



Town of Paradise Town Council Meeting Agenda May 09, 2017

Date/Time: 2nd Tuesday of each month at 6:00 p.m.
Location: Town Hall Council Chamber, 5555 Skyway, Paradise, CA

Mayor, Scott Lotter
Vice Mayor, Jody Jones
Council Member, Greg Bolin
Council Member, Melissa Schuster
Council Member, Mike Zuccolillo

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

Meeting Procedures

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

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

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
- 1e. p5 Proclamation - Recognize May as Mental Health Awareness Month.
- 1f. Presentation - Report on Love Paradise Spring Clean Fling - Garrison Chaffee
- 1g. Presentation - Update on Paradise Sewer Project - Town Engineer Marc Mattox

2. CONSENT CALENDAR

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

- 2a. p6 Approve Minutes of the April 11, 2017 Regular Town Council Meeting.
- 2b. p12 Approve April 2017 Cash Disbursements in the amount of \$999,178.11.
- 2c. p20 Approve a Letter of Support for the appointment of Council Member Melissa Schuster to serve as the Butte County Representative to the Shasta Cascade Wonderland Association and Shasta Cascade Educational Foundation.
- 2d. p21 Authorize the Town Manager to enter into a two year extension for financial audit services with Mann Urrutia Nelson CPA's and Associate, LLP.
- 2e. p28 Approve Town Council Resolution No. 17-13, "A Resolution of the Town of Paradise Establishing Landmark Tree Status for a Large Black Oak Tree Growing on Residential Property Located at 5567 Vista Way, Paradise, California (ANDERSON)."
- 2f. p37 1. Concur with staff's recommendation of Coastland to perform construction engineering services for three scheduled construction projects; and, 2. Approve the attached Professional Services Agreement with Coastland and authorize the Town Manager and Town Mayor to execute; and, 3. Authorize the Town Manager to execute additional work orders up to 10% of the contract amount.
- 2g. p59 Adopt Resolution No. 17-14, A Resolution of the Town Council of the Town of Paradise authorizing agents to execute an application with the California Governor's Office of Emergency Services for obtaining certain Federal financial assistance.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

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

5. PUBLIC HEARINGS

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

Public Hearing Procedure:

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

5a. p62 Conduct the duly noticed and scheduled public hearing regarding the Planning Commission recommendation for the Town Council to consider amending portions of the Town's Zoning Ordinance Regulations (Paradise Municipal Code Chapter 17.31). If adopted, the proposed text amendments would expressly prohibit the outdoor cultivation and delivery of marijuana, would prohibit marijuana collectives, cooperatives and dispensaries in all Town of Paradise zoning districts and would reasonably regulate indoor cultivation of marijuana.

1. Waiving the first reading of entire Ordinance No. ____ and read by title only: and 2. Introducing Ordinance No. ____, an Ordinance of the Town of Paradise amending sections 17.31.100, 17.31.200, 17.31.300 and 17.31.500 of the Paradise Municipal Code regulating medical or nonmedical marijuana cultivation and delivery and prohibiting marijuana collectives and cooperatives.

6. COUNCIL CONSIDERATION

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

6a. p83 Consider authorizing the Town Manager to execute an agreement on behalf of the Town of Paradise with the Gold Nugget Museum to make improvements to the Memorial Trailway and rename the trail "Yellowstone Kelly Heritage Trail". (ROLL CALL VOTE)

6b. p96 1. Consider Awarding Contract No. 17-05, Measure C Bille Rd Overlay, to Knife River Construction of Chico, CA in the amount of their Bid of \$120,637.00.; and, 2. Authorizing the Town Manager to execute an agreement with Franklin Construction relating to Contract No. 15-01 and to approve contingency expenditures not exceeding 10%. 3. Approve Fiscal Year 2017/18 Measure C Budget Appropriation of \$132,701 for the project. (ROLL CALL VOTE)

6c. p107 Consider the reported progress on the 2017/18 budget and provide any necessary staff direction.

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

8. STAFF COMMUNICATION

- 8a. Town Manager Report
 - Community Development Director

9. CLOSED SESSION - None

10. 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 | |

WHEREAS, the citizens of The Town of Paradise are committed to promoting the mental health and well-being of all citizens;

WHEREAS, the mental health of our citizens is essential to the continued well-being and vitality of our families, businesses, and communities; and

WHEREAS, greater public awareness about mental illnesses can help change negative attitudes and reduce stigma toward people with mental illnesses; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, faith-based organization, health care provider, and citizen has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, I, Scott Lotter, Mayor of the Town of Paradise, hereby recognize May 2017 as Mental Health Awareness Month in the Town of Paradise and call upon our community to commit to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 9th day of May, 2017.

Scott Lotter, Mayor

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – April 11, 2017**

1. OPENING

The Regular Meeting of the Paradise Town Council was called to order by Mayor Lotter at 6:00 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Bolin.

COUNCIL MEMBER PRESENT: Greg Bolin, Jody Jones, Melissa Schuster, Michael Zuccolillo and Scott Lotter, Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Administrative Services Director/Town Treasurer Gina Will, Public Works Director/Town Engineer Marc Mattox, Administrative Analyst Colette Curtis, Business and Housing Services Director Kate Anderson, Division Chief, CAL FIRE/Paradise David Hawks, Battalion Chief Curtis Lawrie, Police Chief Gabriela Tazzari-Dineen, Community Development Director Craig Baker, Building/Onsite Sanitary Official/Fire Marshall Anthony Lindsey

- 1e. Mayor Lotter presented a Proclamation recognizing April as Sexual Assault Awareness Month, received by Cinda Trembath. (180-40-26)

Mayor Lotter recognized that it was National Telecommunicators Week and that Cassidy Honea, Dispatcher, was recognized as Town of Paradise Dispatcher of the Year.

2. CONSENT CALENDAR

Council Member Shuster asked that agenda item 2(c) be pulled from the agenda due to a conflict of interest.

MOTION by Bolin, seconded by Zuccolillo, approved consent calendar items 2a, 2b, 2d-2f. Roll call vote was unanimous.

- 2a. Approved Minutes of the March 14, 2017 and March 21, 2017 Regular and Adjourned Town Council Meetings.
- 2b. Approved March 2017 Cash Disbursements in the amount of \$1,512,171.27. (310-10-032)
- 2c. Item removed from consent calendar.

- 2d. Authorized the Town Manager to execute two written agreements relating to the proposed Safeway/Black Olive Village Development Project; 1. An agreement between the Town of Paradise and Safeway, Inc. to pay for the conduct of required environmental review associated with Safeway's development project applications; and, 2. An agreement between the Town of Paradise and environmental consultants Michael Baker International relating to the preparation of the project's environmental documents. (510-20-157, 510-20-158)
- 2e. Adopted Resolution No. 17-08, A Resolution of the Town Council of the Town of Paradise Authorizing Destruction of Certain Town Records Maintained in the Clerk Department Pursuant to Government Code Section 34090. The records listed in Exhibit B have been retained for the required number of years and are eligible for destruction. (160-20-16)
- 2f. Reviewed and filed the 2nd Quarter Investment Report for the Fiscal Year Ending June 30, 2017. (360-30-06)

3. ITEMS REMOVED FROM CONSENT CALENDAR

Council Member Schuster abstained from voting on Agenda Item 2(c).

- 2c. **MOTION by Bolin, seconded by Zuccolillo**, approved the proposed list of projects for funding from the Hydrant Fund: 1. Country Club Dr. from Stearns to Blue Danube Dr. 2. Country Club Dr. from Blue Danube to District Boundary 3. Crestview/Crestwood Dr. 4. Lower Skyway Replace 4" pipeline to 12" (Engineering Only) 5. Hydrant Maintenance Position Support (Town of Paradise) Annual Allocation. Ayes of Bolin, Jones, Zuccolillo and Mayor Lotter and Abstention of Schuster. (510-20-049)

4. PUBLIC COMMUNICATION

1. Ward Habriel informed Town Council about the Love Paradise event that will take place on Earth Day, April 22 including 300 volunteers to improve the look of the Town and also requested that business owners have flyers available to the public and provided flyers to the Council.

5. PUBLIC HEARINGS

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

Public Hearing Procedure:

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

- 5a. Mayor Lotter announced that the Town Council would conduct a public hearing to consider extending the solid waste, recyclable materials and yard waste collection processing and disposal services Franchise Agreement between the Town of Paradise and Northern Recycling and Waste Service (NRWS). After the close of the Public Hearing, consider Adopting Town Resolution No. 17-09, “A Resolution of the Town Council of the Town of Paradise Authorizing the Execution of an Amended and Restated Franchise Agreement with Northern Recycling and Waste Services for Refuse Collection, Recycling and Vegetative Waste Diversion Services for the Town of Paradise, Subject to the Approval of the Town Attorney” (The proposed franchise agreement would be extended to April 30, 2027 and would include an additional street sweeping program by NRWS which would include 1,300 annual sweeping miles for Town public roadways and 80 hours of on-call sweeping and/or drainage inlet vacuuming.) (535-10-001)

Public Works Director/Town Engineer Marc Mattox provided an overview of the proposed street sweeping program and the benefits that would be realized by the Town if the program is implemented. Mr. Mattox also provided answers to “Frequently Asked Questions” received from residents during the open ballot period.

The public hearing was opened at 6:35 p.m.

Doug Speicher from Northern Recycling and Waste Services answered questions from the Town Council regarding the agreement.

1. Bill Healy – asked if there was a map of areas being swept, inquired about how many private roads were going to be swept; asked how many miles of public and private roads were in the Town of Paradise and did not see the street sweeping being a benefit to him.
2. Patricia Monroe – asked if she needed to have all three cans out weekly to be collected and was concerned with the potholes on her private street that need to be repaired.
3. Cindi Pavelski – stated that all living expenses are increasing and is concerned with the poor conditions of the roads in Paradise and is against raising the garbage fees for street sweeping.
4. Marion Weer – stated that the presentation answered several of her questions; that she had incorrect information from the article in the newspaper and that she would like to see more information on the storage of trash cans so they are not so visible.
5. Ward Habriel – inquired about Arlan Hudson, who volunteered to sweep the streets, to see if the public was asked to volunteer; encouraged more individual recycling to reduce fees and thought public input would be useful in determining the number of times specific public streets are swept.

The public hearing was closed at 6:58 p.m.

The Mayor asked the Town Clerk how many protest ballots had been received. Town Clerk Volenski stated that the total number of ballots collected in the Clerk's Department as of 5:00 on Tuesday, April 11, 2017 was 748 and that four (4) had been submitted prior to the close of the public hearing for a total of 752 protest ballots received. 4822 protest ballots (50% +1) needed to be submitted for the proposed street sweeping program to be excluded from the agreement with NRWS.

MOTION by Schuster, seconded by Jones, Adopted Town of Paradise Resolution No. 17-09, "A Resolution of the Town Council of the Town of Paradise Authorizing the Execution of an Amended and Restated Franchise Agreement with Northern Recycling and Waste Services for Refuse Collection, Recycling and Vegetative Waste Diversion Services for the Town of Paradise, Subject to the Approval of the Town Attorney" (The proposed franchise agreement would be extended to April 30, 2027 and would include an additional street sweeping program by NRWS which would include 1,300 annual sweeping miles for Town public roadways and 80 hours of on-call sweeping and/or drainage inlet vacuuming.) Ayes of Bolin, Jones, Schuster and Mayor Lotter and Noes of Zuccolillo. The motion passed by a vote of four to one.

6. COUNCIL CONSIDERATION

6a. **MOTION by Zuccolillo, seconded by Jones,** adopted Resolution No. 17-10, A Resolution of the Town Council of the Town of Paradise approving the California Department of Forestry and Fire Protection (CAL FIRE) for services from July 1, 2017 through June 30, 2021, Agreement 2CA03518, for a maximum amount not to exceed \$15,731,124. Roll call vote was unanimous. (510-20-159)

Mayor Lotter took a recess at 7:26 p.m. and the meeting resumed at 7:34 p.m.

6b. **MOTION by Zuccolillo, seconded by Bolin,** adopted Resolution No. 17-11, A Resolution approving the plans and specifications for the Measure C Bille Rd Overlay 2017 and authorizing advertisement for bids on the project. Roll call vote was unanimous. (950-40-037)

6c. **MOTION by Jones, seconded by Bolin,** adopted Resolution No. 17-12, A Resolution approving the revised plans and specifications for the Pearson Rd Bike-Ped Improvements Phase II and authorizing advertisement for bids on the project. Roll call vote was unanimous. (950-40-25)

6d. **MOTION by Bolin, seconded by Jones** re-appointed one Planning Commissioner, Martin Nichols whose term will expire on June 30, 2017 for one 4-year term effective July 1, 2017 through June 30, 2021. (760-45-12)

- 6e. **MOTION by Schuster, seconded by Bolin**, 1. Reviewed the report presented related to the 2016/17 budget and approved the recommended budget adjustments; and, 2. Amended position control and budget appropriation for Animal Control Services; and 3. Approved the reported progress on the 2017/18 budget. Roll call vote was unanimous. (340-40-14)
- 6f. **MOTION BY Jones, seconded by Zuccolillo**, 1. Adopted the 2017-18 Subrecipient funding recommendations regarding grant funding for local organizations; and 2. Adopted the FINAL 2017-2018 Annual Plan as submitted; and 3. Authorized staff to submit the adopted 2017-2018 Annual Plan to the U.S. Department of Housing and Urban Development (HUD) when authorized by HUD to proceed. Roll call vote was unanimous. (710-10-090)

7. COUNCIL INITIATED ITEMS AND REPORTS

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

Council Member Zuccolillo attended the CDBG, Subrecipient funding committee.

Council Member Schuster attended the Shasta Cascade Wonderland, two Love Paradise meetings, toured the Fire Stations and attended a James Gallagher party.

Vice Mayor Jones thanked Mayor Lotter for attending BCAG & BCAQMD and will be making a presentation at Rotary regarding the Sewer Project.

Council Member Bolin attended a Business Registration meeting.

Mayor Lotter attended LAFCO, BCAG & BCAQMD

- 7c. Future Agenda Items

Council Member Schuster attended the Shasta Cascade Wonderland Tourism which is made up of eight counties and was the only individual from Butte County at the event; Debra Lucero, the current representative for Butte County is stepping down and Council Member Shuster would like to fill the position. Mayor Lotter requested that this item be placed on the next Town Council agenda for discussion/approval.

Council Member Zuccolillo inquired as to when the list of Town owned properties would be brought forward to the Town Council. Town Manager Gill stated that this was one of the Town Council's goals, but that it will take time to compile the list.

8. STAFF COMMUNICATION

- 8a. Town Manager Report – None

- Community Development Director Baker provided an update on the following projects: Skyway/Black Olive Center, Starbucks, HomeTech Charter Use Permit, Elite Biomechanical Design; Corporate Remodels of Taco Bell, Best Western, Jack In The Box and Wells Fargo Bank; Final Maps for Valley Vista Subdivision (14 lots) and Risley Parcel Map (4 parcels); Subdivision map for Maran (tentative 6 lots); a map extension for Skyway Land Project and the Marijuana Ordinance is going to the Planning Commission in April.

Mayor Lotter requested information on the new transportation tax that just passed through the State Legislature. It was determined that the item will be presented to the Town Council after a thorough review by the Town Manager and Administrative Services Director.

9. CLOSED SESSION - None

10. ADJOURNMENT

Mayor Lotter adjourned the Council meeting at 8:33 p.m.

Date Approved:

By:

Scott Lotter, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
APRIL 1, 2017 - APRIL 30, 2017

April 1, 2017 - April 30, 2017

| Check Date | Pay Period End | DESCRIPTION | AMOUNT |
|--------------------------------|-----------------------|--|---------------------|
| 04/07/17 | 04/02/17 | Net Payroll - Direct Deposits & Checks | \$108,640.87 |
| 04/21/17 | 04/16/17 | Net Payroll - Direct Deposits & Checks | \$111,352.98 |
| TOTAL NET WAGES PAYROLL | | | \$219,993.85 |

Accounts Payable

| | |
|---|-----------------------------------|
| PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC. | \$249,919.99 |
| OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC. | \$529,264.27 |
| TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached) | <u>\$779,184.26</u> |
| GRAND TOTAL CASH DISBURSEMENTS | <u><u>\$999,178.11</u></u> |

APPROVED BY: _____
LAUREN GILL, TOWN MANAGER

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

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2017 - To Payment Date: 4/30/2017

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|------------------------------|------------|--------|--------------------|----------------------------|------------------|--|-----------------------|----------------------|------------|
| AP - US Bank TOP AP Checking | | | | | | | | | |
| <u>Check</u> | | | | | | | | | |
| 66730 | 04/03/2017 | Open | | | Accounts Payable | Aflac | \$189.92 | | |
| 66731 | 04/03/2017 | Open | | | Accounts Payable | BLOOD SOURCE | \$57.00 | | |
| 66732 | 04/03/2017 | Open | | | Accounts Payable | Met Life | \$8,500.29 | | |
| 66733 | 04/03/2017 | Open | | | Accounts Payable | OPERATING ENGINEERS | \$893.00 | | |
| 66734 | 04/03/2017 | Open | | | Accounts Payable | PARADISE POLICE OFFICERS ASSOCIATION | \$2,119.57 | | |
| 66735 | 04/03/2017 | Open | | | Accounts Payable | SUN LIFE INSURANCE | \$4,324.83 | | |
| 66736 | 04/03/2017 | Open | | | Accounts Payable | SUPERIOR VISION SVC NGLIC | \$662.05 | | |
| 66737 | 04/03/2017 | Open | | | Accounts Payable | TOP CONFIDENTIAL MID MGMT ASSOCIATION | \$100.00 | | |
| 66738 | 04/03/2017 | Open | | | Accounts Payable | BRUNO, SHERRY | \$213.63 | | |
| 66739 | 04/03/2017 | Open | | | Accounts Payable | BUZZARD, CHRIS | \$520.78 | | |
| 66740 | 04/03/2017 | Open | | | Accounts Payable | DELONG, SHELLEY | \$213.63 | | |
| 66741 | 04/03/2017 | Open | | | Accounts Payable | EVERBANK COMMERCIAL FINANCE, INC | \$906.47 | | |
| 66742 | 04/03/2017 | Open | | | Accounts Payable | GALLAGHER, CRAIG | \$458.71 | | |
| 66743 | 04/03/2017 | Open | | | Accounts Payable | HAUNSCHILD, MARK | \$291.55 | | |
| 66744 | 04/03/2017 | Open | | | Accounts Payable | HONEYWELL, JANICE, J. | \$955.41 | | |
| 66745 | 04/03/2017 | Open | | | Accounts Payable | JEFFORDS, ROBERT, D. | \$478.07 | | |
| 66746 | 04/03/2017 | Open | | | Accounts Payable | MOORE, DWIGHT, L. | \$14,076.00 | | |
| 66747 | 04/03/2017 | Open | | | Accounts Payable | SBA Monarch Towers III LLC | \$131.59 | | |
| 66748 | 04/05/2017 | Open | | | Accounts Payable | KNIFE RIVER CONSTRUCTION | \$36,518.00 | | |
| 66749 | 04/05/2017 | Open | | | Accounts Payable | NORTHGATE PETROLEUM CO | \$11,028.73 | | |
| 66750 | 04/05/2017 | Open | | | Accounts Payable | Paradise Bikes | \$3,512.09 | | |
| 66751 | 04/05/2017 | Open | | | Accounts Payable | VERIZON WIRELESS | \$341.51 | | |
| 66752 | 04/07/2017 | Open | | | Accounts Payable | ICMA 457 - VANTAGEPOINT | \$50.00 | | |
| 66753 | 04/07/2017 | Open | | | Accounts Payable | STATE DISBURSEMENT UNIT | \$194.76 | | |
| 66754 | 04/13/2017 | Open | | | Accounts Payable | A.J. OVERHEAD DOOR, INC. | \$437.47 | | |
| 66755 | 04/13/2017 | Open | | | Accounts Payable | ACCESS INFORMATION PROTECTED | \$35.90 | | |
| 66756 | 04/13/2017 | Open | | | Accounts Payable | AgendaPal Corporation | \$399.00 | | |
| 66757 | 04/13/2017 | Voided | Training Cancelled | 04/26/2017 | Accounts Payable | Akin, David | \$363.00 | | |
| 66758 | 04/13/2017 | Open | | | Accounts Payable | ALHAMBRA | \$21.69 | | |
| 66759 | 04/13/2017 | Open | | | Accounts Payable | ARAMARK UNIFORM SERV. INC. | \$61.99 | | |
| 66760 | 04/13/2017 | Open | | | Accounts Payable | Asbury Environmental Services | \$134.69 | | |
| 66761 | 04/13/2017 | Open | | | Accounts Payable | AT&T & CALNET3 - CIRCUIT LINES | \$108.65 | | |
| 66762 | 04/13/2017 | Open | | | Accounts Payable | AT&T & CALNET3 - CIRCUIT LINES | \$751.33 | | |
| 66763 | 04/13/2017 | Open | | | Accounts Payable | AT&T/CALNET3 - REPEATER LINES | \$295.64 | | |
| 66764 | 04/13/2017 | Open | | | Accounts Payable | AT&T/CALNET3 - COMMUNITY PARK | \$19.66 | | |
| 66765 | 04/13/2017 | Open | | | Accounts Payable | AT&T/CALNET3 - Summary | \$2,560.08 | | |
| 66766 | 04/13/2017 | Open | | | Accounts Payable | AT&T/CALNET3 - TH/FDPD FIBER LINES | \$1,110.62 | | |
| 66767 | 04/13/2017 | Open | | | Accounts Payable | BASIC LABORATORY | \$1,161.00 | | |
| 66768 | 04/13/2017 | Open | | | Accounts Payable | BATTERIES PLUS | \$92.13 | | |
| 66769 | 04/13/2017 | Open | | | Accounts Payable | Bennett Engineering Services Inc | \$8,098.42 | | |
| 66770 | 04/13/2017 | Open | | | Accounts Payable | Big O Tires | \$116.00 | | |
| 66771 | 04/13/2017 | Open | | | Accounts Payable | Biometrics4ALL, Inc | \$45.00 | | |

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2017 - To Payment Date: 4/30/2017

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|--|-----------------------|----------------------|------------|
| 66772 | 04/13/2017 | Open | | | Accounts Payable | BURTON'S FIRE, INC. | \$175.11 | | |
| 66773 | 04/13/2017 | Open | | | Accounts Payable | BUTTE CO AIR QUALITY MANAGEMENT DISTRICT | \$245.20 | | |
| 66774 | 04/13/2017 | Open | | | Accounts Payable | BUTTE CO RECORDER | \$86.00 | | |
| 66775 | 04/13/2017 | Open | | | Accounts Payable | BUTTE REGIONAL TRANSIT | \$169,197.75 | | |
| 66776 | 04/13/2017 | Open | | | Accounts Payable | CALIFORNIA BUILDING STANDARDS COMMISSION | \$123.00 | | |
| 66777 | 04/13/2017 | Open | | | Accounts Payable | CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION | \$150.00 | | |
| 66778 | 04/13/2017 | Open | | | Accounts Payable | CALIFORNIA STATE DEPARTMENT OF CONSERVATION | \$452.12 | | |
| 66779 | 04/13/2017 | Open | | | Accounts Payable | CARRIGAN, GERALD | \$1,105.00 | | |
| 66780 | 04/13/2017 | Open | | | Accounts Payable | CHICO IMMEDIATE CARE | \$630.00 | | |
| 66781 | 04/13/2017 | Open | | | Accounts Payable | CHUCK PATERSON TOYOTA | \$116.86 | | |
| 66782 | 04/13/2017 | Open | | | Accounts Payable | COMCAST CABLE | \$144.22 | | |
| 66783 | 04/13/2017 | Open | | | Accounts Payable | COMCAST CABLE | \$66.01 | | |
| 66784 | 04/13/2017 | Open | | | Accounts Payable | COMCAST CABLE | \$66.01 | | |
| 66785 | 04/13/2017 | Open | | | Accounts Payable | COMCAST CABLE | \$4.71 | | |
| 66786 | 04/13/2017 | Open | | | Accounts Payable | CRAIG DREBERTS AUTOMOTIVE | \$543.37 | | |
| 66787 | 04/13/2017 | Open | | | Accounts Payable | Cummins Pacific LLC | \$306.62 | | |
| 66788 | 04/13/2017 | Open | | | Accounts Payable | CURRIER, GREGORY | \$37.00 | | |
| 66789 | 04/13/2017 | Open | | | Accounts Payable | DAY WIRELESS SYSTEMS - MILWAUKIE, OR | \$442.81 | | |
| 66790 | 04/13/2017 | Open | | | Accounts Payable | DURHAM PENTZ TRUCK CENTER | \$2,503.11 | | |
| 66791 | 04/13/2017 | Open | | | Accounts Payable | Emblem Enterprises, Inc. | \$295.35 | | |
| 66792 | 04/13/2017 | Open | | | Accounts Payable | Entersect | \$84.95 | | |
| 66793 | 04/13/2017 | Open | | | Accounts Payable | FLATT, JUSTIN | \$40.00 | | |
| 66794 | 04/13/2017 | Open | | | Accounts Payable | GRIGG, JAMES | \$50.00 | | |
| 66795 | 04/13/2017 | Open | | | Accounts Payable | Hard, Keith | \$148.00 | | |
| 66796 | 04/13/2017 | Open | | | Accounts Payable | HireRight, Inc. | \$40.65 | | |
| 66797 | 04/13/2017 | Open | | | Accounts Payable | HUNTERS PEST CONTROL | \$55.00 | | |
| 66798 | 04/13/2017 | Open | | | Accounts Payable | I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP | \$7,052.13 | | |
| 66799 | 04/13/2017 | Open | | | Accounts Payable | INLAND BUSINESS MACHINES | \$444.22 | | |
| 66800 | 04/13/2017 | Open | | | Accounts Payable | Kevin Sharrah Designs | \$1,581.98 | | |
| 66801 | 04/13/2017 | Open | | | Accounts Payable | KNIFE RIVER CONSTRUCTION | \$957.81 | | |
| 66802 | 04/13/2017 | Open | | | Accounts Payable | KOEFRAK INDUSTRIES | \$250.00 | | |
| 66803 | 04/13/2017 | Open | | | Accounts Payable | LIFE ASSIST INC | \$1,282.21 | | |
| 66804 | 04/13/2017 | Open | | | Accounts Payable | LOCATE PLUS CORPORATION | \$65.65 | | |
| 66805 | 04/13/2017 | Open | | | Accounts Payable | MANN, URRUTIA, NELSON, CAS & ASSOC, LLP | \$500.00 | | |
| 66806 | 04/13/2017 | Open | | | Accounts Payable | Mark Thomas & Company Inc | \$10,521.16 | | |
| 66807 | 04/13/2017 | Open | | | Accounts Payable | MATHEWS READYMIX LLC | \$714.81 | | |
| 66808 | 04/13/2017 | Open | | | Accounts Payable | MATTHEW D THOMPSON CONSTRUCTION, Matthew, Thompson | \$708.00 | | |
| 66809 | 04/13/2017 | Open | | | Accounts Payable | Meyers Police Canine Training | \$600.00 | | |
| 66810 | 04/13/2017 | Open | | | Accounts Payable | NCCSIF TREASURER | \$75,248.00 | | |
| 66811 | 04/13/2017 | Open | | | Accounts Payable | North State Tire Co. Inc. | \$3,526.29 | | |

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2017 - To Payment Date: 4/30/2017

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|---|-----------------------|----------------------|------------|
| 66812 | 04/13/2017 | Open | | | Accounts Payable | O'REILLY AUTO PARTS | \$540.20 | | |
| 66813 | 04/13/2017 | Open | | | Accounts Payable | OFFICE DEPOT ACCT#36233169 | \$527.44 | | |
| 66814 | 04/13/2017 | Open | | | Accounts Payable | PACIFIC GAS & ELECTRIC | \$290.61 | | |
| 66815 | 04/13/2017 | Open | | | Accounts Payable | Paradise Animal Shelter Helpers (PASH) | \$67.00 | | |
| 66816 | 04/13/2017 | Open | | | Accounts Payable | Paradise Printing | \$26.94 | | |
| 66817 | 04/13/2017 | Open | | | Accounts Payable | PBM SUPPLY & MFG INC | \$447.00 | | |
| 66818 | 04/13/2017 | Open | | | Accounts Payable | PEERLESS BUILDING MAINT | \$560.00 | | |
| 66819 | 04/13/2017 | Open | | | Accounts Payable | RAINEY, CHRIS | \$70.00 | | |
| 66820 | 04/13/2017 | Open | | | Accounts Payable | RAMOS, DANIEL J. | \$102.00 | | |
| 66821 | 04/13/2017 | Open | | | Accounts Payable | RE CONSTRUCTION | \$1,585.00 | | |
| 66822 | 04/13/2017 | Open | | | Accounts Payable | Redline Installations Inc | \$765.67 | | |
| 66823 | 04/13/2017 | Open | | | Accounts Payable | Riebes Auto Parts | \$649.01 | | |
| 66824 | 04/13/2017 | Open | | | Accounts Payable | SAFEGUARD FIRE PROTECTION | \$152.50 | | |
| 66825 | 04/13/2017 | Open | | | Accounts Payable | SNAP-ON TOOLS | \$32.33 | | |
| 66826 | 04/13/2017 | Open | | | Accounts Payable | SUN RIDGE SYSTEMS, INC. | \$34,856.00 | | |
| 66827 | 04/13/2017 | Open | | | Accounts Payable | SUTTER BUTTES COMMUNICATIONS, INC. | \$411.00 | | |
| 66828 | 04/13/2017 | Open | | | Accounts Payable | TeleCheck Services, Inc. | \$35.00 | | |
| 66829 | 04/13/2017 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - ENG. DEPT. | \$661.05 | | |
| 66830 | 04/13/2017 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - FIRE DEPT. | \$81.00 | | |
| 66831 | 04/13/2017 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - POLICE DEPT. | \$12.05 | | |
| 66832 | 04/13/2017 | Open | | | Accounts Payable | Thompson, Michelle, L | \$17.40 | | |
| 66833 | 04/13/2017 | Open | | | Accounts Payable | Tri Flame Propane | \$52.13 | | |
| 66834 | 04/13/2017 | Open | | | Accounts Payable | Tri Square Construction, Inc | \$63.59 | | |
| 66835 | 04/13/2017 | Open | | | Accounts Payable | TURNBOW, DAVID LYNN | \$60.00 | | |
| 66836 | 04/13/2017 | Open | | | Accounts Payable | TURNBOW, DEBBIE | \$77.00 | | |
| 66837 | 04/13/2017 | Open | | | Accounts Payable | VERIZON WIRELESS | \$848.02 | | |
| 66838 | 04/13/2017 | Open | | | Accounts Payable | VERIZON WIRELESS | \$104.70 | | |
| 66839 | 04/13/2017 | Open | | | Accounts Payable | Walters, Perry | \$363.00 | | |
| 66840 | 04/13/2017 | Open | | | Accounts Payable | WITTMER AUTO CENTER | \$961.57 | | |
| 66841 | 04/13/2017 | Open | | | Accounts Payable | ZOLL MEDICAL CORP. | \$84.85 | | |
| 66842 | 04/21/2017 | Open | | | Accounts Payable | ICMA 457 - VANTAGEPOINT | \$50.00 | | |
| 66843 | 04/21/2017 | Open | | | Accounts Payable | STATE DISBURSEMENT UNIT | \$194.76 | | |
| 66844 | 04/27/2017 | Open | | | Accounts Payable | ACCESS INFORMATION PROTECTED | \$36.98 | | |
| 66845 | 04/27/2017 | Open | | | Accounts Payable | ACE RENTALS | \$53.38 | | |
| 66846 | 04/27/2017 | Open | | | Accounts Payable | AgendaPal Corporation | \$399.00 | | |
| 66847 | 04/27/2017 | Open | | | Accounts Payable | AIRGAS SAFETY, INC. | \$298.32 | | |
| 66848 | 04/27/2017 | Open | | | Accounts Payable | ALLIANT INSURANCE | \$214.00 | | |
| 66849 | 04/27/2017 | Open | | | Accounts Payable | ANDERSON, KATE | \$15.78 | | |
| 66850 | 04/27/2017 | Open | | | Accounts Payable | ARAMARK UNIFORM SERV. INC. | \$61.99 | | |
| 66851 | 04/27/2017 | Open | | | Accounts Payable | AT&T & CALNET3 - CIRCUIT LINES | \$1,038.94 | | |
| 66852 | 04/27/2017 | Open | | | Accounts Payable | AT&T MOBILITY | \$84.80 | | |
| 66853 | 04/27/2017 | Open | | | Accounts Payable | Bear Electric Solutions | \$1,425.00 | | |
| 66854 | 04/27/2017 | Open | | | Accounts Payable | Bennett Engineering Services Inc | \$32,824.98 | | |
| 66855 | 04/27/2017 | Open | | | Accounts Payable | Big O Tires | \$156.26 | | |

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2017 - To Payment Date: 4/30/2017

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|--|-----------------------|----------------------|------------|
| 66856 | 04/27/2017 | Open | | | Accounts Payable | BOYS AND GIRLS CLUB | \$1,048.28 | | |
| 66857 | 04/27/2017 | Open | | | Accounts Payable | BUTTE COLLEGE, PUBLIC SERVICE CENTER | \$3,936.00 | | |
| 66858 | 04/27/2017 | Open | | | Accounts Payable | Butte County Public Health Dept - Health Clinic | \$119.00 | | |
| 66859 | 04/27/2017 | Open | | | Accounts Payable | CALIFORNIA STATE DEPARTMENT OF JUSTICE | \$1,941.00 | | |
| 66860 | 04/27/2017 | Open | | | Accounts Payable | CATALYST WOMEN'S ADV. INC. | \$2,367.00 | | |
| 66861 | 04/27/2017 | Open | | | Accounts Payable | CHICO IMMEDIATE CARE | \$1,686.00 | | |
| 66862 | 04/27/2017 | Open | | | Accounts Payable | CLEANING CONNECTION, THE | \$330.00 | | |
| 66863 | 04/27/2017 | Open | | | Accounts Payable | CONTRA COSTA COUNTY SHERIFF'S OFFICE | \$231.00 | | |
| 66864 | 04/27/2017 | Open | | | Accounts Payable | CSU, CHICO RESEARCH FOUNDATION | \$14,955.68 | | |
| 66865 | 04/27/2017 | Open | | | Accounts Payable | DATCO SERVICES CORPORATION | \$189.00 | | |
| 66866 | 04/27/2017 | Open | | | Accounts Payable | DEPARTMENT OF FORESTRY & FIRE PROTECTION | \$85.00 | | |
| 66867 | 04/27/2017 | Open | | | Accounts Payable | DIVISION OF THE STATE ARCHITECT | \$5.40 | | |
| 66868 | 04/27/2017 | Open | | | Accounts Payable | ENLOE MEDICAL CENTER, INC. | \$488.00 | | |
| 66869 | 04/27/2017 | Open | | | Accounts Payable | EVERGREEN JANITORIAL SUPPLY, INC. | \$495.79 | | |
| 66870 | 04/27/2017 | Open | | | Accounts Payable | FEATHER RIVER HOSPITAL | \$352.00 | | |
| 66871 | 04/27/2017 | Open | | | Accounts Payable | Goodyear Tire & Rubber Company | \$1,665.41 | | |
| 66872 | 04/27/2017 | Open | | | Accounts Payable | GREAT AMERICA LEASING CORP. | \$129.31 | | |
| 66873 | 04/27/2017 | Open | | | Accounts Payable | Hartjen, Betty | \$75.00 | | |
| 66874 | 04/27/2017 | Open | | | Accounts Payable | HOLDREGE & KULL, CONSULTING ENGINEERS | \$3,000.00 | | |
| 66875 | 04/27/2017 | Open | | | Accounts Payable | Housing Authority of the County of Butte | \$459.00 | | |
| 66876 | 04/27/2017 | Open | | | Accounts Payable | INLAND BUSINESS MACHINES | \$498.53 | | |
| 66877 | 04/27/2017 | Open | | | Accounts Payable | Interstate Sign Products, Inc | \$375.00 | | |
| 66878 | 04/27/2017 | Open | | | Accounts Payable | J.E.I. | \$739.25 | | |
| 66879 | 04/27/2017 | Open | | | Accounts Payable | JAMES RIOTTO & ASSOCIATES | \$925.00 | | |
| 66880 | 04/27/2017 | Open | | | Accounts Payable | KOEFRAN INDUSTRIES | \$500.00 | | |
| 66881 | 04/27/2017 | Open | | | Accounts Payable | L.N. CURTIS & SONS | \$2,664.66 | | |
| 66882 | 04/27/2017 | Open | | | Accounts Payable | MCGEE, MEGHAN A. | \$122.00 | | |
| 66883 | 04/27/2017 | Open | | | Accounts Payable | Moskowitz, Danielle | \$122.00 | | |
| 66884 | 04/27/2017 | Open | | | Accounts Payable | NORMAC INC | \$398.20 | | |
| 66885 | 04/27/2017 | Open | | | Accounts Payable | NORTHGATE PETROLEUM CO | \$5,861.36 | | |
| 66886 | 04/27/2017 | Open | | | Accounts Payable | NORTHSTATE AGGREGATE, INC. | \$235.98 | | |
| 66887 | 04/27/2017 | Open | | | Accounts Payable | OFFICE DEPOT ACCT#36233169 | \$516.47 | | |
| 66888 | 04/27/2017 | Open | | | Accounts Payable | PACIFIC GAS & ELECTRIC | \$8,128.42 | | |
| 66889 | 04/27/2017 | Open | | | Accounts Payable | PARADISE IRRIGATION DIST | \$1,023.66 | | |
| 66890 | 04/27/2017 | Open | | | Accounts Payable | Riebes Auto Parts | \$136.06 | | |
| 66891 | 04/27/2017 | Open | | | Accounts Payable | SALVATION ARMY | \$1,200.00 | | |
| 66892 | 04/27/2017 | Open | | | Accounts Payable | SWRCB | \$14,966.00 | | |
| 66893 | 04/27/2017 | Open | | | Accounts Payable | The Lead Detective Agency, Jeff, Van Slooten | \$510.00 | | |
| 66894 | 04/27/2017 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - ENG DEPT. | \$28.20 | | |

CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2017 - To Payment Date: 4/30/2017

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|-------------------------------------|------------|--------|-------------|----------------------------|------------------|---|-----------------------|----------------------|------------|
| 66895 | 04/27/2017 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - FIRE DEPT. | \$354.89 | | |
| 66896 | 04/27/2017 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - MOTORPOOL | \$59.45 | | |
| 66897 | 04/27/2017 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - POLICE DEPT. | \$45.81 | | |
| 66898 | 04/27/2017 | Open | | | Accounts Payable | Tri Flame Propane | \$136.53 | | |
| 66899 | 04/27/2017 | Open | | | Accounts Payable | Trilogy Construction, Inc. | \$87.34 | | |
| 66900 | 04/27/2017 | Open | | | Accounts Payable | TUCKER PEST CONTROL INC | \$126.00 | | |
| 66901 | 04/27/2017 | Open | | | Accounts Payable | VALLEY TOXICOLOGY SERVICE | \$348.00 | | |
| 66902 | 04/27/2017 | Open | | | Accounts Payable | VERIZON WIRELESS | \$573.41 | | |
| 66903 | 04/27/2017 | Open | | | Accounts Payable | VERIZON WIRELESS | \$314.64 | | |
| 66904 | 04/27/2017 | Open | | | Accounts Payable | VERIZON WIRELESS | \$115.57 | | |
| 66905 | 04/27/2017 | Open | | | Accounts Payable | Vrooman, Gary | \$379.50 | | |
| 66906 | 04/27/2017 | Open | | | Accounts Payable | WELLS FARGO BANK NA | \$2,500.00 | | |
| 66907 | 04/27/2017 | Open | | | Accounts Payable | WIRTH, PHILLIP, K | \$33.38 | | |
| 66908 | 04/27/2017 | Open | | | Accounts Payable | WITTMEIER AUTO CENTER | \$218.20 | | |
| 66909 | 04/27/2017 | Open | | | Accounts Payable | YOUTH FOR CHANGE | \$3,903.22 | | |
| 66910 | 04/27/2017 | Open | | | Accounts Payable | Zajac, Jennifer | \$49.63 | | |
| Type Check Totals: | | | | | | | | | |
| EFT | | | | | | | | | |
| 572 | 04/03/2017 | Open | | | Accounts Payable | CALPERS | \$121,070.11 | | |
| 573 | 04/03/2017 | Open | | | Accounts Payable | FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS | \$600.00 | | |
| 574 | 04/07/2017 | Open | | | Accounts Payable | CALPERS - RETIREMENT | \$26,769.36 | | |
| 575 | 04/07/2017 | Open | | | Accounts Payable | EMPLOYMENT DEVELOPMENT DEPARTMENT | \$3,842.64 | | |
| 576 | 04/07/2017 | Open | | | Accounts Payable | ING LIFE INS & ANNUITY COMPANY | \$6,363.99 | | |
| 577 | 04/07/2017 | Open | | | Accounts Payable | INTERNAL REVENUE SERVICE | \$18,004.05 | | |
| 578 | 04/20/2017 | Open | | | Accounts Payable | STATE BOARD OF EQUALIZATION | \$140.00 | | |
| 579 | 04/21/2017 | Open | | | Accounts Payable | CALPERS - RETIREMENT | \$26,680.15 | | |
| 580 | 04/21/2017 | Open | | | Accounts Payable | EMPLOYMENT DEVELOPMENT DEPARTMENT | \$4,315.81 | | |
| 581 | 04/21/2017 | Open | | | Accounts Payable | ING LIFE INS & ANNUITY COMPANY | \$6,360.41 | | |
| 582 | 04/21/2017 | Open | | | Accounts Payable | INTERNAL REVENUE SERVICE | \$19,177.29 | | |
| Type EFT Totals: | | | | | | | | | |
| AP - US Bank TOP AP Checking Totals | | | | | | | | | |
| | | | | | | | 181 Transactions | \$546,223.45 | |
| | | | | | | | 11 Transactions | \$233,323.81 | |

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|------------|-------|--------------------|-------------------|
| | Open | 180 | \$545,860.45 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 1 | \$363.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 181 | \$546,223.45 | \$0.00 |

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|------------|-------|--------------------|-------------------|
| | Open | 11 | \$233,323.81 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Total | 11 | \$233,323.81 | \$0.00 |

CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2017 - To Payment Date: 4/30/2017

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|----------------------|------|--------|-------------|----------------------------|---------------|--------------|---------------------------|--------------------------|------------|
| | | | | All | Status | Count | Transaction Amount | Reconciled Amount | |
| | | | | | Open | 191 | \$779,184.26 | \$0.00 | |
| | | | | | Reconciled | 0 | \$0.00 | \$0.00 | |
| | | | | | Voided | 1 | \$363.00 | \$0.00 | |
| | | | | | Stopped | 0 | \$0.00 | \$0.00 | |
| | | | | | Total | 192 | \$779,547.26 | \$0.00 | |
| Grand Totals: | | | | | | | | | |
| | | | | Checks | Status | Count | Transaction Amount | Reconciled Amount | |
| | | | | | Open | 180 | \$545,860.45 | \$0.00 | |
| | | | | | Reconciled | 0 | \$0.00 | \$0.00 | |
| | | | | | Voided | 1 | \$363.00 | \$0.00 | |
| | | | | | Stopped | 0 | \$0.00 | \$0.00 | |
| | | | | | Total | 181 | \$546,223.45 | \$0.00 | |
| | | | | EFTs | Status | Count | Transaction Amount | Reconciled Amount | |
| | | | | | Open | 11 | \$233,323.81 | \$0.00 | |
| | | | | | Reconciled | 0 | \$0.00 | \$0.00 | |
| | | | | | Voided | 0 | \$0.00 | \$0.00 | |
| | | | | | Total | 11 | \$233,323.81 | \$0.00 | |
| | | | | All | Status | Count | Transaction Amount | Reconciled Amount | |
| | | | | | Open | 191 | \$779,184.26 | \$0.00 | |
| | | | | | Reconciled | 0 | \$0.00 | \$0.00 | |
| | | | | | Voided | 1 | \$363.00 | \$0.00 | |
| | | | | | Stopped | 0 | \$0.00 | \$0.00 | |
| | | | | | Total | 192 | \$779,547.26 | \$0.00 | |



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

May 9, 2017

Lisa May, Tourism Director
Shasta Cascade Wonderland Association
1699 Hwy 273
Anderson, CA 96007

Dear Lisa:

The Paradise Town Council endorses Melissa Schuster to represent Butte County as a Board of Director for both the Shasta Cascade Wonderland Association (SCWA) and Shasta Cascade Educational Foundation (SCEF).

We believe Ms. Schuster is well qualified to represent Butte County due to her many years of experience in promoting tourism in our region. In addition, she has fostered scores of positive relationships with tourism stakeholders throughout the region and beyond.

Sincerely,

Scott Lotter, Mayor

Jody Jones, Vice Mayor,

Greg Bolin, Councilmember

Michael Zuccolillo, Councilmember



**Town of Paradise
Council Agenda Summary
Date: May 9, 2017**

Agenda Item: 2 (d)

Originated by: Gina S. Will, Administrative Services Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: Mann Urrutia Nelson CPA's & Associates, LLP audit service extension

Council Action Requested:

Authorize the Town Manager to enter into a two year extension for financial audit services with Mann Urrutia Nelson CPA's and Associate, LLP, or

Alternatives:

Direct staff to issue a request for proposal for audit services and begin the process of seeking alternatives.

Background:

As a result of a comprehensive request for proposals for audit services in 2013/14, Mann Urrutia Nelson CPA's and Associate (MUN) earned the audit engagement for the Town of Paradise by their qualifications and cost proposal. This was extremely beneficial for the Town as the prior fourteen audits had been completed by the same audit firm.

Mann Urrutia Nelson CPA's in conducting the 2013/14, 2014/15 and 2015/16, audits have proven themselves to be professional and thorough. Any recommendations and comments are thoughtful and helpful, yet reasonable given the Town's staffing levels. Further, they are available to staff throughout the year for questions on appropriate accounting as new GASB provisions are released.

Discussion:

The current agreement engaged MUN for the most recent three audits with an option to extend for the two years ending June 30, 2017 and June 30, 2018. Staff approached MUN about the option to extend, and MUN has agreed to extend under the same terms as the previous audits.

Fiscal Analysis:

MUN will complete each of the next two audits for \$34,200. This is the same cost as the previous three audits. These costs will be included in the 2017/18 and 2018/19 budgets.

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN TOWN OF PARADISE AND
MANN URRUTIA NELSON CPA'S & ASSOCIATES, LLP**

1. Notwithstanding any other provision in the Engagement Letter between the town of Paradise (Town) and Mann Urrutia Nelson CPA's & Associates, LLP, (MUN) dated July 31, 2014 the parties agree to the following provisions of this Addendum:

A. Indemnification and Insurance

MUN 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 MUN's negligent performance or its negligence with respect to compliance with any of its obligations contained in the Engagement Letter or this Addendum, except for any such claim arising from the sole negligence or willful misconduct of the Town, its officers, agents, employees, or volunteers. NUM< at MUN's own cost and expense shall procure and maintain for the duration of the Addendum, the insurance coverage and policies as set forth in Exhibit "A" attached hereto.

B. No Conflicts

MUN is not a designated Town employee within the meaning of the Political Reform Act because MUN will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the Town or any Town official, other than normal agreement monitoring; and possesses no authority with respect to any Town decision beyond rendition of information, advice, recommendation, or counsel (FPPC Reg. 18700(a)(2).)

C. Time for Performance

MUN shall perform its audit services for Town based on the following dates for each year of the engagement:

| <u>Task</u> | <u>Completion</u> |
|---------------------------------------|-------------------|
| Audit planning and interim field work | August 31 |
| Year-end field work and audit wrap up | November 15 |
| Financial Statement draft to Town | December 1 |
| Final report to Town | December 15 |

D. Maintain Records

MUN shall maintain 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 three (3) years, or for any longer period required by law, from the date of final payment by Town to MUN.

MUN shall maintain all documents and records which demonstrate performance under the Engagement Letter and this Addendum for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of its services to Town.

Any records or document required to be maintained pursuant to this Addendum 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 or inspections at 5555 Skyway, Paradise, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at MUN's address.

Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of MUN'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 documents be maintained by Town Hall.

E. Duration and Costs

Town shall extend MUN's service for the years ending June 30 2017 and June 30, 2018. MUN shall perform and audit of all Town funds for the following years and costs:

Year ending June 30, 2017 MUN's charge shall not exceed \$34,200

Year ending June 30, 2018 MUN's charge shall not exceed \$34,200

F. Modifications

This Addendum and Engagement Letter constitute the entire agreement between the parties and shall only be modified by written agreement between the Town and MUN.

2. Any conflict between this Addendum and the Engagement Letter shall be controlled by this Addendum.

Town of Paradise

Mann Urrutia Nelson CPA's &
Associates, LLP

Lauren M. Gill, Town Manager

Dated: _____, 2017

Dated: _____, 2017

Approved as to Form:

Town Attorney Dwight L. Moore

EXHIBIT A

ADDENDUM TO ENGAGEMENT LETTER BETWEEN TOWN OF PARADISE AND MANN URRUTIA NELSON CPA'S & ASSOCIATES, LLP

1. Notwithstanding any other provision in the Engagement Letter between the Town of Paradise (Town) and Mann Urrutia Nelson CPA's & Associates, LLP, (MUN) dated July 31, 2014 the parties agree to the following provisions in this Addendum:

A. Indemnification and Insurance

MUN 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 MUN's negligent performance or its negligence with respect to compliance with any of its obligations contained in the Engagement Letter or this Addendum, except for any such claim arising from the sole negligence or willful misconduct of the Town, its officers, agents, employees, or volunteers. MUN, at MUN's own cost and expense, shall procure and maintain, for the duration of the Addendum, the insurance coverage and policies as set forth in Exhibit "A" attached hereto.

B. No Conflicts

MUN is not a designated Town employee within the meaning of the Political Reform Act because MUN will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the Town or any Town official, other than normal agreement monitoring; and possesses no authority with respect to any Town decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

C. Time for Performance

MUN shall perform its audit services for Town based on the following dates for each year of the engagement:

| <u>Task</u> | <u>Completion</u> |
|---|-------------------|
| • Audit planning and interim field work | August 31 |
| • Year-end field work and audit wrap up | November 15 |
| • Financial statement draft to Town | December 1 |
| • Final report to Town | December 15 |

D. Maintain Records

MUN shall maintain 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 three (3) years, or for any longer period required by law, from the date of final payment by Town to MUN.

MUN shall maintain all documents and records which demonstrate performance under the Engagement Letter and this Addendum for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of its services to Town.

Any records or documents required to be maintained pursuant to this Addendum 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 5555 Skyway, Paradise, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at MUN's address.

Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of MUN'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 documents be maintained by Town Hall.

E. Duration and Costs

MUN shall perform an audit of all Town funds for the following years and costs:

Year ending June 30, 2014 MUN's charge shall not exceed \$34,200

Year ending June 30, 2015 MUN's charge shall not exceed \$34,200

Year ending June 30, 2016 MUN's charge shall not exceed \$34,200

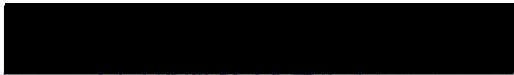
Town shall have the option of extending MUN's service for the years ending June 30, 2017 and June 30, 2018.

F. Modifications

This Addendum and Engagement Letter constitute the entire agreement between the parties and shall only be modified by written agreement between the Town and MUN.

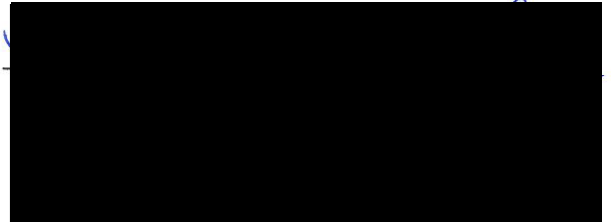
2. Any conflict between this Addendum and the Engagement Letter shall be controlled by this Addendum.

Town of Paradise

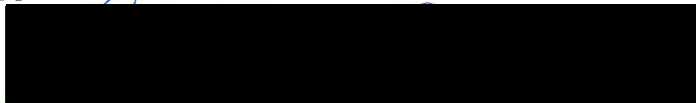


Lauren M. Gill, Town Manager

Mann Urrutia Nelson CPA's & Associates, LLP



Approved as to Form:



Town Attorney Dwight L. Moore



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Western Elite Insurance Solutions P.O. Box 2980 Rocklin, CA 95677 | CONTACT NAME: PHONE (A/C, No. Ext): (916) 259-6900 FAX (A/C, No.): (866) 206-8646 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A : Sentinel Insurance Company</td> <td colspan="2"></td> </tr> <tr> <td>INSURER B : Sequoia Insurance Company</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F :</td> <td colspan="2"></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : Sentinel Insurance Company | | | INSURER B : Sequoia Insurance Company | | | INSURER C : | | | INSURER D : | | | INSURER E : | | | INSURER F : | | |
|---|--|-------------------------------|--|--------|---|--|--|--|--|--|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|--|
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A : Sentinel Insurance Company | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B : Sequoia Insurance Company | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | | |
| INSURED Mann, Urrutia, Nelson & Assoc 2901 Douglas Blvd. Ste 290 Roseville, CA 95661 | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|--------------------------|------------|--------------------|-------------------------|-------------------------|---|-------------------------------------|---------------------|---|---------------------|------------------------------|------------------|--------------------------------|---------------------|-------------------|---------------------|------------------------|---------------------|----|------------------|----------------------------|--|--|--|--|----|------------------|-----------------------------|--|--|--|--|----|------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | 57SBAVA6122 | 11/01/2013 | 11/01/2014 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td> </td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ 2,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | MED EXP (Any one person) | \$ 10,000 | PERSONAL & ADV INJURY | \$ 2,000,000 | GENERAL AGGREGATE | \$ 4,000,000 | PRODUCTS - COMP/OP AGG | \$ 4,000,000 | | \$ | | | | | | | | | | | | | | |
| EACH OCCURRENCE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ 10,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 4,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ 4,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 57SBAVA6122 | 11/01/2013 | 11/01/2014 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td> </td><td style="text-align: right;">\$</td></tr> </table> | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | | \$ | | | | | | | | | | | | | | | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td> </td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ | AGGREGATE | \$ | | \$ | | | | | | | | | | | | | | | | | | | | | | |
| EACH OCCURRENCE | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | QWC1000031 | 11/01/2013 | 11/01/2014 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 10%;">PER STATUTE</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 10%;">OTHE-ER</td> <td style="width: 10%;"></td> <td style="width: 40%;"></td> <td style="width: 10%;"></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td></td><td></td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td></td><td></td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td></td><td></td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> </table> | <input checked="" type="checkbox"/> | PER STATUTE | <input type="checkbox"/> | OTHE-ER | | | | E.L. EACH ACCIDENT | | | | | \$ | 1,000,000 | E.L. DISEASE - EA EMPLOYEE | | | | | \$ | 1,000,000 | E.L. DISEASE - POLICY LIMIT | | | | | \$ | 1,000,000 |
| <input checked="" type="checkbox"/> | PER STATUTE | <input type="checkbox"/> | OTHE-ER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | | | | | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | | | | | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | | | | | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder will be named as an additional insured with respects to General Liability.

| | |
|--|--|
| CERTIFICATE HOLDER Town of Paradise 5555 Skyway Paradise, CA 95969 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|



TOWN OF PARADISE
Council Agenda Summary
Date: May 9, 2017

Agenda No. 2(e)

ORIGINATED BY: Craig Baker, Community Development Director

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Consideration of Landmark Tree Designation for a Black Oak Tree Located at 5567 Vista Way

COUNCIL ACTION REQUESTED: Adopt a MOTION TO:

1. Adopt Town Resolution No. 17-___, "A Resolution of the Town of Paradise Establishing Landmark Tree Status for a Large Black Oak Tree Growing on Residential Property Located at 5567 Vista Way, Paradise, California (ANDERSON)."

BACKGROUND:

On May 27, 2008, the Town Council adopted Town Ordinance No. 482 which amended portions of the Town's tree ordinance regulations (PMC Chapter 8.12) and established a procedure and criteria for Town Council designation of "Landmark Trees" in order to formally recognize and protect historically or naturally significant trees within the Town of Paradise. Applications for Landmark Tree status may be filed by the owner of the tree or trees or may be initiated by the Town Council.

An application for Landmark Tree status was recently filed by Mr. Dave Anderson for a very large black oak tree (*Quercus Kelloggii*) growing on his property located at 5567 Vista Way in Paradise. The tree is +/-60 inches in diameter at breast height (measured at 54 inches above grade) and appears to be in good health. The tree is approximately 90 feet tall and grows on level ground adjacent to the north-facing slope of Honey Run Creek.

Mr. Anderson's application was accompanied by a written evaluation of the tree provided by Tom Gomez, an arborist certified by the International Society of Arboriculture. Mr. Gomez reviewed the application in the context of the following required criteria contained within PMC section 8.12.112(b) for Landmark Tree designation:

1. The tree is an outstanding specimen of a desirable species;

2. The tree is one of the largest or oldest trees in Paradise;
3. The tree is of historical interest; or
4. The tree is of distinctive appearance.

Mr. Gomez concluded that the tree met the required criteria for Landmark Tree designation, and indicated that the tree was an outstanding specimen and appears to be one of the oldest and largest black oak trees in Paradise. The written analysis provided by Mr. Gomez is attached for your review. Also attached are photographs of the tree provided by Mr. Anderson.

DISCUSSION:

Mr. Anderson's property is the subject of a pending subdivision map (Valley Vista Subdivision) that includes, as part of the subdivision design, designation of the black oak tree as a Landmark Tree. Accordingly, proposed subdivision improvements and new lot lines will accommodate the location of the tree. The Landmark Tree designation was assigned by the Planning Commission as a condition of approval to be fulfilled prior to recordation of the subdivision map. The black oak tree will be located adjacent to a new private road proposed to be named Grand Oak Lane.

In the event that Mr. Anderson's tree is approved by the Town Council for designation as a Landmark Tree as recommended by Town staff and Mr. Gomez, it will be the second such designation since the Town's Landmark Tree regulations were established in 2008.

Pursuant to the Town's tree ordinance regulations, no tree that has been formally designated as a Landmark Tree may be felled, topped or substantially encroached upon unless a tree felling permit application is approved by either the Planning Director or Planning Commission. Such a tree felling permit may only be approved and issued if it is accompanied by written certification from a tree expert that the tree would otherwise prevent reasonable development of the site in accordance with development permits that have been submitted to the Town or that the tree, because of declining health or a hazardous condition that cannot be controlled or remedied, must be felled. In cases of an emergency or an immediate hazard to life or property, any landmark tree may be pruned or felled by order of the Town Manager or a majority of the Town Council.

Formally Designated Landmark Trees may be declassified as such upon submittal of an application to the Town Council. The Town Council may also initiate declassification proceedings. In either case, declassification of a Landmark Tree must be accompanied by a finding that the tree has deteriorated in health or appearance, no longer has habitat value or prevents reasonable use of the property on which it is located.

Attached with this Council agenda summary for your consideration and recommended adoption is a resolution document that has been prepared in a manner that is consistent with the evaluation provided by Mr. Gomez and the requirements of PMC section 8.12.112. If adopted as recommended, the attached resolution would then be recorded with the Butte County Clerk Recorder's office.

FINANCIAL IMPACT: Designation of a Landmark Tree will have no impact upon the Town's finances.

Attachments

**Attachments for Agenda Item No. 2
May 9, 2017**

1. Project site vicinity map
2. Written analysis submitted by Certified Arborist Tom Gomez, dated March 29, 2017
3. Photographs of the proposed Landmark Tree
4. Resolution No. 17-___, "A Resolution of the Town of Paradise Establishing Landmark Tree Status for a Large Black Oak Tree Growing on Residential Property Located at 5567Vista Way, Paradise, California (Anderson)"

TOWN OF PARADISE RESOLUTION NO. 17-___

A RESOLUTION OF THE TOWN OF PARADISE ESTABLISHING LANDMARK TREE STATUS FOR A LARGE BLACK OAK TREE GROWING ON RESIDENTIAL PROPERTY LOCATED AT 5567 VISTA WAY, PARADISE, CALIFORNIA (ANDERSON).

WHEREAS, the Town of Paradise has received and processed a Landmark Tree application in accordance with Paradise Municipal Code section 8.12.112; and

WHEREAS, the Landmark Tree application formally requested Landmark Tree designation for a black oak tree (*Quercus kelloggii*) growing on property located at 5567 Vista Way, Paradise, California and further identified as Assessor Parcel Number 051-210-014 and legally described in the attached Exhibit "A"; and

WHEREAS, the 1994 Paradise General Plan contains policy statements promoting the preservation and protection of existing, large trees in the community; and

WHEREAS, Tom Gomez, an arborist certified by the International Society of Arboriculture, has recommended in writing that the tree that is the subject of the Landmark Tree application be formally designated as such by the Town Council because the tree is an outstanding specimen of a desirable species, it is one of the largest or oldest trees in Paradise and it is of distinctive appearance; and

WHEREAS, as a result of Tom Gomez's analysis and findings, Town staff has determined that the tree that is the subject of the Landmark Tree application meets the required criteria for Landmark Tree designation contained within Paradise Municipal Code Section 8.12.112 (B)(1);

WHEREAS, by virtue of its designation as a Landmark Tree, the designated tree shall be afforded and be subject to all of the protections specified within Paradise Municipal Code Chapter 8.12 for Landmark Trees.

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

SECTION 1. Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the proposed Landmark Tree designation is exempt from environmental review because there is no possibility that its adoption will have a significant effect on the environment.

Resolution No. 17-____

- SECTION 2.** The Town Council of the Town of Paradise hereby designates a black oak tree (*Quercus kelloggii*) growing on property located at 5567 Vista Way and further identified as Assessor Parcel Number 051-210-014 and legally described in the attached Exhibit "A" as a Landmark Tree.
- SECTION 3.** The Town-designated Landmark Tree is approximately fifty-one (60) inches in diameter at breast height measured at 54 inches above grade (March, 2017) and is located approximately 218 lineal feet from the south property boundary and approximately 208 lineal feet from the north property boundary of the 9.4 acre site.
- SECTION 4.** Declassification, felling or alteration of the Landmark shall be conducted in accordance with the requirements of Paradise Municipal Code sections 8.12.115 and 8.12.117.
- SECTION 5.** This resolution is effective immediately upon its adoption.

PASSED AND ADOPTED by the Town of Paradise this 9th day of May, 2017 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

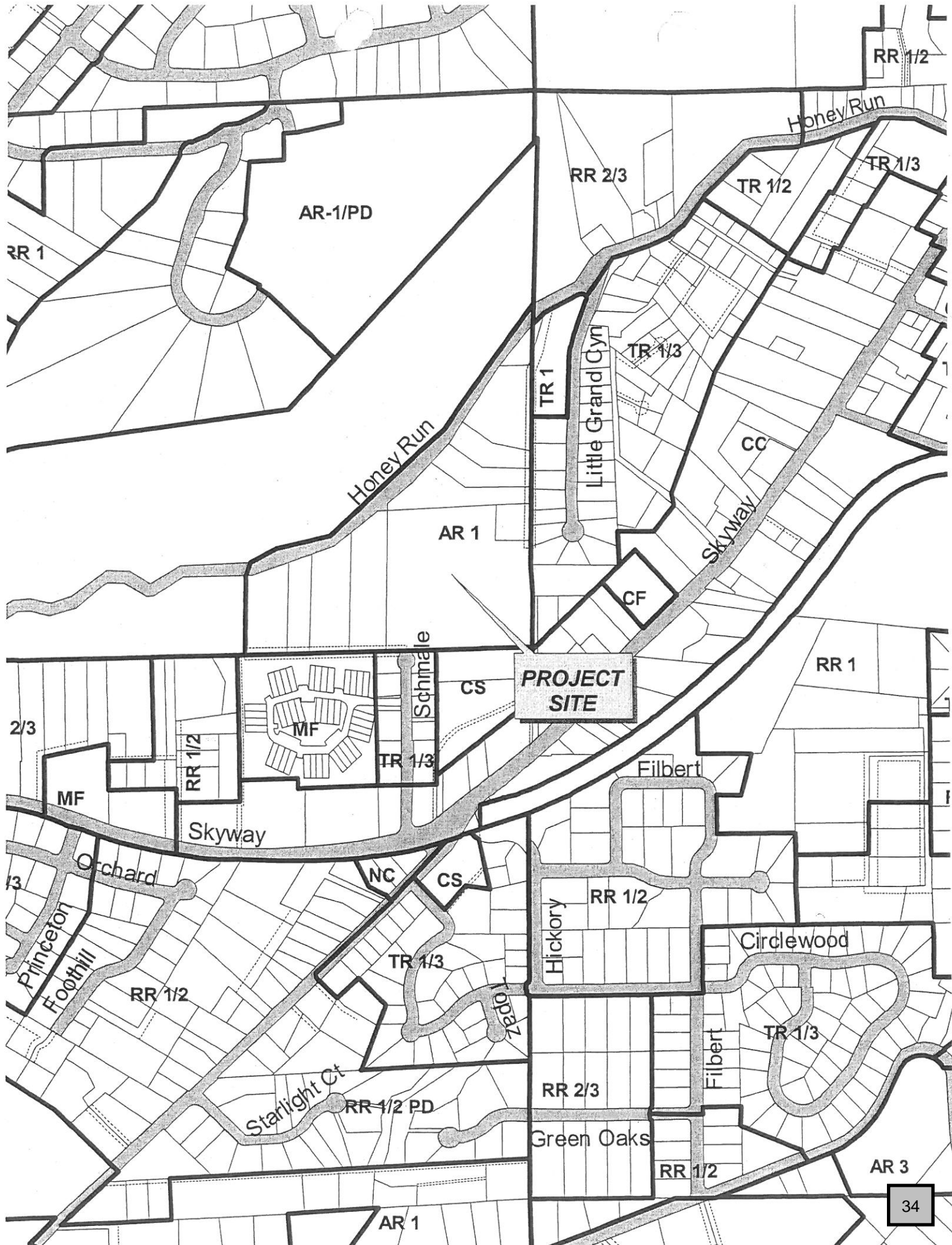
Scott Lotter, Mayor

ATTEST:

Dina Volenski, Town Clerk

APPROVED AS TO FORM:

DWIGHT L. MOORE, TOWN ATTORNEY



RR 1/2

Honey Run

TR 1/3

TR 1/2

RR 2/3

AR-1/PD

RR 1

TR 1/3

TR 1

Little Grand Cyn

CC

Honey Run

AR 1

Skyway

CF

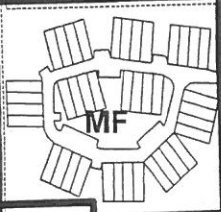
Schmale

PROJECT SITE

CS

RR 1

2/3



TR 1/3

RR 1/2

MF

Skyway

Filbert

Orchard

NC

CS

Princeton
Foothill

RR 1/2

TR 1/3

Hickory

RR 1/2

Circlewood

TR 1/3

Starlight Ct

RR 1/2 PD

RR 2/3

Green Oaks

Filbert

RR 1/2

AR 3

AR 1



Tom's Tree Service

State Contractor License #652813

TOM GOMEZ
(530) 877-6055
Fax (530) 877-7773

P.O. Box 2495
Paradise, CA 95967



Date: 3-29-17

To: Town of Paradise

Address: Valley Vista Subdivision

Landmark Tree

One large "Black Oak" is designated to be a landmark tree. This oak has been inspected & I have found it to be an outstanding specimen & appears to be one of the oldest & largest "Black Oaks" in Paradise.

TOM GOMEZ
3-29-17





TOWN OF PARADISE
Council Agenda Summary
Date: May 9, 2017

Agenda No. 2 (f)

ORIGINATED BY: Marc Mattox, Town Engineer
REVIEWED BY: Lauren Gill, Town Manager
SUBJECT: 2017 Paradise Construction Engineering Services Consultant

COUNCIL ACTION REQUESTED:

1. Concur with staff's recommendation of Coastland to perform construction engineering services for three scheduled construction projects, and
2. Approve the attached Professional Services Agreement with Coastland and authorize the Town Manager and Town Mayor to execute, and
3. Authorize the Town Manager to execute additional work orders up to 10% of the contract amount.

Background:

The Town of Paradise issued a Request for Proposal relating to Construction Engineering Services for three awarded construction projects. Two projects are State-only funded and one project is Federally funded. The services requested include construction inspection and arrangement for quality assurance testing in compliance with project plans, specifications, the Town of Paradise Quality Assurance Program, and Local Assistance Procedures Manual. The project descriptions and status reports are provided below:

HSIPL 5425 (025) Cypress Curve Realignment Project

Description

The 100% Federal-Aid Cypress Curve Realignment Project relates to the reconstruction of Clark Road near Cypress Lane for the purposes of improvement horizontal and vertical curves in the area. The work includes grading, paving, clearing and grubbing, tree removal, placement of drainage pipes, rock slope protection, adjusting utilities to grade, signing and striping, and other items of work as indicated on the project bid book and plans.

Status

The Cypress Curve Realignment Project has been awarded to Knife River Construction of Chico, CA. The project commenced in early January 2017 for the purposes of tree removal and NEPA compliance. The project was suspended on January 20, 2017 to allow for utility relocation work to proceed by others and for weather impacts. Due to the large amounts of precipitation regionally and historically high groundwater in the project vicinity, discussions with Knife River Construction have led to the postponement of construction activities until July 10 at the earliest and July 31 at the latest.

ATPL 5425 (029) Pearson Rd SR2S Connectivity Project (Base Bid)

Description

The 100% State-only funded Pearson Rd SR2S Connectivity Project relates to the construction of drainage improvements, sidewalks, curbs and gutters along Pearson Rd between Skyway and Academy Drive. In general, work includes placement of minor concrete, minor HMA, drainage inlets and plastic pipe installation, relocation of utility frames, fire hydrant relocation, clearing and grubbing, salvage/relocation/removal of roadside

objects, import and placement of fill material(s), excavation, and other items of work as indicated on the project bid book and plans.

Status

The Pearson Rd SR2S Connectivity Project (Base Bid) has been awarded to Franklin Construction of Chico, CA. Additive Bids “A” and “B” were not awarded. Clearing and prep work for this project began on May 1 with major work scheduled to begin in June.

ATPL 5425 (030) Maxwell Dr SR2S Project

Description

The State-only funded and locally funded Maxwell Dr SR2S Project, in general, consists of construction of new concrete sidewalks along the west side of Maxwell Drive between Skyway and Elliott Road. Additional work includes minor street repairs prior to a full HMA overlay, minor roadway widening for the installation of Class II Bicycle Lanes, and other items of work as indicated on the project bid book and plans.

Status

The Maxwell Dr SR2S Project has been awarded to Knife River Construction of Chico, CA. Currently, contract language requires construction work to begin June 12, 2016, the first Monday after the area high school is formally out of session.

The formal Request for Proposals was issued on March 3, 2017.

Financial Impact:

By April 11, 2017 at 4:00 PM, Town staff had received three responses to the RFP. The proposers are listed below:

1. Coastland
2. Drake Haglan & Associates
3. 4Leaf

Proposals received included cost estimates in a separate, sealed envelope to allow for a fair and objective evaluation of the submittals. A three-member evaluation committee was formed with to evaluate the proposals.

The Committee received and ranked the proposals according to the criteria provided in the RFP and shown in Table 1, below.

Table 1: Criteria Weighting Table

| No. | Written Evaluation Criteria | Weight |
|------------------|----------------------------------|-----------|
| 1 | Completeness of Response | Pass/Fail |
| 2 | Qualifications & Experience | 20 |
| 3 | Organization & Approach | 20 |
| 4 | Scope of Services to be Provided | 20 |
| 5 | Schedule of Work | 5 |
| 6 | Conflict of Interest Statement | Pass/Fail |
| 7 | References | 10 |
| Subtotal: | | 75 |

Committee review of the proposals was performed independently, with evaluator ranks and average total score shown on the next page:

Table 2: Proposal Ranks/Scores

| Evaluator Rank by Proposal | | | | |
|----------------------------|----|----|----|-------|
| Firm | E1 | E2 | E3 | Score |
| Coastland Civil | 1 | 1 | 2 | 367 |
| Drake Haglan | 2 | 2 | 1 | 362 |
| 4Leaf | 3 | 3 | 3 | 305 |

The evaluation committee selected Coastland as the preferred selection to proceed on the project. Per Federal-Aid procedures, only Coastland’s cost proposal was opened to begin negotiations. Had a cost agreement not been reached between the Town of Paradise and Coastland, the next highest ranked consultant’s cost proposal would be opened and negotiations would proceed with that consultant.

The Town of Paradise and Coastland negotiated a contract price and scope to meet the specific needs of each project. The resultant contract prices and assumptions are summarized below:

Cypress Curve Realignment Project

Scope: Construction Inspection, Biologist Survey and Materials Testing
 Inspection Working Days: 40 (20 full time, 20 half time + 1 hour OT per day)
 Total: \$71,978

Maxwell Dr SR2S Project

Scope: Construction Inspection and Materials Testing
 Inspection Working Days: 35 (20 full time, 15 half time + 1 hour OT per day)
 Total: \$51,467

Pearson Rd SR2S Project

Scope: Materials Testing
 Inspection Working Days: 0
 Total: \$10,855

Staff recommends Council consider awarding the contract, Attachment A, to Coastland to perform the specified construction engineering services for the State and Federal-Aid construction projects.

Financial Impact:

The total contract price is \$134,300. The breakdown for individual project costs and funding sources is provided below:

| Project Title | Contract Cost | Grant Funds | Local Funds |
|-----------------------------------|------------------|------------------|-----------------|
| Cypress Curve Realignment Project | \$71,978 | \$60,000 | \$11,978 |
| Maxwell Dr SR2S Project | \$51,467 | \$51,467 | \$0 |
| Pearson Rd SR2S Project | \$10,855 | \$10,855 | \$0 |
| TOTAL | \$134,300 | \$122,322 | \$11,978 |

The proposed contract will serve similar to an on-call effort, fitting the needs of the projects as they progress. The above project costs are estimated based upon construction schedules and expectations. Should the projects encounter substantial delays or other unforeseen circumstances requiring additional testing or staffing, project costs could increase. Likewise, should the Town’s contractor finish ahead of schedule, the Coastland contract could be less than estimated.

Attachments:

1. Professional Services Contract Agreement

AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT 17-03, PARADISE 2017 CONSTRUCTION ENGINEERING SERVICES

ARTICLE I INTRODUCTION

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

The name of the "CONSULTANT" is as follows:

Coastland

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be

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

Town of Paradise

The Contract Administrator for LOCAL AGENCY will be Marc Mattox.

- B. The work to be performed under this contract is described in Article II entitled Statement of Work, further defined in Exhibit A, and the approved CONSULTANT's Cost Proposal dated April 17, 2017. The approved CONSULTANT's Cost Proposal is attached hereto as Exhibit B and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

Consultant shall complete the task list as referenced in the Consultant's Proposal dated April 11 2017, attached as Exhibit A.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on May 11, 2017, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on September 30, 2017, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal Exhibit B. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects have been identified under this contract, outlined in Exhibit A, and shall be used as Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
 - Marc Mattox, PE
 - Public Works Director/Town Engineer
 - Town of Paradise
 - 5555 Skyway
 - Paradise, CA 95969
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, payment will be made until the deliverable has been satisfactorily completed.

- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$150,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

ARTICLE VI TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is based upon the percentage of work completed at the time of completion.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

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

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY'S Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY'S Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT'S Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY'S Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV DELETED

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

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

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 3%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE

subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

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

ARTICLE XXII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Town Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII INSPECTION OF WORK

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

ARTICLE XXIV SAFETY

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

ARTICLE XXV INSURANCE

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

4. Errors and omissions liability: \$1,000,000 per claim & \$1,000,000 aggregate.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Acceptability of Insurers

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

Verification of Coverage

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

ARTICLE XXVI OWNERSHIP OF DATA

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

- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

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

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

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

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress payments to subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to t

penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

ARTICLE XXXII NOTIFICATION

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

CONSULTANT:

Travis Williams, PE
Coastland
11865 Edgewood Road
Auburn, CA 95603

LOCAL AGENCY:

Marc Mattox, PE
Town of Paradise
5555 Skyway
Paradise, CA 95969

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

TOWN OF PARADISE

By _____
Lauren Gill,
Town Manager

COASTLAND

By _____
John Wanger
CEO

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

Dwight L. Moore, Town Attorney

Approved Effective _____

SCOPE OF WORK

With a management style focused on quality control, Coastland’s licensed engineers, construction managers, resident engineers and inspectors monitor the quality, cost and schedule of each construction project, while ensuring complete adherence to the contract documents. We place care and attention into providing quality services and you can be assured that we will honor our quality control procedures. Our team approach, managed by a single client manager (Travis Williams, PE), will provide Paradise with expertise focused on quality service.

Based on the Town’s needs, our scope of services can include any of the following tasks tailored to the specific project and the Town’s needs. Please note that this is meant to be a flexible approach. Coastland is willing and able to support the Town in whatever fashion is agreed upon:

Task No. 1 – Pre-Construction Meeting

Coastland will attend the Town-scheduled pre-construction meeting.

Task No. 2 – Site Visit and Documentation

Coastland’s inspector will take pre-construction digital high-definition photos and/or video of the construction site with special attention given to sensitive areas including all property affected by and adjacent to the project area. Documenting the site prior to construction will help mitigate possible disputes between the Town, contractor and property owners within or adjacent to the project limits. These photos will be logged and filed with the project files.

Task No. 3 – Project Start-Up

Coastland will assemble project files in accordance with the Town’s standard format for administration and the Caltrans Local Assistance Procedures Manual. This will ensure our construction inspection procedures meet all current Town expectations and requirements.

Task No. 4 - Daily Field Inspections and Documentation

A critical aspect of our services is maintaining close communication with Town staff to ensure scheduling goals are met. To help maintain close communication, Coastland’s Inspector will be accessible to the Town at all times at the project site and through the use of email and cellular phones. Coastland’s on-site Inspector will examine all construction activities to ensure that the contract work adheres to the contract documents, Town standards and the established schedule.

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We will maintain records and provide documentation of the work in the form of daily reports, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the contractor's level of effort, specific work being completed, started, or finished, and relevant points raised by the contractor that may require consideration and response. We also document proposed change orders and claims, important conversations, safety issues or accidents, extra work in progress, materials testing performed, information for "as-built" drawings, quantities for progress payments, environmental concerns and hazardous materials.

Coastland will provide a digital photo logbook of construction activities, progress, and areas of concern or interest. The photo log will be compiled on CDs and will identify the location and date of each photo. The log will be maintained through the duration of the project to assure continuity from one week to the next, and will be submitted to the Town at the close of the project.

Coastland will continually review the specifications and plans to ensure the work is of good quality and meets the requirements of the contract documents. This review can improve constructability, reduce costs, eliminate ambiguities, and improve clarity. Coastland will immediately report any deviation from the approved contract documents.

Our Inspector will identify actual and potential problems and provide solutions. We will maintain daily documentation and resolve issues by proposing field changes and avoid any delays.

Our Inspector will review the contractor's traffic control plan to make certain that access is maintained during construction.

In summary, our Inspector's responsibilities include:

- Inspect the contractor's work for conformance to the contract documents, codes, regulations, and the Town's standards on a daily basis.
- Prepare and submit daily inspection reports that document all job site activities.
- Serve as a daily contact for the contractor as to performance of the construction.
- Respond promptly to Town requests.
- Participate in meetings with Town staff, contractor and other agencies.
- Verify construction material quantities.
- Monitor traffic control procedures.
- Ensure contractor submits erosion control plan and review plan for completeness. Inspect and regularly check to ensure compliance with the latest stormwater pollution controls.
- Distribute notifications to impacted public regarding the status of construction.
- Document construction activities with photographs and maintain a photo log.
- Proactive public outreach efforts at key points of the project. Respond to calls from the public promptly and log any complaints in a timely manner. Follow-up on any concerns and express understanding of homeowners' expectations and concerns.
- Prepare and maintain current redlined construction drawings, documenting unforeseen field conditions and changes to check the contractor's record drawings.
- Work overtime as needed to assure presence on site during all construction activities.
- Document and maintain complete field files containing construction period correspondences, changes, discussions with contractor, memos, reports, and other pertinent items.



Task 5 – Materials Testing

Holdrege and Kull (H&K) will be responsible for quality assurance testing in accordance with Project Specifications and the Town’s Quality Assurance Program as follows:

- Density testing of asphalt concrete during placement
- Other “geotechnical items, as needed

Task 6 – Biological Studies

Gallaway Enterprises will provide a qualified biologist to conduct pre-construction nesting bird survey and nest monitoring and reporting for the Cypress Curve Realignment Project. Gallaway will provide:

- Pre-construction report within one (1) day of performing a pre-construction bird survey
- Weekly nest monitoring report including map of known active nests and any avoidance buffers
- Incident report documenting any accidental destruction of nesting birds and/or active nests



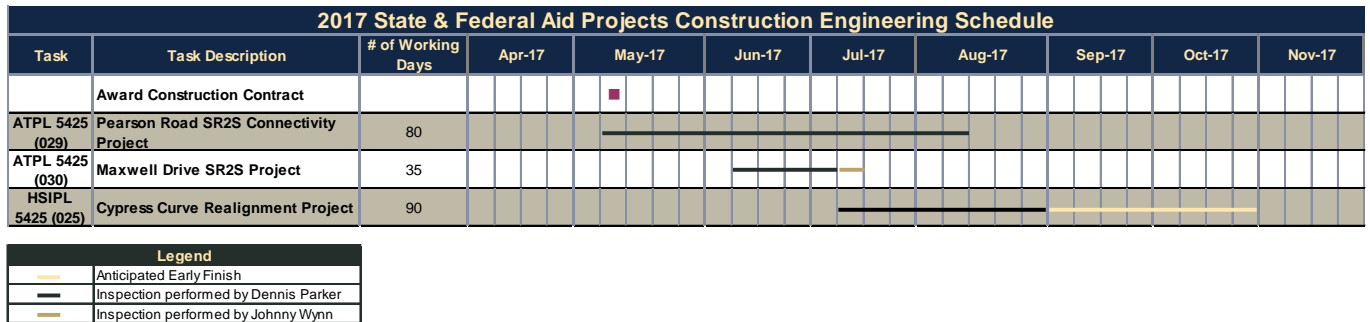
SCHEDULE OF WORK

At the time of this proposal, the schedules for the projects are estimated to be as follows:

| Project | Estimated Start Date | Number of Working Days | Estimated Completion Days |
|--|----------------------|------------------------|--|
| ATPL 5425 (029) Pearson Rd SR2S Connectivity Project | 5/1/17 | 80 | 8/29/17 |
| ATPL 5425 (030) Maxwell Drive SR2S Project | 6/12/17 | 35 | 7/31/17 |
| HSIPL 5425 (025) Cypress Curve Realignment | 7/10/17 | 90 | 11/15/17 (Caltrans 5-Day Workday Calendar) <i>Early Finish est. end of August</i> |

Based on previous working relationship and conversations with Knife River and Omni Pipelines, Coastland believes the project could be reduced to 30-40 working days.

Below is our proposed schedule based on our discussions with the Town and contractors and the information provided in Addendum No. 1.





WORK ESTIMATE

| HSIPL 5425 (025) Cypress Curve Realignment Project | | PROPOSAL FOR CONSTRUCTION ENGINEERING | | | | Town of Paradise | | |
|--|---|---------------------------------------|-----------|--------------|--------------|----------------------------|-----------------|---|
| TASK INFORMATION | | | | | | HOURS AND COST INFORMATION | | |
| Task No. (Coastland Code) | Task Information | Resident Engineer | Inspector | Inspector OT | Direct Costs | Total Hours | Total Costs | Comments |
| | | \$150 | \$125 | \$160 | | | | |
| 1 (700) | Pre-Construction Meeting | 4 | 4 | | | 8 | \$1,100 | |
| 2 (700) | Site Visit & Documentation | | 4 | | | 4 | \$500 | Job walk / photos / videos / Meet with Town |
| 3 (700) | Project Start-Up | 4 | 4 | | | 8 | \$1,100 | Assemble filing / base reports |
| 4 (702) | Daily Field Inspections & Documentation | 16 | 240 | 40 | | 296 | \$38,800 | Based on 40 working days with 20 days being full time and 20 days being half time, and with one hour of overtime inspection each day. |
| 5 (704) | Progress Meetings/Other Mtgs | | | | | 0 | \$0 | |
| 6 (704) | Status Reports & Documentation | | | | | | | |
| 6a (704) | Reports | | | | | 0 | \$0 | |
| 6b (704) | Submittal Management | | | | | 0 | \$0 | |
| 6c (704) | Requests For Information | | | | | 0 | \$0 | |
| 6d (704) | Change Order Management | | | | | 0 | \$0 | |
| 7 (704) | Cost and Schedule Management | | | | | 0 | \$0 | |
| 8 (710) | Public Relations & Outreach | | | | | 0 | \$0 | |
| 9 (710) | Conflict Resolution & Claim Management | | | | | 0 | \$0 | |
| 10 (704) | Post Construction Meeting | | | | | 0 | \$0 | |
| 11 (710) | Project Closeout | | | | | 0 | \$0 | |
| 12 | Materials Testing | | | | \$15,518 | | \$15,518 | Holdrege & Kull |
| 13 | Biological Studies | | | | \$11,040 | | \$11,040 | Gallaway Enterprises |
| 14 | Labor Compliance | | | | | | | |
| | Vehicle/Equipment expenses | | | | \$3,920 | | \$3,920 | 280 hours x \$14/hr= \$3,920 |
| | Total Hours | 24 | 252 | 40 | | 316 | | |
| | Project Total | \$3,600 | \$31,500 | \$6,400 | \$30,478 | | \$71,978 | |

NOTES: Coastland reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime work.

1 Based on 40 working days

2 Based on 20 days of full-time inspection and 20 days of half time inspection, and 1 hour of overtime each day

3 Based on Town performing all Construction Management duties



WORK ESTIMATE

| ATPL 5425 (029) Pearson Rd SR2S Connectivity Project | | PROPOSAL FOR CONSTRUCTION ENGINEERING | | | | Town of Paradise | | |
|--|---|---------------------------------------|--------------------|-----------------------|--------------|----------------------------|-----------------|-----------------|
| TASK INFORMATION | | | | | | HOURS AND COST INFORMATION | | |
| Task No. (Coastland Code) | Task Information | Resident Engineer \$150 | Inspector \$125 | Inspector OT \$160 | Direct Costs | Total Hours | Total Costs | Comments |
| 1 (700) | Pre-Construction Meeting | | | | | 0 | \$0 | |
| 2 (700) | Site Visit & Documentation | | | | | 0 | \$0 | |
| 3 (700) | Project Start-Up | | | | | 0 | \$0 | |
| 4 (702) | Daily Field Inspections & Documentation | | | | | 0 | \$0 | |
| 5 (704) | Progress Meetings/Other Mtgs | | | | | 0 | \$0 | |
| 6 (704) | Status Reports & Documentation | | | | | | | |
| 6a (704) | Reports | | | | | 0 | \$0 | |
| 6b (704) | Submittal Management | | | | | 0 | \$0 | |
| 6c (704) | Requests For Information | | | | | 0 | \$0 | |
| 6d (704) | Change Order Management | | | | | 0 | \$0 | |
| 8 (710) | Public Relations & Outreach | | | | | 0 | \$0 | |
| 9 (710) | Conflict Resolution & Claim Management | | | | | 0 | \$0 | |
| 9 (710) | Conflict Resolution & Claim Management | | | | | 0 | \$0 | |
| 10 (704) | Post Construction Meeting | | | | | 0 | \$0 | |
| 11 (710) | Project Closeout | | | | | 0 | \$0 | |
| 12 | Materials Testing | | | | \$10,855 | | \$10,855 | Holdrege & Kull |
| 13 | Labor Compliance | | | | | | | |
| | Vehicle/Equipment expenses | | | | | | | |
| | Total Hours | 0 | 0 | 0 | | 0 | | |
| | Project Total | \$0 | \$0 | \$0 | \$10,855 | | \$10,855 | |

NOTES: Coastland reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime work.

- 1 Based on 80 working days.
- 2 Based on Town providing all construction management and inspection



WORK ESTIMATE

| ATPL 5425 (030) Maxwell Drive SR2S Project | | PROPOSAL FOR CONSTRUCTION ENGINEERING | | | | Town of Paradise | | |
|--|---|---------------------------------------|-----------|--------------|--------------|----------------------------|-----------------|--|
| TASK INFORMATION | | | | | | HOURS AND COST INFORMATION | | |
| Task No. (Coastland Code) | Task Information | Resident Engineer | Inspector | Inspector OT | Direct Costs | Total Hours | Total Costs | Comments |
| | | \$150 | \$125 | \$160 | | | | |
| 1 (700) | Pre-Construction Meeting | 4 | 4 | | | 8 | \$1,100 | |
| 2 (700) | Site Visit & Documentation | | 4 | | | 4 | \$500 | Job walk / photos / videos / Meet with Town |
| 3 (700) | Project Start-Up | 4 | 4 | | | 8 | \$1,100 | Assemble filing |
| 4 (702) | Daily Field Inspections & Documentation | 14 | 220 | 35 | | 269 | \$35,200 | Based on 35 working days, working 20 days of full time inspection and 15 days of 1/2 time inspection, with 1 hour of overtime each working |
| 5 (704) | Progress Meetings/Other Mtgs | | | | | 0 | \$0 | |
| 6 (704) | Status Reports & Documentation | | | | | 0 | \$0 | |
| 6a (704) | Reports | | | | | 0 | \$0 | |
| 6b (704) | Submittal Management | | | | | 0 | \$0 | |
| 6c (704) | Requests For Information | | | | | 0 | \$0 | |
| 6d (704) | Change Order Management | | | | | 0 | \$0 | |
| 7 (704) | Cost and Schedule Management | | | | | 0 | \$0 | |
| 8 (710) | Public Relations & Outreach | | | | | 0 | \$0 | |
| 9 (710) | Conflict Resolution & Claim Management | | | | | 0 | \$0 | |
| 10 (704) | Post Construction Meeting | | | | | 0 | \$0 | |
| 11 (710) | Project Closeout | | | | | 0 | \$0 | |
| 12 | Materials Testing | | | | \$9,997 | | \$9,997 | Holdrege & Kull |
| 13 | Labor Compliance | | | | | | | |
| | Vehicle/Equipment expenses | | | | \$3,570 | | \$3,570 | 255 hours x \$14/hr= \$3,570 |
| | Total Hours | 22 | 232 | 35 | | 289 | | |
| | Project Total | \$3,300 | \$29,000 | \$5,600 | \$13,567 | | \$51,467 | |

NOTES: Coastland reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime work.

- 1 Based on 35 working days.
- 2 Based on full-time inspection for 20 days and 1/2 time inspection 15 days, plus 1 hour of overtime each day.
- 4 Based on the Town doing all Construction Management work



**Town of Paradise
Council Agenda Summary
Date: May 9, 2017**

Agenda Item: 2(g)

Originated by: Lauren Gill, Town Manager

Subject: Application with the Office of Emergency Services to obtain certain Federal Financial Assistance.

COUNCIL ACTION REQUESTED: Adopt Resolution No. 17-___, A Resolution of the Town of Paradise authorizing agents to execute an application with the California Governor's Office of Emergency Services for obtaining certain Federal Financial Assistance.

BACKGROUND: The Town of Paradise has had or been involved in different types of emergencies within Butte County and the surrounding areas over the last several years. In order for the Town of Paradise to be eligible to receive funding for any expenditure incurred during an emergency, a resolution must be submitted every three years to the California Governor's Office of Emergency Services.

DISCUSSION: On February 14, 2017 at a Special Town Council meeting, the Town Council approved Resolution No. 17-03 to declare a State of Local Emergency due to a Natural Disaster Relating to the Oroville Dam Auxiliary Spillway as well as flooding and other damage caused by the heavier than normal storms in the region. On February 12, 2017, Governor Edmund Brown proclaimed a State of Emergency in the Counties of Butte, Sutter and Yuba relating to the disaster.

Approval of this resolution will allow the Town to move forward with reimbursement for its costs associated with the emergency services relating to the winter storm damage and the Oroville Dam Auxiliary Spillway event.

FINANCIAL IMPACT: Town staff is currently working to determine the exact amount of expenses incurred from the event, with the goal of being reimbursed.

**TOWN OF PARADISE
RESOLUTION NO. 17-__**

**A RESOLUTION OF THE TOWN OF PARADISE AUTHORIZING AGENTS TO
EXECUTE AN APPLICATION WITH THE CALIFORNIA GOVERNOR’S OFFICE OF
EMERGENCY SERVICES FOR OBTAINING CERTAIN FEDERAL FINANCIAL
ASSISTANCE.**

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

Section 1: That the Town Manager, or the Finance Director, is hereby authorized to execute for and on behalf of the Town of Paradise, a public entity established under the laws of the State of California, this application and to file it with the California Governor’s Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

Section 2: That the Town of Paradise, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor’s Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE
THIS 9TH DAY OF MAY, 2017, BY THE FOLLOWING VOTE:**

AYES: _____
NOES: _____
ABSENT: _____
NOT VOTING: _____

SCOTT LOTTER, Mayor

ATTEST:

DINA VOLENSKI, Town Clerk

DWIGHT L. MOORE, Town Attorney

CERTIFICATION

I, Dina Volenski, duly appointed and Town Clerk of the Town of Paradise, do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the Town Council of the Town of Paradise on the 9th day of May, 2017.

(Signature)

(Title)



TOWN OF PARADISE
Council Agenda Summary
Date: May 9, 2017

ORIGINATED BY: Craig Baker, Community Development Director **AGENDA NO. 5 (a)**
Dwight Moore, Town Attorney

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Consider Introducing an Ordinance Amending Text Regulations Within Paradise Municipal Code Chapter 17.31 Relating to the Cultivation, Delivery and Distribution of Marijuana in order to comply with certain provision of the Adult Use of Marijuana Act (AUMA) as passed by voters on November 8, 2016

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

RECOMMENDATION: Adopt a **MOTION TO:**

1. Concur with the project "CEQA determination" finding signed by the Town Planning Director;
AND
2. Waive the first reading of Town Ordinance No. ____ and read by title only (roll call vote);
AND
3. Introduce Town Ordinance No. ____, "An Ordinance of the Town of Paradise Amending Sections 17.31.100, 17.31.200, 17.31.300 and 17.31.500 of the Paradise Municipal Code Regulating Medical or Nonmedical Marijuana Cultivation and Delivery and Prohibiting Marijuana Collectives and Cooperatives"; **OR**

Adopt an alternative directive to Town staff.

BACKGROUND:

An initiative commonly referred to as the "Adult Use of Marijuana Act" (AUMA) was approved by a majority of voters in California resulting in the passage of Proposition 64 on November 8, 2016. The measure took effect on November 9, 2016, adding many sections to the State of California Health and Safety Code and amending or repealing several others, all of which effectively decriminalized the personal, nonmedical use of marijuana in California, within defined limits. Generally, AUMA provisions permit a person at least 21 years old to possess not

more than one (1) ounce of processed marijuana, to cultivate and process not more than six (6) living marijuana plants and to smoke or ingest marijuana and marijuana products.

The Town's current marijuana cultivation regulations contained within Paradise Municipal Code (PMC) Chapter 17.31 prohibit the cultivation of any marijuana in Town by any person, for any reason and therefore directly conflicts with the provisions of the AUMA in that regard. The Town's current regulations also prohibit the establishment of any marijuana dispensaries, collectives or cooperatives, which is not in conflict with the new State law. The AUMA also expressly provides that the personal cultivation of marijuana must comply with any local ordinances containing "reasonable regulations" requiring that the living plants must be kept within a private residence can be required to be obscured from view from a public place.

DISCUSSION:

Over the past several months since the passage of the AUMA and with the assistance of the Town Attorney, Town staff and two Town Council members have developed a set of proposed amendments to the Town's marijuana cultivation regulations. The purpose of these proposed amendments is to remove any direct conflicts that exist between the AUMA and the Town's regulations, to reasonably regulate the indoor cultivation of marijuana, to promote the health and safety of Paradise citizens by prohibiting the outdoor cultivation of marijuana, prohibiting the establishment of marijuana dispensaries, collectives and cooperatives, and establishing other defined limits to the cultivation of marijuana consistent with the AUMA. These proposed amendments to PMC Chapter 17.31 are contained within an ordinance document prepared by Town staff and attached for your review and consideration. Following is a summary of the proposed PMC amendments contained within the ordinance document:

- Marijuana cultivation would be limited to secured and locked indoor locations in residential zoning districts on the site of a private residence occupied full time by a qualified grower. All outdoor cultivation of marijuana would be prohibited.
- Marijuana collectives, cooperatives, dispensaries would be prohibited, as would any marijuana processing or cultivation activity that uses flammable or non-flammable gas and any other activity that requires a State-issued license under the AUMA.
- Marijuana cultivation would be limited to six plants, either mature or immature on any single property. The area devoted to the cultivation of marijuana would be limited to fifty (50) square feet.

- Any visibility or evidence of marijuana cultivation from a public place would be prohibited.
- Except for delivery by a primary caregiver for a qualified medical marijuana patient, the delivery of marijuana would be prohibited within the Town.

During their meeting held on April 18, 2017, the Planning Commission conducted a public hearing regarding these proposed text amendments and adopted Planning Commission Resolution No. 17-1. The resolution document identifies and recommends Town Council adoption of several amendments to the text contained within PMC Chapter 17.31, as described within this agenda summary. A copy of the adopted resolution document is attached for your review.

The Town Planning Director has determined that there is no possibility that adoption of the proposed text amendments would result in a 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 15061 (General rule exemption).

Attached with this council agenda summary for your consideration and recommended introduction is an ordinance document prepared by Town staff that, if adopted, would amend PMC Chapter 17.31 in a manner that would, among other things, prohibit the cultivation of marijuana in outdoor locations, prohibit the establishment of marijuana dispensaries, cooperatives and collectives and would eliminate existing conflicts with the AUMA. Recommended text amendments contained within the proposed ordinance are shown in “shaded” (additions) and “~~strike-out~~” (deletions) font.

Lastly, for your convenience and use, 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

LIST OF ATTACHMENTS

1. Public notice of the May 9, 2017 Town Council hearing to consider the attached ordinance.
2. Planning Commission Resolution No. 17-1 and its attached Exhibit "A"
3. Excerpt of the April 18, 2017 Planning Commission meeting
4. Ordinance No. ____, "An Ordinance of the Town of Paradise Amending Sections 17.31.100, 17.31.200, 17.31.300 and 17.31.500 of the Paradise Municipal Code Regulating Medical or Nonmedical Marijuana Cultivation and Delivery and Prohibiting Marijuana Collectives and Cooperatives"
5. Notice of Exemption signed by the Town Planning Director

**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, May 9, 2017** 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: Town Council shall consider introducing an ordinance that, if adopted, would result in proposed text amendments to the Town's zoning regulations contained in Paradise Municipal Code (PMC) chapter 17.31 relating to marijuana. If adopted by the Town Council as recommended, the amendments would regulate the cultivation and delivery of medical and non-medical marijuana and would prohibit marijuana collectives/cooperatives and dispensaries in all Town of Paradise zoning districts. The proposed ordinance provides, among other things, as follows:

1. Except for delivery by a primary caregiver for a qualified patient, the delivery of marijuana would be prohibited within the town.
2. When authorized by state law, an authorized grower would be allowed to cultivate six marijuana plants only in a private residence in a residential zone, only indoors, and only for personal use, based on specific, reasonable regulations.
3. Outdoor cultivation of marijuana, including cultivation by a qualified patient or a primary caregiver or any person, would be prohibited in all zoning districts within the town.
4. The authorized grower would be required to reside full-time in the residence where the marijuana cultivation occurs.
5. The authorized grower would be prohibited from participating in marijuana cultivation in any other location within the Town.
6. No more than six (6) marijuana plants, mature or would be permitted to be grown and could occupy no more than fifty (50) square feet and could only be for personal use.

The project file is available for public inspection at the Development Services 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.

Dina Volenski, Town Clerk

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Butte

From: (Public Agency): Town of Paradise
5555 Skyway
Paradise, CA 95969

(Address)

Project Title: Paradise Municipal Code Amendments - Chapter 17.31; Marijuana Cultivation

Project Applicant: Town of Paradise

Project Location - Specific:

Affects all properties in the Town of Paradise

Project Location - City: Paradise Project Location - County: Butte

Description of Nature, Purpose and Beneficiaries of Project:
Paradise Municipal Code Zoning text amendments to Chapter 17.31 of the town's Zoning Ordinance Regulations regarding the cultivation of marijuana. Text amendments are necessary to comply with the requirements of the Adult Use of Marijuana Act (California Proposition 64).

Name of Public Agency Approving Project: Town of Paradise

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

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: _____
- Statutory Exemptions. State code number: General Rule Exemption (CEQA Section 15061)

Reasons why project is exempt:

The project is limited to Municipal Code text amendments relating to the cultivation of marijuana for personal use and is environmentally insignificant. There is no possibility for the project to have a significantly adverse effect on the environment.

Lead Agency
Contact Person: Craig Baker Area Code/Telephone/Extension: 530-872-6291 x17

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: [Redacted] Date: April 12, 2017 Title: Planning Director

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

**TOWN OF PARADISE PLANNING COMMISSION
RESOLUTION 17-1**

**A RESOLUTION OF THE PARADISE PLANNING COMMISSION RECOMMENDING TOWN COUNCIL
ADOPTION OF TEXT AMENDMENTS TO CHAPTER 17.31 OF THE PARADISE MUNICIPAL CODE
RELATIVE TO REGULATING MARIJUANA CULTIVATION AND DELIVERY**

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 Paradise Planning Commission finds that there is a compelling need for the Town Council of the Town of Paradise to adopt the foregoing Paradise Municipal Code (PMC) amendments to regulate the cultivation and delivery of marijuana in all zoning districts, and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on April 18, 2017 to study and consider recommending Town Council adoption of text amendments to PMC Chapter 17.31 as proposed by Town staff; and

WHEREAS, the public review also included review and determination that the proposed PMC text amendment is an activity that is exempt from to the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) (general rule exemption) because there is no possibility that the amendment would result in a significantly adverse effect upon the environment; 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 amendment to PMC Chapter 17.31 is warranted at this time in order to expressly regulate the cultivation and delivery of marijuana in all zoning districts of the Town of Paradise.

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 17.31 as set forth in **Exhibit "A"** attached hereto and made a part of by reference; and recommends to the Town Council that the proposed Paradise Municipal Code text amendment is 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.

RESOLUTION NO. 17-1

PASSED AND ADOPTED by the Planning Commission of the Town of Paradise this 18th day of April, 2017 by the Following Vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Raymond Groom, Chairman

ATTEST:

Dina Volinski, Town Clerk

5. PUBLIC HEARING

- 5a. Planning Commissioner Chair Groom announced that the Planning Commission would conduct a public hearing to consider adopting Planning Commission Resolution No 17-01, A Resolution recommending Town Council Adoption of Amendments to the Town's Zoning Ordinance Regulations regarding the Cultivation of Marijuana (Paradise Municipal Code Chapter 17.31). If adopted, the proposed text amendments ordinance would expressly regulate the cultivation and delivery of medical and non-medical marijuana and would prohibit marijuana collectives/cooperatives and dispensaries in all Town of Paradise zoning districts.

Community Development Director Craig Baker provided a brief summary of the new marijuana law that was approved by the voters on November 8, 2016 and informed the Commissioners of the proposed amendments to the Town of Paradise Ordinance contained within the resolution which include:

- Marijuana cultivation would be limited to secured and locked indoor locations in residential zoning districts on the site of a private residence occupied full time by a qualified grower. All outdoor cultivation of marijuana would be prohibited.
- Marijuana collectives, cooperatives, dispensaries would be prohibited.
- Marijuana cultivation would be limited to six plants, indoors only.
- Any visibility or evidence of marijuana cultivation from a public place would be prohibited.
- Except for delivery by a primary caregiver for a qualified medical marijuana patient the delivery of marijuana would be prohibited within the town.
- The Proposed ordinance would not restrict landlords from prohibiting the indoor cultivation of marijuana as part of a rental agreement.

Mr. Baker also stated that the proposed text amendments can be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines section 15061(general rule exemption)

Mr. Baker sited some changes to the proposed ordinance, changing page 18 of the agenda packet, item E (2) from twelve (12) to twenty-four (24) inches and page 19 Section 9, changing the California Building Standards Code section from 1203.4 to 1203.5.

The Planning Commissioners asked several questions, some for clarification. Town Attorney Dwight Moore provided responses. (*Attorney responses are italicized*):

- Is the Compassionate Use Act still in effect? *Yes, now there is also legal recreational marijuana/nonmedical use. (Prop 64-Adult Use of Marijuana Act-AUMA)*
- Do individuals still need a prescription? *A prescription would be necessary if an individual needed more than what was allowed under Prop 64.*
- Do landlords have legal authority to prohibit the cultivation of marijuana? *Yes*
- Should the AUMA be included in Section 2 of the ordinance? *Concerned with illegal use.*
- In the Ordinance Section 3- A, "Authorized grower" should the definition include resident? *It is only the definition of who the authorized grower would be.*

- In Section 4, subsection D, should recreation be included? *Purpose is to deal with different type of cultivation.*
- Section 4 Item 9 and 11 - Who defines what is noxious/nuisance? *Difficult to make case without scientific evidence, it is not supposed to be subjective.*
- Section 4 Item 9 discusses ventilation of the building code standards. *Was reviewed by the Building Official.*
- Section 4 Item 13 discusses excess of 28.5 grams, is there no limit, could they have more? *Item is only about indoor cultivation.*
- Section 4 Item #11 – How would the town attempt to take care of the smell? *The Town would try to determine whether others had the same problem with the odor and what is reasonable. It is difficult to enforce in court. All previous complaints have been from outdoor grows.*
- Is everything complaint driven? *Yes.*
- Ordinance requires that the authorized grower must reside in the residence where plants are being grown – *CA State Law requires certain criteria for growing to be allowed. The Town’s ordinance states that the resident must be full-time.*
- Can there be two grows on one parcel? *No more than 6 plants on one parcel.*
- When committee was working on this ordinance, were dispensaries considered from a tax viewpoint? *It was determined it would cause more problems than revenues could be generated, medical marijuana users would be exempt from tax, if dispensaries charged too much, people would be forced to buy on the black market, Colorado had trouble with dispensaries being robbed. In larger areas, people may not want to grow own plants.*
- Would a marijuana tax have to be voted on by citizens? – *Yes, just like Measure C.*

Chair Groom opened the public hearing at 6:28 p.m.

1. Jim Ratekin – lives at the Plantation, stated that there is a major grow in his neighborhood that has been there for several years, the smell is forcing neighbors to stay inside with closed windows, can’t enjoy outside patio and it is very noisy, possibly from a generator, that keeps people up at night. He is also concerned with the grow site and its proximity to the school and park. Thinks it’s ok if people want to smoke marijuana, just doesn’t want to smell it. Supports the proposed ordinance.

Mr. Baker stated that if staff is not allowed on the property to inspect it then the next step is an inspection warrant from the court, but it is hard to prove that something is going on.

Commissioner Nichols asked if there was any way to write the ordinance to make it mandatory for the Town to be allowed to go on to someone’s property if they are suspected of growing. *Attorney Moore stated that it would be a violation of the property owners constitutional rights to privacy, the Town could get an inspection warrant, but would need probable cause/facts.*

Commissioner Neumann asked if a search warrant was issued, the violation would only be for a misdemeanor not a felony, depending on the amount and if they had a medical marijuana license. *Currently there is no growing in Town limits and the individual would be issued a citation.*

How would fines change? *Individuals would still be issued a citation/\$100 fine for first offense.*

Commissioner Clarkson stated that in order for indoor grows to not become health hazards, they need to be well ventilated. Indoor grows can be done at any time of the year where outdoor grows have a limited growing period. Thinks that indoor grows will be more problematic, the smell will be more concentrated coming from indoors and the bigger concern is health issues created from mold; and is concerned that the proposal before the Planning Commission is for indoor grows only, there is no provision for outdoor grows.

2. David Lundberg – lives next door to a rental property that had a large grow on it, is concerned with the smell, neighbors complained, but nothing was done; asked what will it take for something to be done about it. The property has a seven (7) foot fence and tarps up making it impossible to view. How will anyone know the grow is there if it's inside and nobody can see it. Asked if after a property was inspected, a citation was issued, if the Town confiscated the plants and if the landowner or renter was responsible for the property

Mr. Baker stated that Town staff does not confiscate plants, will respond as permitted; there is an expectation of privacy with private property, that inspection warrants are hard to obtain and that the landowner, not the renter, is responsible if there is marijuana being grown on the property.

Commissioner Nichols stated that he understood that the purpose of the ordinance is to minimize issues and be less of a burden on the neighbors.

Commissioner Groom asked that if someone was fined and they didn't pay the citation, can a lien be attached to the property per the ordinance.

Mr. Baker stated that the approach for violations of chapter 17.31 were changed to be more aggressive with marijuana cultivation.

Commissioner Neumann asked if we are confident that we can prove there's activity that's unlawful, we would be more proactive with a fine, but are limited on how to prove the activity is unlawful because we don't have permission to access the property.

Mr. Baker stated that that could work if the property can be viewed from someone else's property.

Commissioner Clarkson asked if there was potential in the ordinance to have a clause inserted that states if five residents within the suspected area complain about the smell, a process to resolve the problem could be implemented.

3. Jerry Lundberg – stated that the smell from the marijuana plants is obnoxious and has complained about it; she is not against marijuana, supports growing indoors, has issues with the smell.
4. Jim Ratekin – suggested that legal growers be required to register with the Town.

Chair Groom closed the public hearing at 6:55 p.m.

The Planning Commissioners discussed numerous issues regarding the proposed Resolution and Ordinance which are listed below:

Commissioner Clarkson stated that having individual register to grow is unlikely due to privacy issues.

Commissioner Nichols reason for having grows indoors was to limit the smell, that the Town could allow outdoor grows if they chose to and questioned about growing in a bedroom.

Attorney Moore stated that the Town did not have a choice about permitting the indoor grow but tried to regulate and leave a small footprint, limit activity and minimize negative impact on the community and had to be reasonable.

Commissioner Neumann asked if with the previous ordinance that smell was prohibited and nothing was done with a large grow, how can something be enforced now if it's inside?

Mr. Baker stated that there is not a lot of choices with permitting indoor and outdoor grows and in the past if a unlawful marijuana grow was found and the person cited, the marijuana grow was generally harvested immediately.

Commissioner Clarkson stated that indoor grows have health issues with ventilation, a lot of power is required to function, think outdoor grows could be limited to three plants, indoor grows will create mold issues and create uninhabitable housing.

Commissioner Nichols stated that the Planning Commission is dealing with a proposed Town Ordinance that regulate uses to minimize the impact to citizens, recommendation from staff is best way to comply with law.

Commissioner Neumann would like to consider allowing dispensaries to take the street element out of marijuana use.

Commissioner Clarkson stated that growing marijuana takes a lot of time to do it correctly and a dispensary may be easier for some individuals.

Commissioner Nichols stated that the criminal element will still be around even if dispensaries are allowed, they create an element that is not desirable in the Town.

Mr. Baker stated that the Town Council can change the ordinance due to the fact that the Planning Commission has discussed several items and that the issue may come back at a later date if necessary and recommends not including the dispensaries.

Motion by Nichols to adopt Planning Commission Resolution No 17-01, A Resolution recommending Town Council Adoption of Amendments to the Town's Zoning Ordinance Regulations regarding the Cultivation of Marijuana (Paradise Municipal Code Chapter 17.31). The motion failed due to the lack of a second.

Commissioner Clarkson stated that he thinks allowing an outdoor grow is the same as allowing an indoor grow.

Commissioner Nichols asked that if the ordinance was passed tonight to include indoor and outdoor grows if the Town Council could change it.

Attorney Moore stated that since the item was discussed the Town Council would be able to change the ordinance based on the Planning Commission discussion.

Commissioner Clarkson asked if the prior Marijuana ordinance could be referenced to make a motion to forward to Town Council.

Mr. Baker stated that the Planning Commissioners could provide direction to staff to revise the proposed ordinance to reflect the previous ordinance and set a date specific meeting to consider approval to forward to the Town Council.

Commissioner Clarkson asked if staff could research the option of including three plants to be grown outdoors.

Motion by Nichols, seconded by Clarkson, to request staff to draft a revised ordinance to allow both indoor and outdoor grow compliant with the new law with reasonable regulations to protect the citizens of the Town of Paradise.

Commissioner Clarkson amended the motion to support staff's recommendation to adopt Planning Commission Resolution No. 17-01, a Resolution recommending Town Council Adoption of Amendments to the Town's Zoning Ordinance Regulations regarding the Cultivation of Marijuana (Paradise Municipal Code Chapter 17.31). **The motion was seconded by Commissioner Nichols.** Ayes of Clarkson, Nichols, Towslee and Chair Groom, Noes of Neumann. Motion passed four to one.

**TOWN OF PARADISE
ORDINANCE NO. _____**

**AN ORDINANCE OF THE TOWN OF PARADISE AMENDING
SECTIONS 17.31.100, 17.31.200, 17.31.300 AND 17.31.500 OF THE PARADISE
MUNICIPAL CODE REGULATING MEDICAL OR NONMEDICAL MARIJUANA
CULTIVATION AND DELIVERY AND PROHIBITING MARIJUANA COLLECTIVES
AND COOPERATIVES**

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

Section 1. Paradise Municipal Code section 17.31.100 is hereby amended to read as follows:

A. The town council finds that the Town of Paradise is not preempted from exercising its traditional police powers in enacting land use and zoning regulations, as well as legislation for preservation of public health, safety and welfare, such as this zoning ordinance prohibiting the establishment and operation of marijuana cooperatives and collectives within the town.

B. The town council finds that the public health, safety and general welfare of the town and its residents necessitates and requires the adoption of this zoning ordinance, prohibiting the establishment and operation of marijuana cooperatives and collectives.

C. This chapter is consistent with the Paradise General Plan in that the general plan, its objectives, policies and goals do not permit or contemplate the establishment or operation of marijuana cooperatives, collectives or similar facilities that engage in dispensing of marijuana for medicinal or recreational purposes.

D. The purpose of this chapter is to expressly regulate the cultivation and delivery of medical marijuana and to prohibit marijuana collectives/cooperatives and dispensaries in all Town of Paradise zoning districts. Such regulation shall apply to all medical and nonmedical marijuana collectives/cooperatives and dispensaries, the delivery of medical or nonmedical marijuana and the cultivation of marijuana except as permitted herein.

~~A. The town council hereby finds that the cultivation of medical marijuana significantly impacts, or has the potential to significantly impact, the town's jurisdiction. These impacts include damage to buildings in which cultivation occurs, including improper and dangerous electrical alterations and use, inadequate ventilation, increased occurrences of home invasion robberies and similar crimes, and nuisance impacts to neighboring properties from the strong and potentially noxious odors from the plants and increased crime.~~

~~B. It is acknowledged that the voters of the State of California have provided a criminal defense to the cultivation, possession and use of marijuana for medical purposes through the adoption of the Compassionate Use Act in 1996 pursuant to Proposition 215 and codified as Health and Safety Code~~

~~§ 11362.5. The Compassionate Use Act ("CUA") does not address the land use or other impacts that are caused by the cultivation of medical marijuana.~~

~~C. The purpose of this chapter is to adopt rules consistent with the Compassionate Use Act and the Medical Marijuana Program Act ("MMPA") commencing with Health and Safety Code § 11362.7 to regulate medical marijuana in a manner that protects the public health, safety and welfare of the community and prevents the adverse impacts which such activities may have on nearby town properties and residents, without interfering with the rights of qualified patients and their primary caregivers to possess or cultivate medical marijuana pursuant to state law.~~

~~D. The Compassionate Use Act is limited in scope, in that it only provides a defense from criminal prosecution for possession and cultivation of marijuana to qualified patients and their primary caregivers. The scope of the Medical Marijuana Program Act is also limited in that it establishes a statewide identification program and affords qualified patients, persons with identification cards and their primary caregivers, an affirmative defense to certain enumerated criminal sanctions that would otherwise apply to transporting, processing, administering or distributing marijuana.~~

~~E. The Compassionate Use Act and Medical Marijuana Program Act do not appear to have facilitated the stated goals of providing access to marijuana for patients in medical need of marijuana, but instead the predominant use of marijuana has been for recreational and not medicinal purposes. As the report issued by California Chiefs Association on September 2009, entitled "California Chiefs Association Position Paper on Decriminalizing Marijuana" states, "[i]t has become clear, despite the claims of use by critically ill people that only about 2% of those using crude Marijuana for medicine are critically ill. The vast majority of those using crude Marijuana as medicine are young and are using the substance to be under the influence of THC [tetrahydrocannabinol] and have no critical medical condition." (California Chiefs Association's Position Paper on Decriminalizing Marijuana, available at the Community Development Department.)~~

~~F. Facilities purportedly dispensing marijuana for medicinal purposes are commonly referred to as medical marijuana dispensaries, medical marijuana cooperatives, or medical marijuana collectives; however, these terms are not defined anywhere in the Compassionate Use Act nor Medical Marijuana Program Act. Significantly, nothing in the CUA or the MMPA specifically authorizes the operation and the establishment of medical marijuana dispensing facilities.~~

~~G. Further, neither the CUA nor the MMPA require or impose an affirmative duty or mandate upon local governments, such as the town, to allow, authorize or sanction the establishment and the operation and establishment of facilities dispensing medical marijuana within their jurisdictions. Moreover, the Compassionate Use Act did not create a constitutional right to obtain medical marijuana.~~

~~H. It is critical to note that neither Act abrogates the town's powers to regulate for public health, safety and welfare. Health and Safety Code § 11362.5(b)(2) provides that the Act does not supersede any legislation intended to prohibit conduct that endangers others. In addition, Health and Safety Code § 11352.83 authorizes cities and counties to adopt and enforce rules and regulations consistent with the Medical Marijuana Program Act.~~

~~I. On August 25, 2008, Edmund G. Brown, the California Attorney General issued "Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use" ("the Attorney General Guidelines"), which sets regulations intended to ensure the security and non-diversion of marijuana grown for medical use by qualified patients. Health and Safety Code § 11362.81(d) authorizes the Attorney General to "develop and adopt appropriate guidelines to ensure the security and non-diversion of marijuana grown for medical use by patients qualified under" the Compassionate Use Act. Nothing in the guidelines imposes an affirmative mandate or duty upon local governments, such as the town, to allow, sanction or permit the establishment or the operation of facilities dispensing medical marijuana within their jurisdictional limits.~~

~~J. Marijuana remains an illegal substance under the Federal Controlled Substances Act, 21 U.S.C. § 801, et seq. and is classified as a "Schedule I Drug," which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for its use under medical supervision. Furthermore, the Federal Controlled Substances Act makes it unlawful for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense marijuana. The Controlled Substances Act contains no statutory exemption for the possession of marijuana for medical purposes.~~

~~K. Pursuant to the town's police powers authorized in Article XI, Section 7 of the California Constitution, as well as under the Paradise Municipal Code, the town has the power to regulate permissible land uses throughout the town and to enact regulations for the preservation of public health, safety and welfare of its residents and community. And, pursuant to Government Code § 38771 the town also has the power through its town council to declare actions and activities that constitute a public nuisance.~~

~~L. The town council finds that neither the CUA nor the MMPA preempts the town's exercise of its traditional police powers in enacting land use and zoning regulations, as well as legislation for preservation of public health, safety and welfare, such as this zoning ordinance prohibiting the establishment and operation of medical marijuana cooperatives and collectives within the town.~~

~~M. The town council finds that the public health, safety and general welfare of the town and its residents necessitates and requires the adoption of this zoning ordinance, prohibiting the establishment and operation of medical marijuana cooperatives and collectives, in order to: (a) protect and safeguard against the detrimental secondary negative effects and adverse impacts of facilities dispensing medical marijuana; (b) preserve and safeguard the minors, children and students in the community from the deleterious impacts of medical marijuana facilities; and (c) preserve the town's law enforcement services, in that monitoring and addressing the negative secondary effects and adverse impacts will likely burden the town's law enforcement resources. The town council further finds that due to the negative secondary effects and adverse impacts of facilities dispensing medical marijuana, the establishment and the operation of these facilities will negatively impact the town.~~

~~N. This zoning ordinance is consistent with the Paradise General Plan in that the general plan, its objectives, policies and goals do not permit or contemplate the establishment or operation of medical marijuana cooperatives, collectives or similar facilities that engage in dispensing of marijuana for~~

~~medicinal purposes.~~

SECTION 2. Paradise Municipal Code section 17.31.200 is hereby amended to read as follows:

17.31.200 Applicability.

- A. Nothing in this chapter is intended, nor shall it be construed, to burden any defense to criminal prosecution under the Compassionate Use Act.
- B. Nothing in this chapter is intended, nor shall it be construed, to make legal any cultivation, sale, or other use of medical ~~or nonmedical~~ marijuana that is otherwise prohibited under California law.
- C. Nothing in this chapter is intended, nor shall it be construed, to preclude any landlord from limiting or prohibiting medical ~~or nonmedical~~ marijuana cultivation by tenants.
- D. Nothing in this chapter is intended, nor shall it be construed, to exempt any activity related to the cultivation of medical ~~or nonmedical~~ marijuana from any applicable electrical, plumbing, land use, or other building or land use standards or permitting requirements.
- E. All cultivation of medical ~~or nonmedical~~ marijuana within the town shall be subject to the provisions of this chapter.

SECTION 3. Paradise Municipal Code section 17.31.300 is hereby amended to read as follows:

17.31.300 Definitions

As used in this Chapter the following definitions shall apply:

- A. “Authorized Grower” means a person 21 years and older who is authorized by, and in compliance with state law to cultivate marijuana indoors for personal or medical use.
- B. “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, trimming, or otherwise processing of marijuana plants or any part thereof.
- C A. "Director" means the Town of Paradise planning director or his or her designee.
- D. “Fully enclosed and secure structure” means a fully-enclosed space within a building that complies with the California Building Standards Code (“CBSC”), as adopted in the Town of Paradise, or if exempt from the permit requirements of the CBSC, that has a complete roof, a

foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, is accessible only through one or more lockable doors, and is not visible from a public right-of-way. Walls and roofs must be constructed of solid materials that cannot be easily broken through such as two inch by four inch nominal or thicker studs overlaid with three-eighths inch or thicker plywood or the equivalent. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement. If indoor grow lights or air filtration systems are used, they must comply with the California building, electrical, and fire codes as adopted in the Town of Paradise.

E. "Immature marijuana plant" means a marijuana plant, whether male or female, that has not yet flowered and which does not yet have buds that are readily observed by unaided visual examination

F. "Indoors" means within a fully enclosed and secure structure as that structure is defined above in subsection D.

G. Marijuana" means marijuana as defined in Health and Safety Code section 11018.

H. ~~C~~ "Medical ~~m~~ Marijuana collective or cooperative" means a collective, cooperative, dispensary, operator, establishment, provider, association, or similar entity that cultivates, distributes, delivers, tests, or processes marijuana for medical purposes relating to a qualified patient or primary caregiver, pursuant to the Compassionate Use Act, ~~and~~ the Medical Marijuana Program Act or for recreational purposes under the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

~~D.~~ "Medical Marijuana cultivation" means the planting, growing and harvesting of marijuana.

~~I~~F. "Mature marijuana plant" means a marijuana plant, whether male or female, that has flowered and which has buds that are readily observed by unaided visual examination.

~~J~~B. "Medical marijuana" means marijuana used for medical purposes in accordance with California Health and Safety Code section 11362.5.

K. "Outdoor" means any location within the Town of Paradise that is not within a fully enclosed and secure structure as defined above in subsection D.

L. "Parcel" means property assigned a separate parcel number by the Butte County assessor.

~~M~~E. "Primary caregiver" means a primary caregiver as defined in Health and Safety Code section 11362.7.

N. Private residence" means a house, apartment unit, mobile home, or other similar dwelling unit.

O G. "Qualified patient" means a qualified patient as defined in Health and Safety Code section 11362.7.

P H. "School" means an educational facility as defined in Health and Safety Code section 11362.768(h).

SECTION 4. Paradise Municipal Code section 17.31.500 is hereby amended to read as follows:

17.31.500 Prohibition.

- A. ~~Medical~~ Marijuana Collectives and Cooperatives as defined in sections 17.31.300~~HD~~ shall be prohibited in all zoning districts within the town. This prohibition shall include the cultivation of marijuana by ~~Medical~~ all ~~M~~marijuana Collectives and Cooperatives.
- B. Except for delivery by a primary caregiver for a qualified patient, the delivery of ~~medical~~ marijuana shall be prohibited within the town. No person shall conduct any mobile ~~medical~~ marijuana delivery service within the town through any means whatsoever. The term "delivery" shall also include the same meaning as set forth in Business and Professions Code section 19300.5 (m) or as amended.
- C. This section shall prohibit all medical ~~or nonmedical~~ marijuana activities for which a State of California license is required. The town shall not issue any permit, license or other entitlement for any activity for which a State of California license is required under the Medical Marijuana Regulation and Safety Act ~~or the AUMA~~.
- D. ~~Outdoor~~ Cultivation of ~~medical~~ marijuana for ~~non-commercial~~ ~~medical~~ or ~~commercial~~ purposes, including ~~indoor and outdoor~~ cultivation by a qualified patient or a primary caregiver ~~or any person~~, shall be prohibited in all zoning districts within the town. No person, including a qualified patient or primary caregiver, shall cultivate ~~indoor or~~ outdoor any amount of ~~medical~~ marijuana in the town.
- E. When authorized by state law, an authorized grower shall be allowed to cultivate marijuana only in a private residence in a residential zone, only indoors, and only for personal use, in compliance with the following regulations:
 - 1. If the authorized grower is a tenant, the Property owner of the residence shall have given written consent to the cultivation of marijuana on the premises.
 - 2. The marijuana cultivation area shall be located indoors within a fully enclosed and secure structure and shall not exceed fifty (50) square feet and not exceed ten feet in height, nor shall it come within twelve (12) inches of the ceiling or any cultivation lighting. Cultivation in a structure on the property of the residence but not physically part of the home shall be permitted, only if it is fully enclosed, secure, not visible from a public right-of-way.

3. Marijuana cultivation lighting shall not exceed one thousand two hundred (1,200) watts in total for the total cultivation area within the residence.

4. The use of gas products such as, but not limited to, CO₂, butane, methane, or any other flammable or non-flammable gas for marijuana cultivation or processing shall be prohibited.

5. There shall be no exterior visibility or evidence of marijuana cultivation outside the private residence from the public right-of-way including, but not limited to, any marijuana plants, equipment used in the growing and cultivation operation, and any light emanating from cultivation lighting.

6. The authorized grower shall reside full-time in the residence where the marijuana cultivation occurs.

7. The authorized grower shall not participate in marijuana cultivation in any other location within the Town.

8. The residence shall include fully functional and usable kitchen, bathroom, and bedroom areas for their intended use by the resident authorized grower, and the premises shall not be used primarily or exclusively for marijuana cultivation.

9. The marijuana cultivation area shall be in compliance with the current adopted edition of the California Building Standards Code section 1203.4 Natural Ventilation or section 402.3 Mechanical Ventilation (or equivalent), as amended from time to time.

10. The building official may require additional specific standards to meet the California Building Code and Fire Code, including, but not limited to, installation of fire suppression sprinklers.

11. The marijuana cultivation area shall not result in a nuisance or adversely affect the health, welfare, or safety of the resident or nearby residents by creating dust, glare, heat, noise, noxious gasses, odors, smoke, traffic, vibration, or other impacts, or be hazardous due to use or storage of materials, processes, products or wastes.

12. No more than six (6) marijuana plants, mature or immature, shall be permitted only for personal use under this Chapter.

13. Marijuana in excess of 28.5 grams produced by plants kept for indoor personal cultivation under this Chapter must be kept in a locked space on the grounds of the private residence not visible from the public right-of-way.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of

competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the proposed ordinance is exempt from environmental review because there is no possibility that its adoption will have a significant effect on the environment.

SECTION 7. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this ___ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Scott Lotter, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, Town Clerk

Dwight L. Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
May 9, 2017**

Agenda Item: 6(a)

Originated by: Colette Curtis, Administrative Analyst II

Reviewed By: Lauren Gill, Town Manager

Subject: Improvements to the Memorial Trailway

Council Action Requested:

Consider authorizing the Town Manager to execute an agreement on behalf of the Town of Paradise with the Gold Nugget Museum to make improvements to the Memorial Trail and rename the trail "Yellowstone Kelly Heritage Trail".

Background:

On July 12, 2016 Bill Hartley, Gold Nugget Museum Board Member and Chairman of the Yellowstone Kelly Heritage Trail Committee, made a presentation to Council regarding Yellowstone Kelly and the possibility of renaming the Trailway in his honor. Council was generally receptive to this idea and directed staff to work with Mr. Hartley and bring back a more detailed proposal.

Discussion:

The Yellowstone Kelly Heritage Trail Committee, in coordination with the Gold Nugget Museum has proposed a major improvement to the Memorial Trail. This improvement would involve erecting a number of plaques to recognize the pioneers who founded and built the Paradise community. An initial series of 12 steel plaques (constructed by a local Paradise business) are proposed to be placed along the trail between Pearson and Elliott Roads. Each plaque would have a photo and brief biography of an individual, family, or group that was instrumental in creating our community. The Committee also proposes renaming the Trailway as the "Yellowstone Kelly Heritage Trail". The full proposal is included with this agenda summary.

During the July Council Meeting, Council expressed the desire for public input on this proposal. While drafting their proposal, the Yellowstone Kelly Heritage Committee conducted public outreach and education, presenting information about Yellowstone Kelly to the Rotary Club of Paradise, the Quota Club, Lions Club, Boys and Girls Club, Gold Nugget Museum Docents, Paradise Chamber of Commerce, Paradise Post Editorial Board, Paradise Citizen's Alliance, and the Chico Women's Club. Feedback from the community regarding the proposed changes has been very positive.

The agreement with the Gold Nugget Museum will finalize the details regarding the plaques. It is expected that the Museum will retain responsibility for installation and maintenance of the plaques on an ongoing basis.

Fiscal Impact Analysis:

Though there will be costs to construct and maintain the proposed plaques, these costs will be paid by the Gold Nugget Museum through donors and sponsorships. This proposal requires no financial contribution from the Town.

Yellowstone Kelly Heritage Trail

Your community-based Gold Nugget Museum is proposing a major improvement to the Memorial Trail through the middle of Paradise along with a new name: the Yellowstone Kelly Trail.

We would like to erect a number of plaques to recognize the pioneers who founded and built our community. We suggest an initial series of 12 steel plaques to be placed along the trail between Pearson and Elliott Roads. These plaques will serve as a testament - for local residents and visitors alike - to those pioneers who walked, talked and lived in Paradise.

Each plaque will have a photo and brief biography of an individual, family, or group that was instrumental in creating our community.

Yours Truly,

Bill Hartley,
Gold Nugget Museum Board Member &
Chairman of the Yellowstone Kelly Heritage Trail Committee.

Contact Phone Number: 514-8167

Educating the Public about Yellowstone Kelly

Presentations:

- Rotary (2)
- Quota Club
- Lions Club
- Boys & Girls Club (3 after school programs)
- Gold Nugget Museum (Docents)
- Paradise Town Council
- Paradise Chamber of Commerce
- Paradise Post Editorial Board
- Paradise Citizen's Alliance
- Chico Woman's Club

Publications:

- Paradise Post
- Billings Gazette
- DogTown Nugget
- Paradise Magazine
- Chico Enterprise Record
- Paradise Magazine
- Tales of the Ridge
- Mountain Valley Living magazine
- Annual Look at Life on the Ridge, a Paradise Post publication.

* future presentation in May to Stirling City Historical Society

Trail Considerations for Signage

Signs will be:

- constructed by Ken's Hitch & Weld in Paradise and Paradise Printing
- made of Steel post and an aluminum plate for sign attachment. All steel will be painted and powder coated and made to resist vandalism.
- secured in concrete footings a minimum of 4' from the asphalt trail.
- maintained by the museum
- all expenses to be paid by the museum. Monies to pay expenses will be through sponsorships/donations
- all work done will be approved by the Town of Paradise

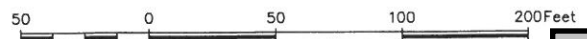


YELLOWSTONE 1849 **KELLY** 1928

The Yellowstone Kelly Heritage Trail Project

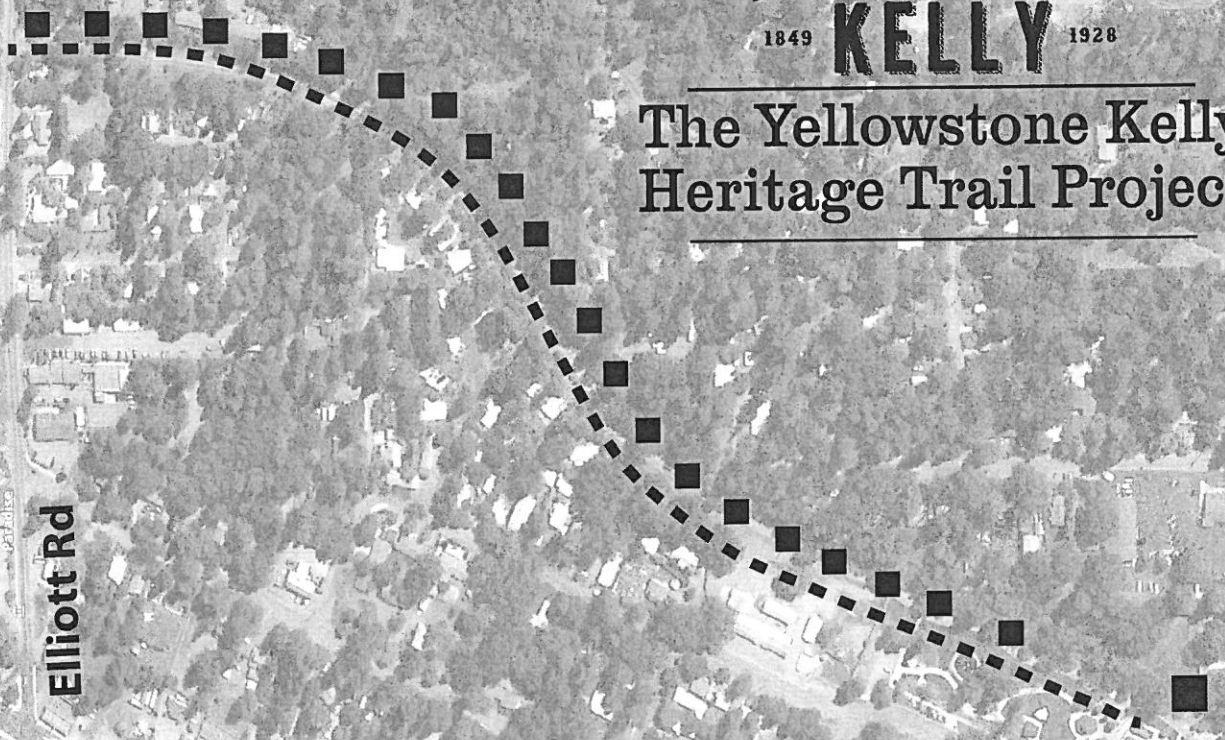


**Paradise's
Forgotten Hero**



(IN FEET)
1 inch = 50 ft.

The Yellowstone Kelly Heritage Trail Project



Elliott Rd

Skyway

Community Park / Depot

Depot to Elliott Rd. Approximately 1/2 Mile

Pearson Rd

Initial Pioneer List

- | | |
|---------------------------|----------------------------|
| Maidu Indians | Sophia & Manoah Pence |
| Yellowstone Kelly * | Emma Diamond Blackburn |
| Bille Family * | Dr. William & Abbey Lovett |
| Dr. William E. Mack | Dr. Newton Enloe |
| William Leonard | Dr. Merritt Horning |
| James & Katherine Pearson | Noble Family |
| Nunneley Family | Heinke Family |
| Sam Neal * | James & Joanna Dresser * |
| Elisha D. Clark | Elliott Family |
| Charles Delaplain | Ware Family * |
| Frances Strong Breese | Wagstaff Family |
| Foster Family | |

* Sponsorships confirmed

Yellowstone Kelly Heritage Trail

List of Pioneers/Families for trail consideration

Maidu Indians- The Maidu Indians lived on the ridge for perhaps 10,000 years as hunters & gathers. Many grinding rocks sites can be found where Indian women gathered with their children to socialize and grind acorns from oak trees and seeds into meal from which they baked bread. The rocks were typically under a tree for shade.

William Leonard (Uncle Billy): Built a sawmill on Berry Creek near Clark & Elliott Road in the 1850's. The sawmill was a refuge for neighboring families during Indian Conflicts. In 1872 there were about 80 residents living at Leonard's mill, later named Paradise following the name suggestion by William Leonard. In 1980 a Post Office was started and officially named "Paradise". Pioneer John Strong became the first Post Master.

James & Katherine Pearson: In 1908 the Pearson Family settled in Paradise near the present day intersection of Clark and Pearson Roads. Katherine was very active in the community and James, formerly a cartoonist for the Denver Post, became the editor of the Paradise Progress Review newspaper. They owned several acres of fruit trees. Pearson Rd is named after the Pearson family.

The Bille Family. John Billie moved his family to Paradise and homesteaded property which later became Bille Park. John's son George Bille became the first secretary of the PID (Paradise Irrigation Dept.) Descendants of the Bille family still reside in Paradise today.

The Nunneley Family: James Nunneley and his family came from Oregon around 1872. Northeast of Leonard's Mill, Nunneley bought 500 acres of railroad land at \$1.25 and acre and traded a span of mules and a buckboard for another 300 acres. The Nunneley's were early founders of the Seventh Day Adventist Church on the Ridge and the street Nunneley was named after the family. James A. Nunneley was the Justice of the Peace 1872-1902.

Sam Neal: In 1845 he blazed the earliest primitive Road up the Ridge for his sawmill on Little Butte Creek, about 1 mile south of Dogtown (today known as Magalia). During the summer months he herded his cattle up from the valley to feed on the Sierra foothill grasses.

John & Hannah Ware: 1850's - 1860's. The first known family to homestead land in Paradise. Many of the early settlers came in search of gold but when they didn't strike it rich they turned to the occupations of farming and harvesting the dense forest. Every family raised vegetables, fruits, and grains, along with hogs, a cow or two and few chickens for their own use. Their son William Ware served as a constable for Kimsheew Township, which includes the Ridge, for 30 years. He and his wife Mary, sometimes kept and fed prisoners in their home overnight before transporting them to Oroville the next morning.

Elisha D. Clark: In 1863 started the first Stage Line on the route to Dogtown (now Magalia), Lovelock, Powellton and Inskip and onto Susanville. Clark Road is named after Elisha Clark.

Charles Delapain: In 1861 he donated land for the first school house. In 1863 a new school house was built on School Lane now know as Elliott Rd. Charles is also remember for digging a ditch from Little Butte Creek to his 160 acres south of Dogtown (Magalia).

Sophia & Manoah Pence: The Pence family built a large, prosperous ranch near Nelson Bar off Pentz Road (Due to a misspelling, the road was named Pentz). After Manoah died, Sophia moved to Paradise and was an advocate for woman's rights through newspaper articles and poetry.

Dr. William E. Mack: The only doctor on the ridge for several years providing patient care at his home. H was the first to recognize that the soil and mild climate would support commercial agriculture. In 1877 he planted 65 acres of olives and built a processing plant. His brand of Highland olives and olive oil proved he was right. His processing plant operated until the 1940's. (One of the first persons to plant olives on the ridge was Joe Curtis in 1888). In 1937, Dr. Mack donated land just across Clark Road from his home to the Masonic Lodge.

Frances (Fannie) Strong Breeze: Frances came to Paradise in 1876 as a young girl on what was called an "accommodation train", cheap transport for migrating families who cooked their own meals on the train along the way. The family home was a large two story on the corner of Pearson and Clark Roads. 1884, Frances at age 17 raised \$21.50 from 28 citizens to help purchase land for a cemetery. The Templars Lodge also donated \$21.50 and the land was purchased from Fannies uncle, Miles H Strong. She "lived for Paradise". Fearless in asking for donations, she also solicited money from Chico and Oroville merchants for a community hall, the swimming pool on Berry Creek and for cemetery improvement. She died in Paradise at the age of 83 and was buried in her beloved cemetery on March 18, 1950.

Emma Diamond Blackburn: Emma moved from San Francisco to Paradise with her husband Julian in 1913. Julian was elected to be the local judge. Emma worked as a seamstress. She always loved reading and had many books and felt Paradise needed a library. In the 1920's she obtained books from the county library in Oroville and set up the first Paradise library in her home.

Foster Family: Charles Foster came to the Ridge in 1871 from Maine. In the 1880's he acquired a quarter section of land south of what would become Orloff (later named Paradise).. Foster Road was named after Charle's son George Foster who started the Paradise Telephone Company that serviced the ridge until the 1950's. His sister Clara was the operator of the phone company for 30 years.

Dr. William Lovett and wife Abbey: In 1895 moved to Paradise with their 3 children and purchased 80 acres of property and planted a large variety of fruit trees. Dr. Lovett started an horse and buggy medical practice and practiced medicine from his home.

Dr. Newton Enloe: In 1921 built the first of two hospitals in Paradise. After several years he closed the hospitals and expanded his Chico Hospital. One of the hospital buildings remain today in the Evergreen Mobile Home Estates.

Dr. Merritt Horning: In 1946 Dr. Horning discussed the Feather River Hospital idea with Dr. Hoiland, Dr. CC Landis, Howard Landis and Jack Bryson. The result was the Feather River Hospital built in the 1950's. It was a 15-bed facility perched on the edge of the Feather Rivers West Branch. In 1960 the hospital was purchased by the Seventh Day Adventists church. The hospital originally was dedicated to help patients recuperate from illnesses and also to better the quality of their lives through improved nutrition and regular exercise programs. This holistic approach to total patient care remains the emphasis today.

The Noble Family: Perry Ethel and son Vincent moved to Paradise in 1921 from the city of Turlock. They bought a 42 acre orchard on Pentz Rd. Perry cleared the land and planted apples, walnuts, carrots, parsnips and turnips. They also raised chickens. The apple orchard produced large crops and the Nobles built a packing shed, coolers for storage and modern methods for picking and handling apples. Today the orchard is run by grandson Jim and his wife Lorrie. They are the last of 50 apple growers on the Ridge.

The Heinke Family: Herman and Bertha Heinke purchased land on Clark Rd. in 1921 and planted fruit trees. In 1925, Bertha and her son Carl, and daughter, Martha, started a fruit-canning business. They canned pears, peaches and tomatoes for stores and bakeries. In 1927 Carl went into partnerships with Mr. Weast, a storekeeper and, and added apple butter, apple jelly, concord grape jelly, apple cider vinegar, canned figs and fig jam. He began making grape juice and apple juice and in 1937 built a cannery to process ridge grown fruit. Carl Heinke's son John and his wife Jean continued the Heinke's Apple Juice brand until 1988.

James & Joanna Dresser: William Dresser arrived in northern California in 1850 and in 1860's his sons Charles and Albert and his brother James followed him to Paradise. Albert went into logging in the Paradise Ridge area and James began an orchard and vineyard. James led a drive to build a new two-room school house to replace the Delaplain School. James was a prolific letter writer and his letters detailed life on the farm in Paradise during the pioneer days. In 1964, William's great-great grandson Sam Dresser and his wife, Joan, arrived in Paradise with their family. Both were teachers in the local school district and have worked on the development of the Gold Nugget Museum.

The Elliott Family: In 1879 Alexander Elliott built his home on lower Neal Rd on land that his older brother Jacob was raising cattle. He piped water from a spring down to a wooden spring house on Neal Rd. for the convenience of travelers. The Elliott house is long gone but around 1950 a stone spring house was built, apparently as a memorial. A century and a quarter later the spring still flows. Elliott Rd. is named after the family who relocated to Cemetery Lane in 1880. Cemetery Lane was rename Elliott Road in 1921.

The Wagstaff family: James and Mary Jane Wagstaff bought a section of land in 1890 and in 1910 bought another 160 acres northwest of Old Paradise in the area of what became Wagstaff Road. They built a ranch and harvested timber. Little information exist on the Wagstaff family although a major road was named after them.

* Information about the above pioneers and their families was obtained from Robert Colby's book, *Images of America, Paradise* and from the Gold Nugget Museum.

* Documents: YK heritage Trail

Sponsorship Levels

Platinum - \$25,000

Yellowstone Kelly Heritage Trail Sponsor

Plaques on every pioneer memorial and on the YK memorial

Acknowledgement on the Gold Nugget Museum website

Media coverage in radio/tv and hard copy publications

Coloring book inclusion – back cover ad

Lifetime membership to the Gold Nugget Museum

Sponsor board on the trail & Museum Exhibit

Presentation acknowledgement

STOTT outdoor advertising

Regional wide promotion through Butte County Tourism

Purchased advertising - customized

Gold - \$10,000

Plaques for four trail pioneers

Acknowledgement on the Gold Nugget Museum website

Color book inclusion - 1/2 page ad

Lifetime membership to the Gold Nugget Museum

Listing on the sponsor board on the trail

Presentation acknowledgement

Silver - \$5,000

Plaques for three trail pioneers

Acknowledgement on the Gold Nugget Museum website

Color book inclusion – 1/4 page Ad

Lifetime membership to the Gold Nugget Museum

Listing on the sponsor board on the trail

Bronze - \$2,500

Plaques for two trail pioneers

Acknowledgement on the Gold Nugget Museum website

Color book inclusion — Business Card Ad

Lifetime membership to the Gold Nugget Museum

Listing on the sponsor board on the trail

Pioneer - \$1,000

Plaque for one trail pioneer

Acknowledgement on the Gold Nugget Museum website

Yellowstone Kelly Heritage Trail Application of Commitment

This application is to confirm my/our commitment to help in the funding of the pioneer memorial plaques to be placed on the YK Pioneer Trail by the Gold Nugget Museum.

Sponsorship Level:

(Please PRINT clearly)

Pioneer(s) I wish to sponsor

(Please PRINT clearly)

Pioneer Name(s) _____

Your Name or Company _____

Signed _____

Date _____

Contact Phone/Email _____

Received by _____

Or mail to:

Gold Nugget Museum, 502 Pearson Rd., Paradise, CA 95969

For more information, call 530-872-8722



The Gold Nugget Museum is a 501 (C) 3 non-profit benefit corporation financed through donations, fundraising and grants. All donations are fully tax deductible to the extent prescribed by law.

YELLOWSTONE KELLY

1849

1928



Yellowstone Kelly Heritage Trail



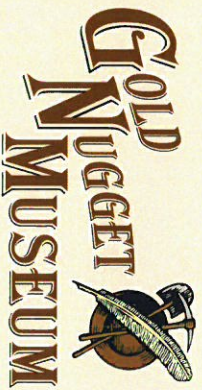
A Project of the
Gold Nugget Museum

Yellowstone Kelly Heritage Trail

Your community-based Gold Nugget Museum is proposing a major improvement to the Memorial Trail through the middle of Paradise, along with a new name: the Yellowstone Kelly Heritage Trail.

We would like to erect a number of plaques to recognize the pioneers who founded and built our community. We suggest an initial series of 12 steel plaques to be placed along the trail between Pearson and Elliott Roads. These plaques will serve as a testament--for local residents and visitors alike--to those pioneers who walked, talked, and lived in Paradise.

Each plaque will have a photo and brief biography of an individual, family, or group that was instrumental in creating our community.



Sponsorships are available. The following individuals and families are suggestions, but others will be considered:

- _____ Maidu Indians
- _____ Yellowstone Kelly
- _____ Bille Family
- _____ Dr. William E. Mack
- _____ William Leonard
- _____ James & Katherine Pearson
- _____ Nunneley Family
- _____ Sam Neal
- _____ Elisha D. Clark
- _____ Charles Delaplain
- _____ Frances Strong Breese
- _____ Foster Family
- _____ John & Hannah Ware
- _____ Sophia & Manoah Pence
- _____ Emma Diamond Blackburn
- _____ Dr. William & Abbey Lovett
- _____ Dr. Newton Enloe
- _____ Dr. Merritt Horning
- _____ Noble Family
- _____ Heinke Family
- _____ James & Joanna Dresser
- _____ Elliott Family
- _____ William Ware
- _____ Wagstaff Family

YELLOWSTONE KELLY

1849

1928

The unique plaques will highlight a walk through Paradise's history. In addition, we plan to create a coloring booklet for young students (perhaps grades 2 through 4), and another color book for older students and adults. We would furnish these booklets free of charge to students whose teachers register with the Gold Nugget Museum for a history walk along the trail.

The booklets and coloring books will also be available at the museum gift shop.



Sample Plaque. 20" x 30"



TOWN OF PARADISE
Council Agenda Summary
Date: May 9, 2017

Agenda No. 6(b)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Measure C Bille Rd Overlay Award Contract

COUNCIL ACTION REQUESTED:

1. Award Contract No. 17-05, Measure C Bille Rd Overlay, to Knife River Construction of Chico, CA in the amount of their Bid of \$120,637.00.
2. Authorize the Town Manager to execute an agreement with Franklin Construction relating to Contract No. 15-01 and to approve contingency expenditures not exceeding 10%.
3. Approve Fiscal Year 2017/18 Measure C Budget Appropriation of \$132,701 for the project.

Background:

On March 28, 2017, during a Measure C Oversight Committee Meeting, the Committee concurred with staff recommendation to proceed preparing a road maintenance project for bid which helps maintain and extend the life of Bille Road between Graham Road and Oliver Road. The proposed project will install a 1.5" asphalt leveling course over the existing roadway followed by 1.2" asphalt overlay. The timing of this road project is especially critical for two reasons: (1) the age and deterioration of the proposed project limits, and (2) the ability to achieve a higher economy of scale with the Town's three other awarded grant projects would be advantageous, should competitive bidding yield a contractor who is already mobilized in Paradise.

On April 11, 2017, Paradise Town Council approved the project plans, specifications and estimate for the subject project and authorized staff to advertise for bids.

Analysis:

The Measure C Bille Rd Overlay was formally advertised for bids on April 12, 2017. The project advertisement was published in the Paradise Post on April 15 and 29, 2017, in compliance with public contract codes. Plans and Specifications were provided to 12 local, regional, and national construction exchanges.

On May 2, three bids were received by the Town Clerk and publicly opened. A list of bids received are shown below:

| | | |
|---|--------------------------|--------------|
| 1 | Knife River Construction | \$120,637.00 |
| 2 | Lamon Construction | \$138,471.60 |
| 3 | Franklin Construction | \$161,616.00 |
| X | Engineer's Estimate | \$120,000.00 |

Staff is recommending award of Contract No. 17-05, Measure C Bille Rd Overlay, to Knife River Construction of Chico, CA, the low bidder, in the amount of their bid of \$120,637.00

Financial Impact:

Funding for the Measure C Bille Rd Overlay 2017 is proposed to come from local Fiscal Year 2017/2018 Measure C funds. The total contract cost is \$120,637.00. A 10% contingency is requested, using Measure C funds, bringing the total cost to \$132,701. A project contingency is needed to account for unforeseen circumstances during the construction process.

Separately, it is important to note the total project price (asphalt, striping, etc) for a 3" overlay is \$25.68 per square yard (does not include any drainage or sidewalk upgrades). In 2016, Town Council awarded the Measure C Road Rehabilitation Project to perform necessary maintenance on deteriorating roads using micro-surfacing treatments. The completed project price for this treatment was \$3.98 per square yard. The juxtaposition between the two projects exemplifies the struggle between treating roads in severely distressed conditions and versus ones that need regular maintenance. Moving forward, a future pavement management program will aid the Town in decision making process by providing pavement condition index targets while considering funding available for road maintenance activities.

Owner-Contractor Agreement

Measure C Bille Rd Overlay Contract No. 17-05

THIS AGREEMENT, made this 10th day of May 2017, in triplicate, between the Town of Paradise ("Town"), and Knife River Construction of Chico, CA, ("Contractor").

ARTICLE I. – WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Town, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees, at Contractor's own proper cost and expense, to do all the project work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the Town, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Town, the project work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2015, the Standard Specifications, dated 2015 (within the Caltrans Standard Specifications, the word "Department" shall mean the "Town") and the Labor Surcharge and Equipment Rental Rates in effect on the date the project work is accomplished, which the special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Notice to Bidders, Special Provisions, Bid Documents, Contract Forms, and Project Exhibits included in this Agreement are dated April 6, 2017 and are entitled:

Bid Book for Measure C Bille Rd Overlay Contract No. 17-05

Which are hereby made part of this Agreement.

ARTICLE II. – The Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the project work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the project work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the project work until its acceptance by the Town of Paradise and for all risks of every description connected with the project work; also for all expenses incurred by or in consequence of the suspension or discontinuance of project work and for well and faithfully completing the project work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit:

Contract Bid Items for Contract No. 17-05

Measure C Bille Rd Overlay

| Bid Item | Item Description | Unit of Measure | Estimated Quantity | Unit Price | Total Amount |
|--------------------------------|--|------------------------|---------------------------|-------------------|---------------------|
| 1 | Mobilization | LS | 1 | \$12,500.00 | \$12,500.00 |
| 2 | Traffic Control | LS | 1 | \$6,000.00 | \$6,000.00 |
| 3 | Conform Grind, 0.17' | SF | 1920 | \$2.00 | \$3,840.00 |
| 4 | HMA 1/2" Leveling Course, 0.10' | TON | 385 | \$100.00 | \$38,500.00 |
| 5 | HMA 1/2" Overlay, 0.15' | TON | 578 | \$88.00 | \$50,864.00 |
| 6 | Thermoplastic Striping Detail 22 Center Line with Recessed Markers | LF | 1930 | \$2.50 | \$4,825.00 |
| 7 | Thermoplastic Striping Detail 27B Edge Line | LF | 3860 | \$0.50 | \$1,930.00 |
| 8 | Thermoplastic Marking, STOP Legend | EA | 6 | \$75.00 | \$450.00 |
| 9 | Thermoplastic Marking, 12" White STOP Bar | EA | 76 | \$3.00 | \$228.00 |
| 10 | Adjust Valves and Covers to Grade | EA | 2 | \$750.00 | \$1,500.00 |
| TOTAL BASE BID AMOUNT = | | | | | \$120,637.00 |

ARTICLE III. – The Town hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the project work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby agrees to pay the same at the time, in the manner and upon the conditions above set forth; and the parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained in this Agreement.

ARTICLE IV. – Contractor certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the project work of this Agreement.

ARTICLE V. – It is further expressly agreed by and between the parties hereto that if there be any conflict between the terms of this Agreement and the bid of the Contractor, then this agreement shall control and nothing herein shall be considered as an acceptance of the terms of the Bid conflicting herewith.

ARTICLE VI. – The Town of Paradise hereby employs Contractor to provide material and to do the project work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions set forth in this agreement.

ARTICLE VII. – The project work required in the performance of this Agreement is an improvement over which the Town of Paradise shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this Agreement. It is further expressly agreed, by and between the terms of this Agreement and the bid of the Contractor that this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the Bid conflicting with this Agreement.

ARTICLE IX. – Notwithstanding any other provision, all claims by the Contractor for \$375,000 or less against the Town shall be subject to the procedures set forth in Public Contract Code sections 20104 to 20104.8; a copy of which is shown below:

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.

20104.2.

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 Contractor's 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.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands the year and date first above written

TOWN OF PARADISE

By _____

Lauren Gill, Town Manager

By _____

Contractor

Licensed in accordance with an act providing for the registration of contractors,

License No. _____

Federal Employer Identification Number _____

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

Dwight L. Moore, Town Attorney

Approved Effective _____

Bond of Faithful Performance

Measure C Bille Rd Overlay
Contract No. 17-05

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____, the Contractor in the contract hereto annexed, as principal, and _____, as surety, are held and firmly bound unto the Town of Paradise in the sum of _____ (\$_____) lawful money of the United States, for which payments, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated _____.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by Contractor, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Town, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the project work of Measure C Bille Rd Overlay, in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the project work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the project work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

Contractor

Surety

Approved as to form:

Town Attorney
Town of Paradise

Certificate of Acknowledgement

State of California
County of Butte

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

Payment Bond

Measure C Bille Rd Overlay
Contract No. 17-05

(Section 3247, Civil Code)

WHEREAS, the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," has awarded to Contractor, _____, hereinafter referred to as "Principal," a contract for the project work described as follows: **Measure C Bille Rd Overlay**.

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ (\$ _____) for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to project work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and Contractor's subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such project work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 2017

By: _____

Principal

By: _____

Attorney-in-Fact

Certificate of Acknowledgement

State of California
County of Butte

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public



**Town of Paradise
Council Agenda Summary
Date: May 9, 2017**

Agenda Item: 6(c)

Originated by: Gina S. Will, Administrative Services Director/Town Treasurer
Approved by: Lauren Gill, Town Manager
Subject: 2017/18 Operating and Capital Budget Status Update

Council Action Requested:

Consider the reported progress on the 2017/18 budget and provide any necessary staff direction.

Background:

The mid-year budget report started the 2017/18 budget cycle. On March 21, 2017, Town Council identified goals and priorities for the upcoming fiscal year. The goals focus on maintaining quality services and ways to diversify revenues for future sustainability.

Staff provided Town Council an update on April 11, 2017, and has now met with the Measure C Citizen Oversight Committee twice regarding the preliminary Measure C budget.

Departments are currently researching and compiling their critical operating needs, and they have been directed to submit their budgets by May 12, 2017.

Discussion:

Preliminary budget projections for 2017/18 show that General Fund revenues, exclusive of Measure C, will grow about 2.6% or \$291,178 for total resources of about \$11.39 million.

Unfortunately costs like CalPERS Pension contributions and Workers Compensation (which the Town has little control over) are growing at higher rates which will strain the General Fund 2017/18 budget. Staff will provide a detailed analysis of these costs and their budget impacts in the final budget report to Council.

Measure C

Given the last direction of Town Council to maintain reserves within Measure C to fund future contingencies and to fund some critical ongoing expenses after Measure C expires, the following preliminary 2017/18 budget has been presented and discussed with the Measure C citizen oversight committee:

| Revenue | | \$1,264,000 |
|---|------------------|--------------------|
| 2nd Police Investigator | \$157,714 | |
| Police Cadet (2) | 46,000 | |
| 3 Police Cars | 100,000 | |
| Replace Roof | 75,000 | |
| Police Body Camera Payments | 5,917 | |
| K9 Program | 13,500 | |
| Enhanced Police Training | 15,000 | |
| Maintain CAL FIRE Contract | 250,000 | |
| Fire Engine 81 & 82 | 167,435 | |
| Increased Hours for Animal Control Officer | 31,000 | |
| Animal Control Operations Support | 29,200 | |
| Maxwell Drive SR2S | 80,000 | |
| Bille Overlay (Fern to Oliver) | 120,000 | |
| 10% Contingency Reserve | 188,000 | (1,278,766) |
| Net Total | | (\$14,766) |

This proposed budget assigns all expected Measure C resources for the 2017/18 fiscal year for these purposes. The resulting and evolving Measure C financial plan is then as follows:

| | | | |
|--------------------------|---------------------------|-------------|-------------|
| Projected Revenues | | | \$7,591,904 |
| Ongoing Commitments for: | Police | \$2,346,091 | |
| | Fire | 2,257,563 | |
| | Animal Control | 335,231 | |
| | Streets | 901,388 | |
| | 10% Fixed Reserve | 752,000 | |
| | Contingency Reserve | 418,631 | (7,010,904) |
| Net Total | | | \$581,000 |
| Options: | Almond Street Multi-Modal | \$388,000 | |
| | Ponderosa SR2S | 193,000 | (581,000) |

| | | | |
|---------------|--|--|-----|
| Net Remaining | | | \$0 |
|---------------|--|--|-----|

Therefore, going into the 3rd year of Measure C, the Town is tentatively leaving about \$1,170,000 for future contingencies or uses after Measure C expiration or about a 15% reserve. Said another way, this is almost 1 year of Measure C receipts.

Fiscal Impact Analysis:

Town Council will be presented with another balanced General Fund budget at the end of the 2017/18 budget process. All other major funds are self-sustaining and staff is working through a long range plan for Animal Control Services stability. Measure C is the key to the Town funding equipment replacement and sustaining high quality services next fiscal year.