Paradise State CA Zip 95969

Tenant [Signature] Date 1/29/16  
(Print name) Joseph Chavez  
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 \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
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 (530)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 \_\_\_\_\_

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Clark Road