



TOWN OF PARADISE

5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931
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Management Staff:

Charles L. Rough, Jr., Town Manager
Dwight L. Moore, Town Attorney
Joanna Gutierrez, Town Clerk
Lauren Gill, Assistant Town Manager
Craig Baker, Community Development Director
Gabriela Tazzari, Acting Police Chief
Rob Cone, Interim Fire Chief
Gina Will, Finance Director/Town Treasurer

Town Council:

Steve "Woody" Culleton, Mayor
Tim Titus, Vice Mayor
Joe DiDuca, Council Member
Scott Lotter, Council Member
Alan White, Council Member

TOWN COUNCIL AGENDA

REGULAR MEETING – 6:00 PM – July 10, 2012

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Town Clerk's Dept., at 872-6291 at least 48 hours in advance of the meeting. Hearing assistance devices for the hearing impaired are available from the Town Clerk.

Members of the public may address the Town Council on any agenda item, including closed session. If you wish to address the Town Council on any matter on the Agenda, it is requested that you complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the Council Meeting.

All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Town Council within 72 hours of a Regular Meeting will be available for public inspection at the Town Hall in the Town Clerk Department located at 5555 Skyway, Room 3, at the time the subject writing or document is distributed to a majority of the subject body. Regular business hours are Monday through Thursday from 8:00 a.m. to 5:00 p.m.

1. OPENING

- a. Call to Order
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Invocation
- d. Roll Call
- e. Proclamations: None.

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS – None.

3. CONSENT CALENDAR

One roll call vote will be taken for all items placed on the consent calendar.

- 3a. Approve the Minutes of the June 5, 2012 Regular Meeting; and the June 7 and the June 20, 2012 Special Council Meeting.
- 3b. Approve Check Register in the amount of \$1,299,503.56.
- 3c. Accept Safety Lighting Conversion work with Republic Intelligent Transportation Services, Inc. and the HVAC Replacement with Sierra Refrigeration, Heating and Air Conditioning as complete and authorize the Town Clerk to file Notices of Completion with the County Recorder's Office with release of payment funds in the amounts of \$44,005.00 and \$10,763.75 following a 35-day lien period provided no liens are filed.
- 3d. Approve amendment to the agreement with Dwight L. Moore for Town Attorney services to reflect a reduction of monthly hours and to extend the term through June 30, 2014 and authorize the Mayor to execute the agreement.
- 3e. Authorize the Mayor and Town Manager to execute the Fifth Amendment to Dismissal and Tolling Agreement between the Town of Paradise and Oak Creek Estates to extend the tolling date to June 1, 2013.
- 3f. Approve Temporary Construction Easement acquisition documents and the agreements for the purchase of these easements across 12 various properties as detailed in the staff report for the Pearson/Recreation Signal Project and (1) Authorize the Town Engineer or Town Manager to execute the "Agreement(s) Between Property Owner and the Town of Paradise" for each and all of the Temporary Construction Easements; (2) Authorize the Town Engineer to execute the Certificate of Acceptance for each and all of the Temporary Construction Easements; and, (3) Approve payment in the amounts and to the various owners cited as detailed on the staff report. This portion of the project is being paid for at 88.78% by Congestion Mitigation Air Quality (CMAQ) funds. The Town's liability is 11.22% of the \$14,250.00 total for TCE acquisition, or \$1,598.85.
- 3g. Approve the "Easement for Public Road and Public Utilities" acquisition and the agreement for the purchase of this easement for the Pearson/Recreation Signal Project and (1) Authorize the Town Engineer or Town Manager to execute the "Agreement(s) Between Property Owner and the Town of Paradise" for each and all of the Permanent Construction Easements; (2) Authorize the Town Engineer to execute the Certificate of Acceptance for each and all of the Permanent Construction Easements; and, (3) Approve payment of \$6,000.00 to the Wilkinson Family Trust, et al. for the Permanent Easement. This portion of the project is being paid for at 88.78% by CMAQ funds. The Town's liability for the right-of-way

portion is 11.22%. For this easement, the Town shall be responsible for \$673.20.

- 3h. Approve the Grant Deed acquisition documents and agreements to purchase easements for the Pearson/Recreation Drive Signal Project, and (1) Authorize the Town Engineer or the Town Manager to execute the "Agreement(s) Between Property Owner and the Town of Paradise" for each and all of the Grant Deeds for the Pearson/Recreation Drive Signal Project; (2) Authorize the Town Engineer to execute the Certificate of Acceptance for each and all of the Grant Deeds; (3) Approve payment in the amounts and to the various owners cited as detailed in the staff report. This portion of the project is being paid for at 88.78% by CMAQ funds. The Town's liability for the Grant Deeds is 11.22% of \$6,620.00, or \$742.76.
- 3i. Approve and authorize the Town Manager to execute a Utility Agreement between the Town and Paradise Irrigation District (PID), as approved by the Town Attorney, for work to be performed by PID for the Pearson/Recreation Drive Signal Project. The subject agreement represents the Town's negotiations with PID and the Federal Highway Administration (FHWA) methodology for reimbursement of PID's work.
- 3j. Adopt Resolution No. 12-___, "A Resolution of the Town Council of the Town of Paradise authorizing the submittal of an application to the California State Department of Housing and Community Development for the funding under the HOME Investment Partnerships Program; and, if selected, the execution of a standard agreement, any amendments thereto, and any related documents necessary to participate in the HOME Investment Partnerships Program."
- 3k. Authorize the Town Manager to execute the amendment to the Rolls Anderson Rolls contract for interim engineering services extending the term from July 1 through October 15, 2012 for a cost of \$54,000. The cost of this contract will be paid through a federal CMAQ grant and gas tax funds, with a small amount charged to General Fund, and will be included in the 2012-13 budget. The costs are approximated as follows: CMAQ-\$42,000; Gas tax- \$10,000; and, General Fund-\$2,000.
- 3l. (1) Approve the Plans, Specification and Estimates for Various Asphalt Repairs 2012 project; and, (2) Authorize Development Services staff to advertise the project.
- 3m. Approve the restated and amended 960-hour per fiscal year annuitant contract with Charles L. Rough, Jr. for Town Manager services as submitted to comply with changes requested by CALPERS, and authorize the Mayor to execute the agreement.

4. PUBLIC HEARING PROCEDURE

- a. Staff report (15 minutes total maximum)
- b. Open hearing to the public
 - 1. Project proponents or in favor of (15 minutes total maximum)
 - 2. Project opponents or against (15 minutes total maximum)
 - 3. Rebuttals - when requested (15 minutes total maximum or 3 minutes maximum per speaker)
- c. Close hearing to the public
- d. Council discussion
- e. Motion
- f. Vote

5. PUBLIC HEARINGS

- 5a.** Conduct a public hearing regarding Planning Commission recommendation for Town Council adoption of text amendments to the Town's zoning regulations contained in Paradise Municipal Code Title 17 (Zoning). If adopted, the amendments would affect municipal code sections related to off-street parking regulations and would result in a change in the formula for calculating the amount of off-street parking required for retail services, an adjustment in the threshold for a loading space requirement and the establishment of a formal process by which a reduction in off-street parking requirements could be granted under certain specific circumstances. After the public hearing is closed, Council will consider: (1) Concurring with the project "CEQA" determination finding adopted by the Planning Commission on June 19, 2012 and embodied within Planning Commission Resolution No. 12-01; (2) Waiving the reading of entire Ordinance No. ___ and approve reading by title only; and, (3) Introducing Ordinance No. ___, An Ordinance Amending Text Regulations Within Paradise Municipal Code Chapter 17.38 Relating to Off-Street Parking Regulations. **(ROLL CALL VOTE)**

6. PUBLIC COMMUNICATION

This is the time for members of the audience who have completed a "Request to Address Council" card and given it to the Clerk to present items not on the Agenda. Comments should be limited to a maximum of three minutes duration. The Town Council is prohibited by State Law from taking action on any item presented if it is not listed on the Agenda.

7. COUNCIL CONSIDERATION

- 7a.** Consider adopting Resolution No 12-___, A Resolution Authorizing Solicitation and Acceptance of Grant Funding Administered by the Department of Alcoholic Beverage Control and Authorizing the Mayor and the Chief of Police to Execute the Grant . **(ROLL CALL VOTE)**

8. COUNCIL COMMUNICATION (Council Initiatives)

Council oral reports of their representation on Committees/Commissions.

- 8a. Discuss and consider action to change the regular meeting date of the Town Council from the first Tuesday to the second Tuesday of the month; and, (1) Waive reading of entire Ordinance No. ___ and approve reading by title only; and, (2) Introduce Ordinance No. ___, An Ordinance Amending Section 2.08.010 of the Paradise Municipal Code Relating to Regular Meeting Date for the Paradise Town Council. **(ROLL CALL VOTE)**

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

Town Manager oral reports

10. CLOSED SESSION

- 10a. Pursuant to Government Code Section 54956.9(c), the Town Council will hold a closed session with the Town Attorney to consider initiating litigation, one potential case.
- 10b. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Charles L. Rough, Jr., Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Paradise Firefighters Association and the Paradise Police Officers Association.

11. ADJOURNMENT

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

TOWN/ASSISTANT TOWN CLERK SIGNATURE _____	

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – June 05, 2012**

1. OPENING

The Regular Town Council meeting was called to order by Mayor Culleton at 6:03 p.m. in the Town Council Chambers located at 5555 Skyway, Paradise, California. Following the pledge of allegiance the invocation was offered by Council Member White.

COUNCIL MEMBERS PRESENT: Scott Lotter, Tim Titus, Alan White and Steve “Woody” Culleton, Mayor

COUNCIL MEMBERS ABSENT: Joe DiDuca

STAFF PRESENT: Assistant Town Clerk Volenski, Town Manager Rough, Town Attorney Moore, Assistant Town Manager Gill, Rob Cone, Interim Fire Chief, Finance Director Will, Acting Police Chief Tazzari, Public Works Manager Derr, Community Development Director Baker, HR/Risk Management Analyst Peters.

e. Proclamations/Presentations:

- (1) Justin Hampton was not available to present at this meeting the completion of his Senior Project – Mileage markers on the Paradise Memorial Trailway.
- (2) Girl Scout Troop #70084 members were presented certificates of recognition for their participation in the Paradise Memorial Trailway Cleanup Leadership Project "It's Our Planet - Love It."

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS - None.

3. CONSENT CALENDAR

One roll call vote will be taken for all items placed on the consent calendar.

MOTION by Lotter, seconded by White, adopted the following consent Calendar Items by unanimous vote with DiDuca absent and not voting.

- 3a. Approved the Minutes of the 5/1/2012 Special Meeting and 5/1/2012 Regular Meeting Minutes.
- 3b. Approved Cash Disbursements Report in the amount of \$1,255,072.34. (310-10-28)
- 3c. 1) Adopted Agreement between the Town of Paradise and the Paradise Irrigation District to fund the water main replacement starting at 5499 Feather River Place to Jensen Court; and 2) Authorized the Town

Manager to sign the attached agreement. (The Hydrant Fund will be responsible for 50% of total project cost or \$63,000). (440-30-05)

- 3d. Accepted Fluorescent and LED Lighting Conversion Contract with Castro Electric as complete and authorized the Town Clerk to file a Notice of Completion with the County Recorder's Office with release of 100% of security and payment funds in the amount of \$11,942.00 following a 35-day lien period provided no liens are filed. (510-20-46)
- 3e. Acknowledged receipt of the 3rd Quarter Investment Report for the Fiscal Year Ended June 30, 2012. (360-30-05)
- 3f. Accepted the 2011 Annual Report of the Paradise Planning Commission to the Town Council Regarding the Implementation Status of the 1994 Paradise General Plan. (760-40-55)
- 3g. Accepted the 2011 Annual Report of the Paradise Planning Commission Regarding Progress Toward Implementation of the 1994 Paradise General Plan Housing Element. (760-40-53)
- 3h. Awarded a two-year services contract to Peerless Building Maintenance Company for janitorial services 7/1/2012 to 6/30/2014 for an annual amount of \$17,406.60 and authorized the Town Manager to execute the agreement. (C04-11)

4. PUBLIC HEARING PROCEDURE

- a. Staff report (15 minutes total maximum)
- b. Open hearing to the public
 - 1. Project proponents or in favor of (15 minutes total maximum)
 - 2. Project opponents or against (15 minutes total maximum)
 - 3. Rebuttals - when requested (15 minutes total maximum or 3 minutes maximum per speaker)
- c. Close hearing to the public
- d. Council discussion
- e. Motion
- f. Vote

5. PUBLIC HEARINGS - None.

6. PUBLIC COMMUNICATION – None.

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7. COUNCIL CONSIDERATION

- 7a. **MOTION by Lotter, seconded by White**, concurred with the recommendation of the Planning Commission Interview Panel to appoint

Greg Bolin and James Clarkson to the two positions on the Paradise Planning Commission which terms of office will commence July 1, 2012 and end June 30, 2016. Roll call vote was unanimous with Council Member DiDuca absent and not voting. (760-45-12 & 760-45-15)

Town Manager Rough requested that Council discuss agenda item 7c prior to agenda item 7b and Council concurred.

Town Manager Rough reported that the scheduling of the proposed CALFIRE meeting with the Firefighters will not be held until June 13 and that the suggested days of June 14 or 18 will not provide enough time for the report to be updated after the CALFIRE meeting. Mr. Rough proposed that the meeting be held anytime after June 18.

1. Tom Kelly stated that this was a very important decision for the Town of Paradise and that all the citizens needed to be made aware of the meeting and have the chance to see the proposal and that there needed to be publicity in the Paradise Post.

Manager Rough stated that Rick Silva, Editor of the Paradise Post, has pledged to provide significant coverage of the meeting in the newspaper and that the information would also be provided on the Website.

Council Member Titus suggested the Special Meeting regarding CALFIRE be held at a different venue to accommodate a potentially large number of attendees. Staff will investigate the possibility of holding the meeting at the Intermediate School.

- 7c. **MOTION by White, seconded by Titus**, set a special meeting for Wednesday, June 20, 2012 at 6:00 pm, for the Town Council to review and consider the Study Group's analysis and evaluation of CAL FIRE'S proposal for contracted personnel services. Roll call vote was unanimous with Council Member DiDuca absent and not voting. (440-05-25)

Manager Rough stated that the decision made at the Special Town Council Meeting regarding CALFIRE will significantly affect the budget and the time needed to put it together and that at the Special meeting he would like to propose an extension of the budget meeting until after the regular meeting in July.

- 7b. **MOTION by Titus, seconded by White**, continued item 7b to July 10, 2012, - the setting of a special meeting date for the review of the 2012/2013 budget. Roll call vote was unanimous with Council Member DiDuca absent and not voting. (340-10-33)

8. COUNCIL COMMUNICATION (Council Initiatives)

Council oral reports of their representation on Committees/Commissions.

- 8a. **MOTION by White, seconded by Culleton**, designated Council Member Lotter as the voting delegate and Mayor Culleton and Vice Mayor Titus as

the two alternates (in that order) to take action on proposed resolutions that establish League policy that will be presented at the Annual Business Meeting at the League of Cities Annual Conference in San Diego, California, September 5-7, 2012. Roll call vote was unanimous with Council Member DiDuca absent and not voting. (150-50-64)

Council requested that an item be agenzized on the July Town Council agenda, under Council Initiatives to consider moving the Town Council meetings back to the second Tuesday of the month.

Council also requested that the job description for the Town Manager position be placed on the July Town Council Special meeting Agenda relating to the budget and that the succession plan for the Town Manager position be on the August Town Council regular meeting agenda.

8b. Council Member Lotter reported that on June 22, the League of California, Sacramento Valley Division meeting will be held in South Lake Tahoe and that Mayor Culleton and himself will be attending.

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

Town Manager oral reports

9a. Manager Rough requested that Council adjourn the Regular Meeting to July 10, 2012.

10. CLOSED SESSION

At 6:43 p.m. Mayor Culleton announced that the Town Council would meet in closed session for the following matter:

10a. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Charles L. Rough, Jr., Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Paradise Firefighters Association and the Paradise Police Officers Association.

Mayor Culleton reconvened the regular meeting at 7:02 p.m. and announced that direction was given and no action was taken in closed session.

11. ADJOURNMENT

At 7:03 Council concurred to adjourn the Regular Council Meeting to July 10, 2012 at 6:00 p.m.

DATE APPROVED:

By: _____
Steve "Woody" Culleton, Mayor

Dina A. Volenski, Assistant Town Clerk

**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 4:00 PM – June 07, 2012**

1. OPENING

The Special Town Council meeting was called to order by Mayor Culleton at 4:03 p.m. in the Town Council Chambers located at 5555 Skyway, Paradise, California. Mayor Culleton led the Pledge of Allegiance to the Flag of the United States of America.

COUNCIL MEMBERS PRESENT: Scott Lotter, Tim Titus and Steve “Woody” Culleton, Mayor

COUNCIL MEMBERS ABSENT: Joe DiDuca and Alan White

STAFF PRESENT: Assistant Town Clerk Volenski, Town Attorney Moore, Assistant Town Manager Gill and Finance Director Will.

2. ITEMS FOR CONSIDERATION-ACTION CALENDAR

Attorney Moore presented the report to the Town Council stating that the Department of Finance disallowed three loans that the Town of Paradise made to the Redevelopment Agency. A letter dated May 11, 2012 from the Department of Finance (DOF) stated they would not recognize almost \$1 million in loans as obligations from the Redevelopment Agency under the new trust fund. After research, it appears the best approach would be to reenter into the agreements based on the provision in the law (Health & Safety Code 34178) that says the agreements are void, however, a Successor Agency wishing to enter or reenter into an agreement with the city that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of the oversight board.

The way the law is currently written, this may be the only way for the DOF to recognize the obligation and if the law changes and they still do not recognize the obligation there is nothing lost. Attorney Moore has drafted an agreement for every loan with no changes to the previous agreements.

2a. **MOTION by Titus, seconded by Lotter**, adopted Town of Paradise Resolution No. 12-20 and authorized the Town of Paradise to re-enter into the following three (3) loan agreements with the Successor Agency of the Paradise Redevelopment Agency with the amendments to the contracts(in Recitals, Section B, adding Health and Safety Code Section 34178):

1. A five (5) year interest bearing loan at 4.5% interest from the Town of Paradise in the amount of \$479,613 to cover Agency non-housing administrative and program costs through June 2011. Agreement dated March 1, 2011.
2. A five (5) year interest bearing loan at 4.5% interest from the Town of Paradise in the amount of \$657,595 to cover Agency non-housing administrative and program costs through June 2009. Agreement dated March 9, 2010.

3. A five (5) year repayable loan at 4.5% interest from the Town of Paradise in the amount of \$198,712 to cover Agency non-housing administrative and program costs through September 2006. Agreement dated March 27, 2007.

Roll call vote was unanimous with DiDuca and White absent and not voting.

3. ADJOURNMENT

Mayor Culleton adjourned the Special Town Council meeting at 4:18 p.m.

DATE APPROVED:

By: _____
Steve "Woody" Culleton, Mayor

Dina A. Volenski, Assistant Town Clerk

**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 6:00 PM – June 20, 2012**

1. OPENING

Mayor Culleton called the Special Meeting of the Town Council to order in the Paradise Town Council Chambers at 6:00 pm and led the pledge of allegiance to the flag of the United States of America.

COUNCIL MEMBERS PRESENT: Joe DiDuca, Scott Lotter, Tim Titus, Alan White and Steve “Woody” Culleton, Mayor.

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Town Clerk Gutierrez, Town Manager Rough, Town Attorney Moore, Assistant Town Manager Gill, Community Development Director Baker, Finance Director Will, HR/Risk Management Analyst Peters, HR/Risk Management Manager Peters, Public Works Manager Derr, Acting Police Chief Tazzari, and Interim Fire Chief Cone.

2. COUNCIL CONSIDERATION

Item 2a-1: Following a report from Town Manager Rough, Mayor Culleton opened the matter of adopting a resolution approving interim budget appropriations to public comment.

1. Tom Kelly stated that he is in favor of the resolution.

2a-1: MOTION by White, seconded by DiDuca, adopted Resolution No. 12-21, a Resolution of the Town Council of the Town of Paradise approving Interim Budget Appropriations for July 2012 of the 2012-2013 fiscal year ending June 30, 2013. Roll call vote was unanimous.

Item 2a-2: Manager Rough reported to Council regarding the work effort since Council adopted Resolution 11-10 on April 12, 2011, which authorized the Town Manager to investigate the possibility of contracting Town fire personnel services to Cal Fire. Manager Rough stated that a Request for Proposal was submitted to Cal Fire after Council approval on September 15, 2011; Cal Fire responded with a proposal on January 20, 2012; and, discussed the effort of the study group in analyzing the four specific service level alternatives that are detailed in the staff report that led to the conclusion that contracted fire personnel services with Cal Fire would represent enhanced fire protection and emergency response services for our community and short and long term savings to the Town.

Mayor Culleton called for a recess at 6:55 pm and reconvened the meeting at 7:05 pm.

Mayor Culleton opened the matter for public input.

1. Tom Cole stated that he is a 30-year resident of Paradise, was employed in Town public safety for 20 years as a police officer and as a fire fighter, that it hurts him to think that the Town may not have its own fire department even though Cal Fire is a very effective agency, that there will be issues to address in a transitional MOU and asked to Council to stay attentive to the men who will be transitioning and to treat them fairly.

2. John Singler stated that he is a resident of Paradise and the president of the Paradise Firefighters Association, that the process of evaluating the proposal has been long and arduous; that the association has only been met with twice on the matter and that he thinks the vote of the association was influenced by threat of lay-offs; handed Council a copy of letter sent to retirees relating to retiree medical premiums; and, stated if employees are transitioned to Cal Fire, they will no longer be a liability to the Town.

Manager Rough stated that there was a follow-up letter sent to retirees informing that subsequent information was received indicating that there would be an impact to retired employees' benefits and discussed the rationale for capping medical premiums prior to any transition.

3. Keith Lockwood asked for the Council to consider changing the language in the Council action requested in paragraph 1b by deleting the words "that results in" with the words "with the objective of" as they relate to a cap on medical benefit premiums for current fire personnel.

4. Donald Becker stated that his experience with the immediate response of the Fire Department has been excellent, and asked if contracting with Cal Fire would affect the cost of fire insurance premiums for homeowners.

5. Tom Kelly stated that he thinks this proposal came as a sudden thing to many people in the town; asked if the Town could afford to wait until the Supreme Court makes a decision on the Affordable Health Care Act; that he thinks benefits guaranteed to retirees should be honored; questioned the retention of equipment by the Town if the personnel services are contracted to Cal Fire; and, asked if there is a provision for going back.

6. Vicky Hoggins stated that she first read about the proposal in today's newspaper, and asked if there will be another chance for public input.

Manager Rough stated that there will be additional opportunities for public input and that a proposed contract will have to come back to the Council for approval at a public meeting.

7. Loren Harvey thanked the Council for trying to solve this problem that was created by the economy going down and for trying to save the jobs of the firefighters.

8. David Lee stated that he sat on the board for Fire Protection District over 30 years ago, supported the incorporation of the Town for economic reasons, thinks the decision that the Council needs to make is the same as they had to make then, that is to keep the Fire Department whole, that Cal Fire is an outstanding department – as is the Paradise Fire Department - and to save money and keep the Town whole is the priority.

9. John Simon, stated that he has served Paradise as a firefighter in the Fire Protection District (FPD) and as a Paradise firefighter for 34 years, that in the transition from the FPD to a Town Fire Department PERS retirement benefits to employees were lost; that a transition can be very divisive; and, asked the Council to remember the emotional impact on the employees and to check out any detrimental impacts and to not let issues fall through the cracks just to save money.

May Culleton closed the public comment at 7:45 pm.

2a-2: MOTION by White, seconded by Titus, (1) Approved the Study Group's determination that a fire personnel services contract with CAL FIRE represents enhanced emergency services and great cost savings for our Town and community; AND, (2) Authorized the Town Manager and the Town Attorney to work with a committee of two designated members of the Town Council to develop the actual fire personnel services contract agreement with CAL FIRE, subject to final review and approval of the Town Council; AND, (3) Instructed the Town Manager and the Town's negotiation team to finalize current contract negotiations with the Paradise Firefighter's Association with the objective of a cap on medical benefit premiums for current fire personnel, prior to initiating Transitional Memorandum Of Understanding Agreement negotiations with the Paradise Firefighter's Association; AND, (4) Following ratification of the Memorandum Of Understanding Agreement with the Paradise Firefighter's Association, further authorized the Town Manager and the Town's negotiation team to meet and confer with the Paradise Firefighter's Association to develop a Transitional Memorandum of Understanding Agreement, subject to final review and approval by the Town Council. Roll call vote was unanimous.

Council concurred to appoint a committee of Mayor Culleton and Vice Mayor Titus to work to develop a fire personnel services contract agreement with Cal Fire, subject to final review and approval of the Town Council, and authorized the Town Manager and Town Attorney to work with the committee.

3. ADJOURNMENT

Mayor Culleton adjourned the Special Council Meeting at 8:15 pm.

DATE APPROVED:

by:

Steve Culleton, Mayor

Joanna Gutierrez, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
MAY 21, 2012 - JUNE 20, 2012

May 21, 2012 - June 20, 2012

Check Date	Pay Period End	DESCRIPTION	AMOUNT
5/25/2012	5/20/2012	Net Payroll - Direct Deposits & Checks	\$154,101.88
6/8/2012	6/3/2012	Net Payroll - Direct Deposits & Checks	\$197,310.25
		TOTAL NET WAGES PAYROLL	<u>\$351,412.13</u>
		PR VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	<u>\$345,437.86</u>
		TOTAL CASH DISBURSEMENTS - PAYROLL	<u>\$696,849.99</u>
		TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$602,653.57</u>
		GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$1,299,503.56</u></u>

APPROVED BY: _____
CHARLES L. ROUGH, TOWN MANAGER

APPROVED BY: /s/ _____
GINA S. WILL, FINANCE DIRECTOR/TOWN TREASURER

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 5/21/2012 - To Payment Date: 6/20/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Wells Fargo AP Checking									
Check									
56177	05/24/2012	Open			Accounts Payable	JOHN REGH INLAND LEASING	\$426.86		
56178	05/24/2012	Reconciled		05/31/2012	Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$81.86	\$81.86	\$0.00
56179	05/24/2012	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
56180	05/24/2012	Reconciled		05/31/2012	Accounts Payable	ALERT LOCK & KEY	\$72.50	\$72.50	\$0.00
56181	05/24/2012	Reconciled		05/31/2012	Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$585.31	\$585.31	\$0.00
56182	05/24/2012	Reconciled		05/31/2012	Accounts Payable	AT&T	\$991.10	\$991.10	\$0.00
56183	05/24/2012	Reconciled		05/31/2012	Accounts Payable	BASIC LABORATORY	\$3,038.00	\$3,038.00	\$0.00
56184	05/24/2012	Reconciled		05/31/2012	Accounts Payable	Big O Tires	\$68.00	\$68.00	\$0.00
56185	05/24/2012	Open			Accounts Payable	BRAUN, KAREN	\$23.00		
56186	05/24/2012	Reconciled		05/31/2012	Accounts Payable	BUTTE CO TREASURER	\$746.32	\$746.32	\$0.00
56187	05/24/2012	Open			Accounts Payable	BUTTE COUNTY CREDIT BUREAU	\$14.00		
56188	05/24/2012	Open			Accounts Payable	CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	\$1,264.97		
56189	05/24/2012	Reconciled		05/31/2012	Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,631.00	\$1,631.00	\$0.00
56190	05/24/2012	Reconciled		05/31/2012	Accounts Payable	CITY OF CHICO	\$1,428.09	\$1,428.09	\$0.00
56191	05/24/2012	Reconciled		05/31/2012	Accounts Payable	COMCAST CABLE	\$71.84	\$71.84	\$0.00
56192	05/24/2012	Reconciled		05/31/2012	Accounts Payable	COMCAST CABLE	\$72.79	\$72.79	\$0.00
56193	05/24/2012	Reconciled		05/31/2012	Accounts Payable	COMCAST CABLE	\$87.79	\$87.79	\$0.00
56194	05/24/2012	Reconciled		05/31/2012	Accounts Payable	COMCAST CABLE	\$117.79	\$117.79	\$0.00
56195	05/24/2012	Reconciled		05/31/2012	Accounts Payable	COMP	\$459.00	\$459.00	\$0.00
56196	05/24/2012	Open			Accounts Payable	CORBIN WILLITS SYS. INC.	\$348.00		
56197	05/24/2012	Reconciled		05/31/2012	Accounts Payable	DAY WIRELESS SYSTEMS - MILWAUKIE, OR	\$1,027.46	\$1,027.46	\$0.00
56198	05/24/2012	Reconciled		05/31/2012	Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$36,023.74	\$36,023.74	\$0.00
56199	05/24/2012	Reconciled		05/31/2012	Accounts Payable	DOGGIE WALK BAGS, INC.	\$284.20	\$284.20	\$0.00
56200	05/24/2012	Reconciled		05/31/2012	Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$2,168.34	\$2,168.34	\$0.00
56201	05/24/2012	Reconciled		05/31/2012	Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$301.33	\$301.33	\$0.00
56202	05/24/2012	Open			Accounts Payable	FIRE APPARATUS & EMERGENCY EQUIP MAGAZINE	\$30.00		
56203	05/24/2012	Open			Accounts Payable	FRED PRYOR SEMINARS	\$384.00		
56204	05/24/2012	Reconciled		05/31/2012	Accounts Payable	I-5 RENTALS	\$2,788.13	\$2,788.13	\$0.00
56205	05/24/2012	Reconciled		05/31/2012	Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$588.54	\$588.54	\$0.00
56206	05/24/2012	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$360.91		
56207	05/24/2012	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$100.00		
56208	05/24/2012	Reconciled		05/31/2012	Accounts Payable	Law Office of Gregory P. Einhorn	\$2,265.00	\$2,265.00	\$0.00
56209	05/24/2012	Open			Accounts Payable	LAWRIE, CURTIS	\$122.10		
56210	05/24/2012	Open			Accounts Payable	LYNCH, VALERIE	\$23.00		
56211	05/24/2012	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$40,331.00		
56212	05/24/2012	Open			Accounts Payable	MINE SAFETY APPLIANCES COMPANY	\$1,413.37		
56213	05/24/2012	Reconciled		05/31/2012	Accounts Payable	Mood, Alexander	\$71.68	\$71.68	\$0.00
56214	05/24/2012	Reconciled		05/31/2012	Accounts Payable	NEW WORLD SYSTEMS CORP.	\$4,070.59	\$4,070.59	\$0.00
56215	05/24/2012	Reconciled		05/31/2012	Accounts Payable	O'REILLY AUTO PARTS	\$249.20	\$249.20	\$0.00
56216	05/24/2012	Reconciled		05/31/2012	Accounts Payable	OFFICE DEPOT ACCT#36233169	\$217.37	\$217.37	\$0.00

CASH DISBURSEMENTS REPORT

From Payment Date: 5/21/2012 - To Payment Date: 6/20/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
56217	05/24/2012	Reconciled		05/31/2012	Accounts Payable	PACIFIC GAS & ELECTRIC	\$128.41	\$128.41	\$0.00
56218	05/24/2012	Reconciled		05/31/2012	Accounts Payable	PARADISE COMMUNITY VILLAGE	\$359,270.30	\$359,270.30	\$0.00
56219	05/24/2012	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$742.24		
56220	05/24/2012	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$97.16		
56221	05/24/2012	Reconciled		05/31/2012	Accounts Payable	RAPP, ERIC	\$77.27	\$77.27	\$0.00
56222	05/24/2012	Reconciled		05/31/2012	Accounts Payable	REPUBLIC ITS, INC.	\$3,999.38	\$3,999.38	\$0.00
56223	05/24/2012	Open			Accounts Payable	RHA INC	\$330.00		
56224	05/24/2012	Reconciled		05/31/2012	Accounts Payable	RIEBES AUTO PARTS	\$146.30	\$146.30	\$0.00
56225	05/24/2012	Reconciled		05/31/2012	Accounts Payable	Rolls Anderson & Rolls Civil Engineers	\$3,727.00	\$3,727.00	\$0.00
56226	05/24/2012	Open			Accounts Payable	RUNDLE, ED	\$23.00		
56227	05/24/2012	Reconciled		05/31/2012	Accounts Payable	STANLEY CONVERGENT SECURITY SOLUTIONS	\$176.40	\$176.40	\$0.00
56228	05/24/2012	Reconciled		05/31/2012	Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$101.19	\$101.19	\$0.00
56229	05/24/2012	Reconciled		05/31/2012	Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$15.42	\$15.42	\$0.00
56230	05/24/2012	Reconciled		05/31/2012	Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$34.15	\$34.15	\$0.00
56231	05/24/2012	Reconciled		05/31/2012	Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$64.57	\$64.57	\$0.00
56232	05/24/2012	Open			Accounts Payable	TOM'S TREE SERVICE	\$1,670.00		
56233	05/24/2012	Open			Accounts Payable	VALLEY CLINICAL & CONSULTING SERVICES	\$450.00		
56234	05/24/2012	Reconciled		05/31/2012	Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$1,300.00	\$1,300.00	\$0.00
56235	05/24/2012	Reconciled		05/31/2012	Accounts Payable	VERIZON WIRELESS	\$250.47	\$250.47	\$0.00
56236	05/24/2012	Reconciled		05/31/2012	Accounts Payable	VERIZON WIRELESS	\$76.18	\$76.18	\$0.00
56237	05/24/2012	Reconciled		05/31/2012	Accounts Payable	VERIZON WIRELESS	\$494.13	\$494.13	\$0.00
56238	05/24/2012	Reconciled		05/31/2012	Accounts Payable	VERIZON WIRELESS	\$686.37	\$686.37	\$0.00
56239	05/24/2012	Reconciled		05/31/2012	Accounts Payable	VERIZON WIRELESS	\$325.97	\$325.97	\$0.00
56240	05/24/2012	Reconciled		05/31/2012	Accounts Payable	WITTMEIER AUTO CENTER	\$95.00	\$95.00	\$0.00
56241	06/01/2012	Open			Accounts Payable	BUZZARD, CHRIS	\$652.97		
56242	06/01/2012	Open			Accounts Payable	DHABOLT, OTIS	\$161.14		
56243	06/01/2012	Open			Accounts Payable	EUROTAS, KARI	\$125.40		
56244	06/01/2012	Open			Accounts Payable	HAUNSCHILD, MARK	\$201.01		
56245	06/01/2012	Open			Accounts Payable	ICMA RETIREMENT #107773	\$287.17		
56246	06/01/2012	Open			Accounts Payable	MOBILITIE INVESTMENTS II, LLC	\$100.00		
56247	06/01/2012	Open			Accounts Payable	MOORE, DWIGHT, L.	\$12,650.00		
56248	06/01/2012	Open			Accounts Payable	ROUGH JR., CHARLES L.	\$125.40		
56249	06/01/2012	Open			Accounts Payable	WELLS FARGO BANK NA	\$2,500.00		
56250	06/01/2012	Open			Accounts Payable	WHALEN, SUZANNE	\$76.63		
56251	06/07/2012	Open			Accounts Payable	ANTIQUÉ & UNIQUE UPHOLSTERY	\$125.00		
56252	06/07/2012	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$319.95		
56253	06/07/2012	Open			Accounts Payable	BACKGROUNDS & MORE	\$300.00		
56254	06/07/2012	Open			Accounts Payable	Big O Tires	\$68.00		
56255	06/07/2012	Open			Accounts Payable	CAROLYN'S OFFICE SUPPLIES	\$126.87		
56256	06/07/2012	Open			Accounts Payable	DAPPER TIRE COMPANY INC.	\$574.08		
56257	06/07/2012	Open			Accounts Payable	DAVID ROWE TREE SERVICE	\$300.00		
56258	06/07/2012	Open			Accounts Payable	DAY WIRELESS SYSTEMS - MILWAUKIE, OR	\$3,145.75		

CASH DISBURSEMENTS REPORT

From Payment Date: 5/21/2012 - To Payment Date: 6/20/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
56259	06/07/2012	Open			Accounts Payable	DON'S SAW & MOWER	\$69.24		
56260	06/07/2012	Open			Accounts Payable	ESRI	\$1,243.50		
56261	06/07/2012	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$161.32		
56262	06/07/2012	Open			Accounts Payable	FEDERAL EXPRESS	\$79.47		
56263	06/07/2012	Open			Accounts Payable	FISHER, JOSH	\$20.20		
56264	06/07/2012	Open			Accounts Payable	FLEET TRUCK SUPPLY INC	\$248.13		
56265	06/07/2012	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$117.98		
56266	06/07/2012	Open			Accounts Payable	HELENA SPECIALTY PRODUCTS	\$1,156.64		
56267	06/07/2012	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$507.93		
56268	06/07/2012	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$45.25		
56269	06/07/2012	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$766.34		
56270	06/07/2012	Open			Accounts Payable	JENKINS, MICHAEL	\$60.00		
56271	06/07/2012	Open			Accounts Payable	KUSTOM SIGNALS, INC.	\$804.38		
56272	06/07/2012	Voided	Duplicate Payment	06/07/2012	Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$44.54		
56273	06/07/2012	Open			Accounts Payable	LOWE, DARLENE	\$102.77		
56274	06/07/2012	Open			Accounts Payable	M.S. TEDESCO CONSTRUCTION	\$3,938.40		
56275	06/07/2012	Open			Accounts Payable	MAR-KEN INTERNATIONAL POLICE K-9 TRAINING CTR	\$240.00		
56276	06/07/2012	Open			Accounts Payable	MARQUIS, JOSH	\$139.63		
56277	06/07/2012	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$8,667.23		
56278	06/07/2012	Open			Accounts Payable	O'REILLY AUTO PARTS	\$153.80		
56279	06/07/2012	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$7,215.04		
56280	06/07/2012	Open			Accounts Payable	PARADISE ALLIANCE CHURCH	\$240.00		
56281	06/07/2012	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$165.91		
56282	06/07/2012	Open			Accounts Payable	PBM SUPPLY & MFG INC	\$38.48		
56283	06/07/2012	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$887.65		
56284	06/07/2012	Open			Accounts Payable	REPUBLIC ITS, INC.	\$3,106.19		
56285	06/07/2012	Open			Accounts Payable	RIEBES AUTO PARTS	\$548.77		
56286	06/07/2012	Open			Accounts Payable	SHASTA FIRE EQUIPMENT, INC	\$34.00		
56287	06/07/2012	Open			Accounts Payable	SKYWAY PET HOSPITAL,	\$107.83		
56288	06/07/2012	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	\$6,665.00		
56289	06/07/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$89.04		
56290	06/07/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$6.28		
56291	06/07/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$20.27		
56292	06/07/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$32.04		
56293	06/07/2012	Open			Accounts Payable	THRIFTY ROOTER	\$589.00		
56294	06/07/2012	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
56295	06/07/2012	Open			Accounts Payable	US BANCORP OFFICE EQUIP FINANCE SERVICES	\$526.49		
56296	06/07/2012	Open			Accounts Payable	VERIZON WIRELESS	\$58.39		
56297	06/07/2012	Open			Accounts Payable	VERIZON WIRELESS	\$51.59		
56298	06/14/2012	Open			Accounts Payable	ACI ENTERPRISES, INC.	\$675.00		

CASH DISBURSEMENTS REPORT

From Payment Date: 5/21/2012 - To Payment Date: 6/20/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
56299	06/14/2012	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$18.66		
56300	06/14/2012	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$147.18		
56301	06/14/2012	Open			Accounts Payable	AT&T	\$103.76		
56302	06/14/2012	Open			Accounts Payable	AT&T CALNET 2-REPEATER LINES	\$198.66		
56303	06/14/2012	Open			Accounts Payable	AT&T-COMMUNITY PARK	\$15.41		
56304	06/14/2012	Open			Accounts Payable	AT&T/CAL NET 2	\$4,073.02		
56305	06/14/2012	Open			Accounts Payable	BUILDERS SUPPLY-FIRE DEPARTMENT	\$50.25		
56306	06/14/2012	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$2,406.60		
56307	06/14/2012	Open			Accounts Payable	COMCAST CABLE	\$71.84		
56308	06/14/2012	Open			Accounts Payable	COMCAST CABLE	\$72.79		
56309	06/14/2012	Open			Accounts Payable	DON'S SAW & MOWER	\$19.31		
56310	06/14/2012	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$4,423.00		
56311	06/14/2012	Open			Accounts Payable	ENTENMANN-ROVIN COMPANY	\$339.24		
56312	06/14/2012	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$3,882.30		
56313	06/14/2012	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$10.15		
56314	06/14/2012	Open			Accounts Payable	L.N. CURTIS & SONS	\$337.84		
56315	06/14/2012	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$22.27		
56316	06/14/2012	Open			Accounts Payable	LIFE ASSIST INC	\$904.45		
56317	06/14/2012	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
56318	06/14/2012	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$40,000.00		
56319	06/14/2012	Open			Accounts Payable	MYERS STEVENS TOOHEY & COMPANY	\$79.20		
56320	06/14/2012	Open			Accounts Payable	NEWMAN TRAFFIC SIGNS	\$1,480.00		
56321	06/14/2012	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$554.00		
56322	06/14/2012	Open			Accounts Payable	O'REILLY AUTO PARTS	\$74.90		
56323	06/14/2012	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$181.47		
56324	06/14/2012	Open			Accounts Payable	PARADISE AUTO BODY	\$668.92		
56325	06/14/2012	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$592.29		
56326	06/14/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$11.14		
56327	06/14/2012	Open			Accounts Payable	VERIZON WIRELESS	\$250.59		
56328	06/14/2012	Open			Accounts Payable	VERIZON WIRELESS	\$266.69		
56329	06/14/2012	Open			Accounts Payable	Vigilant Canine Services	\$50.00		
Type Check Totals:							\$601,948.11	\$430,475.48	\$0.00
EFT									
39	06/20/2012	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$750.00		
Type EFT Totals:							\$750.00		
AP - Wells Fargo AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	108	\$171,428.09	\$0.00
	Reconciled	44	\$430,475.48	\$430,475.48
	Voided	1	\$44.54	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	153	\$601,948.11	\$430,475.48

CASH DISBURSEMENTS REPORT

From Payment Date: 5/21/2012 - To Payment Date: 6/20/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	1	\$750.00	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	1	\$750.00	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	109	\$172,178.09	\$0.00	
					Reconciled	44	\$430,475.48	\$430,475.48	
					Voided	1	\$44.54	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	154	\$602,698.11	\$430,475.48	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	108	\$171,428.09	\$0.00	
					Reconciled	44	\$430,475.48	\$430,475.48	
					Voided	1	\$44.54	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	153	\$601,948.11	\$430,475.48	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	1	\$750.00	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	1	\$750.00	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	109	\$172,178.09	\$0.00	
					Reconciled	44	\$430,475.48	\$430,475.48	
					Voided	1	\$44.54	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	154	\$602,698.11	\$430,475.48	



**Town of Paradise
Council Agenda Summary
Date: July 10, 2012**

Agenda Item: 3(c)

Originated by: Lauren Gill, Assistant Town Manager
Paul T. Derr, Public Works Manager
Reviewed by: Charles L. Rough, Jr., Town Manager
Subject: HVAC and Safety Light Replacement Projects, EECSBG

Council Action Requested:

1. Accept the work with Republic Intelligent Transportation Services, Inc. and Sierra Refrigeration, Heating & Air Conditioning as complete and authorize the Town Clerk to file a Notice of Completion with the County Recorder's Office with release of 100% of security and payment funds following a 35-day lien period provided no liens are filed.
OR
2. Provide staff with alternative direction.

Background:

Funding for this project is part of the Energy Efficiency and Conservation Block Grant Program (EECSBG) which provides funding to eligible small cities within the State of California to install cost effective energy retrofits within their jurisdiction.

On February 7, 2012, Council awarded the HVAC replacement project to Sierra Refrigeration Heating & Air Conditioning to provide replacement of the two HVAC units at Town Hall and one unit at Vehicle Maintenance Shop. Work commenced on May 29, 2012 and was completed on June 9, 2012. Council also awarded the Safety Light replacement project to Republic Intelligent Transportation Services, Inc. to provide replacement of Safety Lights at various intersection locations throughout the Town which commenced on May 24, 2012 and was completed on May 25, 2012.

By replacing the existing HVAC units, the Town will realize a 45% reduction in energy usage. By switching over the Safety Lighting at signalized intersections, the Town will receive a 43-54% reduction in energy usage. The original bid amount for the Safety Light Replacement and Conversion was \$44,005.00 and \$10,763.75 for the HVAC Replacement. The payment for each of the projects will be due and payable after the 35 day lien period.

Conclusion:

Staff recommends accepting the contract with Republic Intelligent Transportation Services, Inc. and Sierra Refrigeration, Heating & Air Conditioning as complete, authorizing Town Clerk to file a Notice of Completion and release of funds following a 35-day lien period provided no liens are filed.

Fiscal Impact Analysis:

The project is funded entirely with EECSBG funds. There is no fiscal impact to the

General fund.

OFFICIAL BUSINESS :

Acct. No. 2155.55.0000.5213.100

**Recording Requested by and
After Recording
Return to:**

**Town Clerk
Town of Paradise
5555 Skyway
Paradise, CA 95969**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION AND ACCEPTANCE
OF PUBLIC WORKS PROJECT**

Notice is hereby given by the Town of Paradise, California, that the HVAC Replacement Project in the Town of Paradise, California, the contract for which was let to Sierra Heating Refrigeration and Air Conditioning, as contractor, was actually completed on June 7, 2012, and was accepted by the Town of Paradise on July 10, 2012. The name and address of the contracting agency is the Town of Paradise, 5555 Skyway, Paradise, California 95969. The locations of the project are 5555 Skyway and 933 American Way in the Town of Paradise. The nature of the interest or estate of the owner is owner in fee simple.

TOWN OF PARADISE

Joanna Gutierrez, Town Clerk

I, the undersigned, declare that I am the Town Clerk of the Town of Paradise, California, and that I have read the foregoing Notice and know the content thereof and that the same is true to the best of my knowledge and belief. I declare under penalty of perjury that the foregoing is true and correct.

Executed at Paradise, California, this 11th day of July, 2012.

TOWN OF PARADISE

Joanna Gutierrez, Town Clerk

OFFICIAL BUSINESS :

Acct. No. 2155.55.0000.5213.100

**Recording Requested by and
After Recording
Return to:**

**Town Clerk
Town of Paradise
5555 Skyway
Paradise, CA 95969**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION AND ACCEPTANCE
OF PUBLIC WORKS PROJECT**

Notice is hereby given by the Town of Paradise, California, that the Safety Lighting Conversion Project in the Town of Paradise, California, the contract for which was let to Republic Intelligent Transportation Services, Inc, as contractor, was actually completed on May 24, 2012, and was accepted by the Town of Paradise on July 10, 2012. The name and address of the contracting agency is the Town of Paradise, 5555 Skyway, Paradise, California 95969. The locations of the project are at various signalized intersections in the Town of Paradise. The nature of the interest or estate of the owner is owner in fee simple.

TOWN OF PARADISE

Joanna Gutierrez, Town Clerk

I, the undersigned, declare that I am the Town Clerk of the Town of Paradise, California, and that I have read the foregoing Notice and know the content thereof and that the same is true to the best of my knowledge and belief. I declare under penalty of perjury that the foregoing is true and correct.

Executed at Paradise, California, this 11th day of July, 2012.

TOWN OF PARADISE

Joanna Gutierrez, Town Clerk

TOWN OF PARADISE
Council Agenda Summary
Date: July 10, 2012

Agenda No. 3d

ORIGINATED BY: Dwight L. Moore, Town Attorney
REVIEWED BY: Charles L. Rough, Town Manager
SUBJECT: Amended and Restated Agreement for Town Attorney

COUNCIL ACTION REQUESTED: Approve amendment to the agreement between the Town of Paradise and Dwight L. Moore for Town Attorney services.

BACKGROUND: Since May 1993, Dwight L. Moore has served as the Paradise Town Attorney.

DISCUSSION: Based on the current Town of Paradise Budget, it is necessary to amend the agreement with Dwight L. Moore to reflect a reduction of his monthly hours of legal services from 120 to 110 for the 2012/2013 fiscal year. As such, the Council is being provided with the attached amended and restated agreement for his services. The amended agreement includes language that takes effect July 1, 2012, whereby Mr. Moore's routine legal services will be reduced to 110 hours per month until June 30, 2013. Thereafter, on July 1, 2013, Mr. Moore's routine legal services will be 120 hours per month.

In addition, the agreement termination date will be changed from November 30, 2013 to June 30, 2014. Before that date, the agreement can be terminated only for cause.

No other substantive changes have been made to the agreement between the Town and Mr. Moore.

FINANCIAL IMPACT: The costs for Mr. Moore's services will be reduced by \$1,150 per month.

Attachment

AMENDED AND RESTATED AGREEMENT

An Amended and Restated Agreement by and between the **TOWN OF PARADISE**, a municipal corporation of the State of California, with offices at 5555 Skyway, Paradise, California 95969 (hereinafter known as TOWN) and **DWIGHT L. MOORE**, attorney at law, 1860 Mosure Lane, Paradise, CA 95969 (hereinafter known as ATTORNEY), effective July 1, 2012 until June 30, 2014.

SECTION 1. AMENDED AND RESTATED AGREEMENT

The TOWN and ATTORNEY hereby agree to amend and restate the Agreement originally entered into on May 4, 1993 in accordance with this amended and restated Agreement:

SECTION 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to secure Town Attorney general legal services for the Town of Paradise by Dwight L. Moore, attorney at law.

SECTION 3. DUTIES AND RESPONSIBILITIES OF THE ATTORNEY

ATTORNEY's duties shall include, but not be limited to the following:

1. To act as chief legal advisor to the Town Council;
2. To attend all regular meetings of the Town Council and such other Town Council meetings as the Council determines necessary;
3. To perform legal research and prepare opinions on various legal problems for the Town Council, Town Manager and Town departments;
4. To review ordinances, resolutions, contracts, deeds, leases and other legal documents prepared by Town staff; to draft such documents when a staff document is not available; and to offer opinions as to the legal acceptability of any such documents prepared by an outside agent or agency that are presented to the Town for consideration;
5. To recommend such changes in policies and procedures as are necessary to meet legal requirements;
6. To represent the TOWN in civil litigation and in prosecuting violations of Town ordinances and regulations, whether in civil, administrative, or criminal proceedings;
7. To confer with and render assistance to the Town Manager and department directors in establishing Town and/or departmental policies by developing and applying legal points and procedures;

8. To review proposed state legislation relating to the TOWN and to advise the TOWN accordingly;
9. To perform all other tasks deemed necessary or appropriate by the Town Council and Town Manager.

SECTION 4. ASSIGNMENTS

1. Council assignments to ATTORNEY shall come from full Council and not from individual members of the Council.
2. Staff assignments or requests to ATTORNEY shall come from the Town Manager.
3. In the event of an emergency situation, ATTORNEY shall provide for consultation by the Council or management staff after normal business hours by providing telephone numbers where the ATTORNEY can be reached.
4. ATTORNEY shall not provide consultation to any private citizen at TOWN expense unless authorized by the Town Manager or required to resolve an assignment from an authorized Town official.
5. ATTORNEY shall, on a regular basis, report to the full Council as to the status of all litigation by or against the TOWN whether prospective, pending, settled, or finally adjudicated. It is preferred, but not required, that a brief written summary be available at the time of such review.

SECTION 5. REMUNERATION

1. On July 1, 2012, basic remuneration for the ATTORNEY shall be in the form of a monthly retainer of Twelve Thousand Six Hundred Fifty Dollars (\$12,650) for 110 hours per month which shall include attendance at two (2) regularly scheduled Town Council meetings each month. Attendance at the regularly scheduled Town Council meetings shall be included in the 110 hours for which attorney is compensated. Consultation with Council and staff shall be at Town Hall unless other mutually satisfactory arrangements are made in advance. Consultation time shall include, but not be limited to, consultation, research, review, document drafting, and other similar office work. The 110 hours per month shall be fully utilized prior to any other hourly fees being charged relating to consultation services; provided, however, ATTORNEY shall be paid the retainer amount even if the hours worked are less than 110 hours per month.
2. On July 1, 2013, the basic remuneration of the monthly retainer for the ATTORNEY shall be increased to Thirteen Thousand Eight Hundred Dollars (\$13,800) for 120 hours per month for legal services for Town.
3. Any litigation services by ATTORNEY on behalf of the TOWN shall be paid at the rate of One Hundred Fifty Dollars (\$150) per hour.

4. Any services by ATTORNEY on behalf of the SUCCESSOR AGENCY OF THE PARADISE REDEVELOPMENT AGENCY shall be paid at the rate of One Hundred Twenty Dollars (\$120) per hour.
5.
 - (a) No additional charge shall be made for normal expenses such as secretarial services, photocopying, office supplies, travel within Butte County, as well as travel to and from residence or principal place of business.
 - (b) Extraordinary expenses and those required by litigation shall be paid subject to prior authorization by the Town Council.
 - (c) Travel outside Butte County shall be paid at twenty-five cents (\$.25) per mile except when going to residence or principal place of business, which shall be at ATTORNEY's own expense.
 - (d) Other allowable expenses: postage on behalf of the Town; copy charges at the approved Town rate; and fax or long distance telephone charges incurred on behalf of the Town. All charges must be itemized and approved by Town Manager.
6. ATTORNEY agrees to submit written itemized monthly billing statements to the Town Manager that include the name of the staff person or Council action requesting services. Payment of the bill shall be promptly made, but in no case, longer than thirty (30) days after receipt and approval of the bill by the Town Manager.

SECTION 6. TERM OF AGREEMENT

1. This Agreement shall terminate on June 30, 2014.
2. By mutual agreement of the parties, this Agreement may be renewed for an additional two years.
3. TOWN shall not terminate this Agreement without cause based on ATTORNEY's misconduct or inability to carry out his services under this Agreement.

SECTION 7. CONFLICT OF INTEREST

ATTORNEY shall promptly notify TOWN whenever ATTORNEY has knowledge that an actual or potential conflict of interest exists between ATTORNEY's representation of TOWN and representation of a present or prior client of ATTORNEY. ATTORNEY shall withdraw from representation of the party causing the conflict and shall continue rendering services to the TOWN provided that the TOWN wishes ATTORNEY to do so and that such representation would not violate any ethical obligations imposed on ATTORNEY.

SECTION 8. INDEMNITY AND INSURANCE

ATTORNEY agrees to maintain malpractice insurance at ATTORNEY's expense on all members of its firm and on associates who may be providing services to the TOWN in accordance with applicable State statutes and California State Bar provisions.

ATTORNEY hereby expressly agrees to indemnify and hold harmless, and to defend, TOWN and its authorized agents against any claim made against TOWN as the result of ATTORNEY's own negligent acts or omissions or willful misconduct, except to the extent that TOWN's own negligence, gross negligence or willful misconduct causes or contributes to the damages arising from such claim.

TOWN hereby expressly agrees to indemnify, defend and hold ATTORNEY harmless against any and all claims made against ATTORNEY that arise out of performance of ATTORNEY's duties as Town Attorney except to the extent that ATTORNEY's own negligence, gross negligence, or willful misconduct causes or contributes to the damages arising from such claim.

SECTION 9. MISCELLANEOUS

1. In the event of a dispute between the parties arising out of the terms and conditions of this Agreement:
 - A. This Agreement shall be interpreted according to the laws of the State of California.
 - B. Any term or condition found to be unlawful or unenforceable shall be severed from the remaining terms and conditions which shall remain in full force and effect.
 - C. The prevailing party in any such dispute shall be entitled to receive its costs and attorney fees from the other party.
2. There are no other oral or written agreements between the parties which in any way modify, reduced or enlarge the rights and obligations provided for herein. The parties may by mutual written agreement amend the terms and conditions of this Agreement.
3. Any dispute arising out of interpretation or application of this Agreement shall be resolved through arbitration in accordance with rules as promulgated by the American Bar Association.
4. This Agreement is personal to the parties and may not be assigned to another party without the consent of the other party to the Agreement.
5. This Agreement is not a contract of employment, but is an agreement for the provision of contracted legal services by and between TOWN and ATTORNEY as an independent contractor.

THIS AGREEMENT is hereby entered into this ___ day of July, 2012, by the parties by the affixing of their signatures hereto.

TOWN OF PARADISE

TOWN ATTORNEY

Steve "Woody" Culleton, Mayor

Dwight L. Moore, Town Attorney

ATTEST:

Joanna Gutierrez, Town Clerk

TOWN OF PARADISE
Council Agenda Summary
Date: July 10, 2012

Agenda No. 3e

ORIGINATED BY: Dwight L. Moore, Town Attorney

REVIEWED BY: Charles L. Rough, Jr., Town Manager

SUBJECT: Fifth Amendment to Dismissal and Tolling Agreement between
Town of Paradise and Oak Creek Estates

COUNCIL ACTION REQUESTED: Adopt a **MOTION TO:**

1. Authorize the Mayor and Town Manager to execute the Fifth Amendment to Dismissal and Tolling Agreement between Town of Paradise and Oak Creek Estates; **OR**
2. Take no action and provide direction.

BACKGROUND: On November 7, 2003, the Town and Oak Creek Estates entered into a Dismissal and Tolling Agreement relating to the discontinuation of litigation in which the Town had prevailed on an appeal concerning whether the Oak Creek Estates subdivision had been approved by operation of law. Although the Town prevailed on the appeal, the trial court still has jurisdiction to decide other causes of action that were not part of the appeal. The remaining causes of action relate to inverse condemnation and California planning law. On December 7, 2011, the Council authorized the fourth amendment to the agreement under which the litigation was tolled until June 1, 2012. Based on California statutory and case law, the Town would also prevail on both causes of action.

DISCUSSION: Oak Creek Estates has requested the Town to extend the tolling agreement for an additional year. To grant this request, the Dismissal and Tolling Agreement needs to be amended by extending the tolling date to June 1, 2013. In light of this, the attached Fifth Amendment to the Dismissal and Tolling Agreement has been prepared for your consideration.

FINANCIAL IMPACT: There is no financial impact associated with the Amendment to the Dismissal and Tolling Agreement.

Attachments

FIFTH AMENDMENT TO DISMISSAL AND TOLLING AGREEMENT

This Fifth Amendment dated _____, 2012 is to the agreement dated November 7, 2003 between the Town of Paradise (the "Town") and Oak Creek Estates, a General Partnership, formerly Oak Creek Estates, Limited Partnership, ("Oak Creek"). A copy of the Agreement is attached as Exhibit "A".

In consideration of the terms and conditions herein, the town and the Oak Creek Estates agree that the Agreement shall be amended as follows:

- 1. Section 3(b) of the agreement shall be amended to read as follows:

All time limitations and statutes of limitation that may be applicable to the remaining claims and causes of action alleged by OAK CREEK in its said Petition and Complaint and the defenses thereto alleged by TOWN, shall be tolled until no later than June 1, 2013, unless extended by the PARTIES in writing, and this tolling agreement shall preserve the *status quo* as of the Effective Date through the date of termination or expiration of this Agreement.

- 2. Conflicts between the Agreement or the prior Amendments and this Fifth Amendment shall be controlled by this Fifth Amendment. All other provisions within the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be executed on the date first written above.

TOWN OF PARADISE

OAK CREEK ESTATES, General Partnership (Formerly Oak Creek Estates, a Limited Partnership)

By: _____

By:  _____

By: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

DISMISSAL AND TOLLING AGREEMENT
BY AND BETWEEN
THE TOWN OF PARADISE
AND
OAK CREEK ESTATES, A GENERAL PARTNERSHIP
(Formerly, Oak Creek Estates, a Limited Partnership)

This Agreement is made and entered into by the Town Council of the Town of Paradise (the "TOWN"), and Oak Creek Estates, a General Partnership, formerly Oak Creek Estates, Limited Partnership, ("OAK CREEK") (collectively, the "PARTIES" and singularly "PARTY").

The purpose of this Agreement is to avoid the continuation of litigation between the TOWN and OAK CREEK by providing for the dismissal of said litigation without prejudice, and to toll all applicable time limitations, as set forth below.

The PARTIES, in consideration of the covenants set forth herein, agree as follows:

1. This Agreement shall be effective November 7, 2003 (the "Effective Date").

2. OAK CREEK alleges that it has claims or causes of action against the TOWN arising from, or otherwise related to, the TOWN's September 3, 1996 conditional approval of OAK CREEK's tentative subdivision map application for the Oak Creek Estates Project, as more fully described in OAK CREEK's Petition and Complaint on file in the civil action entitled *Oak Creek Estates, Limited Partnership v. Town of Paradise et al.*, Butte County Superior Court, Case No. 120072 (the "Lawsuit"). The TOWN alleges that it has defenses to all of OAK CREEK's claims or causes of action alleged in the Lawsuit. In accordance with the California Court of Appeal, Third Appellate District's recent issuance of its Remittitur and Opinion regarding the Lawsuit, the Butte County Superior Court approved and filed the Stipulation and Order On Remittitur, dated September 8, 2003. Pursuant to the Order, OAK CREEK may proceed with prosecuting

its remaining causes of action, and the TOWN may proceed with its remaining defenses thereto, consistent with the appellate court's Opinion and Remittitur.

3. In order to avoid the continuing burden and expense of the Lawsuit, the PARTIES agree that:

(a) Not later than 10 days from the Effective Date, OAK CREEK will file with the Butte County Superior Court, and serve on the TOWN, a dismissal *without prejudice* of the Lawsuit, and this dismissal shall be as to all Defendants and Respondents named therein.

(b) All time limitations and statutes of limitation that may be applicable to the remaining claims and causes of action alleged by OAK CREEK in its said Petition and Complaint, and the defenses thereto alleged by the TOWN, shall be tolled until no later than November 7, 2007, unless extended by the PARTIES in writing, and this tolling agreement shall preserve the *status quo* as of the Effective Date through the date of termination or expiration of this Agreement.

(c) If OAK CREEK transfers and conveys to another party fee title to OAK CREEK's real property that is the subject of the Lawsuit, the parties each agree that notwithstanding the provisions of the preceding subparagraph (b), each party fully waives and releases any and all claims and causes of action that are alleged in the Lawsuit or arise therefrom, and that such waiver and release shall be as against all parties and persons named in the Lawsuit. Each party further agrees that such waiver and release shall be as to any and all rights or benefits that each party may then have, including but not limited to any rights under the tolling provisions in the preceding subparagraph (b), or may have in the future, under the terms of California Civil Code Section 1542, which section provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
Should OAK CREEK repurchase the real property that is the subject of the Lawsuit

within the tolling period set forth in subparagraph (b), above and pursuant to the repurchase conditions set forth in paragraph 7.0 of the agreement between OAK CREEK and Sierra Preservation Partners LLC entitled "Purchase and Sale Agreement" (dated September 10, 2003) and the Option Agreement, Exhibit B to the Purchase and Sale Agreement, this waiver and release, as provided in this subparagraph (c), shall be null, void, and of no effect.

(d) Subject to the preceding subparagraph (c), OAK CREEK may, within the tolling period, either re-file the Lawsuit, or file and prosecute to completion a motion to set aside the dismissal of the Lawsuit, and upon the re-filing of the Lawsuit, or upon any order granting any motion to set aside the dismissal of the Lawsuit, the parties shall have the same rights, claims and defenses in the litigation as exist on the date of this Agreement; provided, however, that this Agreement is made without prejudice to the TOWN's right to object to or to oppose any motion to set aside the dismissal of the Lawsuit, or any similar motion.

(e) Each PARTY waives and releases all claims against the other PARTY as to all costs, interest and attorneys fees that have been incurred in the Lawsuit as of the Effective Date.

4. This Agreement does not constitute and may not be used as evidence of any admission of actual or potential liability, responsibility or error on the part of any PARTY to this Agreement.

5. This Agreement contains the entire understanding and agreement between the PARTIES with respect to matters addressed herein, and no statement, promise, or inducement made by any of the PARTIES or agent of the PARTIES that is not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the PARTIES.

6. Any written notice required under this Agreement shall be sent via certified mail, return receipt requested. Such notice shall be tendered as follows:

As to OAK CREEK:

Robert Buckthal
1881 Paseo Del Cajon
Pleasanton, CA 94566
(925) 846-3156

AND

Steven P. Belzer, Esq.
Law Office of Steven P. Belzer
1201 K Street, Suite 1230
Sacramento, California 95814
(916) 442-6500

As to the TOWN:

Town Manager
Town of Paradise
5555 Skyway
Paradise, CA 95969-4931

AND

Timothy M. Taylor, Esq.
Somach Simmons & Dunn
813 Sixth Street, Third Floor
Sacramento, California 95814
(916) 446-7979

Any PARTY may change its address for notice purposes by sending a notice of address change to the other PARTY pursuant to the provision of notice procedures in this Paragraph 6.

7. This Agreement shall be binding upon and shall operate in favor of the employees, agents, officers, directors, predecessors, successors, parents, subsidiaries, and assigns of each PARTY.

8. Should any provisions of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby.

9. The PARTIES represent that those executing this Agreement on their behalf are authorized to bind that PARTY to this Agreement and are acting within the scope of their authority.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original. Facsimile signatures on this Agreement shall be acceptable.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

TOWN OF PARADISE

By (Daniel Wentland)
Daniel Wentland, Mayor

Dated: 11/12/03

APPROVED AS TO FORM:

SOMACH, SIMMONS & DUNN
A Professional Corporation

By: (Timothy M. Taylor) Dated: November 10, 2003

Timothy M. Taylor, Esq.
Attorneys for Town of Paradise, et al.

OAK CREEK ESTATES, GENERAL PARTNERSHIP
(Formerly Oak Creek Estates, a Limited Partnership)

By: [Signature]
Robert Buckthal, General Partner

Dated: 11-9-03

APPROVED AS TO FORM:

LAW OFFICE OF STEVEN P. BELZER

By: [Signature] Dated: 11-10-03
Steven P. Belzer, Esq.
Attorneys for Oak Creek Estates, a General Partnership



**Town of Paradise
Council Agenda Summary
Date: July 10, 2012**

Agenda Item: 3f

Originated by: Lauren Gill, Assistant Town Manager
Kenneth G. Skillman III, Consultant Town Engineer

Reviewed by: Charles L. Rough, Jr., Town Manager

Subject: Approval of the Temporary Construction Easement acquisition documents and the agreements for the purchase of these easements across various properties as detailed on page 2 of this Council Agenda Summary for the Pearson/Recreation Signal Project and authorize payment for same.

Council Action Requested:

- 1) Authorize the Town Engineer to execute the “Agreement(s) Between Property Owner and the Town of Paradise” for each and all of the Temporary Construction Easements; AND
- 2) Authorize the Town Engineer to execute the Certificate of Acceptance for each and all of the Temporary Construction Easements; AND
- 3) Approve payment in the amounts and to the various owners cited as detailed on Page 2 of this Council Agenda Summary; OR
- 4) Provide staff alternate direction.

Background:

The Pearson/Recreation intersection signalization project is being paid for utilizing CMAQ (Congestion Mitigation Air Quality) funds from the FHWA (Federal Highway Administration). During design, the twelve subject properties before you were identified by the Town’s design consultant, MRO Engineers, as requiring Temporary Construction Easements (TCE) to perform the necessary construction for this project.

In accordance with FHWA provisions, the value of each of these easements was appraised by Pattison & Associates, then subsequently and independently reviewed by a third party appraiser, Henry Spoto. Many months of negotiation by G.L. “Jerry” Westerman, a right of way consultant, resulted in Town’s ability to offer fair market value for the easements affecting each of these properties.

Discussion:

These twelve Temporary Construction Easement (TCE) acquisitions from eleven owners are part of the fifteen easement/right of way acquisitions required for this project. Possession of these TCE’s is a critical step in project funding.

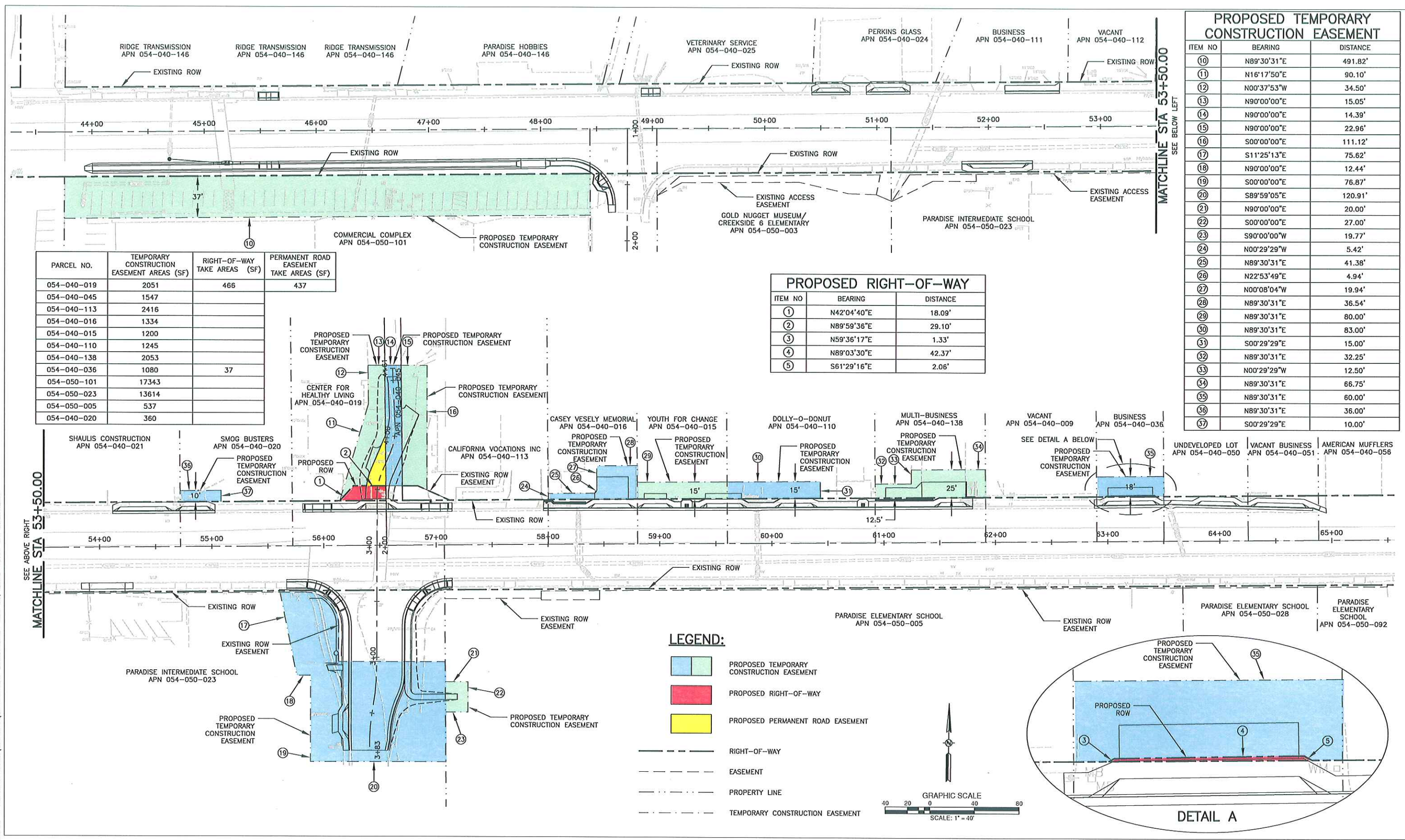
The following table lists the affected parcels and shows each parcel’s square footage and price pertaining to each easement’s purchase and acquisition:

APN	NAME	TCE (Sq.Ft.)	Cost (\$)
054-040-015	Youth for Change	1200	\$600.00
054-040-016	Casey Vesely Memorial Partnership	1327	\$650.00
054-040-019	Wilkinson, Et Al	2461	\$950.00
054-040-020	Braswell Trust (Smog Busters)	362	\$500.00
054-040-036	Witham	1044	\$650.00
054-040-045	Hendrick-Prieur	1613	\$400.00
054-040-110	Scott (Dolly-O-Donut)	1248	\$600.00
054-040-113	California Vocations, Inc	2377	\$750.00
054-040-138	Vail Family Trust	2058	\$1,000.00
054-050-005	Paradise Unified School District	544	\$500.00
054-050-023	Paradise Unified School District	13594	\$2,150.00
054-050-101	Mallan Family, LLC.	17337	\$5,500.00

Fiscal Impact Analysis:

This portion of the project is being paid for at 88.78% by CMAQ funds. The Town's liability is 11.22% of the \$14,250.00 total for TCE acquisition, or \$1,598.85.

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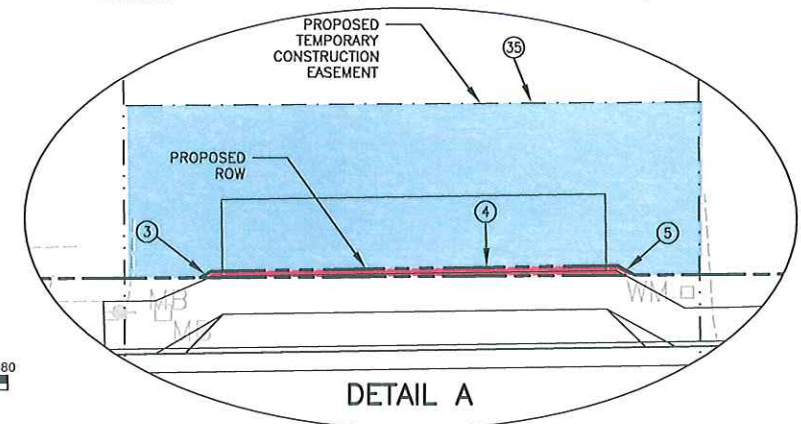
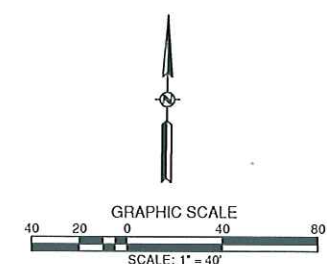
PARCEL NO.	TEMPORARY CONSTRUCTION EASEMENT AREAS (SF)	RIGHT-OF-WAY TAKE AREAS (SF)	PERMANENT ROAD EASEMENT TAKE AREAS (SF)
054-040-019	2051	466	437
054-040-045	1547		
054-040-113	2416		
054-040-016	1334		
054-040-015	1200		
054-040-110	1245		
054-040-138	2053		
054-040-036	1080	37	
054-050-101	17343		
054-050-023	13614		
054-050-005	537		
054-040-020	360		

ITEM NO	BEARING	DISTANCE
1	N42°04'40"E	18.09'
2	N89°59'36"E	29.10'
3	N59°36'17"E	1.33'
4	N89°03'30"E	42.37'
5	S61°29'16"E	2.06'

ITEM NO	BEARING	DISTANCE
10	N89°30'31"E	491.82'
11	N16°17'50"E	90.10'
12	N00°37'53"W	34.50'
13	N90°00'00"E	15.05'
14	N90°00'00"E	14.39'
15	N90°00'00"E	22.96'
16	S00°00'00"E	111.12'
17	S11°25'13"E	75.62'
18	N90°00'00"E	12.44'
19	S00°00'00"E	76.87'
20	S89°59'05"E	120.91'
21	N90°00'00"E	20.00'
22	S00°00'00"E	27.00'
23	S90°00'00"W	19.77'
24	N00°29'29"W	5.42'
25	N89°30'31"E	41.38'
26	N22°53'49"E	4.94'
27	N00°08'04"W	19.94'
28	N89°30'31"E	36.54'
29	N89°30'31"E	80.00'
30	N89°30'31"E	83.00'
31	S00°29'29"E	15.00'
32	N89°30'31"E	32.25'
33	N00°29'29"W	12.50'
34	N89°30'31"E	66.75'
35	N89°30'31"E	60.00'
36	N89°30'31"E	36.00'
37	S00°29'29"E	10.00'

LEGEND:

- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT ROAD EASEMENT
- RIGHT-OF-WAY
- EASEMENT
- PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT



MRO ENGINEERS, INC.
 2202 Plaza Drive
 Rocklin, CA 95765
 Phone (916) 783-3838
 Fax (916) 783-5003
 www.mroengineers.com

PROPOSED RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENTS



**Town of Paradise
Council Agenda Summary
Date: July 10, 2012**

Agenda Item: 3g

Originated by: Lauren Gill, Assistant Town Manager
Kenneth G. Skillman III, Consultant Town Engineer

Reviewed by: Charles L. Rough, Jr., Town Manager

Subject: Approval of the “Easement for Public Road and Public Utilities” and the agreement for the purchase of this easement for the Pearson/Recreation Signal Project and authorize payment for same.

Council Action Requested:

- 1) Authorize the Town Engineer to execute the “Agreement(s) Between Property Owner and the Town of Paradise” for each and all of the Permanent Construction Easements; AND
- 2) Authorize the Town Engineer to execute the Certificate of Acceptance for each and all of the Permanent Construction Easements; AND
- 3) Approve payment of \$6,000.00 to the Wilkinson Family Trust, et al. for the Permanent Easement; OR
- 4) Provide staff alternate direction.

Background:

The Pearson/Recreation intersection signalization project is being paid for utilizing CMAQ (Congestion Mitigation Air Quality) funds from the FHWA (Federal Highway Administration). During design, the subject property before you was identified by the Town’s design consultant, MRO Engineers, as requiring a permanent easement for ingress, egress and public utilities.

In accordance with FHWA provisions, the value of this easement was appraised by Pattison & Associates, then subsequently and independently reviewed by a third party appraiser, Henry Spoto. Many months of negotiation by G.L. “Jerry” Westerman, a right of way consultant, reflects the Town’s best ability to offer fair market value for the easement.

Discussion:

This “Easement for Public Road and Public Utilities” acquisition from the Wilkinson Family Trust, et al, is part of the fifteen easement/right of way acquisitions required for this project. Possession of this easement is a critical step in project funding.

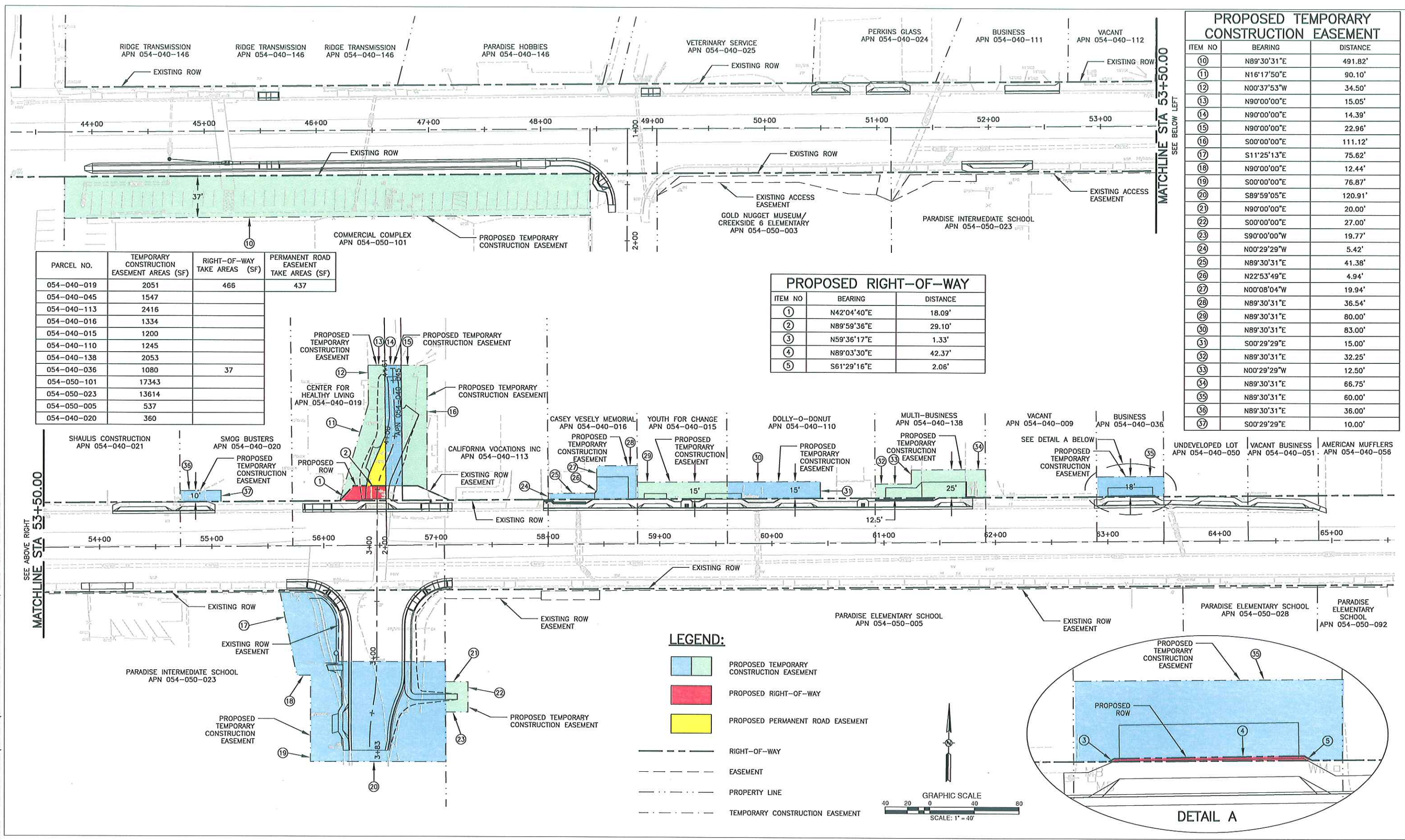
The following table lists the affected parcel and shows the parcel’s square footage and price pertaining to this easement’s purchase and acquisition:

APN	NAME	TCE (Sq.Ft.)	Cost (\$)
054-040-019	Wilkinson, Et Al	426	\$6,000.00

Fiscal Impact Analysis:

This portion of the project is being paid for at 88.78% by CMAQ funds. The Town's liability for the right-of-way portion is 11.22%. For this easement, the Town shall be responsible for \$673.20.

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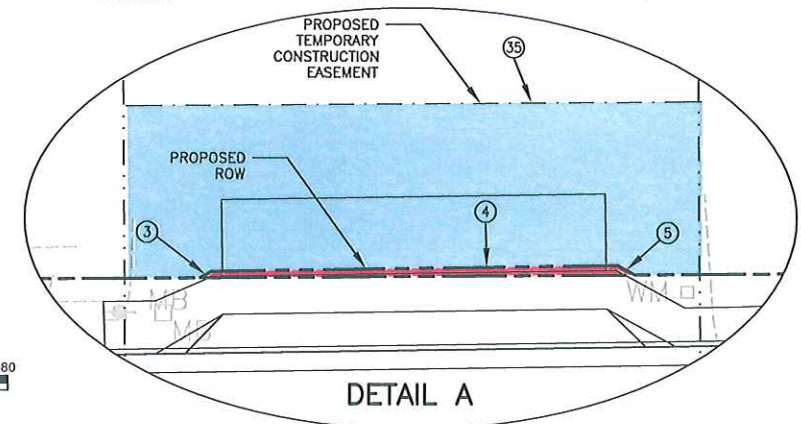
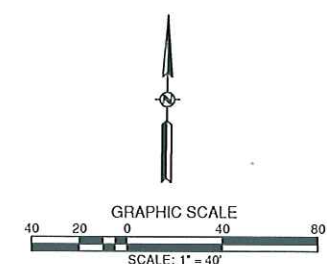
PARCEL NO.	TEMPORARY CONSTRUCTION EASEMENT AREAS (SF)	RIGHT-OF-WAY TAKE AREAS (SF)	PERMANENT ROAD EASEMENT TAKE AREAS (SF)
054-040-019	2051	466	437
054-040-045	1547		
054-040-113	2416		
054-040-016	1334		
054-040-015	1200		
054-040-110	1245		
054-040-138	2053		
054-040-036	1080	37	
054-050-101	17343		
054-050-023	13614		
054-050-005	537		
054-040-020	360		

ITEM NO	BEARING	DISTANCE
1	N42°04'40"E	18.09'
2	N89°59'36"E	29.10'
3	N59°36'17"E	1.33'
4	N89°03'30"E	42.37'
5	S61°29'16"E	2.06'

ITEM NO	BEARING	DISTANCE
10	N89°30'31"E	491.82'
11	N16°17'50"E	90.10'
12	N00°37'53"W	34.50'
13	N90°00'00"E	15.05'
14	N90°00'00"E	14.39'
15	N90°00'00"E	22.96'
16	S00°00'00"E	111.12'
17	S11°25'13"E	75.62'
18	N90°00'00"E	12.44'
19	S00°00'00"E	76.87'
20	S89°59'05"E	120.91'
21	N90°00'00"E	20.00'
22	S00°00'00"E	27.00'
23	S90°00'00"W	19.77'
24	N00°29'29"W	5.42'
25	N89°30'31"E	41.38'
26	N22°53'49"E	4.94'
27	N00°08'04"W	19.94'
28	N89°30'31"E	36.54'
29	N89°30'31"E	80.00'
30	N89°30'31"E	83.00'
31	S00°29'29"E	15.00'
32	N89°30'31"E	32.25'
33	N00°29'29"W	12.50'
34	N89°30'31"E	66.75'
35	N89°30'31"E	60.00'
36	N89°30'31"E	36.00'
37	S00°29'29"E	10.00'

LEGEND:

- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT ROAD EASEMENT
- RIGHT-OF-WAY
- EASEMENT
- PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT



SEE ABOVE RIGHT
MATCHLINE STA 53+50.00

MATCHLINE STA 53+50.00
SEE BELOW LEFT

MRO ENGINEERS, INC.
 2202 Plaza Drive
 Rocklin, CA 95765
 Phone (916) 783-3838
 Fax (916) 783-5003
 www.mroengineers.com



**Town of Paradise
Council Agenda Summary
Date: July 10, 2012**

Agenda Item: 3(h)

Originated by: Lauren Gill, Assistant Town Manager
Kenneth G. Skillman III, Consultant Town Engineer

Reviewed by: Charles L. Rough, Jr., Town Manager

Subject: Approval of the Grant Deed acquisition documents and the agreement for the purchase of this Grant Deed across two properties as detailed on page 2 of this Council Agenda Summary for the Pearson/Recreation Signal Project and authorize payment for same.

Council Action Requested:

- 1) Authorize the Town Engineer to execute the “Agreement(s) Between Property Owner and the Town of Paradise” for each and all of the Grant Deeds; AND
- 2) Authorize the Town Engineer to execute the Certificate of Acceptance for each and all of the Grant Deeds; AND
- 3) Approve payment in the amounts and to the various owners cited as detailed on Page 2 of this Council Agenda Summary; OR
- 4) Provide staff alternate direction.

Background:

The Pearson/Recreation intersection signalization project is being paid for utilizing CMAQ (Congestion Mitigation Air Quality) funds from the FHWA (Federal Highway Administration). During design, the two subject properties before you were identified by the Town’s design consultant, MRO Engineers, as requiring Grant Deeds to the Town of Paradise for additional right-of-way.

In accordance with FHWA provisions, the value of each of these easements was appraised by Pattison & Associates, then subsequently and independently reviewed by a third party appraiser, Henry Spoto. Many months of negotiation by G.L. “Jerry” Westerman, a right of way consultant, reflects the Town’s best ability to offer fair market value for the easements affecting each of these properties.

Discussion:

These two Grant Deed acquisitions from the two respective owners are part of the fifteen easement/right of way acquisitions required for this project. Possession of these Grant Deeds for right-of-way is a critical step in project funding.

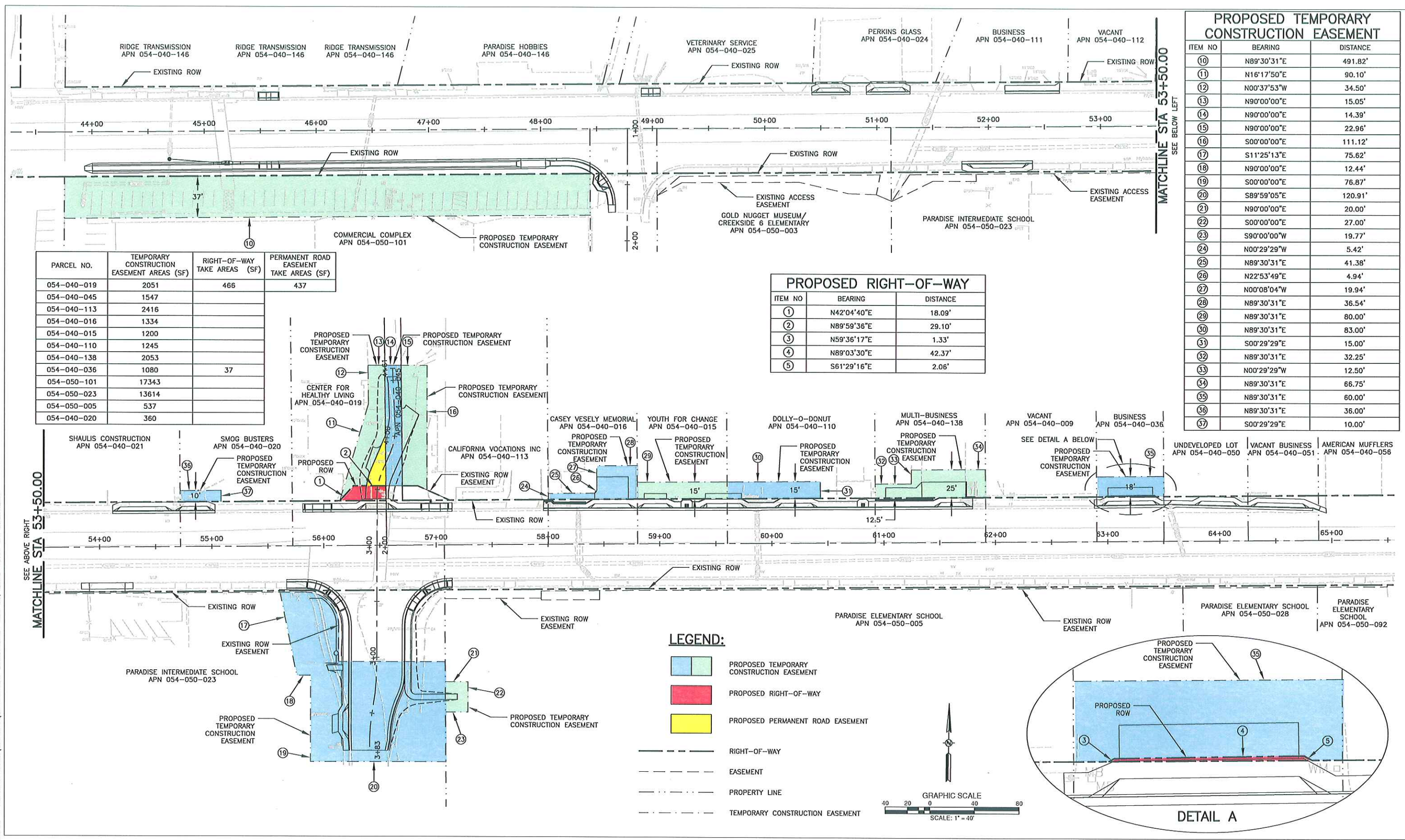
The following table lists the affected parcels and shows each parcel’s square footage and price pertaining to each Grant Deeds purchase and acquisition:

APN	NAME	Grant Deed (Sq.Ft.)	Cost (\$)
054-040-019	Wilkinson, Et Al	462	\$6,350.00
054-040-036	Witham	36	\$270.00

Fiscal Impact Analysis:

This portion of the project is being paid for at 88.78% by CMAQ funds. The Town's liability for the Grant Deeds is 11.22% of \$6,620.00, or \$742.76.

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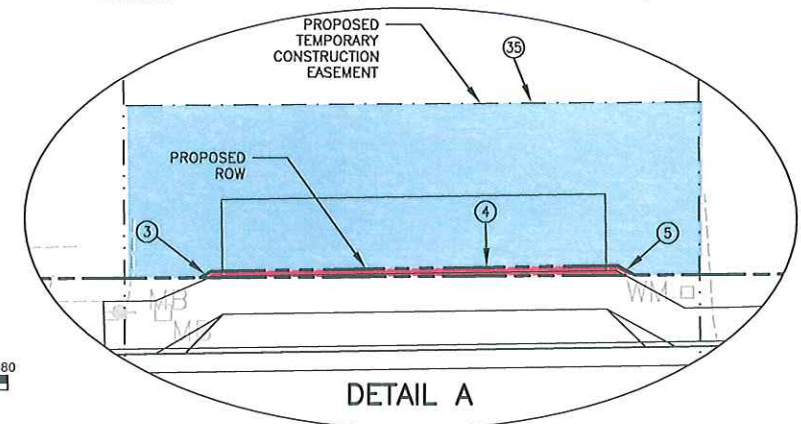
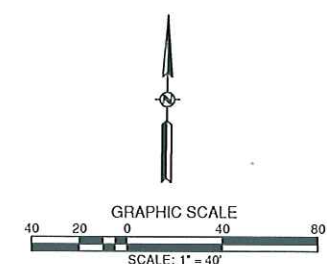
PARCEL NO.	TEMPORARY CONSTRUCTION EASEMENT AREAS (SF)	RIGHT-OF-WAY TAKE AREAS (SF)	PERMANENT ROAD EASEMENT TAKE AREAS (SF)
054-040-019	2051	466	437
054-040-045	1547		
054-040-113	2416		
054-040-016	1334		
054-040-015	1200		
054-040-110	1245		
054-040-138	2053		
054-040-036	1080	37	
054-050-101	17343		
054-050-023	13614		
054-050-005	537		
054-040-020	360		

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LEGEND:

- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT ROAD EASEMENT
- RIGHT-OF-WAY
- EASEMENT
- PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT



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PROPOSED RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENTS



**Town of Paradise
Council Agenda Summary
Date: July 10, 2012**

Agenda Item: 3i

Originated by: Lauren Gill, Assistant Town Manager
Kenneth G. Skillman III, Consultant Town Engineer

Reviewed by: Charles L. Rough, Jr., Town Manager

Subject: Approval of the Utility Agreement for the work to be performed by the Paradise Irrigation District for the Pearson/Recreation Signal Project.

Council Action Requested:

- 1) Authorize the Town Manager to approve and execute a Utility Agreement between PID and the Town as approved by the Town Attorney; OR
- 2) Provide staff alternate direction.

Background:

The Pearson/Recreation intersection signalization project is being paid for utilizing CMAQ (Congestion Mitigation Air Quality) funds from the FHWA (Federal Highway Administration). During design, the Town's design consultant, MRO Engineers, determined that PID facilities within the relocated Churchill alignment would require grade adjustment and/or replacement. The subject agreement represents the Town's negotiations with PID and the FHWA's methodology for reimbursement of PID's work.

Discussion:

This is the only Utility Agreement required for this project, but execution of this agreement is a critical step in project funding. A copy of a proposed final draft agreement is attached for your reference.

Fiscal Impact Analysis:

The construction portion of the project shall be paid for 100% by CMAQ funds, so the Town shall not have any fiscal impact associated with this Utility Agreement.

County	Route	Post Mile	Project Name
BUTTE	PEARSON ROAD	0	PEARSON-RECREATION DRIVE SIGNALIZATION PROJECT
Fed. Aid. No.: CML-5425(022)			
Owner's File:			
FEDERAL PARTICIPATION: On the Project : <input checked="" type="radio"/> Yes/<input type="radio"/> No			
On the Utilities: <input checked="" type="radio"/> Yes/<input type="radio"/> No			

UTILITY AGREEMENT NO. 2543.5L

The Town of Paradise hereinafter called "LOCAL AGENCY" proposes to conduct a roadway overlay rehabilitation including the raising of utility access facilities (water valve and water meter boxes) to new finished grades for portions of the Pearson Road and Recreation Drive Signalization Project, in the Town of Paradise, Butte County, California.

And: Paradise Irrigation District

hereinafter called "OWNER," owns and maintains water facilities within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 2543.5L dated _____, OWNER shall relocate water meters. All work shall be performed substantially in accordance with LOCAL AGENCY's Plan entitled "Pearson-Recreation Drive Signalization Project" dated _____, consisting of 27 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at 5555 Skyway, Paradise, CA 95969.

Deviations from the LOCAL AGENCY's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and acknowledged by the OWNER, will constitute an approved revision of the LOCAL AGENCY's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

It is mutually agreed that the LOCAL AGENCY will include the work of the relocation of water valve boxes and water meter boxes as part of the LOCAL AGENCY's highway construction contract. OWNER shall have access to all phases of the work to be performed by the LOCAL AGENCY for the purpose of inspection to ensure that the work being performed for the OWNER is in accordance with the specifications contained in the highway contract. Upon completion of the work performed by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities.

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of the LOCAL AGENCY and will be relocated at LOCAL AGENCY's expense.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK

The LOCAL AGENCY shall pay its share of the actual cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by LOCAL AGENCY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

OWNER shall submit a final bill to the LOCAL AGENCY within 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities; LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER. If the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31 by LOCAL AGENCY and/or Federal Auditors.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of (date) to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

It is understood that said highway is a federal-aid highway and accordingly, 23 CFR 645 is hereby incorporated into this Agreement.

THE ESTIMATED COST TO LOCAL AGENCY FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS: \$13,950.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

TOWN OF PARADISE

PARADISE IRRIGATION DISTRICT

By: _____
Charles Rough, Jr.
Town Manager

By: _____
George Barber
District Manager

Date: _____

Date: _____

ATTEST:

Town Clerk

Town of Paradise
Council Agenda Summary
July 10, 2012

Agenda No. 3j

Originated By: Lauren Gill, Asst. Town Manager
Reviewed By: Charles L. Rough, Jr., Town Manager
Subject: Submittal of the 2012 HOME Application to the California State Department of Housing and Community Development

Council Action Requested:

Adopt Resolution No. 12-___, "A Resolution of the Town Council of the Town of Paradise authorizing the submittal of an application to the California State Department of Housing and Community Development for the funding under the HOME Investment Partnerships Program; and, if selected, the execution of a standard agreement, any amendments thereto, and any related documents necessary to participate in the HOME Investment Partnerships Program."

Background:

A Notice of Funding Availability (NOFA) was issued on June 1, 2012 by the California State Department of Housing and Community Development, for funding under the HOME Investment Partnership Program.

The Town of Paradise was successfully awarded \$800,000 in 2009. Under the current NOFA, the maximum award is \$700,000.

Discussion and Analysis:

The new grant application will allow the Town to fund its housing programs. This grant will allow the department to provide First-Time Homebuyer Down-payment assistance and Owner-Occupied Housing Rehabilitation Loans to lower-income citizens. Staff is requesting Council permission to submit an application for \$700,000 in HOME funds to supplement the existing housing programs. The deadline to submit an application is August 17, 2012.

If awarded, the Town will allocate \$350,000 for first-time homebuyers and \$350,000 for homeowner occupied rehabilitation. The State does allow for these funds to be interchanged in order to respond to housing needs.

Alternatives:

There are no viable alternatives for funding the Town's housing programs at this time.

Financial Impact:

The application submittal has no financial impact on the General Fund, and will add an additional \$700,000 in grant funding for the First-Time Homebuyer and Housing Rehabilitation programs. There is no match requirement associated with this grant; therefore, an award would also have no financial impact.

TOWN OF PARADISE

RESOLUTION NO. 12-__

“A Resolution of the Town Council of the Town of Paradise Authorizing Submittal of an application to the California State Department of Housing and Community Development for funding under the HOME Investment Partnerships Program; and if selected, the execution of a standard agreement, any amendments thereto, and of any related documents necessary to participate in the HOME Investment Partnerships Program”

WHEREAS, The California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and;

WHEREAS, On June 1, 2012 the Department issued a 2012 Notice of Funding Availability announcing the availability of funds under the HOME program (the “NOFA”); and;

WHEREAS, In response to the 2012 NOFA, The Town of Paradise (hereinafter referred to as “Town”), a State of California municipal corporation, wishes to apply to the Department for, and receive an allocation of, HOME funds.

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

1. In response to the 2012 NOFA, the Town shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed Seven Hundred Thousand Dollars (\$700,000) for the following activities and/or programs:

Downpayment Assistance to First-Time Homebuyers (acquisition and acquisition with rehabilitation) and Owner-Occupied Residential Rehabilitation Programs

to be located in the incorporated Town of Paradise, California.

2. If the application for funding is approved, then the Town hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited

above. The Town may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

3. The Town authorizes the Mayor and the Town Manager, or his/her designee(s), to execute, in the name of the Town, the required documents. Said designees are: Assistant Town Manager, Lauren Gill.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE
THIS 10th DAY OF JULY 2012, BY THE FOLLOWING VOTE:

AYES: _____

NOES: _____

ABSENT: _____

NOT VOTING: _____

Steve "Woody" Culleton, Mayor

ATTEST:

Joanna Gutierrez, Town Clerk

APPROVE AS TO FORM:

Dwight L. Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: July 10, 2012**

Agenda Item: 3k

Originated by: Lauren Gill, Assistant Town Manager

Reviewed by: Charles L. Rough, Jr., Town Manager

Subject: AMEND CURRENT CONTRACT AMOUNT WITH ROLLS
ANDERSON AND ROLLS

Council Action Requested:

1. Authorize the Town Manager to extend the current agreement with Rolls Anderson Rolls for contract engineering services for the Town of Paradise; or
2. Provide alternative direction to staff

Background:

On September 15, 2011, the Town Council authorized the Town Manager to enter into a limited agreement with Rolls Anderson Rolls for interim contract engineering services. This contract allowed the Town to fulfill its obligations for engineering services as a result of two newly vacant civil engineering positions. On January 18, 2012, the Council authorized the Town Manager to extend the original agreement as well as establish a formal contract for Town Engineer contract services with Rolls Anderson Rolls. The most recent action by Council was an additional extension until the end of the fiscal year to further evaluate the merit of using a contractor for engineering services.

Discussion:

Ken Skillman of Rolls Anderson Rolls, has been fulfilling the contract by providing the following engineering services to the Town:

- Private development project review
- Engineering plan checking for private development and capital improvement projects
- Reviews and approves documents relative to capital improvement projects
- Reviewing and approving plans and financial documentation relative to Town capital improvement projects
- Reviewing and approving various reports prepared by engineering staff
- Monitoring plans, specifications, easements for rights-of-way consultants for Pearson/Recreation Drive Signalization Project
- Providing technical assistant to staff and Town Manager
- Reviewing and searching for funding opportunities through BCAG and other funding sources

The contract with Rolls Anderson Rolls is again at its “not to exceed” limit and the Town, as part of the 2012-13 budget process, is weighing the cost/benefit of retaining a contract engineering firm. All municipalities are required to use a licensed civil engineer to approve plans and specifications for engineered structures, e.g. road, grading and drainage projects—both private and grant funded. The Town also requires the services of a civil engineer to prepare shovel-ready projects in order to pursue limited federal and state grant funding to repair and maintain

the Town's 100-plus miles of public streets.

At its last meeting, the Town Council deferred the approval of the 2012-13 budget. Due to the current engineering workload, along with grant-imposed deadlines on the Pearson/Recreation Drive project, it is necessary to again retain the services of Rolls-Anderson-Rolls until a decision is made during Council review of the FY 2012-13 budget as to the most economical way to provide civil engineering services for the Town.

Fiscal Impact Analysis:

Staff is requesting to amend the Rolls Anderson Rolls contract until October 15, 2012. The costs for this contract are paid through a federal CMAQ grant, through gas tax funds, with a small amount charged to General Fund and will be included in the 2012-13 budget.

This contract is apportioned to a breakdown of the costs are approximated below:

CMAQ- \$42,000
Gas tax- \$10,000
General Fund-\$2,000

**AMENDED AND RESTATED
AGREEMENT FOR PROFESSIONAL SERVICES**

This Amended and Restated Agreement (“Agreement”) is to the Agreement dated January 18, 2012 and is made on July 11, 2012, by and between the Town of Paradise, a municipal corporation (“Town”) and Rolls, Anderson and Rolls Civil Engineers (“Consultant”).

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services relating to Town Engineer which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and.
- C. Town desires to retain Consultant to render professional services relating to Town Engineer services.

AGREEMENT

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner under this Agreement:
 - a. On behalf of the Town, Consultant shall perform Town Engineer services in accordance with Exhibit “A” which is attached hereto and incorporated herein by reference. Consultant shall provide the services at the time, place, and in the manner specified in Exhibit “A”, subject to the direction of the Town through its staff as provided from time to time. Consultant shall have Ken Skillman serve in the capacity of Town Engineer.

- b. On behalf of the Town, Consultant shall submit all normal and customary plan checks within fourteen (14) days upon receiving plans.
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until October 15, 2012 unless terminated earlier in accordance with Section 6 of this Agreement.
3. Compensation. Consultant's compensation for all services under this Agreement shall not exceed (\$109,627.00) and shall be in accordance with the Schedule of Charges set forth in Exhibit "B", which is attached hereto and incorporated herein by reference. Payment by Town under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the Town at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to Town describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Town shall pay Consultant no later than 30 days beyond the date of Town's receipt of billing.
5. Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from Town.
6. Termination. This Agreement may be terminated by the Town immediately for cause or by

either party without cause upon thirty (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Town upon payment to Consultant for such work, and the Town shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to Town within three (3) days after written request.
 - a. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by Town. Town shall not be limited in any way in its use of the Documents and Data at any time.
 - b. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings,

descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name, seal, or photographs relating to project for which Consultant's services are rendered, or participate in any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

8. Consultant's Books and Records.

- a. Consultant shall retain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to Town for a minimum period of two (2) years, or for any longer period required by law, after the date of final payment to Consultant to this Agreement.
- b. Consultant shall retain all documents and records which demonstrate performance under this Agreement for a minimum of two (2) years, or for any longer period required by law, beyond the date of termination or completion of this Agreement.

- c. Any records or documents required to be retained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - d. Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Town may, by written request by any of the above named officers, require that custody of the records be given to the Town and that the records and documents be maintained by Town Hall.
9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed under this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of the Town. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
10. Interest of Consultant. Consultant covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the

performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant shall comply with economic interest disclosure requirements of the Political Reform Act, commencing with Government Code section 81000.

11. Professional Ability of Consultant. Town has relied upon the professional training and ability of Ken Skillman to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall have Mr. Skillman manage any other persons or entities performing professional services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
13. Licenses. Consultant represents and warrants to Town that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to Town that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, certifications, insurance and approvals which are required by the Town for its business.
14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the Town, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs

and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the Town, its officers, agents, employees or volunteers.

15. Insurance Requirements. Consultant shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit “C” attached hereto.
16. Notices. Any notice required to be given under this Agreement shall be in writing and will either be served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Lauren Gill
 Town of Paradise
 5555 Skyway
 Paradise, CA 95969

If to Consultant: Rolls, Anderson and Rolls Civil Engineers
 115 Yellowstone Drive
 Chico, CA 95973

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Town and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and Town and approved as to form by the Town Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to Town for entering into this Agreement is the professional reputation, experience and

competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the Town. No subcontractors shall work under this Agreement without the prior written authorization of the Town. If Town consents to such subcontract, Consultant shall be fully responsible to Town for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Town and a subcontractor of the Consultant nor shall it create any obligation on the part of the Town to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.
23. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Dispute Resolution The parties agree to make a good faith attempt to resolve any disputes

arising out of this Agreement first through mediation. If good faith attempt at resolution through mediation does not abate an issue, both parties reserve their right to litigate this matter in accordance with California law and any action to enforce or dispute the terms of this Agreement for the breach thereof shall be brought and tried in the County of Butte.

25. Execution. This Agreement will be executed by the Consultant first, then the Town, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or

obtain any present or anticipated material benefit arising therefrom.

- 28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

TOWN OF PARADISE

Rolls, Anderson and Rolls Civil Engineers

By: _____
Charles L. Rough, Jr., Town Manager

By: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Dwight L. Moore, Town Attorney

By: _____
Joanna Gutierrez, Town Clerk

EXHIBIT A
SCOPE OF SERVICES
TO AGREEMENT FOR TOWN ENGINEER SERVICES WITH
ROLLS, ANDERSON AND ROLLS CIVIL ENGINEERING

Scope of Services. Consultant will provide the following services:

- A. Town Engineer as required by the Paradise Municipal Code
- B. Participate in private development project reviews
- C. Provide engineering plan checking services for private development and utility capital improvement projects
- D. Review and approve documents relative to Town capital improvement projects such as CMAQ invoicing, right of way documents, etc.
- E. Review and approve plans for Town capital improvement projects
- F. Prepare Town Council staff reports as necessary to support private development and Town capital improvement projects
- G. Review and approve various reports prepared by Engineering Division staff
- H. Monitor progress of Pearson/Recreation Drive – plans, specifications and easements and right of way consultant(s)
- I. Provide technical assistance to staff and the Town Manager/Assistant Manager

Hours

During the term of this Agreement, Consultant shall be available at the Town's request in the Town Hall at 5555 Skyway, Paradise, on each Tuesday from 1:00 p.m. to 5:00 p.m. and each Thursday from 8:00 a.m. to 12:00 p.m.

Town Assistance. The Town will assist Consultant by providing information, space and facilities as follows:

- A. All information reasonably within the Town control and accessible to the Town which may be helpful to Consultant in the performance of the services as provided herein
- B. A suitable location where meet and confer sessions may be conducted, as needed

EXHIBIT B
SCHEDULE OF CHARGES
TO AGREEMENT FOR TOWN ENGINEER SERVICES WITH
ROLLS, ANDERSON AND ROLLS CIVIL ENGINEERING

Compensation. The Consultant's compensation for performance of the services as provided herein shall be as follows:

Principal Engineer	\$100.00
Associate Engineer	89.00
Principal Surveyor	87.00
Assistant Engineer	83.00
Engineering Technician	74.00
Engineering Technician II	63.00
Draftsman	55.00
Clerical/Secretarial	47.00
2-Man Survey Crew	150.00
Construction Inspector	87.00
CAD Computer System	10.00

Miscellaneous Expense – Charged at Actual Cost + 5%

**EXHIBIT C
INSURANCE
TO AGREEMENT FOR TOWN ENGINEER SERVICES WITH
ROLLS, ANDERSON AND ROLLS CIVIL ENGINEERING**

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001)
- (2) Insurance Services Office Form Number CA 0001 covering automobile liability, Code 1 (any auto)
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Errors and Omissions Liability Insurance.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

(1) General Liability: (Including operations products and completed operations, as applicable.)	\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage
(3) Employer's Liability:	\$1,000,000 per accident for bodily injury or disease.
(4) Errors and Omissions Liability	\$1,000,000 claims made basis

EXHIBIT C (cont'd)

C. Deductibles and Self-Insured Retentions

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

D. Additional Insured

The Town shall be an additional named insured on all insurance policies except for the errors and omission insurance policy.



**Town of Paradise
Council Agenda Summary
Date:**

Agenda Item: 31

Originated by: Paul T. Derr, Public Works Manager
Lauren Gill, Assistant Town Manager/Development Services Director

Reviewed by: Charles Rough Jr., Town Manager

Subject: **Allow the Development Services staff to Advertise for Various Asphalt Repairs, 2012.**

Council Action Requested:

Approve the Plans, Specifications and Estimates for the Various Asphalt Repairs 2012; **AND**
Authorize the Public Works Manager to advertise this project;

OR

Provide alternative direction to staff

Background:

There are several sections of Skyway, Clark Road and Pentz Road that are in seriously deteriorated stages and they have been identified as priority road maintenance improvement areas. These areas of concern take an extensive amount of staff time and material during the inclement weather to repair. Because this repair work is typically done on a reactionary basis and addressed during the bad weather, the repairs are short lived.

This project will actually will involve a four foot wide grind out removal of the selected, deteriorated roadway surface and subgrade to a depth of six inches. The "digout" will then be filled with two, three inch thick lifts of hot mix asphalt. This procedure has been used on previous projects and has proven to be a lasting repair prior to eventually roadway resurfacing.

Therefore, the requested action this evening to the Town Council is to approve going out to bid for an asphalt repair project for portions of Skyway, Clark Road and Pentz Road.

Discussion:

Public Works Staff has been reviewing areas on Skyway between Bille Road and Wagstaff Road; Clark Road from Wagstaff to the junction of the recently completed Overlay project; and Pentz Road between Bille Road and the Ponderosa School. These roadways have an identified area totaling approximately 6,300 square feet that are in need of repair.

Conclusion:

Fiscal Impact Analysis:

A "Digout" Project was approved in the 2011/2012 Budget under Public Works Maintenance Projects but was not addressed until later in that budget year. The result of the information gathered provides us with this asphalt repairs project. The estimated construction cost for this project is estimated at

\$45,000. Funding for this will come from gas tax funds. After bids are received and the costs for construction are known, adjustments to the budget can be made at the time of contract award.

TOWN OF PARADISE

CONTRACT DOCUMENTS FOR VARIOUS ASPHALT REPAIRS 2012

BID OPENING DATE: JULY 26, 2012

ACCOUNT NUMBER:

2120-45-4755-472



PREPARED BY OR UNDER THE DIRECTION OF:

PAUL T. DERR, PUBLIC WORKS MANAGER
TOWN OF PARADISE PUBLIC WORKS DEPARTMENT
5555 SKYWAY
PARADISE, CA 95969-4931
PHONE: (530) 872-6291
FAX: (530) 877-5059

**TOWN OF PARADISE
DEPARTMENT OF PUBLIC WORKS
VARIOUS ASPHALT REPAIRS 2012
2120-45-4755-472**

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**TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT
PARADISE, CA 95969**

ADVERTISEMENT FOR BIDS

VARIOUS ASPHALT REPAIRS 2012

The Town of Paradise invites separate sealed bids for the **VARIOUS ASPHALT REPAIRS 2012**. This Public Works Maintenance project involves removal and replacement of failed asphalt roadway surfacing.

Bids will be received at the office of the Town Clerk, 5555 Skyway, Paradise, California, until 3:00 p.m. local time, on **July 26, 2012**, at which time they will be publicly opened and read aloud.

Copies of the Contract Documents, excluding General Provisions and Standard Technical Specifications, may be obtained at the Office of the Town Clerk upon request, for a non-refundable fee of \$5.00. An additional fee of \$5.00 will be charged for mailing of documents.

Copies of the referenced Standard Specifications issued by the State of California, Department of Transportation, may be obtained from the State of California, Department of Transportation, Publications Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95819.

Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages to persons working on the project, as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file in the Town Engineer's Office or at www.dir.ca.gov/dlsr/PWD.

The holidays upon which the holiday wage rate shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of workman employed on the project.

The Town of Paradise encourages the submission of bids and sub-bids by minority-owned and women-owned business enterprises.

The attention of bidders is particularly directed to the provisions of Section 8-1.02 of the Standard Specifications regarding assignment of the contract.

Each bid shall be made in accordance with these Contract Documents, and no bid will be accepted by the Town unless it is made on the Bid forms included in these Contract Documents. Each bid must be accompanied by cash, certified or cashier's check or Bidder's Bond made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total amount of the bid as a guarantee that the Contractor will execute the Contract in conformance with his Bid and the Specifications. Such guarantee shall be forfeited should the bidder to whom the Contract is awarded fail to enter into the Contract.

The Contractor shall possess a California Class A license or a combination of classes required by the categories and types of work included in this contract at the time the contract is awarded.

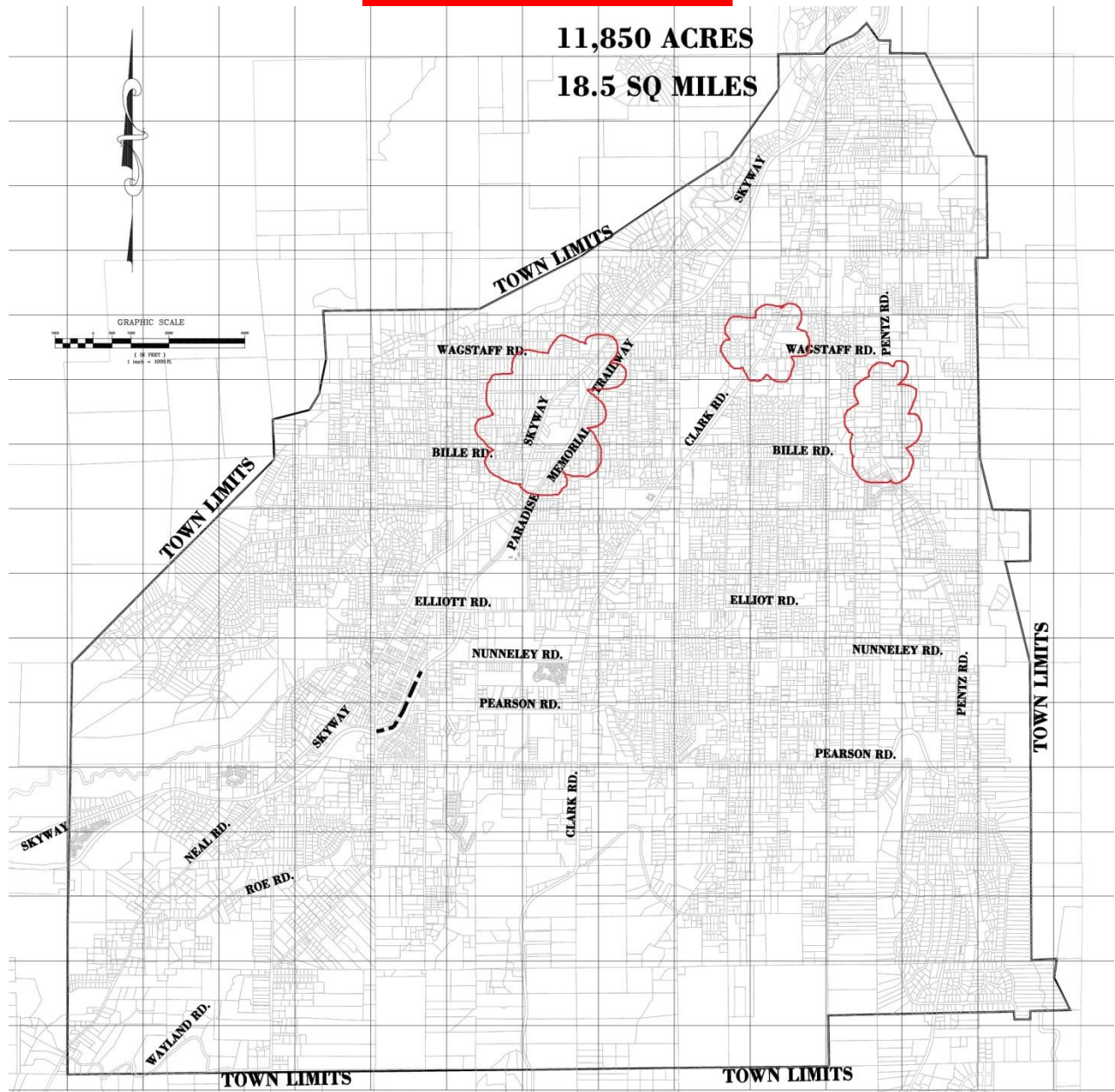
The Town reserves the right to reject any and all bids, to waive any non-material defect in any bid and to determine which bid, in the judgment of the Town, is the lowest responsive bid and to make that award which is in the best interest of the Town.

Dated: July 11, 2012

Paul T. Derr
Public Works Manager

Publish: July 14, 2012
July 21, 2012

VICINITY MAP



INSTRUCTIONS TO BIDDERS

A. BID FORMAT

Each bid must be submitted in a sealed envelope, addressed to the Town of Paradise, Office of the Town Clerk, 5555 Skyway, Paradise, CA 95969-4931, where bids will be received by the Town as stated in the Advertisement for Bids. Each sealed envelope containing a Bid must be plainly marked on the outside as **VARIOUS ASPHALT REPAIRS 2012** and the envelope should bear on the outside the name of the Bidder and its, his or her address.

All bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Any corrections to entries made on Bid forms must be initialed by the person signing the Bid. In case of discrepancy between words and figures, words will prevail. Only one copy of the Bid form is required. The Bid form, the Bid Guarantee, and the List of Subcontractors and the Experience Statement must be included to constitute a complete Bid. Other Contract Documents do not need to be included with the Bid.

The Town of Paradise may waive any non-material defects or reject any and all Bids. Any bid may be withdrawn either personally or by telegraphic or written request prior to the above scheduled time for the opening of bids or authorized postponement thereof. Modifications to bids already submitted will be allowed if received in writing or by telegram prior to the time fixed in the Advertisement of Bids for opening of bids. Any bid received after the time and date specified shall not be accepted or considered. No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.

B. BIDDERS' UNDERSTANDING

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Contract Documents. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder of any obligation in respect to its, his or her bids.

The Contract Documents contain the conditions of the agreement and the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the City or any other person or source shall not affect the risks or obligations assumed by the contractor or relieve it, him or her from fulfilling any of the conditions of the Contract Documents.

C. BID GUARANTEE

Each bid must be accompanied by a bid Guarantee, consisting of either cash, a bid bond payable to the Owner, or a certified check in the name of the Town. The bid Guarantee shall be in the amount of ten

percent (10%) of the total amount of the bid. As soon as the Bid prices have been compared, the Town will return the bid Guarantee of all except the six lowest responsible Bidders. When the agreement is executed, the bid Guarantees will be returned. Unless specifically requested by Bidders, Bid Bonds will not be returned, but will be considered void when bid Guarantees would have otherwise been returned. A Bidder's Bond will be accepted only if it is made out on either the Bidder's bond form enclosed with these Contract Documents or on a form that conforms to it.

A payment bond, performance bond and insurance, each in the amount of 100% of the total contract amount or as stipulated in the General Provisions, will be required for this Contract.

Attorneys-in-fact who sign bid bonds, payment bonds or performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

D. AWARD OF CONTRACT

The Bidder to whom the Contract is awarded will be required to execute the Agreement and obtain the performance bond, payment bond and insurance certificates as specified in the Contract Documents within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the Bidder to execute the Agreement, the Town may, at its option, consider the Bidder in default, in which case the Bid Guarantee accompanying the Bid shall become the property of the Town.

The Town, within ten (10) calendar days of receipt of an acceptable Performance Bond, Payment Bond, Agreement signed by the party to whom the Agreement was awarded, and insurance certificates naming the Town, its employees and officials as additional insured, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Town not execute the Agreement within such period, the Bidder may by written notice withdraw its, his or her signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

The Notice to Proceed shall be issued within ten (10) calendar days after the execution of the Agreement by the Town. Should there be reasons, through no fault of the Contractor, why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Town and Contractor. If, through no fault of the Contractor, the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Town may make such investigations as it deems reasonably necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Award will be made to the lowest responsible Bidder submitting an acceptable bid.

If, at the time the contract is to be awarded, the total of the lowest acceptable bid exceeds the funds then estimated by the Town as available, the Town may reject all bids or take such other action as best serves the Town's interests. In any case, the Town reserves the right to reject all bids.

E. LICENSING REQUIREMENTS FOR BIDDERS/CONTRACTORS

All bidders, including general contractors and specialty contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents.

F. TAXES AND OTHER FEES

The prices submitted in the bid shall include all sales taxes, other taxes, and applicable fees.

G. LIST OF SUBCONTRACTORS

As stipulated in Section 2-1.054 of the Standard Specifications, each Bidder shall submit with its, his or her Bid a list showing the name, address, and type of work to be performed by each subcontractor whom will be employed by the Contractor. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Bidder agrees to perform that portion of the work itself, himself or herself.

H. ADDENDA AND EXPLANATIONS TO BIDDERS

Any explanation regarding the meaning or interpretation of Plans, Specifications, or other Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations shall be made in the form of Addenda to the Documents and shall be furnished to all Bidders, who shall acknowledge receipt of all Addenda in their Bids. Oral explanations and interpretations shall not be binding.

BID TO THE TOWN OF PARADISE

FOR: **VARIOUS ASPHALT REPAIRS 2012**

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

PLACE OF RESIDENCE: _____

To the Town of Paradise:

The work to be done and referred to herein is in the Town of Paradise, State of California, and shall be constructed in accordance with the general and special provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto and also in accordance with the Standard Plans dated July 2010, the Standard Specifications dated July 2010, the "Labor Surcharge and Equipment Rental Rates" (web site: www.dot.ca.gov/hq/contrac/equipmnt.html) in effect on the date the work is accomplished, and the "General Prevailing Wage Rates" (web site: www.dir.ca.gov/dlsr/PWD or phone: (415) 703-4774), on file at the office of the Town Engineer, set by the California Department of Industrial Labor Relations, in effect on the date the work is advertised.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation and in submitting this bid, the undersigned bidder agrees that if it is determined that he is the successful bidder, that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and plans herein referred to; and he proposes and agrees if this bid is accepted, that he will contract with the Town of Paradise in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore an amount based on the unit prices specified herein below for the items of work, the total value of said work as estimated herein being

_____ (insert total) Dollars;

(\$ _____), and the following unit prices bid, to wit:

BID ITEMS

<u>Item</u>	<u>Quantity/Unit</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Item Cost</u>
1.	140/Ton	Grind out, remove and dispose of existing asphalt concrete, aggregate base and subgrade material (6 inch depth), and replace with hot mix asphalt, at a per ton cost on Skyway and Clark Roads.	_____	_____
2.	LS	Provide Traffic control per the Standard Specifications and the Special Provisions.	_____	_____
			TOTAL SUB BID	_____
Add Alternate #1	95/Ton	Grind out, remove and dispose of existing asphalt concrete, aggregate base and subgrade material (6 inch depth), and replace with hot mix asphalt, at a per ton cost. On Pentz Road including traffic control.	_____	_____
			TOTAL ALL BID ITEMS	_____

Bids are required for the entire project. The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the unit price bid on the basis of the estimated quantity set forth for the item.

In case of a discrepancy between the unit price and the total set forth for the item, the unit price shall prevail provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause or is omitted, or, in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to the lump sum items, the amount set forth in the "Total" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

If this bid shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sum to be determined as aforesaid, with surety satisfactory to the Town of Paradise, within ten (10) calendar days, after the bidder has received notice from the Town Engineer that the contract has been awarded, the Town of Paradise may, at its option, determine that the bidder has abandoned the contract,

and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the Town of Paradise.

Accompanying this bid is:

- Cash \$ _____
- Cashier's Check,
- Certified check,
- Bidder's bond in the amount equal to at least ten percent (10%) of the total bid.

The names of all persons interested in the foregoing bids as principals are as follows:

IMPORTANT NOTICE: If the bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners comprising firm; if the bidder or other interested person is an individual, state first and last name in full.

Licensed in accordance with the provisions of Chapter 791, Statutes of 1929, State of California, as amended, providing for the registration of contractors, License No. _____,

The undersigned hereby certify and declare under penalty of perjury that the foregoing is true and correct.

_____ **Company Name**

_____ **Company Mailing Address**

_____ **City/State/Zip Phone Number** _____

_____ **Signature**

_____ **Name (Typed or Printed)**

_____ **Place of Residence**

_____ **Date**

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

VARIOUS ASPHALT REPAIRS 2012

LIST OF SUBCONTRACTORS

Name: _____

Address: _____

Telephone: _____

Contractor License Number: _____

Items of work to be performed: _____

Name: _____

Address: _____

Telephone: _____

Contractor License Number: _____

Items of work to be performed: _____

Name: _____

Address: _____

Telephone: _____

Contractor License Number: _____

Items of work to be performed: _____

Name: _____

Address: _____

Telephone: _____

Contractor License Number: _____

Items of work to be performed: _____

Note: Attention is directed to Section 8-1.01, Subcontracting, of the Standard Specifications.

**BIDDER'S BOND
TOWN OF PARADISE**

KNOW ALL PERSONS BY THESE PRESENTS,

That we _____ as CONTRACTOR, and _____ as SURETY, are held and firmly bound unto the Town of Paradise, hereinafter called the Town, in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the principal above named, submitted by said Principal to the Town of Paradise, for the work described below, for the payment of which sum in lawful money of the United States, we and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of _____ Dollars(\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the Town of Paradise for certain construction specifically described as follows, for which bids are to be opened at Paradise, California on **July 26, 2012 for the VARIOUS ASPHALT REPAIRS 2012.**

NOW THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, We have hereunder set our hands and seals on this _____ day of _____, **2006.**

_____(SEAL)_____

_____(SEAL)_____

_____(SEAL)_____

Surety: _____

Principal: _____

Address: _____

CONTRACTOR'S LICENSE DECLARATION

(Business and Professions Code Section 7028.15)

The undersigned declares that it, he or she is _____(party making foregoing bid) of _____(hereinafter the "Bidder").

1. Bidder's Contractor's License Number is as follows: _____.
2. The expiration date of Bidder's contractor's License is: _____20____.
3. Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows.

"A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations therein are made under penalty of perjury. Any bid not containing this information or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid are true and correct.

Executed on _____, **2012** at _____(insert city and state where declaration signed).

Signature

Typed Name

Title

Name of Bidder/Company

EXPERIENCE STATEMENT

Set forth all comparable jobs awarded and awarded and completed by Bidder within the last five (5) years, together with the name and telephone number of the person or entity awarding the contract.

Contractor shall be duly licensed by the State of California to perform the work included. (Attachments accepted)

TOWN OF PARADISE, CALIFORNIA

**AGREEMENT
FOR
VARIOUS ASPHALT REPAIRS 2012**

THIS AGREEMENT is entered into this ____ day of _____, 2012 between the Town of Paradise (hereinafter called "Town"), and _____ (herein after called "Contractor").

WHEREAS, Contractor has been awarded the Contract for the work relating to the **VARIOUS ASPHALT REPAIRS 2012**.

The parties hereto mutually agree as to the terms and conditions herein set forth.

1. STATEMENT OF WORK:

Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for the Construction of the **VARIOUS ASPHALT REPAIRS 2012**, Paradise, California.

2. CONTRACT DOCUMENTS:

This instrument, together with the other documents listed below, which said other documents shall be as binding upon the parties hereto as if they were fully set forth herein, shall form the Contract. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents.

The Contract Documents, sometimes also referred to as "the contract," consist of the following:

- a. Advertisement for Bids
- b. Vicinity Map
- c. Instructions to Bidders
- d. Bid submitted by Contractor
- e. Experience Statement
- f. Subcontractor List
- g. Bid Bond
- h. Labor and Materials Bond
- i. Performance Bond
- j. Agreement
- k. General Provisions
- l. Special Provisions
- m. Technical Provisions
- n. Labor Compliance Check List and Forms
- o. Drawings, Specifications and Standard Plans and Standard Specifications
- p. Addendum No. _____ dated _____.

3. SCOPE OF CONTRACT:

Contractor agrees to undertake and complete all obligations under the Contract Documents relating to Various Asphalt Repairs 2012 and in the manner designated in, and in strict conformity with, the Contract Documents.

4. CONTRACT AMOUNT:

Town agrees to pay and Contractor agrees to accept, in full payment for the above work, subject to additions and deductions as provided in the Contract Documents, the amount of \$_____, which amount includes all applicable fees and taxes, and which amount is hereinafter referred to as the "Contract Amount".

5. LEGAL WORK DAY:

Eight (8) hours labor constitutes a legal day's work performed pursuant to this Contract. Contractor shall forfeit as a penalty to the Town TWENTY-FIVE DOLLARS (\$25.00) for each workman employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of Division 2, Part 7, Chapter 1, Article 3, of the Labor Code (Labor Code Section 1810-1815). Notwithstanding the foregoing provisions of this Section, work performed by employees of Contractors and of subcontractors in excess of eight hours per day and forty hours in any one week shall be permitted upon compensation for all hours worked in excess of eight hours a day and at not less than one and one-half times the basic rate of pay.

6. WORKMEN'S COMPENSATION:

In accordance with the provisions of 3700 of the Labor Code, every Contractor will obtain worker's compensation insurance covering the Contractor's employees and to furnish a certificate to the Town showing such coverage before commencement of the work.

7. INSURANCE

The Contractor shall provide to Town a certificate of insurance for Commercial General Liability Insurance and Worker's Compensation Insurance in the form and amounts shown in the specifications. Such insurance shall name Town as an additional insured and shall not be canceled without a 30-day written notice to the Town.

8. TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this Contract shall be commenced no later than fourteen (14) calendar days after the date of written "Notice to Proceed" from the Town to start and diligently and continuously prosecute to final completion. In no event shall contractor fail to complete the work any later than **30 calendar days after the date of written Notice to Proceed.**

9. NON ASSIGNMENT

Contractor shall not assign this Contract to any other party without the prior written consent of the Town.

10. DISPUTES

Disputes between the Town and Contractor of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104 et. seq., as set forth in the attached Exhibit "A".

11. INDEMNIFICATION

Contractor shall hold harmless, indemnify and defend Town its officers, officials, employees, agents and volunteers from and against any liability, claims loss, damages and costs, including attorney's fees and court costs of every nature resulting from or in connection with Contractor's work under this Contract, except for damages caused solely by the Town's active negligence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

TOWN OF PARADISE

CONTRACTOR

By: _____
Town Manager

By: _____

APPROVED AS TO FORM

Signature: _____

By: _____
Town Attorney

Title: _____

Address: _____

(City, State, Zip)

Contractor's I.D. or SSN

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____, herein called CONTRACTOR, and _____, SURETY, are held and firmly bound unto TOWN COUNCIL/TOWN OF PARADISE, hereinafter called OBLIGEE, in the sum of _____ (\$_____) for the payment whereof said Contractor and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that whereas, the above bounden Contractor has entered into a contract DATED _____, with the Obligee to do and perform the following work, to wit, **VARIOUS ASPHALT REPAIRS 2012.**

NOW, THEREFORE, if the above-bounden Contractor or his subcontractors fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts, required to be deducted, withheld and paid over to the Franchise Tax Board from wages of employees of the Contractor or his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, Surety will pay for the same, in an amount not exceeding the amount specified in this bond, and also, in case suit is brought upon this bond, any reasonable attorney's fee to be fixed by the court.

That it is agreed that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specification accompanying the same shall in any effect the obligations of Surety on this bond, and the Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This bond shall insure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

ATTEST:

PRINCIPAL

SURETY

Address: _____

Address: _____

PERFORMANCE BOND

BY THIS AGREEMENT, _____, hereinafter called CONTRACTOR, AND _____, As Surety, hereinafter called SURETY, are held and firmly bound to THE TOWN OF PARADISE, as Obligee, herein called OWNER, in the amount of _____ (\$_____) for the payment of which Contractor and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigned, jointly and severally.

The premium charged for this bond is _____ (\$_____) dollars for the term hereof. The condition of this bond is such that, if Contractor shall faithfully perform the terms and provisions of that certain written agreement between Contractor and Owner, dated _____ for the **VARIOUS ASPHALT REPAIRS 2012**, a copy of which is attached and made a part hereof, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Whenever Contractor shall be in default under the above-mentioned Contract, Surety may promptly remedy the default, or shall promptly complete the contract in accordance with its terms and conditions, or obtain a bid or bids for submission to Owner for completing the contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest to pay the cost of completion less the balance of the contract price, but not exceeding including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less any amount properly paid by Owner to Contractor.

No suit shall commence after two (2) years from the date fixed.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner, except a right of action that may be given by the mechanic's lien laws to persons furnishing labor or materials in connection with the work of improvement under the above-mentioned contract.

ATTEST:

PRINCIPAL

SURETY

Address: _____

Address: _____

GENERAL PROVISIONS

The General Provisions of this construction Contract shall be by reference to the General Provisions contained in the Standard Specifications of the State of California, Department of Transportation, Business and Transportation Agency, dated July 2010.

STANDARD SPECIFICATIONS: Standard Specifications shall mean the Standard Specifications of the State of California, Department of Transportation dated July 2010.

In case of conflict between the Standard specifications and these general and special provisions, the general and special provisions shall take precedence over and be used in lieu of such conflicting portions.

Whenever in the Standard Specifications, or in any documents or instruments where these specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

STATE: The Town of Paradise

PUBLIC WORKS BUILDING: Town Hall, 5555 Skyway, Paradise, CA.

DEPARTMENT OF PUBLIC WORKS: The Town Council of the Town of Paradise.

DEPARTMENT OF TRANSPORTATION: The Town Council of the Town of Paradise.

DIRECTOR OF PUBLIC WORKS: The Public Works Manager of the Town of Paradise.

STATE HIGHWAY ENGINEER: The Town Engineer of the Town of Paradise.

ENGINEER: Engineer shall mean the Town Engineer of the Town of Paradise or his authorized agent acting within the scope of his authority who shall act as the representative of the Town during the term of the contract.

LABORATORY: The established laboratory of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

Reference is made to Section 1 of the Standard Specifications for other pertinent definitions.

Where other reference specifications such as those of ASTM, AASHTO, etc., have been referred to, the applicable portion of such specification shall become a part of these Contract Documents.

SPECIAL PROVISIONS

1-1 DESCRIPTION OF PROJECT

The work to be done and referred to herein as the **VARIOUS ASPHALT REPAIRS 2012**, in the Town of Paradise, Butte County, State of California, is in general as follows:

1. **Grind-out of failed asphalt, base rock, and subgrade areas and replace with 6" of hot mix asphalt concrete.**

1-2 OWNER, AGENCY, STATE, CITY OR BOARD

Whenever the term "Owner," "Agency," "State," "City," or "Board" is used in these Contract Documents, it shall be understood to mean the Town of Paradise.

1-3 DEFINITIONS AND TERMINOLOGY

Whenever the term "Engineer" appears, it shall be understood to mean the Town of Paradise. The construction inspection will be performed by the Town of Paradise staff, or designated representative.

1-4 LOCATION OF WORK

The location is in the Town of Paradise as shown on the vicinity map attached to these specifications.

1-5 CONTRACT DOCUMENTS FURNISHED TO CONTRACTOR

The Engineer will furnish to the Contractor, upon request and free of charge, three copies of Contract Documents. Additional copies of Contract Documents or Plans may be obtained upon request by paying appropriate costs for reproduction.

1-6 TIME OF COMPLETION AND ORDER OF WORK

The time of completion shall be specified in **calendar** days.
All work as set forth in these Contract Documents shall be diligently prosecuted and completed by Contractor within **30 calendar days** from the date of issuance of the Notice to Proceed.

No extension of time will be considered for weather conditions normal to the area in which the work is being performed. Unusual weather conditions, if determined by the Engineer to be of a severity that would stop the normal progress of work that could normally be accomplished in that time period, may be considered as cause for an extension of Contract completion time.

1-7 PROGRESS SCHEDULE

The contractor shall submit a progress schedule to show the time proposed for prosecution of the major divisions of work and the proposed sequence of operations.

1-8 LIQUIDATED DAMAGES

See Section 8-1.07 of the Standard Specifications.

As agreed by the parties to the contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in these Special Provisions, damage will be sustained by the Town of Paradise, and that it is and will be difficult and impossible to ascertain and determine the actual damage which the town will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay the Town the sum of Two Hundred Fifty Dollars (\$250) per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the Town of Paradise may deduct the amount thereof from any money due or that may become due Contractor under this Contract.

1-9 GUARANTEE

The contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this contract, which become evident within one year after the date of final acceptance of the work. The contractor further assumes responsibility for a similar one-year guarantee for all work and materials provided by the subcontractors or manufactures. The contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the contractor fails to make the repair and replacements promptly, the Owner may do the work, and the contractor and his surety shall be liable for the cost thereof.

1-10 SITE INVESTIGATION AND REPRESENTATION

The contractor acknowledges that contractor is satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, drainage courses, or similar physical conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters that can in any way affect the work or the cost thereof under this Contract.

The contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, review of information made available to him by the Owner, as well as from information presented by the Plans and Specifications made a part of this Contract. Any failure by the contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

1-11 LIABILITY INSURANCE AND WORKMEN'S COMPENSATION INSURANCE

The contractor, in advance of performing any work under the agreement between the Town and the Contractor, shall, at no expense to the Town:

Procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property his may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for all risks of loss.

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project (when required).

Any deductibles or self-insured retention's must be declared to and approved by the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Town, its officers, officials, employees and volunteers; or the contractor shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1. The Town, its officers, officials, employees, and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

Course of construction policies (when required) shall contain the following provisions:

1. The Town shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the Town.

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

1-12 INDEMNITY

The Contractor shall defend, hold harmless and indemnify the Town and its officers, agents, and employees, from and against all claims (including but not limited to claims of Contractor's agents and employees), liability, losses, damages, and expenses including court costs and attorney's fees arising from the performance of the work under this Agreement, except those losses and damages found to be caused solely by the party indemnified hereunder.

1-13 SAFETY

Refer to State Specifications 7-1.09 Public Safety.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

Safety provisions shall conform to all applicable Federal, State, County, and Local laws and provisions.

The work site shall be maintained in a safe and secure condition. All work shall be accomplished in accordance with CAL OSHA regulations and requirements.

The Contractor shall maintain at its, his or her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatever arising out of, or in connection with, the performance of the work whether on, or adjacent to the site, giving full details and statements of witnesses.

1-14 CONSTRUCTION LIMITS

The Contractor shall confine his operations to designated property, road rights-of-way, and existing easements as designated on the Plans.

1-15 PRE-CONSTRUCTION CONFERENCE

The Contractor shall attend a pre-construction conference which will be held by the Engineer prior to the start of construction.

1-16 CONSTRUCTION WATER

The Contractor can obtain water for construction by making arrangements with Paradise Irrigation Company (530) 877-4971.

1-17 PROJECT SITE MAINTENANCE

The Contractor shall maintain a clean and dust controlled work site to minimize the impact of the work on the adjacent properties. Contractor shall also comply with any applicable State or County requirements regarding dust control.

1-18 VANDALISM

Additional security measures required to protect against vandalism will be included in the respective individual items and no additional compensation will be allowed.

1-19 CONSTRUCTION SURVEYING

Construction surveying is not required for this project.

1-20 PERMITS

All necessary local permits for construction of this project will be obtained by the owner.

1-21 SUSPENSION OF WORK

Refer to 8-1.05 of the Standard Specifications.

1-22 COMPETENT WORKERS

The Engineer has the authority to determine if workmen are incompetent or otherwise unsuitable per this section, and the Contractor shall remove any such worker upon written request by the Engineer.

1-23 WORKING HOURS

Work on Saturdays, Sundays, or Holidays will not be allowed, unless approved in advance by the Engineer and the Contractor is willing to pay the fully burdened rate for the Town Construction Inspector costs. The Contractor shall decide the working hours for the project, except that no work will be permitted except during daylight hours which involves any disturbance to the adjacent neighborhood. The Contractor shall notify the Engineer in writing of his work schedule including hours to be worked and days off. The

Contractor's representative shall be available at the work site during the hours indicated in the work schedule. The work schedule will be used by the Engineer to schedule construction observation personnel. No work shall be permitted outside the hours and days indicated by the schedule unless otherwise approved by the Engineer.

1-24 LABOR CODE REQUIREMENTS

The Contractor shall agree through the contract to comply with the provisions of the California Labor Code. For the purpose of this project, eight hours shall constitute a legal day's work.

The contractor's attention is directed to Section 1815 of the labor code regarding overtime pay and the requirement that a \$25.00 penalty will be levied for each workman for each calendar day during which the overtime pay provision is not met. The Contractor's attention is also directed to the requirements for travel and subsistence payments to all workmen needed to execute the Contract.

Subject to the limitations stated in said section, the contractor shall comply with the apprenticeship provisions of Section 1777.5 of the Labor Code, including the training and hiring of apprentices.

1-25 MEASUREMENT AND PAYMENT

- (1) The Town may withhold from any estimate due the Contractor a sum sufficient to protect the Town from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of contractor to make payments properly to subcontractors or for material or labor, (d) a reasonable doubt that the contract can be completed for the balance then unpaid, or (e) damage to another Contractor on the project, which amounts withheld will be paid upon removal of grounds for withholding payment.
- (2) Progress Payments. The Town shall, once in each month, cause an estimate in writing to be made by the Town Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, to the value of such estimate, and the value thereof. The Town shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provision of the contract. No such estimate or payment shall be required to be made when, in the judgement of the Town Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgement, the total value of the work done since the last estimate amounts to less than three hundred dollars (\$300).
- (3) Final Payment. Upon satisfactory completion of the work, the Engineer shall prepare a final estimate and shall recommend acceptance of the work to the Town Council at its next regular scheduled meeting. Upon acceptance of the completed work by the town Council, the Town shall cause to be filed and recorded in the records of the County Recorder a Notice of Completion and will authorize payment of the contract amount less a five percent (5%) retention to be held during the Mechanics Lien Period. **THIRTY-FIVE (35) DAYS AFTER THE RECORDING OF THE** Notice of Completion, the Contractor shall be entitled to the balance due for the completion and acceptance of the work, provided that all claims for labor and materials have been paid, and that no claim shall have been filed with the Town based upon acts or omissions of the Contractor and that no liens or withhold notices shall have been filed against said work or the property on which the work was done.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefore.

ALTERNATE TO RETENTION HELD BY TOWN (see Section 9-1.065 of the Standard Specifications). Upon the Contractor's request, pursuant to Public Contracting Code Section 10263, the Town of Paradise will make payment of funds withheld from progress payments to ensure performance of the contract if the contractor deposits in escrow with the Town of Paradise securities equivalent to the amount withheld. The Contractor shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Such Securities, if deposited by the Contractor, shall be valued by the Town of Paradise's Finance Director, whose decision on valuation of the securities and or acceptance thereof shall be final.

1-26 WILDLAND FIRE AREA

The Contractor is advised that the Town of Paradise is in a **Wildland Fire Area** and during the summer months the fire hazard is **EXTREME**. Fire safe conduct by the contractor and his employees is to be observed at all times. Fire extinguishers or other approved fire suppressants are to be available at all times while contract operations are underway.

At any time during the progress of this contract it may be necessary to shut down operations due to Emergency Operations by the Town in response to a wildland fire. If a shut down should occur during the Contractor's normal operations, compensation shall be paid to the contractor as specified under Section 8-1.09, Right of Way Delays of the Standard Specifications.

The measurement and payment items are as follows:

Item 1. GRIND OUT, REMOVE AND DISPOSE OF EXISTING ASPHALT, BASE ROCK AND SUBGRADE TO A DEPTH OF SIX (6) INCHES AND REPLACE WITH HOT ASPHALT CONCRETE:

Measurement for this item shall be on a per ton basis of hot mix asphalt concrete placed. Compensation for grinding, removing and disposing of existing materials and placing of six (6) inches of hot asphalt concrete shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work as required and specified herein.

Item 2. TRAFFIC CONTROL PLAN AND TRAFFIC CONTROL SERVICES: Measurement for this item shall be on a lump sum basis. Compensation for furnishing a traffic control plan and traffic control services in accordance with the Caltrans Traffic Control Manual and the Work Area Traffic Control Handbook, including **pilot cars, changeable message boards**, flagging, signing, delineation, and all activities required to control and maintain the control of traffic through the job site during all times during the execution of this contract as shown on the plans, and as required in these specifications. The contract lump sum price paid to furnish and maintain traffic control plan and traffic controls shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work to prepare the traffic control plan and furnish and maintain traffic controls as specified herein.

End of VARIOUS ASPHALT REPAIRS 2012 measurement and payment quantities.

END OF SPECIAL PROVISIONS

TECHNICAL PROVISIONS

2-1

TRAFFIC CONTROL AND PUBLIC SAFETY

Attention is directed to Section 7-1.08 (Public Convenience) and 7-1.09 (Public Safety), of the Standard Specifications.

In addition to the existing warning and direction signs, the Contractor shall erect, within or adjacent to the limits of the work, such supplemental warning and directional signs as required to maintain safe job site conditions.

- a. Traffic delays shall not exceed ten (10) minutes in duration.
- b. No street shall be closed to traffic before 8:00 a.m., or after 4:00 p.m., unless otherwise approved by the Engineer. Local residents shall have access to driveways during this same time period and the Contractor shall coordinate with local residents and businesses for the closing of driveways during working hours.
- c. Emergency vehicles shall be permitted to pass through work area without delay at all times.
- d. All street and lane closures, flagging arrangements, detours and traffic signs, including special signs, must be submitted in writing, for approval by the Engineer at least five (5) working days prior to each closure.
- e. At the end of the day's work and when construction operations are suspended, all equipment and other obstructions shall be removed from the roadway.
- f. Contractor shall assume full responsibility for clearing the streets of parked vehicles or other obstructions located within the area of work.
- g. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.
- h. Designated legal holidays are: January 1, Martin Luther King Jr.'s birthday, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day and December 25. When a designated legal holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be designated the legal holiday.
- i. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
- j. During Contractor working hours a minimum of one (1) traffic lane in each direction, not less than ten feet (10') wide, shall be open for public use. During non-working hours all traveled lanes, on all roadways, shall remain open. Whenever vehicles or equipment are parking on the pavement or on the shoulder, within 6 feet of a travel lane, the parking area shall be delineated with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment or along the closed portion of the pavement or shoulder at 25-foot intervals to a point approximately twenty-five (25') past the last piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder work Ahead), as appropriate, shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

- k. Whenever the Contractor's operations obliterate pavement delineation (either pavement markers or painted lane lines or both), such pavement delineation shall be replaced by either permanent or temporary delineation before opening the traveled way to the traffic. Temporary delineation shall consist of reflective traffic line tape applied in pieces not less than 4 inches long nor less than 4 inches wide spaced no more than 12 feet apart on curves nor more than 24 feet apart on tangents. Reflective traffic line tape shall be applied in accordance with the manufacturer's instructions. Temporary delineation shall be the same color as the permanent delineation. Full compensation for temporary delineation shall be considered as included in the contract price paid for asphalt concrete and no separate payment will be made therefor.
- l. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to the public.
- m. The Contractor shall ensure and guarantee that any traffic control devices removed or damaged by his operation are reinstalled and in good repair before leaving the work site.
- n. The contractor shall supply at its own expense all flagmen, detour signs, barricades and all other traffic control devices and personnel in compliance with the provisions of Section 7-1.08, Section 7-1.09 and Section 12 of the Standard Specifications, and as ordered by the Engineer, necessary to provide a satisfactory level of safety and a minimum of inconvenience to the general public. **Section 12-2.02 "Flagging Costs" of the Standard Specifications is hereby deleted. All flagging and traffic control costs are to be included in the lump sum bid item for traffic control..**
- o. The Contractor shall provide the Engineer with a Traffic Control Plan for each separate element of work seven (7) working days prior to starting work. The Engineer retains the right to modify the plan as he may determine necessary.
- p. The Contractor or his representative and all subcontractors shall have a copy of the approved Traffic Control Plan pertinent to the work in progress at all times. Failure to adhere to the Traffic Control Plan shall be grounds for the Town of Paradise to require the Contractor to stop the work until traffic control is in compliance with the approved Traffic Control Plan.
- q. Whenever a traffic lane is to be closed to public traffic, the Contractor shall install a traffic control system accordance with the current "MANUAL OF TRAFFIC CONTROLS – Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways."
- r. During contractor non-working hours all traveled lanes shall remain open.
- s. The Contractor shall keep current and notify the local Police and Fire Departments of his construction operation and traffic control changes three (3) days before work is to begin or traffic changes are made. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements in keeping the work area clear of parked vehicles.
- t. No formal detours will be allowed, however alternate routes may be encouraged by use of advance signing as part of the Traffic Control Plan.

Payment: Full compensation for furnishing, installing and removing signs and sign covers, the cost of accommodating public traffic prior to commencing operations, the cost of furnishing pilot cars, drivers and flagmen, the cost of furnishing, installing and maintaining signs, lights, flares, barricades and other facilities for the safety, sole convenience and direction of public traffic through and around work area shall be considered as included in the contract item of work bid and no additional compensation shall be allowed.

2-2 STREET RUNOFF

The Contractor shall provide for the continuous flow of curb and gutter surface water to the drainage course, and shall be aware that at any time water may flow down the curb and gutter or roadside ditch, affecting his work.

Payment: Full compensation for conforming to the requirements of this provision shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

2-3 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with Section 12 of the Standard Specifications.

All excavation required to install construction area signs shall be performed by hand methods without the use of power equipment. Care shall be used in performing excavation for signs in order to protect underground facilities.

Payment: Full compensation for furnishing, installing and maintaining Construction area signs shall be considered as included in the various contract price items of work, and no additional compensation will be allowed therefore.

2-4 DUST CONTROL

Dust control shall conform to the provisions in Section 10, "Dust Control," of the State Specifications and these technical provisions.

Payment: Full compensation for all dust control shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

2-5 MOBILIZATION

Payment: Full compensation for all mobilization costs shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

2-6 VANDALISM

Contractor is responsible for the protection of the entire jobsite.

Payment: Full compensation for vandalism control shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

2-7 UTILITY AND NON-HIGHWAY FACILITIES

The Contractor shall protect from damage utility and other non-highway facilities that are to remain in place, be installed, relocated or otherwise rearranged in accord with Section 8-1.10 of the Standard Specifications.

2-8 EXCAVATION AND GRADING

This section shall apply to all excavation of materials regardless of character and conditions necessary for the successful construction of the improvements shown on the plans.

Excavation shall conform to the provisions in Sections 15 and 19 of the Standard Specifications, these Special Provisions.

Payment: Full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing the work involved in conforming with the provisions of this article shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

2-9 SUBGRADE PREPARATION

After subgrade is established, the native material or existing base rock shall be re-compacted to 95% relative density.

Payment: Full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing the work involved in conforming with the provisions of this article shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

2-10 OBSTRUCTIONS

Attention is directed to Section 5, "Utilities," of the Standard Specifications and these technical provisions.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines; underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert-Northern California (USA)
Telephone: (800) 227-2600
or 811

2-11 ASPHALT TACK COAT

All asphalt edges and asphalt surfaces shall be treated with an asphaltic emulsion tack coat prior to placement of the new asphalt concrete. Asphalt tack coat shall conform to Section 94 of the Standard Specifications and shall be applied in accordance with the provisions in Section 93.

Payment: Full compensation for asphalt tack coat installation shall be considered as included in the contract price paid per ton of asphalt concrete placed, and no additional compensation will be allowed therefore.

2-12

ASPHALT CONCRETE

The following provisions for Asphalt Concrete material shall apply to work completed within these Technical Specifications.

Materials

Asphalt concrete shall comply with the provisions of Section 39 of the California State Standard Specifications and as modified herewith. The State Standard Specifications are amended and are superseded with the requirements provided within these special provisions where conflicts or other disparities exist.

Asphalt concrete shall be hot plant mixed and shall be furnished from the plant at a temperature not to exceed 325 degrees F. Asphalt concrete shall be produced from commercial quality asphalt and aggregates. Asphalt concrete for paving work shall be Type A, ½ inch Maximum, Medium Gradation, conforming to the requirements of Section 39-2 of the State Standard Specifications. Asphalt binder shall be a PG 64-10 viscosity graded, steam refined paving asphalt conforming to Section 92 of the State Standard Specifications.

The actual asphalt cement content may vary up to 0.3% plus/minus from the target optimum bitumen content (OBC) unless the job-mix-design and final product indicate the required provisions are not met.

NOTE: At the OBC, the compacted mixture shall have the following properties:

Hveem Stability	35 min. Type B
	37 min. Type A

The suggested job-mix-design air voids below are provided to help obtain compaction requirements in the field and are not a specification requirement.

Air Voids	3% to 5%
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Only materials conforming to the specifications shall be incorporated in the work. The materials shall be manufactured, handled, and used to industry standards.

Submittals

The Contractor shall furnish The Town’s Engineer for review and approval, at least ten (10) working days prior to start of work, a list of his sources of materials together with a Certificate of Compliance, indicating that materials to be incorporated in the work fulfill the requirements of these specifications and the job-mix-design for the asphalt concrete. The Certificate of Compliance shall be signed by the material supplier or his representative. It is the intent of these specifications that materials to be incorporated in the work meet the requirements of these specifications after incorporation in the paved areas shown on the plans.

At least ten (10) working days prior to start of work, the Contractor shall also furnish a **job-mix-design** for the asphalt concrete. The job-mix-design shall indicate **all** of the following:

- 1) Percentage passing each sieve size
- 2) Percent asphalt recommended
- 3) Percent voids*
- 4) Stability*
- 5) Maximum theoretical unit weight*

The * items shall be provided at each asphalt content used to arrive at the recommended optimum bitumen content.

The job-mix-design shall be in effect until a change is approved in writing by the Engineer.

The Contractor shall be responsible for all costs associated with the required job-mix-design. Recent mix designs from previous jobs using the same mixture may be submitted for approval. Mix design in excess of 6 months in age must be submitted with recent gradations for verification.

Testing

The Town's Engineer shall have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specifications compliance. The Town reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The Town shall also have the right to inspect sources of materials to be used in the work to determine workmanlike procedures used by the materials supplier. Any material testing completed or not completed by the Town does not relieve the Contractor of complying with the provisions herein.

Measurement and Payment: No measurement of quantities will be made. Full compensation for compliance with the mix design requirements, as well as furnishing all labor, materials, equipment, tools and incidentals necessary for constructing asphalt concrete, complete in-place, shall be considered included in the contract unit price for the items of work in which asphalt concrete will be used.

2-13

GRIND OUT AND REPLACE SIX (6) INCHES OF EXISTING FAILED ASPHALT CONCRETE, BASE ROCK AND SUBGRADE

General: Areas designated by the Engineer shall be cold planed to a depth of SIX (6) inches, removed and replaced with the same thickness of hot asphalt concrete. The asphalt concrete shall be placed in TWO (2) lifts.

Materials: The asphalt concrete used for this work shall conform to all requirements of "Asphalt Concrete", of these technical specifications.

Tack coat emulsion shall conform to all requirements of "Asphalt Tack Coat" of these technical specifications.

Disposal: The Contractor shall make all arrangements for disposal of excavated materials.

Construction: All edges shall be cold planed. Exposed edges shall be protected against breakage with timbers or AC mix whenever a roller enters or leaves the repair spot. The underlying material to remain in place shall be graded to an even plane, watered if required and compacted with a vibratory roller or jumping jack compactor. After compaction and prior to the placing of asphalt concrete, the vertical edges of the existing pavement shall receive a tack coat. The finished repair shall conform to the surrounding grade and contour and shall not trap water or present a visible hump.

Asphalt concrete compaction shall be performed in conformance with Section 39 of the Standard Specifications by methods that will produce an asphalt concrete surface of uniform smoothness, texture, and density, using a tandem roller weighing not less than 8 tons for the final lift of asphalt concrete.

Unsuitable Material: In the event that the underlying material is unsuitable, it shall be excavated as necessary and disposed of in accordance with these special provisions. The limits of removal shall be designated by the Engineer. The resulting space shall be filled with a single lift of asphalt concrete. Unsuitable material is defined as material the Engineer determines to be:

- a. of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content;
- b. too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the work; or
- c. otherwise unsuitable for the planned use.

Payment: Payment for grinding out and replacing of 6 inches of existing asphalt, base rock and subgrade and/or the removal of unsuitable material and replacement with hot asphalt concrete shall be paid for at the

bid item price per ton and shall include full compensation for furnishings all labor, materials, tools, equipment, and incidentals, and for doing all the work as specified.

2-14 DE-WATERING

The contractor shall furnish, install, and operate all necessary machinery, appliances, and equipment to keep excavations free of all water which would be detrimental to any phase of construction and shall de-water and dispose of the water so as not to cause injury to public or private property or to cause a nuisance or a menace to the public. Water from the excavations shall not be directly discharged into any water course at the job site unless the water quality is equal or better than the existing natural water course. All de-watering costs are to be included in the contract price for the various items of work and no additional compensation will be allowed therefor.

2-15 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic controls published by the Department or as relieving the contractor from his responsibility as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Payment: Full compensation for all temporary pavement delineation costs shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

2-16 ADVANCE NOTIFICATION TO THE PUBLIC

The Contractor shall provide two (2) changeable message boards (CMB) or two professionally printed 4'x8' construction signs that will provide the public a minimum of three (3) days advance notification of the proposed road work. The sign placement and message shall be approved by the Engineer and included in the Traffic Control Plan.

Payment: Full compensation for conforming to the requirements of these provisions shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

NOTIFICATION OF AGENCIES

The Contractor shall notify all agencies which may be affected by the construction. Notification shall be in writing and at least 72 hours prior to construction. The notice shall include the project limits, starting date, scheduled date of completion, Contractor contact person and Contractor telephone number. The agencies shall include, but not be limited to:

	<u>FAX Nos.</u>
Paradise Irrigation District	(530) 876-0483
Paradise Unified School District (Transportation)	(530) 872-6464
Butte County Transit Coordinator	(530) 538-7683
Paradise Express (B-Line Para Transit)	(530) 342-8871
Town of Paradise Engineering Division	(530) 877-5059
Town of Paradise Police Department	(530) 872-4950
Town of Paradise Fire Department	(530) 877-5957
U.S. Postal Service (Paradise Post Office)	(530) 872-9045
Northern Recycling and Waste Services	(530) 877-3825
The Paradise Post	(530) 877-1326
Caltrans Division 3 (Maintenance Division)	(530) 895-6779

Failure to comply with the provisions for notification shall result in the suspension of all work until the provisions have been met.

Payment: Full compensation for conforming to the requirements of these provisions shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

END OF TECHNICAL SPECIFICATIONS

ATTACHMENTS

LABOR LAW REQUIREMENTS (ATTACHMENT “A”)

TYPICAL SECTION AND QUANTITY LIST

2009 MUTCD FIGURE 6H-10 (LANE CLOSURE ON TWO LANE ROAD USING FLAGGERS)

EXHIBIT “A”

**Attachment A:
Checklist of Labor Law Requirements**

**TOWN OF PARADISE
COMMUNITY DEVELOPMENT DEPARTMENT/ENGINEERING DIVISION**

**CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT PRE-JOB CONFERENCE
(PURSUANT TO SECTION 16430 OF THE LABOR CODE)**

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following:

- 1) Payment of Prevailing Wage Rates
The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is obligated to pay the prevailing wages under Labor Code Section 1770 et seq. should the project exceed the exemption amounts.
The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.
- 2) Apprentices
It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.
- 3) Penalties
There are penalties required for contractor/subcontractor failure to pay prevailing wages (for nonexempt projects) and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775, 1777.7 and 1813.
- 4) Certified Payroll Records
Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee; also the straight time and overtime hours worked each day and each week, the fringe benefits, and the actual per diem wage paid to each journeyman, apprentice worker or other employee hired in connection with the public works project.
Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776.
Each contractor and subcontractor shall submit its certified payroll record to the Town of Paradise on a weekly basis. In the event that there has been no work performed during a given week, the Certified Payroll Record shall be annotated: "No work" for that week.
Under Labor Code Section 1776 (g), there are penalties required for

contractor/subcontractor's failure to maintain and submit copies of certified payroll records on request.

5) Nondiscrimination in Employment

There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964, as amended. All contractors and subcontractors are required to implement equal employment opportunity practices for women and minorities.

6) Kickback Prohibited

Contractors and subcontractors are prohibited from accepting, taking wages illegally or extracting "kickback" from employee wages under Labor Code Section 1778.

7) Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8) Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code Section 4100 et seq.

9) Proper Licensing

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq.

10) Unfair Competition Prohibited

Contractors/subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Section 7000 et seq.

11) Workers Compensation Insurance

Labor Code Section 1861 requires that contractors be insured properly for Workers Compensation.

12) OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

In accordance with federal and state laws and with Town contract documents, the undersigned prime contractor wishes to assure the Town of Paradise that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

For the Contractor

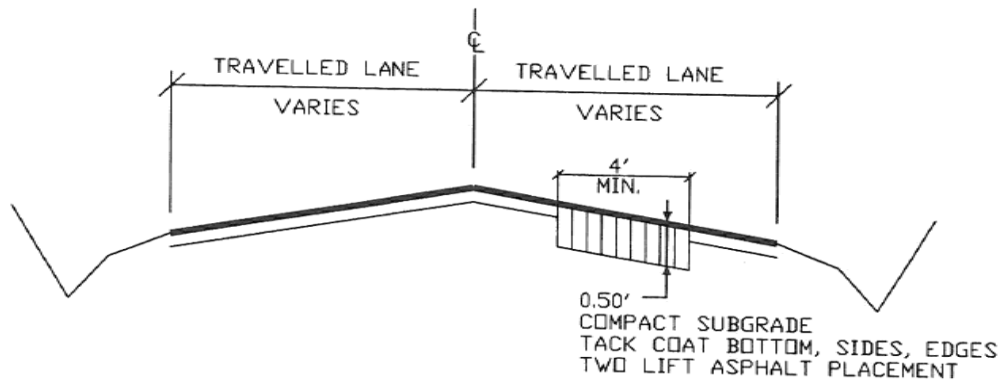
For the Town of Paradise

Signature

Signature

Date

Date



TYPICAL DIGOUT ASPHALT FAILURE SECTION

NO SCALE

N/B Skyway, Bille to Wagstaff

		S.F.
1	4'X12'	48
2	4'X10'	40
3	4'X63'	252
4	4'X12'	48
5	4'X47'	188
6	4'X65'	260
7	4'X14'	56
8	4'X70'	280
9	4'X70'	280
10	4'X72'	288
11	4'X15'	60
12	4'X100'	400
13	4'X11'	44
14	4'X31'	124
		2368

S/B Clark from 2009 Overlay to Wagstaff

		S.F.
1	4'X5'	20
2	4'X13'	52
3	4'X114'	456
4	4'X18'	72
		600.00

N/B Clark from Wagstaff to 2009 Overlay

		S.F.
1	4'X55'	220
2	4'X48'	192
3	4'X12'	48
4	4'X15'	60
5	4'X30'	120
6	4'X18'	72
		712.00

S/B Skyway from Wagstaff

		S.F.
1	4'X15'	60
		60

N/B Pentz from Bille to Ponderosa School

		S.F.
1	4'X54'	216
2	4'X15'	60
3	4'X48'	192
4	4'X21'	84
5	4'X5'	20
		572

S/B Pentz from Ponderosa school to Bille

		S.F.
1	4'X30'	120
2	4'X4'	16
3	4'X56'	224
4	4'X12'	48
5	4'X10'	40
6	4'X13'	52
7	4'X23'	92
8	4'X7'	28
9	4'X7'	28
10	4'X14'	56
11	4'X14'	56
12	4'X25'	100
13	4'X23'	92
14	4'X5'	20
15	4'X5'	20
16	4'X5'	20
17	4'X32'	128
18	4'X14'	56
19	4'X9'	36
20	4'X20'	80
21	4'X39'	156
22	4'X29'	116
23	4'X20'	80
24	4'X42'	168
25	4'X28'	112
26	4'X7'	28
		1972

Figure 6H-10 Lane Closure on a Two-Lane Road Using Flaggers (TA-10)

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)



"EXHIBIT A"

CALIFORNIA CODES
PUBLIC **CONTRACT CODE**
SECTION **20104-20104.6**

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a **contract** between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil **Code**, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the **contract** for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a **contract** between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works **contract**" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the **contract** for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by **contract** for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government **Code**. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time

periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government **Code**.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the **Code** of Civil Procedure, notwithstanding Section 1141.11 of that **code**. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the **Code** of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the **Code** of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the **contract**.

(b) In any suit filed under Section **20104.4**, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY REPORT
DATE: JULY 10, 2012**

AGENDA NO. 3.m.

PREPARED &

**REVIEWED BY: Charles Rough, Jr., Town Manager
Dwight L. Moore, Town Attorney
Crystal Peters, HR/Risk Mgt. Analyst**

**SUBJECT: RECOMMENDED APPROVAL OF THE AMENDED AND
RESTATED 960 AGREEMENT WITH THE INTERIM TOWN
MANAGER**

COUNCIL ACTION REQUESTED:

**Approve the restated and amended 960-contract with the interim town
Manager, as submitted**

BACKGROUND:

The Town Council will recall that they approved a 960-hour maximum per fiscal year, part time, hourly only (no benefits), interim contract with the Town Manager that ran from January 1, 2012 through December 30, 2012.

This 960-annuitant contract was the result of a cost-saving proposal that the Town Manager offered in which he was willing to retire two-years prior to the completion of his most recent 5-year contract, on December 30, 2011; and come back on an interim, part-time basis until December 30, 2012. This approved contract will net the Town an additional \$ 140,000 in savings spread over the current fiscal year and next fiscal year. Most of these savings are overwhelmingly savings to the general fund, and critically important, in light of the Town's serious financial situation.

Most importantly, this interim, part-time contract helps the Town financially during this very tough time for the Town, and allows the Town Manager in his interim capacity to complete or move forward a number of important projects for Paradise, including assisting the Town Council with the recruitment and selection process for a new town manager.

CALPERS has contacted the Town with some changes that they are now requiring of management 960- annuitant contracts throughout the state. For the Town, the changes are pretty simple. They require changing the word "employee" wherever mentioned in the existing contract to the word "retiree;" and striking the provision in the contract that alluded to the manager's

deferred compensation plan, which will continue to be an out-of-pocket expense for the manager, and not the Town. It just doesn't need to be mentioned in this contract.

Our Town Attorney and HR/Risk Management Analyst have reviewed and made all the necessary changes to bring the contract in compliance with CALPERS.

FINANCIAL IMPACT:

There is no change in the estimated cost savings projections that were identified at the time the Town Council originally approved this contract.

AMENDED AND RESTATED
EMPLOYMENT-960 AGREEMENT

THIS **AMENDED AND RESTATED AGREEMENT** made and entered into this ~~_____ day of October 2011~~^{10th day of July, 2012}, by and between the TOWN OF PARADISE, a municipal corporation of the State of California, hereafter referred to as **TOWN** and Charles L. Rough, Jr., hereafter referred to as **EMPLOYEE-RETIREE**, both of whom understand the following:

WITNESSETH:

WHEREAS, The Public Employees Retirement System has requested the Town to amend the Agreement with Charles L. Rough, Jr. dated the 11th day of October, 2011 by deleting the word "Employee" and inserting the word "Retiree". As a result this amended Agreement has been prepared; and

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WHEREAS, the TOWN desires to employ the services of **EMPLOYEE-RETIREE** as part-time contractual Interim Town Manager of the Town of Paradise from December 31, 2011 until December 31st, 2012; and-

WHEREAS, it is the desire of the TOWN to establish certain conditions of employment, and to set working conditions of **EMPLOYEE-RETIREE**; and

WHEREAS, it is the desire of the TOWN to:

1. Secure and retain the services of **EMPLOYEE-RETIREE**; and
2. Establish a basis for good working relationships, to avoid possible misunderstandings in recognition of the unique nature of his position; and
3. Provide a just means for terminating **EMPLOYEE'S-RETIREE'S** services; and

WHEREAS, EMPLOYEE-RETIREE, desires to accept such part-time employment.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

SECTION 1: DUTIES AND RESPONSIBILITIES

A. From December 31, 2011 to December 31, 2012, the duties, responsibilities and authority of the **EMPLOYEE-RETIREE** shall be those specified in the Town Manager

job description attached as Exhibit "A" and such other legally permissible and proper duties and function as the Town Council shall assign.

B. From December 31, 2011 to June 30, 2012, ~~EMPLOYEE-RETIREEE~~ shall work 960 hours with the approximate schedule of 36.9 hours per week unless ~~EMPLOYEE RETIREE~~ and the Town Council agree otherwise, and which could be flexible depending on the week; provided such schedule may be revised if there is a TOWN authorized EOC activation. From July 1, 2012 to December 31, 2012, ~~RETIREEEMPLOYEE~~ will work 960 hours with the schedule therefore being agreed upon by ~~EMPLOYEE-RETIREEE~~ and the Town Council; provided that ~~EMPLOYEE-RETIREEE~~ shall be assigned 960 hours during such time period. In the event that a scheduled, pre-approved leave or an unscheduled illness or emergency interferes with such scheduled work, ~~EMPLOYEE-RETIREEE~~ will make up the hours during weeks prior or subsequent to the leave or illness.

C. ~~EMPLOYEE-RETIREEE~~ agrees to provide reasonable services based on the above schedule.

D. ~~EMPLOYEE-RETIREEE~~ hereby agrees that to the best of his ability and experience, he will at all times conscientiously perform the duties and obligations required by the terms of this Agreement.

SECTION 2: TERM OF AGREEMENT

TOWN hereby employs ~~EMPLOYEE-RETIREEE~~ and ~~EMPLOYEE-RETIREEE~~ hereby accepts part-time, interim employment with the TOWN for a period of twelve (12) months beginning December 31, 2011, the effective date of this Agreement, and ending December 31, 2012.

SECTION 3: TERMINATION BY TOWN

A. TOWN may terminate this Agreement only for cause if ~~EMPLOYEE-RETIREEE~~ (1) Willfully breaches or habitually neglects the duties which he is required to perform under the terms of this Agreement; or (2) Is convicted by court or by jury trial, for acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude, that would prevent the effective performance of his duties.

B. If TOWN elects to terminate this Agreement for cause, ~~EMPLOYEE RETIREE~~ shall not receive any severance pay, and the TOWN shall specify the grounds in writing for the termination supported by a documented statement of all relevant facts.

D. TOWN may terminate this Agreement without cause. If TOWN elects to terminate this Agreement without cause, TOWN shall have the right to separate ~~EMPLOYEE-RETIREEE~~ immediately from TOWN service with notice to ~~EMPLOYEE RETIREE~~ and TOWN shall pay to the ~~EMPLOYEE-RETIREEE~~ the remainder of the term of the Agreement as stated in Section 2 of the Agreement in one lump sum.

SECTION 4: TERMINATION BY EMPLOYEE RETIREE

EMPLOYEE RETIREE may terminate his obligations under this Agreement by giving TOWN at least sixty (60) days written notice in advance.

SECTION 5: SALARY, COMPENSATION AND OTHER BENEFITS

A. **SALARY:** From December 31, 2011 to June 30, 2012 TOWN agrees to pay **EMPLOYEE RETIREE** for his services rendered pursuant to this Agreement the amount of \$45.00 per hour payable in installments at the same time that ~~the other~~ management employees of TOWN are paid with no benefits other than those required by his status as a retired PERS ~~Town~~ **EMPLOYEE annuitant**. From July 1, 2012 to December 30, 2012, TOWN agrees to pay **EMPLOYEE RETIREE** for his services rendered pursuant to this Agreement the amount of \$50.00 per hour.

~~B. TOWN agrees to enroll EMPLOYEE into applicable state or local retirement system and execute all necessary documents and agreements related to the applicable plan (ICMA 457-Deferred Compensation)~~

~~C.~~ **INDEMNIFICATION:** TOWN agrees to indemnify and defend **EMPLOYEE RETIREE** in accordance with the provisions of California Government Code Sections 825, et seq. 995, et seq. and related statutes.

~~D.C.~~ **BONDING:** TOWN shall bear the full cost of any fidelity or other bonds required of the **EMPLOYEE RETIREE** under any law or ordinance.

SECTION 6: GENERAL TERMS AND CONDITIONS

A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements whether written or oral.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executor of **EMPLOYEE RETIREE**.

C. In the event either party to this Agreement institutes legal action to enforce any of its provisions, the prevailing party in such action shall be entitled to reasonable attorney's fees.

D. If any provision contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect.

E. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) **TOWN:** Town of Paradise c/o Town Clerk
5555 Skyway, Paradise, California 95969

(2) **EMPLOYEE RETIREE:** Charles L. Rough, Jr.
[REDACTED]

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United State Postal Service.

IN WITNESS WHEREOF, the Town of Paradise has caused this Agreement to be signed and executed on its behalf by its Mayor, approved as to form by the Town Attorney, and signed by **EMPLOYEE RETIREE** and Approved as to Form by **EMPLOYEE'S RETIREE'S** attorney, this 10th day of ~~October, 2011~~ July, 2012.

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Charles L. Rough, Jr., ~~Employee~~ Retiree
Mayor

~~Alan White~~ Steve "Woody" Culleton

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

**AMENDED AND RESTATED
960 AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT made and entered into this 10th day of July, 2012, by and between the TOWN OF PARADISE, a municipal corporation of the State of California, hereafter referred to as **TOWN** and Charles L. Rough, Jr., hereafter referred to as **RETIREE**, both of whom understand the following:

WITNESSETH:

WHEREAS, The Public Employees Retirement System has requested the Town to amend the Agreement with Charles L. Rough, Jr. dated the 11th day of October, 2011 by deleting the word "Employee" and inserting the word "Retiree". As a result this amended Agreement has been prepared; and

WHEREAS, the **TOWN** desires to employ the services of **RETIREE** as part-time contractual Interim Town Manager of the Town of Paradise from December 31, 2011 until December 31st, 2012; and

WHEREAS, it is the desire of the **TOWN** to establish certain conditions of employment, and to set working conditions of **RETIREE**; and

WHEREAS, it is the desire of the **TOWN** to:

1. Secure and retain the services of **RETIREE**; and
2. Establish a basis for good working relationships, to avoid possible misunderstandings in recognition of the unique nature of his position; and
3. Provide a just means for terminating **RETIREE'S** services; and

WHEREAS, **RETIREE**, desires to accept such part-time employment.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

SECTION 1: DUTIES AND RESPONSIBILITIES

A. From December 31, 2011 to December 31, 2012, the duties, responsibilities and authority of the **RETIREE** shall be those specified in the Town Manager job description attached as Exhibit "A" and such other legally permissible and proper duties and function as the Town Council shall assign.

B. From December 31, 2011 to June 30, 2012, **RETIREEE** shall work 960 hours with the approximate schedule of 36.9 hours per week unless **RETIREE** and the Town Council agree otherwise, and which could be flexible depending on the week; provided such schedule may be revised if there is a **TOWN** authorized EOC activation. From July 1, 2012 to December 31, 2012, **RETIREE** will work 960 hours with the schedule therefore being agreed upon by **RETIREE** and the Town Council; provided that **RETIREE** shall be assigned 960 hours during such time period. In the event that a scheduled, pre-approved leave or an unscheduled illness or emergency interferes with such scheduled work, **RETIREE** will make up the hours during weeks prior or subsequent to the leave or illness.

C. **RETIREE** agrees to provide reasonable services based on the above schedule.

D. **RETIREE** hereby agrees that to the best of his ability and experience, he will at all times conscientiously perform the duties and obligations required by the terms of this Agreement.

SECTION 2: TERM OF AGREEMENT

TOWN hereby employs **RETIREE** and **RETIREE** hereby accepts part-time, interim employment with the **TOWN** for a period of twelve (12) months beginning December 31, 2011, the effective date of this Agreement, and ending December 31, 2012.

SECTION 3: TERMINATION BY TOWN

A. **TOWN** may terminate this Agreement only for cause if **RETIREE** (1) Willfully breaches or habitually neglects the duties which he is required to perform under the terms of this Agreement; or (2) Is convicted by court or by jury trial, for acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude, that would prevent the effective performance of his duties.

B. If **TOWN** elects to terminate this Agreement for cause, **RETIREE** shall not receive any severance pay, and the **TOWN** shall specify the grounds in writing for the termination supported by a documented statement of all relevant facts.

D. **TOWN** may terminate this Agreement without cause. If **TOWN** elects to terminate this Agreement without cause, **TOWN** shall have the right to separate **RETIREE** immediately from **TOWN** service with notice to **RETIREE** and **TOWN** shall pay to the **RETIREE** the remainder of the term of the Agreement as stated in Section 2 of the Agreement in one lump sum.

SECTION 4: TERMINATION BY RETIREE

RETIREE may terminate his obligations under this Agreement by giving **TOWN** at least sixty (60) days written notice in advance.

SECTION 5: SALARY, COMPENSATION AND OTHER BENEFITS

A. **SALARY:** From December 31, 2011 to June 30, 2012 **TOWN** agrees to pay **RETIREE** for his services rendered pursuant to this Agreement the amount of \$45.00 per hour payable in installments at the same time that management employees of **TOWN** are paid with no benefits other than those required by his status as a retired PERS **annuitant**. From July 1, 2012 to December 30, 2012, **TOWN** agrees to pay **RETIREE** for his services rendered pursuant to this Agreement the amount of \$50.00 per hour.

B. **INDEMNIFICATION:** **TOWN** agrees to indemnify and defend **RETIREE** in accordance with the provisions of California Government Code Sections 825, et seq. 995, et seq. and related statutes.

C. **BONDING:** **TOWN** shall bear the full cost of any fidelity or other bonds required of the **RETIREE** under any law or ordinance.

SECTION 6: GENERAL TERMS AND CONDITIONS

A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements whether written or oral.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executor of **RETIREE**.

C. In the event either party to this Agreement institutes legal action to enforce any of its provisions, the prevailing party in such action shall be entitled to reasonable attorney's fees.

D. If any provision contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect.

E. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) **TOWN:** Town of Paradise c/o Town Clerk
5555 Skyway, Paradise, California 95969

(2) **RETIREE:** Charles L. Rough, Jr.


Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United State Postal Service.

IN WITNESS WHEREOF, the Town of Paradise has caused this Agreement to be signed and executed on its behalf by its Mayor, approved as to form by the Town Attorney, and signed by **RETIREE** and Approved as to Form by **RETIREE'S** attorney, this 10th day of July, 2012.

Charles L. Rough, Jr., Retiree

Steve "Woody" Culleton, Mayor

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

TOWN OF PARADISE
Council Agenda Summary
Date: July 10, 2012

Agenda Item 5 (a)

ORIGINATED BY: Craig Baker, Community Development Director

REVIEWED BY: Chuck Rough, Town Manager

SUBJECT: Public Hearing: Consideration of a Planning Commission Resolution Recommending Town Council Amendment of the Text Regulations of Chapter 17.38 of the Paradise Municipal Code Related to Off-Street Parking Regulations

COUNCIL ACTION REQUESTED: Conduct the duly noticed and scheduled public hearing concerning this agenda item. Upon conclusion of the public hearing adopt either the recommended action or an alternative action.

RECOMMENDATION: Adopt a **MOTION TO:**

1. Concur with the project "CEQA determination" finding adopted by the Planning Commission on June 19, 2012, and embodied within Planning Commission Resolution No. 12-01; **AND**
2. Waive the first reading of Town Ordinance No. ____ and read by title only (roll call vote); **AND**
3. Introduce Town Ordinance No. ____, "An Ordinance Amending Text Regulations Within Paradise Municipal Code Chapter 17.38 Relating to Off-Street Parking Regulations"; **OR**
4. Adopt an alternative directive to town staff regarding this agenda item.

BACKGROUND:

In order to help attract and promote commercial development via the establishment of retail sales and service and other commercial land uses within the Town of Paradise, Town staff initiated proposed Paradise Municipal Code (PMC) zoning ordinance text amendments for Planning Commission consideration and possible Town Council adoption. The proposed text amendments are proposed by staff for the Town's off-street parking regulations and have been drafted primarily to enhance the Town's ability to assist in the establishment of new or relocated commercial land uses - particularly retail land uses - within the Town of Paradise and to reduce the impact of what could be considered as a local regulatory constraint to development.

Paradise Municipal Code section 17.45.500 (*Procedures for zoning district(s) or zoning text amendments*) provides for the Planning Director to initiate the process of zoning code text amendments whenever the public necessity, convenience or general welfare are sufficiently compelling as to warrant Planning Commission and Town Council consideration of such amendments. It has often been the practice of Town staff, based upon cumulative experiences in project development, to seek the adoption of PMC text amendments when it is felt that the amendments would be mutually beneficial to the citizenry of the Town and the development community.

Staff-initiated zoning code amendments have often been aimed at promoting economic development. For example, in 1999, Town staff developed and carried forward a set of amendments to the Town's parking regulations that eased a number of parking requirements and even eliminated any requirement for the provision of off-street parking in the Central Business (CB) zoning district in order to assist in economic revitalization for that area of the community.

Upon reviewing the parking regulations of various communities that have some characteristics that are shared with the Town of Paradise (ex: Grass Valley, Red Bluff, Oroville, Yuba City, etc.) and professional papers articulating the benefits of alternatives to conventional minimum parking requirements, staff has prepared several proposed amendments to the Town's off-street parking regulations. If adopted, these text amendments would **a)** establish a new section 17.38.350 to create a mechanism to grant a reduction in the number of parking spaces required for any land use by up to twenty percent, **b)** amend section 17.38.800 to raise the threshold for requiring a loading space from 10,000 square feet of building area to 15,000 square feet of building area, and **c)** amend the formula in section 17.38.1000 for calculating required parking for "retail sales and services" land uses from one parking space per every 200 square feet to one parking space per every 250 square feet.

During its meeting on June 19, 2012, the Planning Commission conducted a public hearing regarding these proposed text amendments, accepted public testimony and adopted Planning Commission Resolution No. 12-01 and its exhibit "A" as prepared by staff. The resolution document identifies and recommends Town Council adoption of several amendments to the text contained within PMC Chapter 17.38, as described within this agenda summary. A copy of the resolution document is attached for your review.

DISCUSSION:

If adopted as drafted by staff, the mechanism established by the new PMC section would entail the filing of an administrative permit for a parking reduction by a project developer or applicant, to be acted upon by the Planning Director without a public hearing; a decision that

could be appealed to the Planning Commission and ultimately to the Town Council. A decision to approve the permit would need to be accompanied by findings justifying the reduction and related to the character of the proposed land use, surrounding land uses, availability of public parking and other information provided by the applicant. The proposed amendments to sections 17.38.800 and 17.38.1000 are self explanatory and would result in a minimum of a twenty percent reduction in required parking for all retail land uses.

The most obvious benefits of the proposed text amendments that would result in adjusting parking requirements downward are reduced costs for the development of required off-street parking areas, correspondingly reducing the overall cost of commercial property development. If adopted as proposed, the amendments would also increase the inventory of properties that may be suitable for certain commercial projects (large and small) and could result in opportunities to develop additional floor space on undeveloped or underdeveloped commercial properties, rather than the development of larger parking areas.

The proposed text amendments would also result in an increased level of conformity for existing commercial land uses that do not meet current PMC parking requirements and would likely result in several environmental benefits as well. Construction of unnecessary parking areas increases the impacts of stormwater runoff, either upon drainage facilities or adjacent property, and increases water pollution. Smaller parking areas provide increased opportunities for tree retention and the development or preservation of landscaped areas and reduce the effects of "Heat islands," or areas of artificially raised temperatures.

The proposed amendments would also promote further implementation of the 1994 Paradise General Plan, particularly several General Plan policies relating to economic development, tree retention, landscaping, and open space.

Town staff has determined, and the Town Attorney has concurred, that the proposed text amendments are minor in nature and that there is no possibility that adoption and implementation of the amendments would result in a direct and significantly adverse effect upon the environment. Therefore, the proposed amendments can be found to be exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15332.

Staff has developed the attached ordinance document (and its attached exhibit "A") that, if introduced and subsequently adopted by the Town Council, would recommend Town Council adoption of several text amendments to the Town's parking regulations in order to accomplish the following objectives:

1. Establish a new section 17.38.350 to create a mechanism to grant a reduction in the number of parking spaces required for any land use by up to twenty percent;

2. Amend section 17.38.800 to raise the threshold for requiring a loading space from 10,000 square feet of building area to 15,000 square feet of building area; and
3. Amend the formula in section 17.38.1000 for calculating required parking for “retail sales and services” land uses from one parking space per every 200 square feet to one parking space per every 250 square feet.

(NOTE: The proposed amendments also include a minor text change to PMC Section 17.38.200, inserting a reference to the proposed new section 17.38.350.)

Attached with this council agenda summary for your consideration and recommended adoption for purposes of introduction is a copy of an ordinance document prepared by town staff that reflects the contents of the recommended PMC text amendments contained within Planning Commission Resolution No. 12-01. Text amendments in the ordinance are shown in “shaded” and “~~strike-out~~” print.

Lastly, for your convenience and background review, town staff has copied and attached other documents related to this agenda item.

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

Attachments

**ATTACHMENTS
FOR
COUNCIL AGENDA ITEM 5[c]**

1. Notice of Public Hearing to be held on July 10, 2012 before the Paradise Town Council, published in the Paradise Post.
2. Excerpt of draft minutes from the June 19, 2009 Planning Commission meeting.
3. Planning Commission Resolution No. 12-01, "A Resolution of the Paradise Planning Commission Recommending Town Council Adoption of Text Amendments to Paradise Municipal Code Chapter 17.38 Related to Off-Street Parking Regulations".
4. Ordinance No. _____, "An Ordinance Amending Text Regulations Within Paradise Municipal Code Chapter 17.38 Related to Off-Street Parking Regulations".
5. Regional samples of off-street parking requirements for retail land uses.

**TOWN OF PARADISE
NOTICE OF PUBLIC HEARING - PARADISE TOWN COUNCIL**

NOTICE IS HEREBY GIVEN by the Town Council that a public hearing will be held on **Tuesday, July 10, 2012** at 6:00 p.m., or as soon thereafter as possible, in the Town Hall Council Chambers, 5555 Skyway, Paradise, California, regarding the following matter:

a. Item determined to be exempt from environmental review

PARADISE MUNICIPAL CODE: Consideration of a Planning Commission recommendation for Town Council adoption of text amendments to the Town's zoning regulations contained in Paradise Municipal Code Title 17 (Zoning). If adopted, the amendments would affect municipal code sections related to off-street parking regulations and would result in a change in the formula for calculating the amount of off-street parking required for retail services, an adjustment in the threshold for a loading space requirement and the establishment of a formal process by which a reduction in off-street parking requirements could be granted under certain specific circumstances.

The project file is available for public inspection at the Community Development Department, Town Hall. If you challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Town Clerk at, or prior to, the public hearing. For further information please contact the Development Services Department (planning division), 5555 Skyway, Paradise, CA (530) 872-6291, extension 111.

Joanna Gutierrez, Town Clerk

DRAFT EXCERPT OF JUNE 19, 2012 PLANNING COMMISSION MINUTES

5c. Item to be determined exempt from environmental review:

Consider Adoption of a Resolution Recommending Town Council Adoption of Paradise Municipal Code Zoning Regulations Text Amendments Related to Off-Street Parking Regulations

Mr. Baker presented a staff initiated proposal to amend the Town's parking regulations that will enhance the Town's ability to assist in commercial/retail land uses and promote economic development.

Mr. Baker stated that if the amendments were ultimately adopted by Town Council they would establish a new section in the parking regulations that (1 would create a safety valve to allow new or existing land uses a reduction in parking requirements through the administrative permit process, no public hearing would be required, upon the town making certain findings that the reduction is necessary; (2 raise the threshold for requiring a loading space from 10,000 square feet of building area to 15,000 square feet of building area; and, (3 lower the parking requirement by 20% for "retail sales and services" land uses from one parking space per every 200 square feet to one parking space per every 250 square feet.

Mr. Baker explained that the benefits of the amendments would be reduced costs for businesses to become established, increase inventory of properties available to be developed for retail land uses, opportunities for more floor space, increased conformity for existing retail land uses and environmental benefits that could include decrease in storm water run-off, decrease in water pollution, tree retention, preservation of landscaped areas, and promote General Plan policies especially for economic development.

Mr. Baker Further indicated that Town staff has discussed the proposed amendments with the Town Attorney and determined that the proposed text amendments are minor in nature and there is no possibility that adoption and implementation of the amendments would result in a direct and significantly adverse effect upon the environment. Therefore, the proposed amendments can be found to be exempt from the requirement of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15332.

Chair Grossberger opened the public hearing at 7:03 p.m.

1. Lauren Gill, Assistant Town Manager, thanked staff for doing a good job, stated that this is a timely issue, would provide a benefit to local businesses and supported the proposed changes.

Mr. Baker stated that the Town Engineer would still have discretion to increase the number of required parking spaces if needed.

Chair Grossberger closed the public hearing at 7:06 p.m.

Commissioners agreed that this is something that was previously discussed and will help improve economic development.

It was moved by Commissioner Jones, seconded by Commissioner Bolin to approve Planning Commission Resolution No. 12-01, a Resolution of the Paradise Planning Commission recommending Town Council Adoption of Text Amendments to Chapter 17.38 of the Paradise Municipal Code Relative to Off-Street Parking Regulations.

VOTE: AYES: Commissioners Bolin, Jones and Chair Grossberger.

NOES: None. ABSTAIN: None. ABSENT: Zuccolillo and Woodhouse.

MOTION CARRIES.

**TOWN OF PARADISE
PLANNING COMMISSION
RESOLUTION NO. 12-01**

**A RESOLUTION OF THE PARADISE PLANNING COMMISSION RECOMMENDING
TOWN COUNCIL ADOPTION OF TEXT AMENDMENTS TO CHAPTER 17.38 OF THE
PARADISE MUNICIPAL CODE RELATIVE TO OFF-STREET PARKING REGULATIONS**

WHEREAS, the Town of Paradise is legally required to direct and regulate land development and land uses via zoning regulations and other means that are consistent with its current Paradise General Plan as well as current state planning and zoning law; and

WHEREAS, the Town planning staff recommends that text regulations within Chapter 17.38 of the Paradise Municipal Code (PMC) warrant amendment in order to 1) attract and promote the establishment of new retail sales and service land uses within commercial districts within the Town, 2) provide existing commercial land uses that do not meet current PMC parking requirements with an opportunity to achieve an increased level of conformity with these requirements, 3) promote the retention of existing trees and landscaping that may otherwise be lost to the unnecessary establishment of paved areas and 4) further implement policies contained within the 1994 Paradise General Plan; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on June 19, 2012 to study and consider recommending Town Council adoption of text amendments to PMC Chapter 17.38 as proposed by Town staff; and

WHEREAS, the public review also included review and determination of whether or not the proposed PMC text amendments is an activity that is subject to the provisions of the California Environmental Quality Act (CEQA); and

WHEREAS, the Planning Commission has considered the recommendation of the Town staff, etc., as well as input received during the public hearing; and on the basis of the foregoing, has determined that the text amendments to PMC Chapter 17.38 are warranted at this time in order to 1) attract and promote the establishment of new retail sales and service land uses within commercial districts within the Town, 2) provide existing commercial land uses that do not meet current PMC parking requirements with an opportunity to achieve an increased level of conformity with these requirements, 3) promote the retention of existing trees and landscaping that may otherwise be lost to the unnecessary establishment of paved areas and 4) further implement policies contained within the 1994 Paradise General Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF PARADISE as follows:

The Planning Commission hereby recommends to the Town Council of the Town of Paradise, adoption of the proposed text amendments to PMC Chapter 17.38 as set forth in **RESOLUTION NO. 12-01**

"Exhibit A" attached hereto and made a part of by reference; and recommends to the Town Council that the proposed Paradise Municipal Code text amendments are not subject to the requirements of the California Environmental Quality Act (CEQA) in accordance with the general rule categorical exemption provisions of CEQA Guidelines section 15061.


PASSED AND ADOPTED by the Planning Commission of the Town of Paradise this 19th day of June, 2012 by the Following Vote:

AYES: Commissioners Bolin, Jones and Chair Grossberger

NOES: None

ABSENT: Commissioners Woodhouse and Zuccolillo

ABSTAIN: None



April Grossberger, Chair

ATTEST:



Dina Volenski, Assistant Town Clerk

2
EXHIBIT "A"

SECTION 1. Section 17.38.200 (B) of the Paradise Municipal Code shall be amended as follows:

- B. Facilities being used for off-street parking on the effective date of this ordinance codified in this title shall not be reduced in capacity to less than the number of parking spaces required, or altered in design or function to less than the minimum standards prescribed by this title, except as provided by Section 17.38.350 of this chapter.

SECTION 2. A new section 17.38.350 shall be added to the Paradise Municipal Code to read as follows:

17.38.350 Exceptions.

- A. The parking requirements set forth in Section 17.38.1000 of this chapter may be reduced by up to twenty percent by the Planning Director, or by the Planning Commission or the Town Council upon appeal, via the granting of an administrative permit processed in accordance with Section 17.45.240 of this Title. An administrative permit authorizing a reduction in required off-street parking spaces shall be granted only when all of the following findings are determined, based on substantial evidence:
 - 1. The specific characteristics of the land use for which the reduction is requested (e.g., hours of operation, mixed use projects, site characteristics, number of employees, characteristics of surrounding land uses, proximity to regional transit lines or public parking, etc.) do not necessitate the number of parking spaces that would otherwise be required by this chapter;
 - 2. Information provided by the applicant for a reduction in required parking documents the need for fewer parking spaces (e.g., market studies, sales receipts, documentation of customer volume and frequency, parking standards for the proposed land use required by other jurisdictions, etc.); and
 - 3. The reduced parking standards will be adequate to accommodate all parking demands generated by the proposed land use and will not be detrimental to the public's health, safety and general welfare.

SECTION 3. Sections 17.38.800 (B) (1) and 17.38.800 (B) (2) of the Paradise Municipal Code shall be amended to read as follows:

1. Buildings ~~ten~~ fifteen thousand (~~10,000~~ 15,000) square feet or greater of gross floor area (including building conversions): one off-street loading space, plus one additional space for each additional thirty thousand (30,000) square feet of gross floor area.
2. Buildings less than ~~ten~~ fifteen thousand (~~10,000~~ 15,000) square feet or greater of gross floor area shall not be required to install an off-street loading space.

SECTION 4. The portion of Section 17.38.1000 of the Paradise Municipal Code establishing off-street parking requirements for "Retail sales, retail service" shall be amended as follows:

<u>Use</u>	<u>Minimum Requirements</u>
Retail sales, retail service	1 per 200 <u>250</u> square feet

TOWN OF PARADISE

ORDINANCE NO. ____

**AN ORDINANCE AMENDING TEXT REGULATIONS WITHIN PARADISE MUNICIPAL CODE
CHAPTER 17.38 RELATING TO OFF-STREET PARKING REGULATIONS**

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

SECTION 1. Section 17.38.200 (B) of the Paradise Municipal Code shall be amended as follows:

- B. Facilities being used for off-street parking on the effective date of this ordinance codified in this title shall not be reduced in capacity to less than the number of parking spaces required, or altered in design or function to less than the minimum standards prescribed by this title, except as provided by Section 17.38.350 of this chapter.

SECTION 2. A new section 17.38.350 shall be added to the Paradise Municipal Code to read as follows:

17.38.350 Exceptions.

- A. The parking requirements set forth in Section 17.38.1000 of this chapter may be reduced by up to twenty percent by the Planning Director, or by the Planning Commission or the Town Council upon appeal, via the granting of an administrative permit processed in accordance with Section 17.45.240 of this Title. An administrative permit authorizing a reduction in required off-street parking spaces shall be granted only when all of the following findings are determined, based on substantial evidence:
1. The specific characteristics of the land use for which the reduction is requested (e.g., hours of operation, mixed use projects, site characteristics, number of employees, characteristics of surrounding land uses, proximity to regional transit lines or public parking, etc.) do not necessitate the number of parking spaces that would otherwise be required by this chapter;
 2. Information provided by the applicant for a reduction in required parking documents the need for fewer parking spaces (e.g., market studies, sales receipts, documentation of customer volume and frequency, parking standards for the proposed land use required by other jurisdictions, etc.); and

3. The reduced parking standards will be adequate to accommodate all parking demands generated by the proposed land use and will not be detrimental to the public’s health, safety and general welfare.

SECTION 3. Section 17.38.800 of the Paradise Municipal Code shall be amended to read as follows:

A. Each off-street loading space required by this title shall be of sufficient size to park commercial vehicles loading and unloading merchandise and materials on the property on which a space is located, together with such additional area which the town engineer determines is necessary to safely maneuver a vehicle between the loading space and any public right-of-way or any road, street or alley adjoining the property.

B. Private off-street loading space for the handling of goods, materials and equipment shall be provided as follows:

1. Buildings ~~ten~~ **fifteen** thousand (~~10,000~~ **15,000**) square feet or greater of gross floor area (including building conversions): one off-street loading space, plus one additional space for each additional thirty thousand (30,000) square feet of gross floor area.

2. Buildings less than ~~ten~~ **fifteen** thousand (~~10,000~~ **15,000**) square feet or greater of gross floor area shall not be required to install an off-street loading space.

SECTION 4. The portion of Section 17.38.1000 of the Paradise Municipal Code establishing off-street parking requirements for “Retail sales, retail service” shall be amended as follows:

<u>Use</u>	<u>Minimum Requirements</u>
Retail sales, retail service	1 per 200 250 square feet

SECTION 25. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

ORDINANCE NO. _____

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PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this _____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steve Culleton, Mayor

ATTEST:

JOANNA GUTIERREZ, Town Clerk

APPROVED AS TO FORM:

DWIGHT L. MOORE, Town Attorney

**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: July 10, 2012**

ORIGINATED BY: Gabriela F. Tazzari, Chief of Police

AGENDA ITEM: 7a

REVIEWED BY: Charles Rough, Jr., Town Manager

SUBJECT: RECOMMEND ADOPTION OF RESOLUTION NO. 12-__ AUTHORIZING SOLICITATION AND ACCEPTANCE OF GRANT FUNDING ADMINISTERED BY THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL, AND AUTHORIZING THE MAYOR AND THE CHIEF OF POLICE TO EXECUTE THE GRANT ON BEHALF OF TOWN COUNCIL

COUNCIL ACTION REQUESTED:

- (1) Consider adopting a resolution authorizing solicitation and acceptance of grant funding estimated at \$35,000.00 administered by the Department of Alcoholic Beverage Control, and authorizing the Mayor and the Chief of Police to execute the grant.

BACKGROUND:

The Department of Alcoholic Beverage Control is in the process of awarding \$35,000.00 to the Town of Paradise, Police Department. This is a non-matching grant awarded to local governments that have an identifiable alcohol-related problem in their jurisdiction. This is a one year grant that applies to FY 12/13.

Funding from the ABC Grant Assistance Program will allow the Paradise Police Department to increase enforcement of laws related to alcohol and alcohol related crimes. The funding will allow the Department to focus on reported target areas for alcohol and narcotics activities throughout the year, primarily the local off-sale and on-sale establishments. The Department will utilize an investigator to coordinate a series of operations. The funding allows for a combination of straight time and overtime, which includes additional personnel needed for special operations.

Considering the impact of the Town of Paradise budget in terms of reduced police officer staffing, and continued high calls for service demands connected to alcohol related problems, the Council is asked to accept the funds outlined above.

A copy of the grant application is included with this report.

FINANCIAL IMPACT: This offsets General Fund salary and benefit costs of roughly \$32,000 and covers a supplemental budget appropriation and expenditure of \$3,000 from the Alcoholic Beverage Control Fund.

AGREEMENT NUMBER 12G-LA33
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
CONTRACTOR'S NAME City of Paradise through the Paradise Police Department
- The term of this Agreement is: July 1, 2012 through June 30, 2013
- The maximum amount of this Agreement is: \$ 35,000
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Paradise through the Paradise Police Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/13/12	
PRINTED NAME AND TITLE OF PERSON SIGNING Gabriela Tozzari, Chief		
ADDRESS 5595 Black Olive Drive Paradise, CA 95969		
STATE OF CALIFORNIA		
AGENCY NAME Department of Alcoholic Beverage Control		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Ed Jimenez, Assistant Director, Administration		
ADDRESS 3927 Lennane Drive, Suite 100; Sacramento, CA 95834		
		<input checked="" type="checkbox"/> Exempt per: GC 14616

SCOPE OF WORK

PROJECT NARRATIVE

SUMMARY:

AGENCY DESCRIPTION:

The Paradise Police Department was established in 1980. Currently the Paradise Police Department consists of a chief of police, one operations lieutenant, one administration lieutenant, five sergeants, twelve fully sworn patrol officers, one full time school resource officer, two investigations officers (detectives), nine full time dispatchers, five part time dispatchers, two full time community service officers, two full time records technicians, one part time animal control officer, and well over a dozen volunteers. Due to current budget restraints one sergeant position, two sworn officer positions and one dispatcher position are currently frozen. The Paradise Police Department also has special assignments maintained by sergeants and officers, including K9, CSI, Field Training Officers, Firearms Instructors, Defensive Tactics Instructors, TASER Instructors, and Chemical Agents instructor.

Patrol Operations

Operations Lieutenant – Oversees all patrol personnel, internal affairs and volunteers

Patrol Sergeants – Four sergeants in charge of day to day patrol supervisory duties.

Patrol Officers – Twelve officers who respond to calls for service, and also provide proactive patrols for the community.

K-9 – Two full time K-9 patrol officers with “Lucy”, a Black Labrador drug detection dog and “Cash”, a German Sheppard cross trained protection and drug detection dog.

SWAT – Paradise Police Department has a Special Weapons and Tactics Team, however it is currently suspended due to personnel shortages and budget constraints.

Services Operations:

Services Lieutenant – Oversees dispatch, investigations, animal control, records personnel, and equipment services.

Investigations Sergeant – Maintains an active caseload and oversees two detectives, one community service officer, a school resource officer, and maintains an active traffic grant.

Investigations: Paradise Police Department Investigations Division consists of one sergeant and three investigators. One of the investigators is assigned to the Butte Inter-Agency Narcotics Task Force (BINTF) and works with other county law enforcement personnel in all jurisdictions throughout Butte County. There are currently two vacant positions due to personnel shortages and budget restrictions. One investigator is assigned as a full time School Resource Officer.

Crime Scene Investigation Team – Three sergeants, two officers and two community service officers are currently assigned to the department’s CSI Team.

Dispatch - Nine full time dispatchers and five part time dispatchers, including one dispatch supervisor. Paradise Police Dispatch also provides dispatch services to Paradise Fire Department and First Responder medical personnel (EMT’s).

Exhibit A

Records - Two full time records technicians in charge of indexing, routing and preserving police reports and all other department records.

Animal Control – One part time animal control officer in charge of enforcing all crimes related to animals and maintaining the Paradise Animal shelter.

Community Service Officers - Two community service officers assist with patrol day-to-day duties to include transports. One officer is assigned to local elementary schools and one officer is in charge of the evidence room.

Volunteers – We currently have 27 volunteers who assist patrol officers and dispatch in a variety of ways; including traffic control, crime scene management, residential checks for citizens on vacation, community events and neighborhood watch / reporting.

FUNDING REQUESTED: \$68,250

GOALS AND OBJECTIVES:

Paradise Police Department has enjoyed a long working relationship with ABC investigators to include former and current Investigators. On several occasions Paradise Police Department worked with ABC Investigators to conduct successful “Minor Decoy” and “Shoulder Tap” operations at local off-sale locations in the Paradise Community. During such operations and from working with ABC investigators, officers saw firsthand the enforcement benefits made possible by the Department of Alcoholic Beverage Control. Paradise Police department has continued to regularly forward police reports to ABC Investigators and regularly monitor the incidents and activities at our local on-sale establishments.

Paradise Police Department wishes to obtain funding to continue and increase the level of proactively used to address alcohol related crime in the community. The Paradise Police Department wishes to capitalize on proven successful operations such as “Minor Decoy” and “Shoulder Tap”, DUI and public saturation patrols; Narcotics investigations at off-sale and on-sale locations; LEAD (licensee Education on Alcohol and Drugs) and IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies). Additionally the Paradise Police Department would like to provide information about the benefits and successes of this grant (and the above operations) to the local media by means of interviews and / or press releases. It is our hope and desire that such information will help educate the public about the dangers of alcohol-related crime, as well as how to avoid such dangers.

PROBLEM STATEMENT:

2011 crime statistics indicate a 1.84% decrease in the number of DUI arrests and a staggering 25% decrease in narcotics sales arrest. Yet crime statistics indicate a 17.5% increase in DUI related collisions and a 9.89% increase in Hit and Run collisions. We also have had a 20.59% increase in arrests for narcotics possession. Paradise PD has struggled with budgetary issues over the past two years and currently operate with three frozen positions. A significant number of incidents occur within close proximity of establishments of on-sales alcohol.

There are a large number of calls for service at such establishments to include Kings’ Tavern” bar, “Optimo” bar, and “Canteena” bar. The “Optimo” bar recently had their license

Exhibit A

suspended and the owner is in the process of selling the license and we anticipate the "Optimo" to reopen and conduct business as usual. In one instance ABC conducted an operation and was able to purchase marijuana from a customer. The bartender held the marijuana for the customer. A large purchase was arranged and made at the "Optimo" and the bartender held the marijuana while the transaction was made. In another instance several Norteno gang members were arrested near the "Optimo" after a fight broke out. One of the subjects was found in possession of a handgun which had been brandished inside the bar. All of the gang members were under 21 years of age but had no difficulty gaining entry to the "Optimo".

One instance at "King's Tavern" an officer contacted a subject outside and was being arrested for violation of probation and being under the influence of a controlled substance. The bartender left the bar unattended and came outside, without any regard in leaving the bar unattended. Another instance of a disturbance at "King's Tavern" found the bartender was under the influence of a controlled substance and was found in possession of a controlled substance.

At one particular instance officers responded to the "Canteena" regarding a fight. Upon arrival there were numerous subjects outside the bar causing a disturbance. Several of the patrons were drinking alcohol from bottles and containers while outside. The officers on scene had to call for outside assistance to control the situation and two subjects were arrested and one taken to the hospital for injuries sustained in the fight. Before officers departed several subjects carried a male subject outside from the back door and dumped the subject on the ground. This subject was unresponsive and was subsequently transported to the hospital for severe alcohol intoxication.

Officers have increased patrols in these areas. However the Paradise Police Department believes additional resources are needed to combat the reported problems. The Paradise Police Department regularly receives complaints from business owners, hospital staff, neighborhood citizens and school officials regarding crimes of sexual assaults, violent assaults, narcotics activity, stolen property, vandalism, DUI, public intoxication, and minors in possession. Many of these complaints come from citizens who live, work, or visit locations near local liquor establishments.

With police staffing at lower numbers than when the department was founded in 1980, officers are struggling simply to keep up with reports called in by citizens. The Paradise Police Department recognizes the challenges in "holding the line" against such criminal activity with limited police personnel and funding. It is for this reason the Paradise Police Department hopes to receive funding for an additional assignment to the Investigations Division in an effort to reduce crime related to local alcohol establishments. The members of the Paradise Police Department believe through continued proactive response, further community awareness and education, and increased operations at and around local on-sale and off-sale locations; alcohol related crime and calls for service will be reduced.

PROJECT DESCRIPTION:

Funding from the ABC Grant Assistance Program will allow the Paradise Police Department to increase department proactively to enforce laws related to alcohol and alcohol related crime. The funding will allow the Paradise Police Department to focus on reported

Exhibit A

target areas for alcohol and narcotics activities throughout the year, primarily the local off-sale and on-sale establishments. The Paradise Police Department wishes to add an additional investigator to coordinate a series of monthly operations and yearlong enforcement and education of alcohol related crime. During the monthly operations, the investigator will work closely with the sergeant supervisor and one additional officer, who will assist in the enforcement of the following operations outlined below. These operations will vary from month to month and will minimally include the following strategies:

- Identify and target problematic ABC licensed establishments.
- Conduct monthly saturation patrols near the high target on-sale and off-sale locations.
- Conduct at least six (6) Minor Decoy operations.
- Conduct at least six (6) Shoulder tap operations.
- Coordinate and conduct at least six (6) IMPACT operations.
- Conduct monthly compliance checks of local on-sale and off-sale establishments.
- Utilize School resource Officers and Investigations personnel to discuss the dangers of alcohol abuse with local high school classes.
- Utilize new dispatch report routing system to document all incidents and reports sent to ABC.
- Provide monthly roll call training to police personnel to discuss current target areas of alcohol related crime.
- Utilize at least one training day to educate local law enforcement personnel on enforcement methods utilized in the ABC Grant Assistance Program.
- Coordinate with ABC training Unit to schedule a LEAD (licensee Education on Alcohol and Drugs) class.
- Provide at least twelve (12) press releases and / or interviews with local media to educate the public about the successes and reasons behind the above operations.
- Maintain statistics regarding alcohol related incidents and all of the above operations. Statistics would be provided to ABC on a monthly basis.

PROJECT PERSONNEL:

The Paradise Police department Investigations Division will be responsible for the implementation, supervision, and evaluation of the project. The project will be overseen by the Detective Sergeant and will be managed with the assistance of a police investigator, with additional assistance from patrol personnel and School Resource Officer as needed during operations. Continuous enforcement will be done throughout the year. The target operations will be conducted monthly during predetermined shifts designed to produce a high number of arrest and visibility for alcohol related violations, as determined by monthly crime statistics. Currently one School Resource Officer is assigned to Investigations Division and would be able to participate in ongoing operations. Current assigned Detective Sergeant and School Resource Officer have participated in past operations coordinated and conducted by the Department of Alcohol Beverage Control. All operations will be conducted with the assistance of a police sergeant / supervisor and a patrol officer assigned, with additional invitations to ABC investigators who are able to attend.

BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
A. Personnel Services (straight time salaries, overtime, and benefits)	
A.1 Straight Time One police investigations officer @ 28.61 hr. X 520 hrs annually	\$14,878
A.2 Overtime Two police officers @ 43.58 hr. X 145 hours annually (X 2)	\$12,640
A.3 Benefits Police Investigator \$14,878 annually x 30%	\$ 4464
TOTAL PERSONNEL SERVICES	\$31,982
B. Operating Expenses (maximum \$2,500)	
Decoy operations, shoulder-tap operations, and narcotics investigations "buy money."	\$ 500
TOTAL OPERATING EXPENSES	\$ 500
C. Equipment (maximum \$2,500) (Attach receipts for all equipment purchases to monthly billing invoice)	
Canon EOS Digital Camera for in field photographs.	\$ 500
TOTAL EQUIPMENT	\$ 500
D. Travel Expenses/Registration Fees (maximum \$2,000) (Registration fee for July 2012 GAP Conference attendees is \$200 each)	
Travel, per diem, and lodging for 2012 GAP conference X 2	\$ 2,000
TOTAL TRAVEL EXPENSES	\$ 2,000
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$34,982

PAYMENT PROVISION

Exhibit B

Page 1 of 2

1. INVOICING AND PAYMENT: Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a monthly basis in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act Statutes of 2012.
2. Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Scope of Work and/or Budget Detail supersede and replace the previous documents bearing those names. No revision cannot exceed allotted amount as shown on Budget Detail. The total amount of the contract must remain unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Detail" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

PAYMENT PROVISION

Page 2 of 2

Exhibit B

7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.
10. BUDGET CONTINGENCY CLAUSE - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Updated 12/2/11

Special Terms and Conditions

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2012, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 307, Standard Contractor Certification Clauses. This document may be viewed at www.ols.dgs.ca.gov/standard+language.
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.

TOWN OF PARADISE

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SOLICITATION AND ACCEPTANCE OF GRANT FUNDING ADMINISTERED BY THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL, AND AUTHORIZING THE MAYOR AND THE CHIEF OF POLICE TO EXECUTE THE GRANT.

WHEREAS, THE Town of Paradise desires to undertake a certain project designated as Alcohol Beverage Compliance to be funded in part from funds made available through the Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

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

Section 1. The Mayor and the Chief of Police of the Town of Paradise are authorized to execute the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

Section 2. IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the Town of Paradise. The State of California and ABC disclaim responsibility for any such liability.

Section 3. That grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Section 4. IT IS ALSO AGREED that this award is not subject to local hiring freezes.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this ___th day of _____, 20___, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
(Steve "Woody" Culleton), Mayor

ATTEST:

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: July 10, 2012**

Agenda Item: 8a

Originated by: Joanna Gutierrez, Town Clerk

Reviewed by: Gina Will, Finance Director
Dwight Moore, Town Attorney
Charles L. Rough, Jr., Town Manager
Lauren Gill, Assistant Town Manager

Subject: Date Change for Regular Meeting Date for Town Council Regular Meetings from 1st Tuesday to 2nd Tuesday of each month

Council Action Requested: (1) Waive reading of entire Ordinance No. ____ and approve reading by title only; and, (2) Introduce Ordinance No. ____, An Ordinance Amending Section 2.08.010 of the Paradise Municipal Code Relating to Regular Meeting Date for the Paradise Town Council.

Alternatives: Consider alternative direction to staff.

Background: At the June 5, 2012 meeting, Council directed staff to bring back an agenda item that would allow the Town Council to discuss and consider action to change the regular meeting date for Town Council Meetings from the 1st Tuesday to the 2nd Tuesday of the month.

Discussion: In order that a meeting date change may take place, Council must introduce and adopt an ordinance directing amendment to the Paradise Municipal Code. If the proposed ordinance is introduced tonight, it will be scheduled for a second reading and adoption at the regular meeting scheduled for August 7, 2012. If adopted the ordinance will become effective on September 6, 2012, thirty days from the date of its adoption, and the meetings for the remainder of the fiscal year will be scheduled for 6:00 pm on the following dates:

October 9, 2012;
November 13, 2012; and,
December 11, 2012

The first meeting in 2013 will be scheduled for January 8th and for the 2nd Tuesday of each month thereafter.

Conclusion: If the Council chooses to change the date of the regular meeting, then it is necessary to follow the ordinance process to amend the Paradise Municipal Code.

Fiscal Impact Analysis: If adopted, the ordinance will be published one time as a legal notice. Cost will be approximately \$95 per page of text, \$6.50 per column inch.

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 2.08.010 OF THE PARADISE MUNICIPAL CODE RELATED TO PARADISE TOWN COUNCIL MEETINGS

THE TOWN COUNCIL OF THE TOWN OF PARADISE, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 2.08, Section 2.08.010 of the Paradise Municipal Code is amended to read in its entirety as follows:

Regular Meetings. The Town Council shall hold one regular meeting at 5555 Skyway, Paradise, California, on the ~~first~~-second Tuesday of every month beginning at six p.m. When the day for any regular meeting of the Council falls on a legal holiday, the meeting shall not be held on such holiday, but shall be held at the same hour and place on the next succeeding day thereafter which is not a holiday. Regular meetings shall be held and notice given according with Government Code Section 54954.

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this ____day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Steve "Woody" Culleton, Mayor

Attest:

Joanna Gutierrez, CMC, Town Clerk

Approved as to form:

DWIGHT L. MOORE, Town Attorney

2013

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