



Town of Paradise Town Council Meeting Agenda

September 13, 2016

Date/Time: 2nd Tuesday of each month at 6:00 p.m.

Location: Town Hall Council Chamber, 5555 Skyway, Paradise, CA

Mayor, Jody Jones
Vice Mayor, Scott Lotter
Council Member, Greg Bolin
Council Member, Steve "Woody" Culleton
Council Member, John J. Rawlings

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

- a. Call to Order
 - b. Pledge of Allegiance to the Flag of the United States of America
 - c. Invocation
 - d. Roll Call
- p6 Proclamation acknowledging donation of landscape maintenance of Neal Road/Skyway Gateway from Green Ridge Landscaping
 - p7 Proclamation recognizing Retired Town Clerk Joanna Gutierrez
 - Update on Paradise Sewer Project - Town Engineer Marc Mattox
 - Firewise Presentation by Phil John and Jim Broshears
 - Update on Saddle Fire - Division Chief Hawks
 - p8 2015 Report by Doug Speicher, Northern Recycling and Waste Services Annual Report. NRWS is the Town of Paradise franchisee solid waste, vegetative waste and recycling services provider.

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. p29 Approve Minutes of the June 27 2016 Special Meeting and the August 9 2016 Regular Meeting
- 2b. p39 Approve August 2016 cash disbursements in the amount of \$1,771,873.84.
- 2c. p47 Concur with staff recommendation to file CEQA Notice of Exemptions for the following projects:
- a. Memorial Trailway Class I Enhancements
 - b. Downtown Paradise Equal Mobility Project
- 2d. p58 Staff recommends that the Council accept the Paradise Ridge Chamber of Commerce proposal to administer the Banner Program.
- 2e. p61 Adopt Resolution 16-55, A Resolution authorizing and approving the borrowing of funds for Fiscal Year 2016-2017, the issuance and sale of a 2016-2017 tax and revenue anticipation note therefore, and approving certain other actions related thereto.
- 2f. p75 Authorize the Police Department to award the Police Vehicle Emergency Equipment and Mobile Data Computer (MDC) contract for the 2017 Patrol Vehicles to Lehr Auto Electric, 4707 Northgate Blvd., Sacramento, CA 95834.
- 2g. p121 Adopt Resolution No. 16-56 , A Resolution authorizing the Town Manager to execute a legal services agreement with Peters, Habib, McKenna & Juhl-Rhodes, LLP relating to public nuisance abatement lawsuits.
- 2h. p127 1. Concur with staff's recommendation of Traffic Works to perform professional traffic engineering services for the Skyway/Black Olive

Signalization Project; and, 2. Approve the attached Professional Services Agreement with Traffic Works and authorize the Town Manager to execute, and 3. Authorize the Town Manager to execute additional work orders up to 15% of the contract amount.

2i. p144 Adopt Resolution No. 16-57, A Resolution approving the plans and specifications for the Cypress Curve Realignment Project and authorizing advertisement for bids on the project.

2j. p147 Adopt Resolution No. 16-58, A Resolution approving the revised plans and specifications for the Pearson Rd SR2S Connectivity Project and authorizing advertisement for bids on the project.

2k. p151 1. Award Contract No. 16-13, PPD Siding Repairs 2016, to Ginno Construction of Chico, CA in the amount of their Bid of \$49,122.00; and, 2. Authorize the Town Manager to execute an agreement with Ginno Construction of Chico, CA relating to Contract No. 16-13 and to approve contingency expenditures not exceeding 10%.

2l. p153 Adopt Resolution No.16-59, A Resolution of the Town Council of the Town of Paradise authorizing the execution and delivery of a lease with option to purchase vehicles and equipment, and authorizing certain actions in connection therewith.

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. p165 1. Conduct a public hearing to receive comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program; and, 2. Authorize the Town Manager to submit the CAPER to the Department of Housing and Urban Development. **(ROLL CALL VOTE)**

6. COUNCIL CONSIDERATION

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

6a. p190 Consider adopting Resolution No. 16-___, a Resolution accepting Contract No. 16-05, Measure C Road Rehab Project 2016, performed by VSS, International of West Sacramento, CA. **(ROLL CALL VOTE)**

6b. Paradise Police Department Building Electrical Emergency Update-Informational update only, no action requested.

6c. p193 Adopt Resolutions Rescinding Health Benefit Vesting under Section 22893 of the Public Employees' Medical and Hospital Care Act with respect to recognized employee organizations. **(ONE ROLL CALL VOTE FOR ALL ITEMS)**

1. Resolution No. 16-____, "Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act for participation by members of General Employees Unit"

2. Resolution No. 16-____, "Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act for participation by members of Confidential and Mid-Management Association"

3. Resolution No. 16-____ "Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act for participation by members of Police Officers Association"

4. Resolution No. 16-____ "Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act for participation by members of Police Management and Mid-Management Association"

5. Resolution No. 16-____ "Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act for participation by members of the Management Unit"

6. Resolution No. 16-____, "Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act for participation by members of Paradise Firefighters Association".

6d. p215 Consider Adopting Ordinance No. ___, An Ordinance amending Paradise Municipal Code Title 15 and adopting 2016 California Building Standards Code Title 24, Parts 1-6 and 8-12 with Town of Paradise Amendments. **(ROLL CALL VOTE)**

- 6e.
1. p271 Consider approving Resolution No. 16-___, A Resolution approving job descriptions and revising the personnel structure for certain Town of Paradise positions for the fiscal year 2016-2017; and
 2. Consider approving Resolution No. 16-___, A resolution adopting the amended salary pay plan for Town of Paradise Employees for the fiscal year 2016-17; and
 3. Consider approving an employment agreement between the Town of Paradise and Shelley M. Hernandez for temporary finance services; and
 4. Consider approving a staff recommended budget adjustments for fiscal year 2016-17. **(ROLL CALL VOTE)**

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Due to the General Election, consider changing the time of the November 8th Town Council Meeting to earlier in the day or consider moving the meeting to a different date specific. (LOTTER)
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

8. STAFF COMMUNICATION

- 8a. Town Manager Report
 - Community Development Update

9. CLOSED SESSION

- 9a. Pursuant to Government Code Section 54956.8, the Town Council will hold a closed session with the Town's negotiators relating to an exchange of real property as follows:

Property:

- 951 American Way, Paradise, CA, Assessor Parcel No. 055-180-077
- American Way, Paradise, CA, Assessor Parcel No. 055-180-075 (western portion)

Town Negotiator: Lauren M. Gill

Negotiating Party: M. C. Horning, Jr. - Tom Wrinkle

Issue: Terms-Price

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, on May 14, 2013, the Paradise Town Council accepted a donation of labor and equipment from Green Ridge Landscaping to maintain the Neal Road/Skyway Gateway facility; and

WHEREAS, the donation has freed up several hours per month of labor that was previously provided by the Town's public works staff; and,

WHEREAS, the Neal Road/Skyway Gateway facility provides the south roadway entrance into the Town of Paradise with a stunning visual display of trees and plants to welcome residents and visitors to our Town; and,

WHEREAS, the Paradise Town Council desires to maintain this community asset in the most financially efficient and resourceful manner, as it provides both an economic and aesthetic benefit for the citizens of our community, and,

WHEREAS, the Paradise Town Council greatly appreciates the continued beautification of our community gateway at Neal Road and Skyway.

NOW, THEREFORE, I, Jody Jones, Mayor of the Town of Paradise, recognize Derek Onstein of Green Ridge Landscaping for his generous donation of landscaping services and commend his spirit of volunteerism for the betterment of the Town of Paradise.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 13th day of September, 2016.

Jody Jones, Mayor

WHEREAS, Joanna Gutierrez, after 30 years of service to the Town of Paradise with 28 in the Town Clerk Department, has retired; and,

WHEREAS, Joanna exemplifies all the traits of a successful Town Clerk, having provided a link between the citizens of our community and their local government; being readily available to the Council, the Town staff and the citizenry; demonstrating accuracy and alertness when recording and indexing Council actions; implementing a time-saving agenda management software program; instituting a records retention program; serving at the request of the Town Manger as the Public Information Officer; and, mentoring the professional development of her own staff; and,

WHEREAS, Joanna has had a distinguished career in terms of managing a department that is efficient, ethical, collaborative and customer service oriented; and as a thoughtful professional who performs her duties with a smile;

NOW, THEREFORE, I, Jody Jones, Mayor of the Town of Paradise, hereby recognize Joanna Gutierrez, Town Clerk, for exemplary service to the Town of Paradise, and express appreciation for 30 years of unselfish, dedicated service and devotion to duty that has had, and will continue to have, a valuable and long-lasting positive effect in our community. Joanna will be missed and the very best wishes are extended by the Town Council for continued success in her life's pursuits.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 13th day of September, 2016.

Jody Jones, Mayor



Recycling More

NRWS



www.NorthernRecycling.biz

530-876-3340

530-345-1136

2015 Annual Report for
Solid Waste & Recycling Services
Town of Paradise 5555 Skyway
Paradise, CA 95969

Doug Speicher

4/1/2016

Town of Paradise Overall NRWS Diversion:	58.9%
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Total Solid Waste delivered to Neal Road Landfill:	12,479.6 Tons
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<u>Municipal Solid Waste Tonnage by Line of Business</u>	<u>Tons</u>
Residential	7,046.5
Commercial	3,458.41
Roll Off	1,974.69

Total Recycled / Diverted Materials:	17,891.69 Tons
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<u>Recycling / Diversion Programs:</u>	<u>Tons</u>
Residential Blue Cart Mixed Recycling	3,395.21
Residential Brown Cart Yard Waste Recycling	6,632.59
Commercial Recycling Bin & Cart Service	581.75
Commercial Brown Cart & Bin Yard Waste Recycling	25.42
Temporary Drop Box & Bin Recycling	846.3
Town of Paradise Vegetative Waste Transfer Facility	5,853.75
NRWS American Way Recycling Center	705.72
Town of Paradise Permanent HHW Facility	see page 11

Total Number of Accounts by Line of Business	# Accounts
Residential	9,113
Commercial	645
Roll Off	1,010

A. Solid Waste Collection Services

1) Municipal Solid Waste (MSW) Collected from residential, commercial, and industrial customers.

Residential	Gross Billed	\$3,003,614	7,046.50 tons
Commercial	Gross Billed	\$1,002,879	3,458.41 tons
Industrial (Roll Off)	Gross Billed	\$219,655	1,974.69 tons

2) Municipal Solid Waste (MSW) Disposal Facilities used:

Neal Road Landfill	12,479.60 tons
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3) Number of subscribers by service level:

(Exhibit A: by month & customer listing available on request)

Residential MSW:	# of Accounts
35 gal (sr. rate)	85
35 gal:	5,606
65 gal:	2,265
95 gal:	1,157
Town Approved Waiver (as of 12/31):	201
Opt Out / Occupied w/ No service:	263
Vacant (as of 12/31)	179
Vacation Hold (as of 12/31)	223
Non-Pay locations	16

Commercial MSW:	# of Accounts
35 gal:	86
65 gal:	54
95 gal:	109
2 – 95 gal:	40
35 gal Multi-Family:	54 / 1,562 units
65 gal Multi-Family:	0 / 0 units
1 yd:	6
1.5 yd:	4
2 yd:	158
3 yd:	58
4 yd:	55
6 yd:	21

2015 Annual Report: Town of Paradise

4) Extra Services:

Residential:	Total #	Charges
Extra MSW pickups:	194	\$658.50
Off Route Bulky Pickup	49	\$1,297.00
Off-Street service no-charge:	200	\$0.00
Off-Street service charge:	41	\$1,180.28
Swaps / Repairs (charges)	0	\$0.00
Swaps / Repairs (no charges)	95	\$0.00
Redelivery / Return Cleaning	84	\$1,371.30

Commercial:	Total #	Charges
Extra MSW pickups:	41	\$3,100.00
Bulky Pickup	2	\$55.00
Off-Street / Pull out services	31	\$419.00
Locks	60	\$120.00
Container Cleaning (no charge)	3	\$0.00
Container Cleaning (charges)	0	\$0.00
Swaps / Repairs	82	\$0.00

Rental / Temp Insta-Bins	Total #	Charges
- 4 yard MSW	19	\$2,036.90
- 4 yard Recycle	5	\$433.65
- 6 yard MSW	57	\$8,218.84
- 6 yard Recycle	29	\$2,659.79

5) Number of MSW Compactors:

K-Mart Recycle (Customer owned & Recycle Only)	1 ea 30 yard
Feather River Hospital (Customer owned)	1 ea 25 yard

6) Number of all 2015 debris-box rentals by bin size & material type:

	Total #	Charges
10 yard Inert / Recycle	40 ea.	\$3,119.54
20 yard C&D	1 ea.	\$207.80
20 yard Trash	167 ea.	\$31,670.76
20 yard Recycle	70 ea.	\$0.00
20 yard Green Waste	84 ea.	\$10,301.80
30 yard Trash	203 ea.	\$39,761.28
30 yard Recycle	136 ea.	\$125.52
30 yard Green Waste	37 ea.	\$4,567.64
40 yard C&D	0 ea.	\$0.00
40 yard Trash	120 ea.	\$24,941.70
40 yard Recycle	66 ea.	\$627.60
40 yard Green Waste	24 ea.	\$2,996.86
Compactor empty & returns	62 ea.	\$12,686.56

7) Missed Pickup, Complaint, & Compliment 2015 Summary:
(Exhibit D, E, F list each listed below in the summary)

Missed Pickup Residential:	18 each
Missed Pickup Commercial:	3 each
Complaint Residential:	5 each
Complaint Commercial:	0 each
Compliment Residential:	15 each
Compliment Commercial:	0 each

8) Narrative summary of problems or challenges encountered related to MSW services:

- Private roads continue to be difficult to service due to poor surface conditions and over grown vegetation. NRWS sends crews out to trim vegetation to protect the collection equipment from damages and provide safe collection.
- Residents have expressed concerns with carts on the street all week where customers do not pull away from the curbside.
- Commercial service locations do not have adequate storage spaces for the containers required to implement a comprehensive recycling program.

Recommendations for Town:

- NRWS will continue to work residents to offer solutions related to the issues involved with the Towns narrow private roads and trees. NRWS sends crews out to trim vegetation to protect the collection equipment from damages and provide safe collection.

9) Description of promotional and public education materials created or distributed:

- A. Quarterly Newsletters sent with billing.
- B. Mandatory Commercial Recycling mailers (AB 341)
- C. Recycling and Compost Workshop events
- D. Customer Satisfaction Survey:
- E. General Recycling and Recycling Center Bill Boards
- F. General Recycling and Recycling Center Truck Signs
- G. Recycling Cinema Ads / Newspaper ads

- H. Recycling, Landfill, and Composting Events Signs
- I. HHW/ Recycling Center/ C& D brochures
- J. Composting Guide for homeowners
- K. Recycling / Yard Waste /HHW calendars
- L. Single Stream Recycling Guide and posters both residential and commercial
- M. Waste Audits guide and reports
- N. Various sponsorship recycling ads / posters
- O. Permanent Beverage containers stickers and logos
- P. Additional printed materials.
- Q. Radio and TV ads for Tire Recycling and Oil Recycling
- R. Maintained NRWS web-site to reflect changes related to Town services related to solid waste & recycling.
- S. Staffed educational booths at Gold nugget Days, Chocolate Fest, 24 Hour Relay, Cruisin Paradise, July 4th Parade and Festival, and Johnny Apple Seed Days.
- T. AB 1826 Organics Commercial survey visits at customer locations.

NRWS Public education as reported in years past is a successful program. Additional public education and outreach highlights include: NRWS Recycling Website continuously updated with new outreach material, NRWS active on Facebook and Twitter. Multifamily, residential, commercial and industrial brochures updated and reprinted. Recycling guide: all print outreach continues to be on 100% post-consumer recycled paper. Membership in NCRA, CRRA, CRRC, and USCC: CAW and CPSC support, working with GAIA for local thrift store material reuse: Presented at and attended various conferences / workshops, including CRRA, SAC, NCRA & CRRC. Working with Butte County on local initiatives, including climate action and renewable energy projects; advising on plastic bag bans: Compiled recycling results for specific businesses, special events, multi-family complexes: Continued business outreach; businesses recognized with recycling awards; green business assessments: Educated public on problems and solutions for hot issues like plastic bags, organics, and mandatory recycling: Worked with Town staff to put together grants to CalRecycle, KAB, and EPA. Provide tours of transfer station / MRF outreach presentations: working with teachers, students and staff at each PUSD and various private schools: Set up outdoor classroom, orchard, garden and compost for PCMS: Continued to delve into recycling options for various difficult-to-recycle materials: Continued partnership with Project Save to reuse hospital equipment and non-prescription medications: Multimedia outreach; web and social media, truck signs, local paper ads, Recreation Guide, letters in support of recycling legislation: Provide articles for Ridge Business Journal: Worked with Chocolate Fest on successful Zero Waste Event, working on increased diversion for all events.

10) Summary of Hazardous Waste records required under sections 8.02.C and 8.02D:

This section refers to Hazardous Waste detected in a load checking program and excluded from the trash stream prior to placing in the landfill.

NRWS utilizes Neal Road Landfill exclusively for the disposal of trash from the Town of Paradise. There were no Hazardous Wastes reported to us as detected in Load Check programs on loads delivered from the Town of Paradise.

B. Recyclable Materials and Yard Waste Services

1) Total tons diverted by each program / service:

Residential:

Curbside / Blue Cart Recycling:	3,395.21 tons
Yard Waste / Brown Cart Recycling:	6,632.59 tons

Commercial:

Blue Cart & Bin Recycling:	581.75 tons
Yard Waste / Brown Cart Recycling:	25.42 tons



Curbside mixed recyclables: All sorted material in the 2015 calendar year was processed in our Napa sorting facility. Separated and prepared recyclables were shipped to various mills for.

Composition based on sorting combined single stream source is consistent as in years prior:

Aluminum:	.82%
Cardboard:	17.23%
Glass:	22.25%
Paper:	45.6%
Plastic:	7.62%
Metal:	6.48%

Organic Yard Waste Materials: Throughout 2015, the yard waste materials were processed at the Earth Worm Soil Factory on Neal Road. All curbside yard waste collected in Paradise is currently processed into high quality gardening compost.

2) Number of accounts for each program / service, number and size of container by recycled type.

Residential:	Accounts	Container
Curbside Blue Recycling 65 Gal carts:	656	684
Curbside Blue Recycling 95 Gal carts:	8,403	9,297
Curbside Brown Yard Waste 65 Gal carts:	3	4
Curbside Brown Yard Waste 95 Gal carts:	8,907	14,768
Commercial:	Accounts	Container
Curbside Blue Recycling carts:	454	991
Curbside Blue Rec Multi-family carts:	43	1,392
Yard waste Brown carts:	244	442
Yard Waste Brown Multi-family carts:	36	1,147
Cardboard / Mixed recycling:	Accounts	Container
2 yard	93	94
3 yard	8	8
4 yard	81	85
6 yard	23	31

3) Participation and set-out rates:

Residential even / odd week pickup:	
Curbside Recycling:	91%
Yard Waste:	65%
Commercial even /odd week pickup:	
Curbside Recycling	98.5%
Yard Waste:	55 % (estimated)
Cardboard:	100%



NRWS trucks are equipped with arm lift counters and drivers record the number of container lifts and the data base compares to determine a set-out rate.

4) Recyclable Material sales revenue by material type: NRWS continues to market at \$50 per ton as mixed recyclables to our inter-company sorting facility.

Mixed Recyclables & Cardboard: \$50 per ton @ 3,976.75 tons = \$198,837.50

Yard waste: We are charged for processing at the Compost Facility.

5) Summary Assessment for Curbside Recycling:

During 2015, NRWS continued to push for increased commercial, school, multi-family and residential recycling and educated customers through various outreach activities and new program planning.

CalRecycle methodology of reporting indicates that Paradise diversion exceeds the state base rate. In addition, Paradise's annual EAR to CalRecycle assigns a rate of 3.8 lbs. per person with our target being 4.8 lbs. per person.

Residentially, nearly all customers have recycling and yard waste containers.

The curbside collection recycling program in Paradise continues to expand with residents and businesses.

Public Education is and always will be an ongoing effort and site visits are the most common and effective manner to reach the commercial customers in order to promote motivation for business owners / managers to lead recycling efforts, and maximizing employee participation. Waste audits are done to a reasonable extent upon each site visit, with a full scale audit available upon request or for repeat contamination occurrences. Each commercial business is visited annually to address any concerns and changes in service needs. Multifamily and Mobile Home Parks are visited quarterly and are provided with all mailed out educational material that goes to residential customers.

NRWS transfers all of the mixed recycling to the Napa sorting facility. NRWS is currently processing source separated cardboard, aluminum, and plastics within the Paradise facility.

C. Town of Paradise Vegetative Facility:

1) Total number of 2015 Facility Users:

Total Vehicle count: 18,338

2) Incoming Material:

2015 Total	Yards	Tons
	59,764	7,191

3) Summary Assessment: The Facility is a benefit to the Town and has helped in conjunction with the curbside collection program to offer alternative options for outside burning and landscapers. This facility is also open to un-incorporated County residents.

The Facility continues to separate the limb wood and brush from the leaves and pine needles. The wood is ground with a horizontal grinder and transported to a co-gen facility in Anderson, Lincoln, or Woodland. The leaves and needles are sent to the Earthworm Soil Factory or to a grinding facility in Durham to become compost.

As reported in previous reports, improvements to the Facility are necessary to remediate storm water issues and the safety of those visiting the facility. Changes in customer tipping areas have improved the safety and environmental compliance. Pricing will require ongoing analysis as the fuel markets have been unstable. Environmental Health has been inspecting the facility and in the wet weather, it has been noted of the water pooling. As reported in previous reports, the facilities future utilization will require improvements with a solid surface tipping floor and storm water retention.

D) NRWS Recycle Center

1) Total number of visitors in 2015: 14,408

2) Material processed / handled:

Aluminum:	86.26 tons
Glass:	293.94 tons
Plastic:	53.94 tons
Metal:	218.7 tons
Batteries	13.87 tons
Oil & Anti-Freeze	23.83 tons
Inerts / Concrete	92.40 tons
E-Waste	161.62 tons

3) Summary Assessment: The American Way Recycle Center is open Monday through Saturday 9am – 4pm and is the only full serve Recycling Facility on the Ridge. The Facility has proven to be a vital component of the Town’s recycling programs. NRWS also assists California Vocations in operating the COVE Recycle Center at Wagstaff and Skyway. In addition to the common California Redemption Value materials, the center also accepts free household & automotive batteries, medical sharps, all electronic & universal waste with battery or cord, used oil, antifreeze, scrap metal, appliances, concrete, and mixed recyclables.

E) Town of Paradise Permanent Household Hazardous Waste Facility:

- 1) Total number of Facility users: 2,345 (Open 52 days in 2015)

Material Handled

Latex Paint (bulked)
Paint related Materials
Flammable Liquids
Misc. Lab Pack-Toxics
Misc. Lab Pack – Acid
Misc. Lab Pack – Alkaline
Misc. Lab Pack – Flammable Liq.
Non-RCRA Lab Pack
Flammable Aerosols Lab Pack
Corrosive Aerosols
Toxic Aerosols Lab Pack
Non RCRA Liquids
Grease
Roofing Cement
Aerosols (Paint)
Fluorescent Lamps
Compact fluorescent lamps
Misc. Fluorescents
Household batteries
Ballast lab pack

- 2) Summary Assessment: This Facility has offered the Ridge a safe and convenient opportunity for residents to properly dispose of hazardous materials. Many materials received are recycled such as the latex paint, fluorescents, and batteries. This facility is one component that completes the Town's comprehensive solid waste and recycling programs. NRWS staffing has been trained and are operating the facility. Public education has been focusing efforts on notifying the customers of the do's and the don'ts related to what materials and volumes the facility accepts and how to transport safely.

The facility also has a re-use program that collects like new or original products that have been dropped off at the HHW for disposal and makes those products available to residents one day per month for free. This encourages utilization of our resources and embraces a closed loop program.

F) Town Drop Off Collection Events in 2015

NRWS continued the comprehensive special event program in 2015, this program includes the continuation of the Zero Waste food scrap composting program at the Chocolate Fest and the Dutch Oven Cook-off/Cowboy Poetry Event.

In addition to many materials that are accepted free of charge at the NRWS American Way facilities, NRWS hosted a number of Free Drop Off Collection Events in 2015. The events were geared to divert materials from the landfill, manage illegal dumping, insect vector control, and/or outdoor burning.

January: Free Christmas Tree Drop Off at the American Way facility through the entire month of January.

January 17th: NRWS opened the HHW Re-Use Center.

March 28th: Free Tire Amnesty Day.

May 5th – 9th: The American Way Yard Waste Transfer Facility held a Free Yard Waste Drop Off program for the start of the spring season.

October 24th: Free Tire Amnesty Drop Off Day.
During this event we took in 2,193 tires.

October 27th - 31th: The American Way Yard Waste Transfer Facility held a Free Drop Off Day.

G) Overall Summary Program Assessment:

The Town of Paradise has world class solid waste and recycling programs. The community has embraced the programs and the culture here has shifted to promote a sustainable future.

Program Recommendations:

- With the increased storm water monitoring regulations the Town will be required to make the improvements necessary to continue to operate the American Way Yard Waste Transfer Facility. NRWS continues to actively pursue grant opportunities to incorporate improvements with new composting technology.

- AB 1826 Organics Diversion Compliance starts rolling out to remove organic materials such as food waste from going to the landfill. This is a program that phases in throughout the upcoming years. NRWS will be working with Town Staff and Solid Waste Committee with the plans to remain in compliance with consideration of the cost to the ratepayers. NRWS has partnered with Northstate Rendering to process the food waste that will be collected in the future.
- NRWS will present to Town Staff and Solid Waste Committee programs and goals in upcoming extension discussions.

Attachments:

Exhibit A: 2015 Residential Accounts & Services by Month

Exhibit B: 2015 Commercial Accounts & Services by Month

Exhibit C: 2015 Roll Off / Industrial Accounts & Services by Month

Exhibit D: 2015 NRWS Complaint Log

Exhibit E: 2015 Compliment Log

Exhibit F: 2015 Missed Pick-up Log

Exhibit G: 2015 Permanent Household Hazardous Waste Facility
Usage Log

Exhibit H: 2015 Material Handled by Type and Line of Business

	2009	2010	2011	2012	2013	2014	** 2015**												Max Year to date
	Annual	Annual	Annual	Annual	Annual	Annual	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	
Total Residential Customers- MSW																			
Number of households - Paradise	8,056	8,298	8,913	8,977	8,985	9,087	9,076	9,038	9,082	9,121	9,100	9,129	9,115	9,097	9,109	9,125	9,100	9,113	9,129
Total Containers - Town	8,151	8,393	8,854	9,070	9,075	9,158	9,168	9,125	9,170	9,203	9,181	9,212	9,198	9,179	9,192	9,209	9,184	9,198	9,212
# of households - 35 gallon (sr. rate)	103	94	94	94	89	87	87	86	86	86	86	86	86	86	86	85	85	85	87
Containers out	103	94	94	94	89	87	87	86	86	86	86	86	86	86	86	85	85	85	87
# of households - 35 gallon Town	4,776	5,006	5,369	5,518	5,556	5,597	5,614	5,574	5,608	5,628	5,620	5,635	5,615	5,605	5,606	5,614	5,603	5,606	5,635
Containers out	4,819	5,051	5,412	5,561	5,601	5,640	5,657	5,614	5,649	5,668	5,657	5,673	5,652	5,642	5,644	5,653	5,643	5,646	5,673
Containers out	0	0	0	358	197	148	148	143	0	0	0	0	0	0	0	0	0	0	146
# of households - 65 gallon Town	2,129	2,158	2,235	2,262	2,223	2,253	2,247	2,247	2,256	2,267	2,254	2,257	2,267	2,266	2,278	2,280	2,267	2,265	2,280
Containers out	2,143	2,170	2,248	2,274	2,234	2,262	2,258	2,257	2,266	2,277	2,264	2,268	2,279	2,277	2,289	2,291	2,276	2,276	2,291
# of households - 95 gallon Town	1,048	1,040	1,080	1,096	1,117	1,130	1,126	1,131	1,132	1,140	1,140	1,151	1,147	1,140	1,139	1,146	1,145	1,157	1,157
Containers out	1,086	1,078	1,100	1,138	1,151	1,187	1,166	1,168	1,169	1,174	1,174	1,185	1,181	1,174	1,173	1,180	1,178	1,191	1,191
# of households - wavier APN share	0	0	163	182	186	208	208	208	209	205	206	205	201	200	200	201	201	201	209
# of households - wavier expired code enforcement to handle	193	95	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of households - vacant	285	501	444	243	252	197	203	202	204	204	205	202	204	205	203	194	183	179	205
# of households - vacation hold	2	2	51	214	223	236	236	232	232	234	233	229	228	225	225	226	225	223	236
# of households - opt out of service	384	394	223	254	261	242	238	235	229	238	251	239	246	265	246	255	259	263	265
# of households - off street service	3	3	70	83	85	88	84	82	76	80	81	82	85	83	84	84	85	85	85
# of households - non pay	17	29	42	39	42	22	23	23	22	22	22	19	19	19	19	17	17	16	23
Total Households - Recycling																			
Number of households - Paradise	8,006	8,637	8,848	8,910	8,933	9,014	8,981	9,007	8,360	9,051	9,040	9,071	9,065	9,045	9,057	9,074	9,052	9,059	9,074
Total containers - Town	8,772	9,049	9,495	9,703	9,762	9,884	9,854	9,888	9,221	9,939	9,940	9,963	9,963	9,941	9,967	9,993	9,973	9,981	9,993
# of households - 65 gallon Town	574	769	761	745	700	652	649	648	3	667	682	660	664	662	660	660	653	656	667
Containers out	603	809	797	778	727	677	675	674	3	692	687	685	691	689	687	687	681	684	692
# of households - 95 gallon Town	7,432	7,502	7,940	8,160	8,233	8,362	8,332	8,359	8,357	8,384	8,378	8,411	8,401	8,383	8,397	8,414	8,399	8,403	8,414
Containers out	8,169	8,240	8,698	8,931	9,035	9,207	9,179	9,214	9,218	9,247	9,253	9,278	9,272	9,252	9,280	9,306	9,292	9,297	9,306
Total Yardwaste Customers																			
Number of households - Paradise	7,872	8,135	8,544	8,854	8,902	8,998	9,004	9,006	9,026	9,058	8,856	8,927	8,914	8,891	8,864	8,927	8,905	8,910	9,058
Total containers Town	12,631	13,055	13,672	14,032	14,272	14,538	14,577	14,596	14,629	14,680	14,666	14,724	14,712	14,677	14,657	14,785	14,772	14,772	14,785
# of households - 95 gallon Town	7,870	8,133	8,542	8,724	8,900	8,996	9,002	9,003	9,024	9,056	8,854	8,925	8,912	8,888	8,861	8,924	8,902	8,907	9,056
Containers out	12,627	13,051	13,668	13,886	14,268	14,535	14,574	14,591	14,626	14,677	14,663	14,721	14,709	14,673	14,653	14,781	14,768	14,768	14,781
# of households - 65 gallon Town	2	2	2	2	2	2	2	3	2	2	2	2	2	3	3	3	3	3	3
Containers out	4	4	4	4	4	3	3	5	3	3	3	3	3	4	4	4	4	4	5

Town of Paradise Commercial Accounts Services by Month

	2009 Annual	2010 Annual	2011 Annual	2012 Annual	2013 Annual	2014 Annual	** 2015 **												Year to Date
							January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	
Total Commerical Accounts MSW - Town	621	620	636	654	652	651	647	665	657	647	643	651	648	647	643	642	648	645	665
Total Accounts on MSW service - bin																			
Total Commerical accounts Town	310	309	305	288	303	300	301	306	303	303	303	308	305	308	300	299	301	302	308
Total bins Town	327	328	322	314	319	315	316	321	318	318	318	323	321	321	315	314	316	317	323
# of accounts 1 yd Town Containers out	6 7	6 7	6 7	6 6	6 8	6 8	6 6	6 6	6 6	6 6	6 6	6 6	6 6	6 6	6 6	6 6	6 6	6 6	6 6
# of accounts 1.5 yd Town Containers out	2 2	2 49	2 51	2 2	3 55	3 3	3 3	3 3	3 3	3 3	5 5	5 5	4 4	4 4	4 4	4 4	4 4	4 4	5 5
# of accounts 2 yd Town Containers out	177 185	174 182	169 177	187 174	163 169	156 162	156 162	157 163	156 162	156 162	156 162	158 164	159 185	180 186	157 163	157 163	157 163	158 164	160 166
# of accounts 3 yd Town Containers out	50 57	54 61	54 61	53 60	58 65	59 65	59 65	58 64	59 66	59 65	59 63	59 62	58 64	57 64	57 62	56 62	56 62	55 64	60 66
# of accounts 4 yd Town Containers out	51 52	50 51	56 57	53 54	54 58	58 60	59 61	65 65	61 61	61 81	61 61	64 61	60 59	59 59	59 59	58 58	58 58	57 57	65 65
# of accounts 6 yd Town Containers out	24 25	23 24	18 19	18 19	19 20	18 19	18 19	19 20	19 20	20 21	20 21	20 21	21 22	21 22	20 21	20 21	22 23	21 22	22 23
Total Serviced Accounts on MSW service - cart																			
Total commerical - Paradise	315	325	338	356	349	351	346	359	354	344	340	343	343	341	343	343	347	343	359
Total containers - Town	1,891	1,918	1,925	1,945	1,942	1,975	1,957	1,975	1,973	1,953	1,947	1,952	1,957	1,956	1,956	1,957	1,961	1,970	1,975
# of accounts 35 gallon Town Containers out	78 101	81 105	92 115	101 127	94 118	98 117	93 114	96 116	93 114	93 114	90 110	90 110	89 109	88 108	88 110	90 113	87 110	86 110	96 116
# of accounts 35 gallon Multi-family - Town Containers out	52 1,531	52 1,531	52 1,524	52 1,524	53 1,542	54 1,560	54 1,561	55 1,561	54 1,561	54 1,560	54 1,560	54 1,559	54 1,562	54 1,563	54 1,564	54 1,564	50 1,552	54 1,562	55 1,564
# of accounts 65 gallon Paradise Containers out	48 54	50 71	49 69	53 73	53 74	55 87	55 76	52 71	53 73	51 71	52 72	52 72	53 73	53 73	54 74	54 74	53 73	54 74	55 76
# of accounts 65 gallon Multi-family Town Containers out	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0
# of accounts 95 gallon Town Containers out	94 113	97 119	97 119	97 119	108 122	105 127	104 124	114 141	112 139	104 122	104 123	107 129	107 129	108 128	106 128	106 126	117 144	109 142	117 144
# of accounts 2-95 gallon Town Containers out	45 92	45 92	48 96	44 90	43 88	41 84	40 82	42 86	42 86	42 86	40 82	40 82	40 84	40 84	39 80	39 80	40 82	40 82	42 86
Total Commerical Accounts Recycling																			
Total Commerical Accounts Recycling -Town	691	690	716	719	708	698	704	706	707	708	697	711	695	692	698	699	691	699	711
Total containers - Town	2,576	2,617	2,631	2,615	2,594	2,601	2,610	2,630	2,630	2,631	2,635	2,640	2,582	2,535	2,613	2,611	2,566	2,602	2,640
Total Commerical Bin Accounts Paradise																			
Total bin containers - Town	190	194	203	189	206	201	200	201	200	199	201	206	205	203	200	199	205	205	206
Cardboard																			
# of accounts 2 yd Town Containers out	74 77	73 77	71 75	67 67	65 71	55 60	55 55	55 55	55 55	55 55	55 56	56 56	56 56	56 56	57 57	56 56	56 56	56 56	57 57
# of accounts 3yd Town Containers out	5 5	5 5	5 5	4 4	3 3	3 3	3 3	3 3	3 3	3 3	3 3	3 3	3 3	3 3	3 3	3 3	3 3	3 3	3 3
# of accounts 4 yd Town Containers out	53 57	53 57	51 55	52 56	51 55	51 55	50 54	50 54	50 54	50 54	51 55	52 56	51 55	51 52	50 51	50 51	51 52	51 52	56 56
# of accounts 6 yd Town Containers out	16 16	17 17	17 17	17 17	15 15	11 11	11 11	11 11	11 11	12 12	11 11	11 11	11 11	11 11	11 11	11 11	11 11	11 11	12 12
Mixed Recycling																			
# of accounts 2 yd - Town Containers out	19 20	22 23	21 22	23 24	30 31	36 37	37 38	37 38	35 36	35 36	35 36	37 38	37 38	37 38	37 38	37 38	37 38	37 38	37 38
# of accounts 3 yd - Town Containers out	0 0	2 2	2 2	2 2	3 3	4 4	4 4	5 5	5 5	5 5	5 5	5 5	5 5	5 5	5 5	5 5	5 5	5 5	5 5
# of accounts 4 yd - Town Containers out	18 20	22 25	22 25	24 27	27 31	28 32	28 32	28 32	26 30	26 30	28 32	29 33	29 32	27 30	29 32	29 32	28 31	30 33	30 33
# of accounts 6 yd -Town Containers out	5 9	12 19	11 18	11 18	12 20	13 21	12 20	12 21	13 21	13 21	13 21	13 21	13 21	13 21	13 21	13 21	14 23	12 20	14 23

Town of Paradise Commercial Accounts Services by Month

	2009	2010	2011	2012	2013	2014	** 2015 **												Year	
	Annual	Annual	Annual	Annual	Annual	Annual	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	to Date	
Yardwaste (Fall Temp)																				
# of accounts 4 yd yardwaste	3	5	5	5	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Containers out	3	5	5	5	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of accounts 6yd yardwaste	3	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Containers out	3	5	5	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total accounts participating in cart recycling																				
Total Commerical Accounts Paradise	601	496	513	520	502	497	504	505	507	509	496	505	490	489	498	500	486	494	509	
Total containers - Town	2,377	2,396	2,416	2,401	2,371	2,383	2,401	2,412	2,413	2,415	2,417	2,417	2,361	2,319	2,395	2,394	2,367	2,384	2,417	
# of accounts 65 gallon Town	51	54	56	56	52	55	54	54	54	52	53	53	54	53	53	54	52	52	54	
Containers out	92	114	116	119	90	120	118	132	127	111	117	117	117	115	115	116	114	114	132	
# of accounts 65 gallon (multi-family) Town	33	30	31	30	32	28	28	27	27	26	28	28	28	28	28	28	28	28	28	
Containers out	1,132	1,111	1,121	1,103	1,125	1,112	1,113	1,103	1,103	1,116	1,112	1,112	1,114	1,114	1,114	1,115	1,115	1,115	1,118	
# of accounts 95 gallon Town	399	402	403	413	403	399	403	408	409	412	398	407	391	391	401	402	389	397	412	
Containers out	866	883	872	890	879	871	855	893	885	892	894	893	834	796	879	868	845	860	894	
# of accounts 95 gallon (multi-family) Town	18	18	21	20	15	15	19	16	17	17	17	17	17	17	16	16	17	17	19	
Containers out	285	288	307	288	277	280	315	284	298	294	294	295	296	294	287	295	293	295	315	
Total accounts participating in cart yardwaste																				
Total Commerical Accounts Paradise	#REF!	271	258	322	323	326	281	281	281	282	281	279	280	280	283	280	281	280	283	
Total containers - Town	#REF!	1,476	1,464	1,422	766	797	1,530	1,529	1,532	1,531	1,529	1,530	1,519	1,520	1,527	1,523	1,526	1,526	1,532	
# of accounts 65 gallonTown																				
Containers out																				
# of accounts 65 gallon (multi-family) Town	7	9	9	9	9	9	9	9	8	8	8	9	9	9	7	10	10	10	10	
Containers out	333	332	332	332	328	336	336	336	335	335	335	336	327	327	327	349	387	387	387	
# of accounts 95 gallon Town	228	234	225	246	247	253	246	246	247	248	247	244	245	245	248	247	245	244	248	
Containers out	410	418	404	431	432	458	436	436	441	437	438	440	433	433	442	437	435	442	442	
# of accounts 95 gallon (Multifamily) Town	24	24	24	23	26	23	26	26	26	26	26	26	26	26	26	26	26	26	26	
Containers out	726	726	726	659	741	748	758	757	756	759	756	754	759	760	758	732	702	704	760	

	2009	2010	2011	Annual	Annual	Annual	** 2015 **												Year
	Annual	Annual	Annual	2012	2013	2014	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	to Date
Active accounts	58	61	73	57	74	78	51	54	64	54	61	77	61	66	78	69	56	42	86
MSW																			
# of 10 yd Trash	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of 20 yd Trash	15	13	21	15	13	19	10	16	25	17	17	25	20	29	20	16	18	16	29
# of 30 yd Trash	6	5	7	4	6	3	13	9	13	15	19	20	13	22	22	16	12	6	22
# of 40 yd Trash	10	7	2	5	6	4	6	11	8	7	7	10	8	12	14	8	8	2	14
Mixed Recycling																			
# of 10 yd Recycle	1	1	2	2	1	0	2	1	1	0	4	2	1	3	3	4	1	1	4
# of 20 yd Recycle	2	0	0	1	0	1	2	1	3	2	1	2	2	3	2	1	3	2	3
# of 30 yd Recycle	1	0	1	1	3	1	2	3	2	2	1	3	3	3	3	3	4	4	4
# of 40 yd Recycle	0	0	0	0	1	1	1	1	0	1	0	1	0	2	1	1	3	2	3
Yardwaste																			
# of 20 yd Green Waste	6	4	10	3	8	5	6	7	4	4	7	10	3	7	5	7	3	5	10
# of 30 yd Green Waste	5	3	2	3	1	1	2	0	3	3	1	2	6	3	5	8	1	2	8
# of 40 yd Green Waste	1	2	2	1	1	1	1	1	3	1	2	0	3	0	1	3	1	0	3
Active compactor accounts	5	4	4	4	4	4	4	4	2	2	2	2	2	2	2	2	2	2	4
# of 15 yd	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	1
# of 25 yd	2	2	2	2	0	2	2	2	0	0	0	0	0	0	0	0	0	0	2
# of 30 yd	2	1	1	1	3	3	3	3	2	2	2	2	2	2	2	2	2	2	3

Exhibit: G

Town of Paradise Permanent Household Hazardous Waste Collection Facility 2015
Facility Usage Log of Transactions

County Non-Customer		Paradise Residents	County Customers
1	1/10/2015	24	2
0	1/14/2015	45	4
0	1/24/2015	47	6
1	1/28/2015	32	1
2	2/7/2015	15	4
0	2/11/2015	39	4
0	2/21/2015	35	1
1	2/25/2015	40	4
0	3/7/2015	38	5
6	3/11/2015	19	5
4	3/21/2015	40	4
2	3/25/2015	34	6
2	4/4/2015	37	5
1	4/8/2015	27	2
4	4/18/2015	32	16
0	4/22/2015	43	12
4	5/2/2015	42	9
5	5/6/2015	62	8
1	5/16/2015	35	6
4	5/20/2015	34	10
3	5/30/2015	49	11
3	6/3/2015	40	11
2	6/13/2015	38	7
0	6/17/2015	46	5
2	6/27/2015	39	12
4	7/1/2015	41	8
5	7/11/2015	41	17
2	7/15/2015	48	14
0	7/25/2015	50	7
2	7/29/2015	37	8
4	8/8/2015	10	13
2	8/12/2015	44	9
2	8/22/2015	47	8
2	8/26/2015	45	9
2	9/5/2015	50	6
2	9/9/2015	44	8
3	9/19/2015	35	7
2	9/23/2015	33	4
0	10/3/2015	34	13
1	10/7/2015	35	14
2	10/17/2015	38	6
7	10/21/2015	41	11
2	10/31/2015	41	7
2	11/4/2015	40	2
2	11/14/2015	32	2
2	11/18/2015	24	4
0	11/28/2015	26	1
3	12/2/2015	31	6
2	12/12/2015	24	7
2	12/17/2015	13	4
1	12/26/2015	10	2
2	12/30/2015	29	5
108		1875	362

21%

Total Customers 2015	2345
Town	80%
County	15%
Non-Customers	5%

Exhibit: H

Town of Paradise
ANNUAL WASTE ORIGIN SURVEY AND RECYCLING REPORT

2015

Completed by: Doug Speicher
Phone Number: 530-876-3355

Name of Solid Waste Company: Northern Recycling & Waste Services TOTAL

Report recycled commodities only once. Use initial collection method for purpose of categorization.

DISPOSED MATERIAL						Paradise	Total
Total Residential Customers 12/31						9113	9113
Total Resi Recycling customers						9059	
Total Commercial Customers 12/31						645	645
NRLF Residential - Tons						7046.5	7046.5
NRLF - Commercial - Tons						3458.41	3458.41
NRLF - Roll-Off						1974.69	1974.69
Exported - Residential						0	0
Exported - Commercial						0	0
Exported - Roll-off						0	0
Total Customers	0	0	0	0	0	18817	9758
Total Tons	0	0	0	0	0	12479.6	12479.6
						BRWMA Totals	0

RECYCLED MATERIAL	Recycling Collection Method (Columns B - F)					Total Collected	Percent of Total
	Transfer Station / MRF	Residential Curbside	Commercial	Buy-Back/ Drop-off	Drop-Boxes		
Material Inflow	5853.75	10027.8	607.17			15881.55	
Aluminum		27.47	2.39	68.99		98.85	0.55%
Cardboard		577.34	338.65		10.01	926	5.18%
Glass		756.85	65.81	183.12		1005.78	5.62%
Newspaper						0	0.00%
Mixed Paper		1551.1	134.88		5.59	1691.57	9.45%
PET		74.83	6.5	42.23		123.56	0.69%
HDPE		91.16	7.92	0.88		99.96	0.56%
Other Plastics		93.21	8.11			101.32	0.57%
Scrap Metal		30.95	2.7	174.95	40.07	248.67	1.39%
Bi-Metal		53.4	4.64			58.04	0.32%
Wood Waste						0	0.00%
Yard Waste	5853.75	6632.59	25.42		497.35	13009.11	72.71%
C&D					10.49	10.49	0.06%
Mixed Recyclables					20.04	20.04	0.11%
Electronic Materials				128.7		128.7	0.72%
Inert Material				77.28	262.75	340.03	1.90%
Batteries				10.52		10.52	0.06%
Oil & Antifreeze				19.05		19.05	0.11%
Food waste						0	0.00%
Totals	5853.75	9888.9	597.02	705.72	846.3	17891.69	
Total residuals	0	138.9	10.15				

Estimated percentage of accounts participating in recycling programs: %

Waste Diversion: %	58.9%	Diverted	Actual tons	TOTAL
		17891.69	12479.6	30371.29

**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 3:00 PM – June 27, 2016**

1. OPENING

The special meeting of the Town Council was called to order by Mayor Jody Jones at 3:00 p.m. in the Town Council Chamber located at 5555 Skyway, who led the Pledge of Allegiance to the Flag of the United States of America.

COUNCIL MEMBERS PRESENT: Greg Bolin, Scott Lotter, John Rawlings and Jody Jones, Mayor.

COUNCIL MEMBERS ABSENT: Steve “Woody” Culleton

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight L. Moore, Town Clerk Joanna Gutierrez, Police Chief Gabriela Tazzari-Dineen, Police Lieutenant Stephen Rowe, Building Official/Fire Marshal Anthony Lindsey, Assistant Town Clerk Dina Volenski, Community Development Director/Planning Director Craig Baker, Information/Technology Manger Josh Marquis, Code Enforcement Office Rick Deppe, Code Enforcement Officer Rick Trent

3. COUNCIL CONSIDERATIONS

Police Chief Tazzari-Dineen presented information to the Town Council relating to the public safety threat created by the unlawful use of butane in processing marijuana plants. Chief Tazzari-Dineen introduced two officers from Butte County Sheriff’s Department who further explained the explosive nature of butane gas and recommended that the Town Council adopt the proposed ordinance regulating the sale of butane.

- a. **MOTION by Lotter, seconded by Rawlings,** (1) Waived the entire reading of proposed Town Ordinance No. 562 and approved reading by title only; AND (2) Introduced Town Ordinance No. 562, an Ordinance adding Chapter 8.57 to the Paradise Municipal Code Relating to Butane Resale Regulations. Roll call vote was unanimous; Culleton absent and not voting. (540-16-131)

4. PUBLIC HEARINGS

- a. Mayor Jones announced that the Town Council would conduct a public hearing relating to the Town Building Official’s Notice of Joint Public Hearings to Abate Public Nuisances Relating to Substandard Conditions and for the Removal of Abandoned or Inoperable Vehicles at 6066 Lucky John Road, Paradise, California 95969 (Property), which was served on Anna Everdina Hawks, ET AL, Norma Louise Dearyan, Dixianne Hawks,

Cornelia Waasdorp, Heather Jane Baker, Wendy Jane Baker, Cornelia Gold and David Venus Soloman, owners of the Property, and to consider the following actions:

- a. To determine whether the Property's buildings and grounds are in violation of State Housing Law and the Paradise Municipal Code.
- b. To consider adopting a resolution declaring the Property to be a public nuisance and authorizing the filing of a lawsuit, including a receivership of the Property.
- c. To determine whether there are abandoned or inoperable vehicles located on the Property.
- d. Consider adopting a resolution of the Town Council of the Town of Paradise Declaring Sixteen Vehicles at 6066 Lucky John Rd, Paradise, CA a Public Nuisance and Ordering the Abatement and removal Therefrom.

Council Member Bolin removed himself from the Town Council dais due to a conflict of interest by owning an office complex next to the property located at 6066 Lucky John Road.

Town Attorney Moore is not advising the Council on this matter as he is involved in the prosecution; Mark Habib is serving as Special Counsel for the Town Council.

Town Attorney Dwight Moore informed the Town Council that the Town has been working on this property since February of 2016. The property has 26 serious violations of State Housing Laws, 29 citations have been issued to the property owner over the past 15 years with a total of \$53,800 in fines. To date, no fines have been paid. In February, 2016 the Property was inspected by the Building Official and Code Enforcement Officer resulting in violations of State Housing Codes and Town Public Nuisance laws. There is no operating septic system on the property and there is leaking effluent in the basement of the structure. On May 24, 2016 a notice was sent to the property owners informing them of the hearing today regarding abatement of the property and another public hearing regarding the abandoned vehicles.

Building Official/Fire Marshal Anthony Lindsey reported to Council regarding the process that was followed relating to the property located at 6066 Lucky John Road. The property is 2.38 acres located between Skyway and the Memorial Bike Path. On February 15, 2016 access to the property was requested and denied by the property owner and the court granted an inspection warrant within 24 hours notice given prior to the inspections. The surrounding main residence has various piles of combustible debris and junk in violation of Paradise Municipal Code, Health and Safety Code, fire hazards and potential rodent harborages.

Attorney Moore pointed out that the property was inspected on February 16, 2016 and again on April 4, 2016 and that after comparing the progress on those dates, there was little or no change.

Building Official Lindsey explained: that exits are obstructed, there is overall dilapidation of the building, improper maintenance, the damaged ceiling is a fire hazard, improper water heater venting which could create a dangerous situation for the residence, faulty weather protection allowing moisture and rodents to enter into the building, dry rot, faulty wiring, exposed conductors, fuse box is missing its dead front, breaker laying on the ground. On the back side of the house there is moisture and polluted water pooling in the basement creating an “open cesspool”, an improperly vented drain pipe, dilapidated kitchen fixtures, cabinets and flooring, exposed electrical wiring in multiple locations throughout the structure, there is missing sheetrock above shower creating potential mold and hazardous conditions, open electric sockets throughout the house, combustible materials, blocked entrances creating dangerous situations for emergency responders, a wood stovepipe was punched through ceiling improperly with no spark arrester, lack of smoke and CO2 detectors. In the basement there are open electrical conductors creating shock hazards, and polluted water (possible septic leakage) due to a failed septic system in 2004.

Attorney Moore asked if there were any permits issued since 2004 to correct the failed system. Building Official Lindsey stated that no permits had been issued.

On the other side of the basement there were signs of flooding, but not to the degree of polluted water on other side.

There are 16 abandon vehicles on the property with expired licenses, creating potential hazardous waste of contaminating fluids that are leaking into the soil. Also RV’s and trailers, some occupied during the second inspection, with extension cords from the house providing electricity to the RV/trailers, using five gallon buckets as toilets and disposing on the property in violation of health and safety codes. Sheds and outbuildings with several piles of debris/junk and tires throughout the property creating fire hazards and harboring rodents. The property has several piles of tires, electrical wiring attached to trees, household hazardous waste in several barrels around the property, an outside washing station/shower pan, various appliances outside, two separate locations of unpermitted campfires/rings sitting on tires creating potential hazard of burning rubber.

Attorney Moore stated that based on the presentation and information received from the Building Official, the staff is requesting the authority to file a lawsuit to remedy substandard living conditions on the property.

PUBLIC HEARING PROCEDURE

Mayor Jones announced the Town Council adopted procedure for public hearings as follows:

- a. Staff report to Council (15 minutes total maximum)
- b. Mayor or Presiding Chair opens the hearing for public comment in the following order:
 1. Project proponents or in favor of (15-minute time limit)
 2. Project opponents or against (15-minute time limit)
 3. Rebuttals - when requested

(15-minute time limit or 3 minutes per speaker)

- c. Close hearing to the public
- d. Council discussion
- e. Motion
- f. Vote

The public hearing was opened at 3:50 p.m.

1. Ward Habriel is concerned with improving appearance of property in town to increase property values. Agrees that the property needs to be cleaned up and is in favor of proposed resolution.
2. Greg Bolin, owns property adjacent to subject property, property has been vandalized, contains dangerous materials and other concerning issues.
3. Brian Bell, lives next door, lives in fear of neighbors due to violence, dangerous dog, crime and threats. Unable to sell house due to neighbors, requests Council to move forward.
4. Ron Rostamo, representing property owner, states the home is family property, says the property is not how it was presented today, drainage and issues have been fixed and cleaned up and it is in compliance. Knows of individuals living on property, asks them to keep it clean.

Public hearing was closed at 4:05 p.m.

Motion by Lotter, seconded by Rawlings, determined the Property's buildings and grounds are in violation of State Housing Law and the Paradise Municipal Code and adopted Resolution No. 16-37, A Resolution declaring the Property to be a public nuisance and authorizing the filing of a lawsuit, including a receivership of the Property. Roll call vote was unanimous with Bolin and Culleton absent and not voting. (540-15-16)

4a2 c. To determine whether there are abandoned or inoperable vehicles located on the Property.

d. Consider adopting a resolution of the Town Council of the Town of Paradise Declaring Sixteen Vehicles at 6066 Lucky John Rd, Paradise, CA a Public Nuisance and Ordering the Abatement and removal Therefrom.

Dixieanne Hawks left the meeting/hearing room after being asked to stop disrupting the meeting.

Code Enforcement Officer Rick Trent presented the 16 abandoned vehicles to Council consisting of 10 passenger cars, 3 trucks, 2 motor homes and 1 motorcycle. Some vehicles had plates, others did not, the ones with VIN or plates were checked through DMV and determined to not be currently registered and some were not able to be located. The vehicles had not been moved in a long time and had other issues in addition to not being registered.

Attorney Moore stated that the inoperable, abandon vehicles constitute a public nuisance and requested authorization to remove from property. The resolution states

that the owners have 30 days to remove the vehicles and if they are not removed the Town has authorization to remove the vehicles.

The public hearing was opened at 4:16 p.m.

1. Ward Habriel stated that motor vehicles leak when parked for a long time and create hazardous waste, encouraged Council to approve resolution
2. Brandon Bell stated that some trailers had been missed and were inhabited on the property. Requested that action be taken.
3. Dixieanne Hawks, property owner, asked how an individual was injured by the cars being on the property. Asked that a claim be submitted. Stated that son brings homeless people onto property and that this is a private matter, not a public one.

Attorney Habib informed Ms. Hawks that Council would not answer questions and that it was her opportunity to provide information regarding her property.

9 pictures submitted by Mr. Bell are included as part of the public record.

The public hearing was closed at 4:21 p.m.

Motion by Rawlings, seconded by Lotter, determined there are abandoned or inoperable vehicles located on the Property and adopted Resolution No. 16-38 A Resolution of the Town Council of the Town of Paradise Declaring Sixteen Vehicles at 6066 Lucky John Rd, Paradise, CA a Public Nuisance and Ordering the Abatement and removal Therefrom. Roll call vote was unanimous with Bolin and Culleton absent and not voting (540-15-16)

4. ADJOURNMENT

Mayor Jones adjourned the Council meeting at 4:23 p.m.

Date approved:

By: _____
Jody Jones, Mayor

Attest: _____
Dina Volenski, CMC, Acting Town Clerk

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – August 09, 2016**

1. OPENING

The Regular Meeting of the Paradise Town Council was called to order by Mayor Jones 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 Steve “Woody” Culleton.

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve “Woody” Culleton, Scott Lotter, John J. Rawlings and Jody Jones, Mayor.

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Acting Town Clerk Dina Volenski, Finance Director/Town Treasurer Gina Will, Public Works Director/Town Engineer Marc Mattox, Community Development Services/Planning Director Craig Baker, Administrative Analyst Colette Curtis, Business and Housing Services Director Kate Anderson, Police Lieutenant Stephen Rowe

- 1a. Presentation by Town Engineer/Public Works Director Marc Mattox on Downtown Paradise Safety Project Mid-Year Update
- 1b. Update on Paradise Sewer Project by Bennett Engineering, Mike Massaro.
 - 1. Jim Harding, local contractor, is concerned with the flows presented in regards to the sewer and suggested reassessing with Town staff.
- 1c. Presentation by CAL Fire Unit Forester Dave Derby regarding tree health.
 - 1. Ward Habriel commented that trees are a concern and that permit fees should not be charged for infected trees being removed.

2. CONSENT CALENDAR

MOTION by Lotter, seconded by Bolin, approved all consent calendar items 2a-2j as presented **by unanimous roll call vote.**

- 2a. Approved the minutes of the July 12, 2016 Regular Council Meetings.
- 2b. Approved the Cash Disbursements for July 2016 in the amount of \$3,266,961.76. (340-40-14)
- 2c. Concurred with staff recommendation and authorized filing of a CEQA Notice of Exemption for the Ponderosa Elementary SR2S Project with Butte County. (950-40-32)

2d. Authorized the Town Manager to send letters to the Butte County Grand Jury, which includes a letter from the Mayor and the Chief of Police responding to findings/recommendations in the 2015/16 Grand Jury Report. (550-20-24)

1. Ward Habriel concerned with what would happen if the judge did not like the response that is submitted.

Attorney Moore stated that a response is required within 90 days and that the agency does not have to agree with the recommendations from the Grand Jury.

2e. Approved Resolution No. 16-47, A Resolution of the Town of Paradise certifying to the County of Butte the validity of the legal process used to place direct charges (special assessments) on the secured tax roll, and 2. Authorized the Town Manager and Administrative Services Director to approve direct charge (special assessment) changes, and 3. Authorized the Town Manager and Town Attorney to execute the governing authority certification related to the direct assessments on the property tax roll. (510-20-107, 395-70-13, 540-10-20, 550-40-51)

2f. Pursuant to Paradise Municipal Code Section 2.45.080G, rejected all bids received relating to 2016 HVAC Maintenance Services and authorized staff to re-advertise for bids.

2g. Declared the described office items as surplus property; and 2.) Adopted Resolution No. 16-48, declaring certain Town Furniture/Equipment to be surplus and obsolete and authorizing disposal through sale, donation or destruction by the Town Manager or her designee. (380-10-03)

2h. Reviewed and filed the 3rd Quarter Investment Report for the Fiscal Year Ending June 30, 2016. (360-30-06)

2i. Adopted the following resolutions to approve participating in the countywide Open PACE, Ygrene Energy Fund and HERO programs to include properties within the incorporated Paradise Town limits:

1. Adopted Resolution No.16-49, a Resolution of the Town Council of the Town of Paradise, consenting to inclusion of properties within the incorporated area of the Town in the Butte County property assessed clean energy program to finance distributed generation and renewable energy sources and energy and water efficiency improvements, approving the report setting for the parameters of the referenced program and certain matters in connection therewith.

2. Adopted Resolution No. 16-50, A Resolution of The Town Council of The Town of Paradise, California, consenting to inclusion of properties within the Town's jurisdiction in the California Hero Program to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure and approving the amendment to a certain joint powers agreement related thereto. (510-20-139)

3. Adopted Resolution No. 16-51, A Resolution of The Town Council of The Town of Paradise, California consenting to inclusion of properties within the Town's jurisdiction in the California Home Finance Authority Community Facilities District No. 2014-1 (Clean Energy) to finance renewable energy improvements, energy efficiency and water conservation improvements and electric vehicle charging infrastructure and approving associate membership in the joint exercise of powers authority related thereto

4. Adopted Resolution No. 16-52, A Resolution of The Town Council of The Town of Paradise California, consenting to inclusion of properties within the Town's jurisdiction in the California Home Finance Authority, program to finance renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure and approving associate membership in the joint exercise of powers authority related thereto

2j. Approved the recommendation that the Council ratify the agreement between Butte County and the Town of Paradise which would remove unpaid administrative citation fines from the County tax roll. (510-20-138)

3. ITEMS REMOVED FROM CONSENT CALENDAR – None.

4. PUBLIC COMMUNICATION

1. Ward Habriel addressed nuisance abatement issues at the corner of Apple Tree Way and Pentz and inquired about cleaning up the property.

Attorney Moore stated that permission from the property owner would need to be obtained in order to perform any work on the said property.

5. PUBLIC HEARINGS - NONE

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. **MOTION BY CULLETON, seconded by Rawlings**, reviewed and filed the financial information provided by staff concerning the 2015/16 and 2016/17 operating and capital budgets, and approved staff recommended budget adjustments. Roll call vote was unanimous. (340-40-14)

6b. **MOTION BY BOLIN, seconded by Lotter**, adopted Resolution No. 16-53, A Resolution of the Town Council of the Town of Paradise accepting Contract No. 14-04, Measure C Pearson Rd Improvements, performed by Knife River Construction of Chico, CA. Roll call vote was unanimous. (950-40-23, 510-20-127)

- 6c. **MOTION BY LOTTER, seconded by Culleton**, Adopted Resolution No. 16-54, A Resolution of the Town Council of the Town of Paradise accepting Contract No. 14-05, Clark Rd Safety Enhancements, performed by Franklin Construction of Chico, CA. Roll call vote was unanimous. (950-40-24, 510-20-113)
- 6d. Town Engineer/Public Works Director Marc Mattox presented an update on the Paradise Police Department Building Electrical Emergency Repair – Information only, no action was taken.
- 6e. **MOTION BY CULLETON, seconded by Bolin**, Rejected the bids received relating to Contract 15-01, Pearson Rd SR2S Connectivity Project, pursuant to Public Contract Code Section 20166. Roll call vote was unanimous. (950-40-25)
 - 1. Jim Harding suggested that extra dirt from the project could be given to the school district for their potential ball field.
 - 2. Melissa Schuster suggested being aware of community events such as Gold Nugget Days and the Wildflower that could be affected by the construction project.
- 6f. **MOTION BY LOTTER, seconded by Culleton**, Authorized a letter to ABC requesting certain conditions imposed on the ABC License for Stop and Shop remain in place. Ayes of Bolin, Culleton, Lotter and Mayor Jones, noes of Rawlings. (480-05-04, 180-30-93)

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. **MOTION BY LOTTER, seconded by Rawlings**, Council approved sending a letter in opposition of AB 2835 and agreed that all should sign the letter. Roll call vote was unanimous. (550-40-18)
- 7b. Council reports on committee representation

Council Member Rawlings announced that he would not be running for re-election in November.

Vice Mayor Lotter attended a LAFCO meeting and continues to work in opposition of Proposition 57 regarding the reclassification of violent crimes and prison sentences.

Council Member Culleton announced the Dutch Oven Cook-off on Saturday, August 13 supporting the Gold Nugget Museum and the Boys and Girls Club and announced the Butte County Fair in Gridley August 25 through 28th.

Mayor Jones attended the BCAG/BCAQMD in Biggs and hosted the Town Council booth at Party in the Park.

- 1. Ward Habriel thanked Council Member Rawlings for his service to the Council and to the Town.

- 7 c. Council Member Bolin asked that the Tree Ordinance be reviewed to see if there were any way to assist the public with dead tree issues and is willing to work with staff. This item will be brought back to Council.

8. STAFF COMMUNICATION

Town Manager Report – Met with City Managers and discussed Butane Ordinances adopted by surrounding cities and marijuana legislation on the ballot and the impact it will have on local ordinances.

Community Development Director Craig Baker reported on progress of the following projects: Carousel motel, Eye Life Institute, Safeway project, Lynn’s Paradise Plaza, Feather River Brew Pub, R&R Custom Fab, Burritos El Caporale and SHOR. There are also two new business downtown; Styles (women clothing) and a natural salon.

9. CLOSED SESSION

At 8:18 p.m. Mayor Jones announced that the Town Council would adjourn to hold the following closed session:

- 9a. Pursuant to Government Code Section 54956.8, the Town Council will hold a closed session with the Town's negotiators relating to an exchange of real property as follows:

Property:

- 951 American Way, Paradise, California, Assessor Parcel No. 055-180-077
- American Way, Paradise, California, Assessor Parcel No. 055-180-075 (western portion)

Town Negotiator: Lauren M. Gill

Negotiating Party: M. C. Horning, Jr. - Tom Wrinkle

Issue: Terms - Price

At 8:39 p.m. Mayor Jones reconvened the Town Council meeting and reported that direction was given to staff; no action taken.

10. ADJOURNMENT

Mayor Jones adjourned the Council meeting at 8:40 p.m.

Date approved:

By: _____
Jody Jones, Mayor

Attest: _____
Dina Volenski, CMC, Acting Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
AUGUST 1, 2016 - AUGUST 31, 2016

August 1, 2016 - August 31, 2016

Check Date	Pay Period End	DESCRIPTION	AMOUNT
08/12/16	08/07/16	Net Payroll - Direct Deposits & Checks	\$119,057.81
08/26/16	08/21/16	Net Payroll - Direct Deposits & Checks	\$123,762.62
TOTAL NET WAGES PAYROLL			\$242,820.43

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$272,816.68
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$1,256,236.73
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$1,529,053.41</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$1,771,873.84</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: 8/1/2016 - To Payment Date: 8/31/2016

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>									
65211	08/01/2016	Open			Accounts Payable	BRUNO, SHERRY	\$226.40		
65212	08/01/2016	Open			Accounts Payable	BUZZARD , CHRIS	\$446.23		
65213	08/01/2016	Open			Accounts Payable	GALLAGHER, CRAIG	\$390.71		
65214	08/01/2016	Open			Accounts Payable	HAUNSCHILD, MARK	\$531.55		
65215	08/01/2016	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
65216	08/01/2016	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
65217	08/01/2016	Open			Accounts Payable	McGothlin, Timothy	\$39.00		
65218	08/01/2016	Open			Accounts Payable	MOORE, DWIGHT, L.	\$14,076.00		
65219	08/01/2016	Open			Accounts Payable	SBA Monarch Towers III LLC	\$126.53		
65220	08/01/2016	Open			Accounts Payable	WESTAMERICA BANK	\$30,354.00		
65222	08/04/2016	Open			Accounts Payable	A Stitch Above Embroidery & Shirt Printing	\$500.84		
65223	08/04/2016	Open			Accounts Payable	ACE RENTALS	\$54.28		
65224	08/04/2016	Open			Accounts Payable	ALAMEDA CO. SHERIFF'S DEPT.	\$188.00		
65225	08/04/2016	Open			Accounts Payable	ALAMEDA CO. SHERIFF'S DEPT.	\$188.00		
65226	08/04/2016	Open			Accounts Payable	ALHAMBRA	\$53.98		
65227	08/04/2016	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$59.06		
65228	08/04/2016	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	\$120.00		
65229	08/04/2016	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$109.80		
65230	08/04/2016	Open			Accounts Payable	AT&T MOBILITY	\$42.90		
65231	08/04/2016	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$298.71		
65232	08/04/2016	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$19.31		
65233	08/04/2016	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,498.51		
65234	08/04/2016	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,122.16		
65235	08/04/2016	Open			Accounts Payable	Bennett Engineering Services Inc	\$44,203.28		
65236	08/04/2016	Open			Accounts Payable	Big O Tires	\$938.90		
65237	08/04/2016	Open			Accounts Payable	Bomgar Corporation	\$1,694.35		
65238	08/04/2016	Open			Accounts Payable	BOYS AND GIRLS CLUB	\$188.52		
65239	08/04/2016	Open			Accounts Payable	BUTTE COUNTY PUBLIC HEALTH - OROVILLE	\$1,360.00		
65240	08/04/2016	Open			Accounts Payable	CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	\$352.72		
65241	08/04/2016	Open			Accounts Payable	CATALYST WOMEN'S ADV. INC.	\$2,220.00		
65242	08/04/2016	Open			Accounts Payable	CHOICE PROPERTY SERVICES	\$120.00		
65243	08/04/2016	Open			Accounts Payable	CLARK ROAD ANIMAL HOSPITAL	\$30.00		
65244	08/04/2016	Open			Accounts Payable	COLYER VET SERVICE	\$36.00		
65245	08/04/2016	Open			Accounts Payable	COMPANIONS ANIMAL HOSPITAL	\$6.00		
65246	08/04/2016	Open			Accounts Payable	Cummins West Inc	\$164.45		
65247	08/04/2016	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$335.88		
65248	08/04/2016	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$478.00		
65249	08/04/2016	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$118.77		
65250	08/04/2016	Open			Accounts Payable	FRANKLIN CONSTRUCTION COMPANY	\$153,281.68		
65251	08/04/2016	Open			Accounts Payable	Goodyear Tire & Rubber Company	\$367.20		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2016 - To Payment Date: 8/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
65252	08/04/2016	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.61		
65253	08/04/2016	Open			Accounts Payable	HUNTERS PEST CONTROL	\$55.00		
65254	08/04/2016	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$1,264.20		
65255	08/04/2016	Open			Accounts Payable	ID WHOLESALER	\$2,416.74		
65256	08/04/2016	Open			Accounts Payable	INDUSTRIAL EQUIPMENT	\$233.25		
65257	08/04/2016	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$201.09		
65258	08/04/2016	Open			Accounts Payable	JENKINS, MICHAEL	\$168.00		
65259	08/04/2016	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$388,050.08		
65260	08/04/2016	Open			Accounts Payable	LEAGUE OF CALIFORNIA CITIES	\$25.00		
65261	08/04/2016	Open			Accounts Payable	LEAGUE OF CALIFORNIA CITIES	\$25.00		
65262	08/04/2016	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$24.00		
65263	08/04/2016	Open			Accounts Payable	Mark Thomas & Company Inc	\$1,615.24		
65264	08/04/2016	Open			Accounts Payable	NORMAC INC	\$59.26		
65265	08/04/2016	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,200.35		
65266	08/04/2016	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$1,392.38		
65267	08/04/2016	Open			Accounts Payable	Optitec Systems	\$1,941.22		
65268	08/04/2016	Open			Accounts Payable	OROVILLE, CITY OF	\$427.32		
65269	08/04/2016	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$184.17		
65270	08/04/2016	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$2,292.51		
65271	08/04/2016	Open			Accounts Payable	Paradise Jr. Football	\$2,600.00		
65272	08/04/2016	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$1,253.91		
65273	08/04/2016	Open			Accounts Payable	PARADISE RECREATION & PARK DISTRICT	\$200.00		
65274	08/04/2016	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,440.00		
65275	08/04/2016	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$1,300.00		
65276	08/04/2016	Open			Accounts Payable	PRO FORCE LAW ENFORCEMENT	\$338.73		
65277	08/04/2016	Open			Accounts Payable	R & R Construction	\$5,125.00		
65278	08/04/2016	Open			Accounts Payable	Riebes Auto Parts	\$1,208.83		
65279	08/04/2016	Open			Accounts Payable	ROSE, PHIL	\$68.00		
65280	08/04/2016	Open			Accounts Payable	SAFEGUARD FIRE PROTECTION	\$664.53		
65281	08/04/2016	Open			Accounts Payable	SALVATION ARMY	\$153.20		
65282	08/04/2016	Open			Accounts Payable	SHERWIN-WILLIAMS - CHICO	\$81.81		
65283	08/04/2016	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$60.00		
65284	08/04/2016	Open			Accounts Payable	STATEWIDE TRAFFIC SAFETY & SIGNS INC	\$3,030.80		
65285	08/04/2016	Open			Accounts Payable	Sunrun Installation Services Inc	\$58.23		
65286	08/04/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$139.06		
65287	08/04/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$561.98		
65288	08/04/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$57.07		
65289	08/04/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$32.77		
65290	08/04/2016	Open			Accounts Payable	THRIFTY ROOTER	\$99.80		
65291	08/04/2016	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2016 - To Payment Date: 8/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
65292	08/04/2016	Open			Accounts Payable	ULINE	\$219.01		
65293	08/04/2016	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$420.01		
65294	08/04/2016	Open			Accounts Payable	YOUTH FOR CHANGE	\$2,854.11		
65295	08/09/2016	Open			Accounts Payable	Aflac	\$145.60		
65296	08/09/2016	Open			Accounts Payable	BLOOD SOURCE	\$60.00		
65297	08/09/2016	Open			Accounts Payable	Met Life	\$8,345.22		
65298	08/09/2016	Open			Accounts Payable	OPERATING ENGINEERS	\$720.00		
65299	08/09/2016	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,338.23		
65300	08/09/2016	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,006.44		
65301	08/09/2016	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$683.96		
65302	08/09/2016	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$165.00		
65303	08/12/2016	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$50.00		
65304	08/12/2016	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
65305	08/18/2016	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$53.32		
65306	08/18/2016	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
65307	08/18/2016	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$67.65		
65308	08/18/2016	Open			Accounts Payable	ALAMEDA ELECTRICAL DISTRIBUTORS, INC	\$119.48		
65309	08/18/2016	Open			Accounts Payable	ALLDATA	\$1,620.00		
65310	08/18/2016	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$62.02		
65311	08/18/2016	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	\$135.00		
65312	08/18/2016	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,049.97		
65313	08/18/2016	Open			Accounts Payable	BATTERIES PLUS	\$544.90		
65314	08/18/2016	Open			Accounts Payable	Bear Electric Solutions	\$17,653.50		
65315	08/18/2016	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$40,000.00		
65316	08/18/2016	Open			Accounts Payable	Biometrics4ALL, Inc	\$9.00		
65317	08/18/2016	Open			Accounts Payable	Borgman, Anthony	\$1,029.50		
65318	08/18/2016	Open			Accounts Payable	BUTTE CO NEAL ROAD LANDFILL	\$20.00		
65319	08/18/2016	Open			Accounts Payable	BUTTE CO RECORDER	\$133.00		
65320	08/18/2016	Open			Accounts Payable	BUTTE CO RECORDER	\$50.00		
65321	08/18/2016	Open			Accounts Payable	BUTTE COLLEGE, PUBLIC SERVICE CENTER	\$187.00		
65322	08/18/2016	Open			Accounts Payable	BUTTE COUNTY PUBLIC HEALTH - OROVILLE	\$831.00		
65323	08/18/2016	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$1,947.50		
65324	08/18/2016	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$409.00		
65325	08/18/2016	Open			Accounts Payable	Capital One Public Funding	\$45,526.85		
65326	08/18/2016	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$165.00		
65327	08/18/2016	Open			Accounts Payable	CHOICE PROPERTY SERVICES	\$180.00		
65328	08/18/2016	Open			Accounts Payable	CITY OF CHICO	\$966.50		
65329	08/18/2016	Open			Accounts Payable	CLARK ROAD ANIMAL HOSPITAL	\$18.00		
65330	08/18/2016	Open			Accounts Payable	COLYER VET SERVICE	\$21.00		
65331	08/18/2016	Open			Accounts Payable	COMCAST CABLE	\$86.05		
65332	08/18/2016	Open			Accounts Payable	COMCAST CABLE	\$306.05		
65333	08/18/2016	Open			Accounts Payable	COMCAST CABLE	\$291.05		

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2016 - To Payment Date: 8/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
65334	08/18/2016	Open			Accounts Payable	COMPANIONS ANIMAL HOSPITAL	\$6.00		
65335	08/18/2016	Open			Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$1,516.81		
65336	08/18/2016	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$5,124.52		
65337	08/18/2016	Open			Accounts Payable	DAVID ROWE TREE SERVICE	\$775.00		
65338	08/18/2016	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$460.00		
65339	08/18/2016	Open			Accounts Payable	Door Company Inc, The	\$686.00		
65340	08/18/2016	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$26.00		
65341	08/18/2016	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$1,167.00		
65342	08/18/2016	Open			Accounts Payable	EVERBANK COMMERCIAL FINANCE, INC	\$906.47		
65343	08/18/2016	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$74.02		
65344	08/18/2016	Open			Accounts Payable	Explore Butte Count	\$13,067.34		
65345	08/18/2016	Open			Accounts Payable	FEATHER RIVER CONSTRUCTION	\$400.00		
65346	08/18/2016	Open			Accounts Payable	FEATHER RIVER CONSTRUCTION	\$1,000.00		
65347	08/18/2016	Open			Accounts Payable	FLEET TRUCK SUPPLY INC	\$155.78		
65348	08/18/2016	Open			Accounts Payable	FRANK'S REFRIGERATION & HEATING INC.	\$83.24		
65349	08/18/2016	Open			Accounts Payable	GALLS INCORPORATED	\$251.48		
65350	08/18/2016	Open			Accounts Payable	HEGENBART SEPTIC TANK CLEANING, ,	\$110.00		
65351	08/18/2016	Open			Accounts Payable	HOLDREGE & KULL, CONSULTING ENGINEERS	\$681.00		
65352	08/18/2016	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$2,707.60		
65353	08/18/2016	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$600.01		
65354	08/18/2016	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$556.68		
65355	08/18/2016	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$115.00		
65356	08/18/2016	Open			Accounts Payable	KEN'S HITCH & WELDING	\$206.30		
65357	08/18/2016	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$250.00		
65358	08/18/2016	Open			Accounts Payable	Larson, Tiffany	\$104.88		
65359	08/18/2016	Open			Accounts Payable	LIFELINE TRAINING CENTER	\$512.50		
65360	08/18/2016	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
65361	08/18/2016	Open			Accounts Payable	MAGOON SIGNS	\$144.59		
65362	08/18/2016	Open			Accounts Payable	Meyers Police Canine Training	\$600.00		
65363	08/18/2016	Open			Accounts Payable	MID VALLEY TERMITE	\$145.00		
65364	08/18/2016	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$40,000.00		
65365	08/18/2016	Open			Accounts Payable	MILLER GLASS INC	\$123.04		
65366	08/18/2016	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$4,617.06		
65367	08/18/2016	Open			Accounts Payable	O'REILLY AUTO PARTS	\$695.49		
65368	08/18/2016	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$192.06		
65369	08/18/2016	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$232.60		
65370	08/18/2016	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$918.78		
65371	08/18/2016	Open			Accounts Payable	PRO FORCE LAW ENFORCEMENT	\$423.41		
65372	08/18/2016	Open			Accounts Payable	R & R Construction	\$869.22		
65373	08/18/2016	Open			Accounts Payable	R & R Construction	\$2,350.00		
65374	08/18/2016	Open			Accounts Payable	R & R Construction	\$525.00		

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2016 - To Payment Date: 8/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
65375	08/18/2016	Open			Accounts Payable	REINBOLD, ERIC	\$1,029.50			
65376	08/18/2016	Open			Accounts Payable	Riebes Auto Parts	\$3,323.86			
65377	08/18/2016	Open			Accounts Payable	Shelby's Pest Control, Inc.	\$190.00			
65378	08/18/2016	Open			Accounts Payable	SHERWIN-WILLIAMS - CHICO	\$720.25			
65379	08/18/2016	Open			Accounts Payable	Sierra Tree Care, Inc.	\$1,125.00			
65380	08/18/2016	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$60.00			
65381	08/18/2016	Open			Accounts Payable	SNAP-ON TOOLS	\$1,381.27			
65382	08/18/2016	Open			Accounts Payable	Solarcity Corporation	\$58.23			
65383	08/18/2016	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	\$595.00			
65384	08/18/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$42.12			
65385	08/18/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$33.55			
65386	08/18/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$3.87			
65387	08/18/2016	Open			Accounts Payable	Tri Flame Propane	\$418.54			
65388	08/18/2016	Open			Accounts Payable	VERIZON WIRELESS	\$324.66			
65389	08/18/2016	Open			Accounts Payable	VERIZON WIRELESS	\$438.93			
65390	08/18/2016	Open			Accounts Payable	VERIZON WIRELESS	\$206.06			
65391	08/18/2016	Open			Accounts Payable	VERIZON WIRELESS MSG SVC	\$1,126.86			
65392	08/18/2016	Open			Accounts Payable	VSS International	\$359,300.01			
65393	08/18/2016	Voided/Spoiled	Printer Error	08/18/2016	Converted/Imported		\$0.00	\$0.00	\$0.00	
65394	08/18/2016	Voided/Spoiled	Printer Error	08/18/2016	Converted/Imported		\$0.00	\$0.00	\$0.00	
65395	08/18/2016	Open			Accounts Payable	WAYNE MURPHY	\$5,500.00			
65396	08/18/2016	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$500.33			
65397	08/26/2016	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$50.00			
65398	08/26/2016	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76			
Type Check Totals:							187 Transactions	\$1,273,190.70	\$0.00	\$0.00
Type EFT Totals:							9 Transactions	\$255,862.71		

EFT
 479 08/09/2016 Open
 480 08/12/2016 Open
 481 08/12/2016 Open
 482 08/12/2016 Open
 483 08/12/2016 Open
 484 08/26/2016 Open
 485 08/26/2016 Open
 486 08/26/2016 Open
 487 08/26/2016 Open
 Type EFT Totals:
 AP - US Bank TOP AP Checking Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	185	\$1,273,190.70	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	187	\$1,273,190.70	\$0.00

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2016 - To Payment Date: 8/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFTs									
							Transaction Amount	Reconciled Amount	
		Open					\$255,862.71	\$0.00	
		Reconciled					\$0.00	\$0.00	
		Voided					\$0.00	\$0.00	
		Total					9	\$255,862.71	\$0.00
All									
		Open					\$1,529,053.41	\$0.00	
		Reconciled					\$0.00	\$0.00	
		Voided					\$0.00	\$0.00	
		Stopped					\$0.00	\$0.00	
		Total					196	\$1,529,053.41	\$0.00
Grand Totals:									
Checks									
		Open					\$1,273,190.70	\$0.00	
		Reconciled					\$0.00	\$0.00	
		Voided					\$0.00	\$0.00	
		Stopped					\$0.00	\$0.00	
		Total					187	\$1,273,190.70	\$0.00
EFTs									
		Open					\$255,862.71	\$0.00	
		Reconciled					\$0.00	\$0.00	
		Voided					\$0.00	\$0.00	
		Total					9	\$255,862.71	\$0.00
All									
		Open					\$1,529,053.41	\$0.00	
		Reconciled					\$0.00	\$0.00	
		Voided					\$0.00	\$0.00	
		Stopped					\$0.00	\$0.00	
		Total					196	\$1,529,053.41	\$0.00



**ATOWN OF PARADISE
Council Agenda Summary
Date: September 13, 2016**

Agenda No. 2(c)

ORIGINATED BY: Marc Mattox, Town Engineer
REVIEWED BY: Lauren Gill, Town Manager
SUBJECT: Capital Improvement Project CEQA Determinations

COUNCIL ACTION REQUESTED:

1. Concur with staff recommendation to file CEQA Notice of Exemptions for the following projects:
 - a. Memorial Trailway Class I Enhancements
 - b. Downtown Paradise Equal Mobility Project

Background:

In 2015, the Town of Paradise procured state funding for two subject Active Transportation Program projects. The purpose of this program is to Increase the proportion of biking and walking trips, increase safety for non-motorized users, increase mobility for non-motorized users, advance the efforts of regional agencies to achieve greenhouse gas reduction goals, enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding, ensure disadvantaged communities fully share in program benefits, and provide a broad spectrum of projects to benefit many types of active transportation users.

The two awarded projects and their scope are provided below.

State Project No.	Project Title	Project Limits	Description	Project Cost	Local Share
5425 (032)	Memorial Trailway Class I Enhancements	Memorial Trailway between Pentz Road to Princeton Road	Widen shoulders, install LED lighting, add flashing beacons to crosswalks	\$1,343,160	2.5%
5425 (034)	Downtown paradise Equal Mobility Project	Skyway between Pearson Road and Elliott Road	Replace non-ADA compliant sidewalks and driveways	\$544,500	2.5%

One important task in the preliminary engineering phase is the completion of the environmental review process, including the California Environmental Quality Act (CEQA).

Analysis:

The CEQA process requires the lead agency to examine the project proposal and evaluate potential impacts, similar but different to NEPA. Staff has evaluated each project thoroughly and found that *CEQA Article 19, Categorical Exemptions, 15301. Existing Facilities, (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this*

includes road grading for the purpose of public safety) is applicable to each project. Below, please find a project description and corresponding reason for the exemption.

Memorial Trailway Class I Enhancements

The proposed project includes minor widening of the Memorial Trailway at isolated spot locations, installation of dark-sky compliant LED lighting fixtures, and installation of safety flashing beacons at trailway intersections with critical roadways.

The project is the minor alteration of an existing public trailway in order to improve pedestrian and bicyclist safety by providing lighting, flashing beacons and a Highway Design Manual-compliant trailway width. The project would not result in an expansion of an existing use. This exemption includes the minor alteration of an existing public facility such as sidewalks, gutters, bicycle and pedestrian trails for the purpose of public safety (Section 15301(c)).

Downtown Paradise Equal Mobility Project

The proposed project includes reconstruction of failed or non-ADA compliant sidewalks and driveways.

The project is the minor alteration of an existing public roadway in order to improve pedestrian safety by providing ADA-compliant sidewalks and driveways. The project would not result in an expansion of an existing use. This exemption includes the minor alteration of an existing public facility such as sidewalks, gutters, bicycle and pedestrian trails for the purpose of public safety (Section 15301(c)).

Staff recommends after holding a noticed public hearing, Council approve the filing of the attached Notice of Exemptions for the two referenced projects.

If approved, construction for these projects could be expected in 2018/2019.

Financial Impact:

There is a recording fee of \$50 per project with the Butte County Recorder's Office to file each of the Notice of Exemptions.

Attachments:

Attachment 1 – Memorial Trailway Class I Enhancements CEQA Notice of Exemption

Attachment 2 – Downtown Paradise Equal Mobility Project CEQA Notice of Exemption

Notice of Exemption

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

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

County Clerk
County of Butte

Project Title: Memorial Trailway Class I Enhancements

Project Location – Specific: Memorial Trailway between Pentz Road and Princeton Road

Project Location – City: Paradise Project Location – County: Butte

Description of Project: The proposed project includes minor widening of the Memorial Trailway at isolated spot locations, installation of dark-sky compliant LED lighting fixtures, and installation of safety flashing beacons at trailway intersections with critical roadways

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: CEQA Sec. 15301(c): Existing Facilities
- Statutory Exemptions. State code number: _____

Reasons why project is exempt: The project is the minor alteration of an existing public trailway in order to improve pedestrian and bicyclist safety by providing lighting, flashing beacons and a Highway Design Manual-compliant trailway width. The project would result not result in an expansion of an existing use. This exemption includes the minor alteration of an existing public facility such as sidewalks, gutters, bicycle and pedestrian trails for the purpose of public safety (Section 15301(c)).

Lead Agency

Contact Person: Marc Mattox, Town Engineer Area Code/Telephone/Extension: (530) 872-6291 x125

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

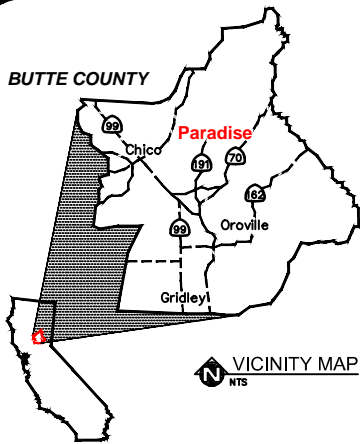
Signature: _____ Date: _____ Title: _____

Signed by Lead Agency

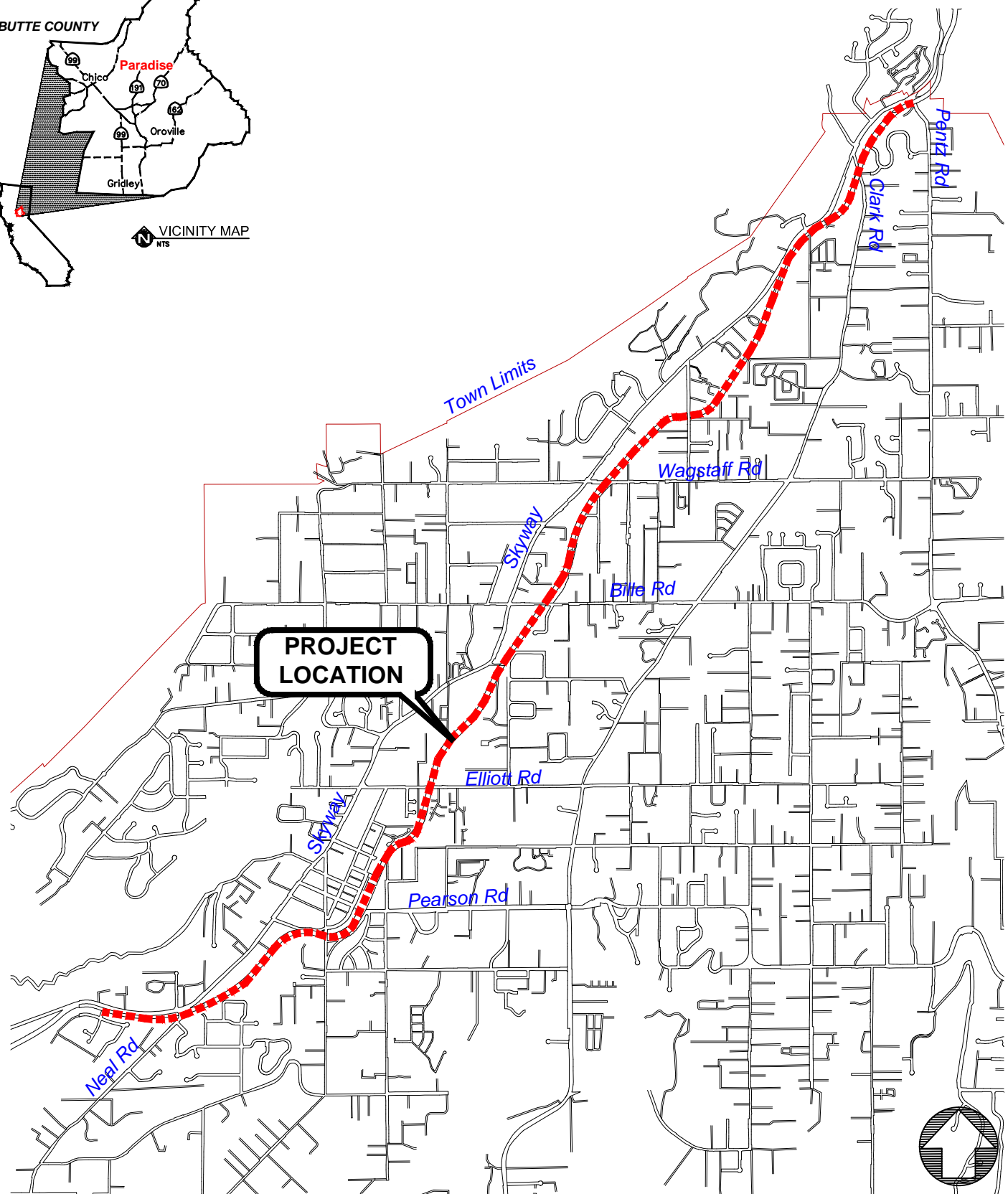
Date received for filing at OPR:

Signed by Applicant

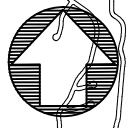
BUTTE COUNTY



VICINITY MAP
NTS



SCALE: 1" = 3,000'



TOWN OF PARADISE

PUBLIC WORKS DEPARTMENT

5555 Skyway
Paradise, California 95969
Phone: (530) 872-6291 Fax: (530) 877-5059

Memorial Trailway Class I Enhancements

50

Vicinity & Project Location Map

Notice of Exemption

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

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

County Clerk
County of Butte

Project Title: Downtown Paradise Equal Mobility Project

Project Location – Specific: Skyway between Pearson Road and Elliott Road

Project Location – City: Paradise Project Location – County: Butte

Description of Project: The proposed project includes reconstruction of failed or non-ADA compliant sidewalks and driveways.

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: CEQA Sec. 15301(c): Existing Facilities
- Statutory Exemptions. State code number: _____

Reasons why project is exempt: The project is the minor alteration of an existing public roadway in order to improve pedestrian safety by providing ADA-compliant sidewalks and driveways. The project would result not result in an expansion of an existing use. This exemption includes the minor alteration of an existing public facility such as sidewalks, gutters, bicycle and pedestrian trails for the purpose of public safety (Section 15301(c)).

Lead Agency

Contact Person: Marc Mattox, Town Engineer Area Code/Telephone/Extension: (530) 872-6291 x125

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: _____ Date: _____ Title: _____

- Signed by Lead Agency
- Signed by Applicant

Date received for filing at OPR:

03-Paradise-2

- Sheet 1
- Project Scope Exhibit

LEGEND

D/W Proposed ADA Driveway

Proposed ADA Sidewalk

D/W

D/W

D/W

D/W

D/W

D/W

Existing 2014
HSIP Crosswalk

Typical remove existing and
replace with ADA-compliant
path of travel

Skyway

Pearson Rd

SOUTH LIMIT

Google earth

©2015 Google

100 ft

03-Paradise-2

- Sheet 2
- Project Scope Exhibit

Typical remove existing and replace with ADA-compliant path of travel

Skyway

Foster Rd

Existing 2014 HSIP Crosswalk

Honey Run

D/W

Birch St

Google earth

©2015 Google

100 ft



03-Paradise-2

- Sheet 3
- Project Scope Exhibit

Existing 2014 HSIP Crosswalk

Typical remove existing and replace with ADA-compliant path of travel

D/W

Skyway

D/W

Skyway Rd

Fir St

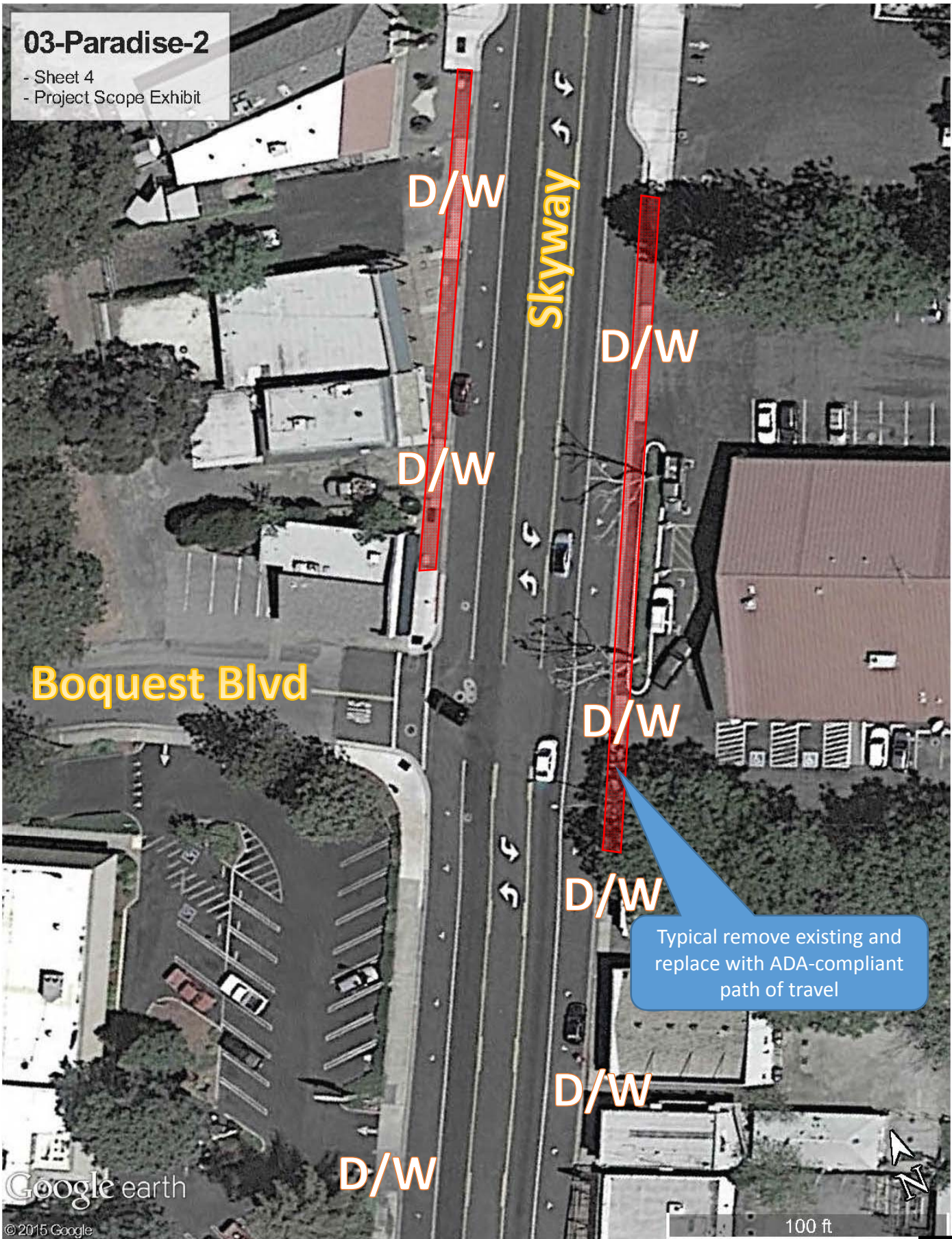
Google earth

©2015 Google

100 ft

03-Paradise-2

- Sheet 4
- Project Scope Exhibit



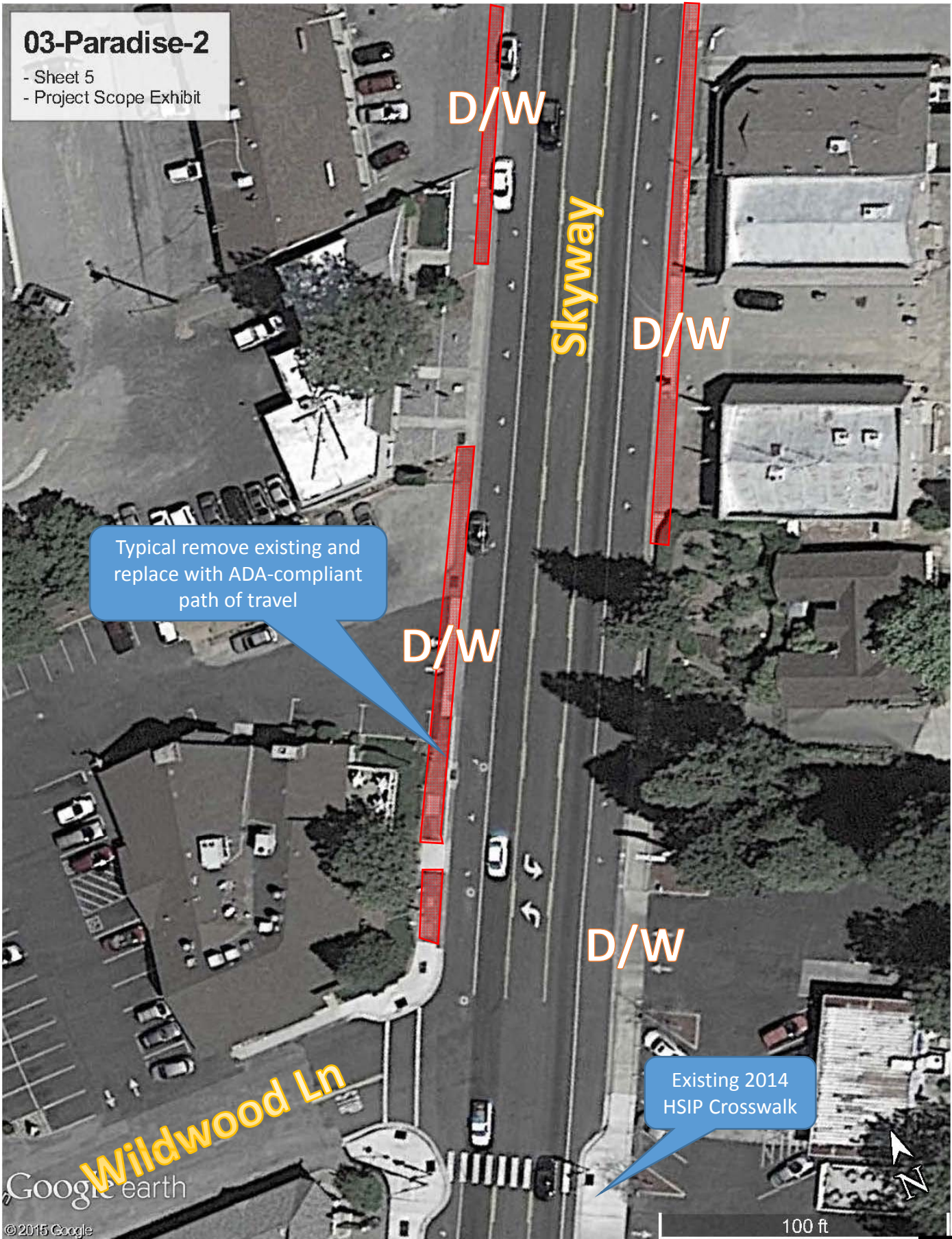
Google earth

© 2015 Google

100 ft

03-Paradise-2

- Sheet 5
- Project Scope Exhibit



Typical remove existing and replace with ADA-compliant path of travel

Existing 2014 HSIP Crosswalk

Google earth

© 2015 Google

100 ft

03-Paradise-2

- Sheet 6
- Project Scope Exhibit

NORTH LIMIT

Elliott Rd

D/W

D/W

D/W

D/W

D/W

D/W

D/W

D/W

D/W

Skyway

Typical remove existing and replace with ADA-compliant path of travel

Google earth

© 2015 Google

100 ft





**Town of Paradise
Council Agenda Summary
Date: September 13, 2016**

Agenda Item: 2(d)

Originated by: Colette Curtis, Administrative Analyst II
Reviewed by: Lauren Gill, Town Manager
Subject: Administration of Banner Program by Paradise Ridge Chamber of Commerce

Council Action Requested:

Staff recommends that the Council accept the Paradise Ridge Chamber of Commerce proposal to administer the Banner Program.

Background:

In April 2015 guidelines for the Banner Program were brought before Council. These guidelines outlined the program being overseen by the Destination Downtown Committee and administered by different event sponsors throughout the year. The program was a success with banners sponsored throughout the year.

Now that the Chamber of Commerce has the staff resources to do so, they have proposed taking on the administrative duties of the banner program going forward. As the attached guidelines indicate, the Town will still have design approval and will still provide Public Works Staff to install and remove the banners.

Fiscal Impact Analysis:

This proposal has no direct impact to the General Fund. Previously only a minimal amount of staff time was used to oversee the program, going forward no staff time will be needed. Public Works staff time will be reimbursed by the Chamber for their work installing and removing banners.

ATTACHMENTS:

Paradise Ridge Chamber of Commerce Banner Program Guidelines.

Downtown Banner Program

The downtown Banner Program is intended to:

- Identify the Downtown Area
- Add color and vitality to the Downtown Streetscapes
- Publicize Paradise events, activities and attractions
- Promote Ridge Businesses

The banner program will place banners on available street light poles *year round*.

Participant Responsibilities

Under the banner program, the Paradise Ridge Chamber of Commerce, in cooperation with the Town of Paradise Manager's office, will be responsible for banner themes and designs. The Paradise Ridge Chamber of Commerce will collaborate with the Town Manager's office and the Public Works Department, coordinating the rotation of banners and ensuring quality control standards throughout the downtown. Neither the Town of Paradise, nor the Paradise Ridge Chamber of Commerce will be responsible for any theft, vandalism, or weather damage that occurs on the downtown street banners.

The Banners will be owned by the Paradise Ridge Chamber of Commerce. Banner applicants are responsible for requesting banner space and paying all required costs and fees.

Eligibility

Primary consideration will be awarded to applicants from organizations (non-profit or for profit) and/or individuals who are a members in good standing of the Paradise Ridge Chamber of Commerce. Previous year sponsors will be given first right of refusal. Surplus banners will be offered to non-chamber members. Applicants must choose from themes and designs pre-selected by the Paradise Ridge Chamber of Commerce.

Themes and designs have been selected to highlight local Paradise events and seasonal activities. Timing of the display will be determined by the Paradise Ridge Chamber of Commerce and the Town Manager's office.

Reservation and Program Costs

Generally, banners cost \$50 per banner per month of display. This is a broad guideline, and specific prices will be determined by the Paradise Ridge Chamber of Commerce. The fee covers production, installation, removal and storage of new and existing banners.

Placement of banners will be under the sole discretion of the Paradise Ridge Chamber of Commerce.

Banner Design Guidelines

Banners will be designed by the Paradise Ridge Chamber of Commerce, in cooperation with the Town Manager's office, following the prescribed themes and events (See chart below). Applicants may choose which theme and design to sponsor, subject to availability. The words, "sponsored by" or its equivalent may be added to the bottom 20% of the banner, below the design. Banners may include the name of the business, organization or individual that is sponsoring the banner along with their logo, subject to review and approval of the Paradise Ridge Chamber of Commerce.

[There will be some language here about file specifications, pending consultation with print shop.]

Approval Process

Applicants must submit an application accompanied by the design for their “sponsored by” section and logo (if any) to the Paradise Ridge Chamber of Commerce. Please contact the Paradise Ridge Chamber of Commerce for details.

Event	12 Months of Display	Schedule
Shop the Ridge First	2.5	January through Mid-March
Gold Nugget Days	1.5	Mid-March through Early May
Party in the Park	4	Early May through August
Johnny Appleseed Days	1	September through Mid October
Make-A-Difference	1	Mid October through Mid November
Holiday	1.5	Mid November through December

Sample Designs





**Town of Paradise
Council Agenda Summary
Date: September 13, 2016**

Agenda Item: 2(e)

Originated by: Gina S. Will, Finance Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: 2016/17 TRAN Financing

Council Action Requested:

1. Adopt resolution 16___ authorizing and approving the borrowing of funds for Fiscal Year 2016-2017, the issuance and sale of a 2016-2017 tax and revenue anticipation note therefore, and approving certain other actions related thereto, or

Alternatives:

Decline to approve the issuance of the TRAN and run short of operating cash flow for the fiscal year.

Background:

On August 11, 2016 staff issued a request for proposal to eight regional banks as well as advertising the notice for proposal related to TRAN financing for the 2016/17 fiscal year in an amount not to exceed \$2,250,000. For the sixth year in a row, US Bank was the only institution that had proposed to provide the Town TRAN financing in order to build a cash flow bridge for the Town. This TRAN is absolutely necessary in order to have sufficient cash flow to operate and continue to meet cash demands of payroll and vendor payments between approximately October 1, 2016 and May 1, 2017 when the Town has used all of its reserves and is waiting for property tax payment to come in from the County. US Bank's letter of interest proposes a fixed interest rate of 1.80% for 10 months with a 0.1% origination fee. A copy of the letter of interest is attached for review.

Discussion:

Staff's analysis of the cash flow needs for 2016/17 indicate that the TRAN issued can be less than the \$2.5 million issued for 2015/16. The final amount will be determined as part of the closing process, but the TRAN will not exceed \$2,250,000. US Bank is currently moving through their internal final approval process, and staff will begin working with outside Counsel to complete the appropriate closing documentation. The closing and final TRAN issuance will take place no later than the end of October 2016.

Fiscal Analysis:

The Town has budgeted \$22,500 for TRAN interest and \$7,850 for issuance costs for 2015/16. With approval of this resolution, and assuming a \$2,500,000 TRAN the Town is expected to spend the budgeted amount. A final budget adjustment recommendation will be brought forward if necessary after the TRAN finalization.

**TOWN OF PARADISE
RESOLUTION NO. 16-___**

**RESOLUTION AUTHORIZING AND APPROVING THE BORROWING
OF FUNDS FOR FISCAL YEAR 2016-2017, THE ISSUANCE AND SALE
OF A 2016-2017 TAX AND REVENUE ANTICIPATION NOTE
THEREFORE, AND APPROVING CERTAIN OTHER ACTIONS
RELATED THERETO**

WHEREAS, local agencies are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary Notes;

WHEREAS, this Town Council (the “Town Council”) of the Town of Paradise (the “Town”) has determined that a sum not to exceed two million two hundred and fifty thousand dollars (\$2,250,000) (the “Principal Amount”), is needed for the requirements of the Town, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of obligations or indebtedness of the Town, and that it is necessary that said Principal Amount be borrowed for such purposes at this time by the issuance of a Note (defined herein) therefor in anticipation of the receipt of taxes, income, revenue, cash receipts or other moneys to be received by the Town for the general fund of the Town;

WHEREAS, the Note shall be a general obligation of the Town, and to the extent not paid from taxes, income, revenue, cash receipts or other moneys pledged to the repayment thereof, shall be paid with interest thereon from any other moneys of the Town lawfully available therefor, as required by Section 53857 of the Act;

WHEREAS, the Note shall not be issued in an amount greater than the maximum anticipated cumulative cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are being anticipated and during which the Note is outstanding, all as provided in Section 1.103-14(c) of the Income Tax Regulations;

WHEREAS, it appears, and this Town Council hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, shall not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue, cash receipts or other moneys of the Town, and available to pay principal and interest on the Note;

WHEREAS, no money has heretofore been borrowed during fiscal year 2016-17 (“Fiscal Year 2016-17”) by or on behalf of the Town through the issuance of tax and revenue anticipation note or temporary notes in anticipation of the receipt of such uncollected taxes, income, revenue, cash receipts and other moneys;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys of the Town can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, this Town Council desires to approve the form of a purchase contract for the Note (the “Contract of Purchase”), in substantially the form presented hereto, with the final form thereof determined upon execution by an Authorized Officer (as defined herein);

WHEREAS, the Note shall be offered for sale to U.S. Bank National Association (the “Purchaser”) pursuant to the terms and provisions of this Resolution and the Contract of Purchase; and

WHEREAS, pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), under certain circumstances, certain obligations the interest on which is exempt from federal income tax under Section 103 of the Code may be designated by the issuer thereof as “qualified tax-exempt obligations,” thereby allowing certain financial institutions that are holders of such qualified tax-exempt obligations to deduct for federal income tax purposes a portion of such institution’s interest expense that is allocable to such qualified tax-exempt obligations, all as determined in accordance with Sections 265 and 291 of the Code; and

WHEREAS, this Town Council wishes to designate the Notes as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the Town in its sale of the Note;

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

Section 1. Recitals. All the recitals in this Resolution above are true and correct and this Town Council so finds, determines and represents.

Section 2. Authorization of Issuance of Note; Terms Thereof. As required by law, the Town hereby determines to and shall issue, in an amount not-to-exceed a Principal Amount of \$2,250,000, a note or notes under Sections 53850 *et seq.* of the Act, designated “Town of Paradise (Butte County, California) 2016-17 Tax and Revenue Anticipation Note” (collectively, the “Note”); to be in denominations of One Hundred Thousand Dollars (\$100,000) principal amount or any integral multiple of Five Thousand Dollars (\$5,000) in excess thereof, to be dated the date of delivery thereof; to mature (with option of prior redemption as provided herein) no later than thirteen months after the date of issuance (based on a 30-day month/360-day year basis); and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates set forth in the Contract of Purchase, but not in excess of that permitted by law. Both the principal of and interest on the Note shall be payable, only upon surrender thereof, in lawful money of the United States of America at the principal office of the Purchaser. The Note shall be subject to redemption prior to maturity, at the option of the Town,

from any source of available funds, in whole or in part, at a redemption price equal to the principal amount or portion thereof called for redemption, together with interest accrued to the date fixed for redemption, without premium. The Town shall be required to provide the Purchaser 30-day written notice of any such redemption.

Section 3. Form of Note; Sale of Note. The Note shall be issued in the form of and represented by one physical Note in the full principal amount thereof, without coupons, and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Note shall be sold to U.S. Bank National Association, as the initial purchaser thereof (the “Purchaser”). Unless otherwise set forth in the Contract of Purchase, ownership of the Note may not thereafter be transferred by the Purchaser for any reason. There shall be simultaneously delivered with the Note the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation respecting the validity of said Note and, immediately following such legal opinion, a certificate executed with the manual or facsimile signature of the Mayor of the Town (the “Mayor”), said certificate to be in substantially the following form:

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion regarding the Note therein described that was manually signed by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Note.

[Manual/Facsimile Signature]
Mayor, Town of Paradise

Section 4. Deposit of Note Proceeds; No Arbitrage. The moneys so borrowed shall be deposited with the Town into a segregated account within the General Fund of the Town and shall be pledged to the payment of the Note to the extent sufficient Pledged Revenues and other legally available Unrestricted Revenues are not deposited into the Repayment Fund (as such terms defined below). The Town hereby covenants that it will make no use of the proceeds of the Note that would cause the Note to be “arbitrage bonds” under Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”); and, to that end, so long as the Note is outstanding, the Town, and all of its officers having custody or control of such proceeds, shall comply with all requirements of said section, including restrictions on the use and investment of proceeds of the Note and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Note, if required, to the Federal government, and of the Income Tax Regulations of the United States Treasury promulgated thereunder or under any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Note will not be “arbitrage bonds.”

Section 5. Payment of Note.

(A) **Source of Payment.** The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from State and federal governments), cash receipts and other moneys (including moneys deposited in inactive or term deposits but excepting therefrom moneys encumbered for a special purpose) which are which are intended as receipts for the general fund of the Town and which are generally available for the payment of current expenses and other obligations of the Town (collectively, the “Unrestricted Revenues”). To the extent the Note matures during the fiscal year succeeding Fiscal Year 2016-17, the Notes shall be payable only from Unrestricted Revenues which are received in or accrued to Fiscal Year 2016-17

The Note shall be a general obligation of the Town, and to the extent the Note is not paid from the Unrestricted Revenues pledged to the repayment therefore pursuant to Section 5(B) hereof, the Note shall be paid with interest thereon from any other moneys of the Town lawfully available therefor, as provided in this Resolution and by law.

(B) **Pledged Revenues.** Except as otherwise provided in the Note or in the Contract of Purchase, as security for the payment of the principal of and interest on the Note, the Town pledges an amount equal to fifty percent (50%) of the principal amount of the Note from the Unrestricted Revenues by the Town received in the month ending January 31, 2017; plus an amount equal to fifty percent (50%) of the principal amount of the Note from the Unrestricted Revenues received by the Town in the month ending April 30, 2017; plus an amount sufficient to pay interest on the Note through maturity and any deficiencies in amounts required to be deposited during any prior month, from Unrestricted Revenues received by the Town in the month ending April 30, 2017 (such pledged amounts being hereinafter called the “Pledged Revenues”).

The principal of the Note and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the Town from such Pledged Revenues as provided by law.

In the event that there are insufficient Unrestricted Revenues received by the Town to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from such Unrestricted Revenues in any month, then the amount of such deficiency shall be satisfied and made up from any other moneys of the Town lawfully available for the repayment of the Note and the interest thereon.

(C) **Covenant Regarding Additional Short Term Borrowing.** The Town covenants and warrants that it will not request the Butte County Treasurer-Tax Collector to make temporary transfers of funds in the custody thereof to meet any obligations of the Town during Fiscal Year 2015-16 pursuant to the authority of Article XVI, Section 6 of the Constitution of the State of California or any other legal authority.

(D) **Deposit of Pledged Revenues in Repayment Fund.** The Pledged Revenues shall be held by the Town in a special fund hereby authorized to be created within the

General Fund of the Town and designated as the “Town of Paradise 2016-17 Tax and Revenue Anticipation Note Repayment Fund” (herein called the “Repayment Fund”) and applied as directed in this Resolution. The Town shall invest money in the Repayment Fund as provided in Section 5(E) hereof. Any moneys accounted for in the Repayment Fund shall be for the benefit of the holder of the Note, and until the Note and all interest thereon are paid or until provision has been made for the payment of the Note at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(E) **Disbursement and Investment of Moneys in Repayment Fund.** From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in and accounted for in the Repayment Fund. After such date as the amount of Pledged Revenues deposited for in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Note, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the General Fund of the Town. On the maturity date of the Note, the moneys in the Repayment Fund shall be used to pay the principal of and interest on the Note and any excess remaining in the Repayment Fund after payment of Note shall be transferred to the Town.

Moneys in the Repayment Fund shall be invested in investment securities or other investments permitted by applicable California law, as it is now in effect and as it may be amended, modified or supplemented from time to time, including investments authorized by Section 9 hereof, provided that no such investment shall have a maturity date later than the Maturity Date of the Note.

Section 6. Execution of Note. The Mayor, or a designated deputy thereof, is hereby authorized to sign the Note manually or by facsimile signature, and the Town Manager (the “Town Manager”) is hereby authorized to countersign the Note manually or by facsimile signature, provided that at least one of the foregoing shall sign manually, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate.

Section 7. Approval of Contract of Purchase. The form of Contract of Purchase for the Note, by and between the Town and the Purchaser, substantially in the form on file with the Clerk or Secretary of the Town Council, is hereby approved. The Mayor, Town Manager, or a designated deputy thereof (the “Authorized Officers”), each alone, are each hereby requested to acknowledge such Contract of Purchase with such changes therein, deletions therefrom and modifications thereto as such Authorized Officer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Note shall not exceed that authorized by law. The Authorized Officers, each alone, are hereby further authorized to determine the maximum Principal Amount of Note to be specified in the Contract of Purchase, up to \$2,250,000, and to enter into and execute the Contract of Purchase with the Purchaser, if the conditions set forth in this Resolution are satisfied.

Section 8. Delivery of Note. The proper officers of the Town are hereby authorized and directed to deliver the Note to the Purchaser in accordance with the Contract of

Purchase. All actions heretofore taken by the officers and agents of the Town with respect to the sale and issuance of the Note are hereby approved, confirmed and ratified, and the officers of the Town Council are hereby authorized and directed, for and in the name and on behalf of the Town Council, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with this Resolution.

Section 9. Authorization to Invest Proceeds. Pursuant to Section 53601(l) of the Government Code of the State of California, the following are hereby designated as authorized investments for the proceeds of the Note and for the moneys in the Repayment Fund: (i) a guaranteed investment contract with (a) a financial institution or insurance company which has or its guarantor has at the date of execution thereof one or more outstanding issues of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated not lower than the second highest rating category (without regard to subcategories) by Moody's Investors Service and by Standard & Poor's Rating Service, (ii) the Local Agency Investment Fund administered by the State of California, and (iii) the Butte County Investment Pool.

Section 10. Other Actions. (A) Officers of the Town Council and Town officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Note and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(B) Notwithstanding any other provision herein, the provisions of this Resolution as they relate to the terms of the Note may be amended by the Contract of Purchase.

(C) The Town Council hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel to the Town with respect to the issuance of the Note.

Section 11. Designation as Qualified Tax-Exempt Obligation. Based on the following representations of the Town, the Notes are hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code: (i) the Notes are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Town, together with all of its subordinate entities, has not issued obligations (other than those obligations described in clause (iv) below) in calendar year 2015 the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code; (iii) the Town reasonably anticipates that it, together with its subordinate entities, will issue during the remainder of calendar year 2016 obligations (other than those obligations described in clause (iv) below) the interest on which is excluded from gross income for federal income tax purposes under to Section 103 of the Code which, when aggregated with all obligations described in clause (ii) above, will not exceed an aggregate principal amount of \$10,000,000; (iv) and notwithstanding clauses (ii) and (iii) above, the Town and its subordinate entities may have issued in calendar year 2016 and may

continue to issue during the remainder of calendar year 2016 private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code.

Section 12. Action Regarding Qualified Tax-Exempt Obligation.

Appropriate officials of the Town are hereby authorized and directed to take such other actions as may be necessary to designate the Notes as “qualified tax-exempt obligations,” including, if either deemed necessary or appropriate, placing a legend to such effect on the form of Notes in such form as either deemed necessary or appropriate.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 13th day of September, 2016 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Jody Jones, Mayor

ATTEST:

BY: _____
Dina Volenski, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Dwight L. Moore, Town Attorney

EXHIBIT A

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THIS NOTE IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF THE AUTHORIZING RESOLUTION AND THE PURCHASE CONTRACT, AS DEFINED HEREIN, TO PERSONS WITH THE EXPERIENCE AND FINANCIAL EXPERTISE TO UNDERSTAND AND EVALUATE THE HIGH DEGREE OF RISK INHERENT IN THIS INVESTMENT.

No. 1

TBD

TOWN OF PARADISE
(BUTTE COUNTY, CALIFORNIA)
2016-2017 TAX AND REVENUE ANTICIPATION NOTE
(Bank Qualified)

Rate of Interest: 1.80% Note Date: _____ Maturity Date: June 30, 2017

OWNER: U.S. BANK NATIONAL ASSOCIATION

PRINCIPAL AMOUNT: _____

FOR VALUE RECEIVED, the Town of Paradise (the "Town"), Butte County, California, acknowledges itself indebted to and promises to pay the Owner identified above, or registered assigns, at the principal office thereof, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, together with interest thereon at the Rate of Interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months) in like lawful money from the Note Date specified above until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

This Note shall be subject to redemption at any time prior to the Maturity Date, at the option of the Town, from any source of available funds, in whole or in part, at a redemption price equal to the Principal Amount or portion thereof of the Note called for redemption, together with interest accrued to the date fixed for redemption, without premium.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Note in the aggregate principal amount of _____ (\$_____), all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Town Council of the Town of Paradise, duly passed and adopted on September 9, 2014, and under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1,

Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the Town, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

This Note has been designated a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, by resolution of the Town.

The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from State and federal governments), cash receipts and other moneys (including moneys deposited in inactive or term deposits but excepting therefrom moneys encumbered for a special purpose), which are intended as receipts for the general fund of the Town and generally available for the payment of current expenses and other obligations of the Town (collectively, the “Unrestricted Revenues”). As security for the payment of the principal of and interest on the Note the Town has pledged an amount equal to fifty percent (50%) of the principal amount of the Note from the first Unrestricted Revenues received by the Town in the month ending January 31, 2017; plus an amount equal to fifty percent (50%) of the principal amount of the Note from the first Unrestricted Revenues received by the Town in the month ending April 30, 2017; plus an amount sufficient to pay interest on the Note through maturity and any deficiencies in amounts required to be deposited during any prior month, from the first Unrestricted Revenues received by the Town in the month ending April 30, 2017 (such pledged amounts being hereinafter collectively referred to as the “Pledged Revenues”). The principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the Town lawfully available therefor.

This Note shall not be transferable by the Owner hereof except upon surrender at the date of maturity or redemption thereof, and cancellation of this Note upon payment therefor. The Owner hereof shall be treated as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Town shall not be affected by any notice to the contrary.

Unless this certificate is presented to the issuer for payment thereof, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL.

IN WITNESS WHEREOF, the Town has caused this 2016-17 TAX AND REVENUE ANTICIPATION NOTE to be executed by the Mayor of the Town of Paradise, and countersigned by the Town Manager this ___th day of _____, 2016.

TOWN OF PARADISE

By: _____ [no signature; form only]
Mayor

Countersigned

By: _____ [no signature; form only]
Town Manager

LEGAL OPINION

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion upon the Note therein described that was manually signed by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Note.

_____ [no signature; form only]
Mayor, Town of Paradise



Government Banking Division
7th Floor (PD-OR-P7GB)
555 SW Oak St.
Portland, OR 97204
(503) 464-4852 direct

August 31, 2016

Town Clerk's Office
Town of Paradise
5555 Skyway
Paradise, CA 95969
"TRAN"

Attn: Gina Will, Finance Director
gwill@townofparadise.com

U.S. Bank National Association ("U.S. Bank") is pleased to consider your request to provide financing to the Town of Paradise ("Town"). A summary of some of the terms U.S. Bank is considering for this financing package is as follows:

**Re: Up to \$2,250,000.00
Town of Paradise
Tax and Revenue Anticipation Note ("TRAN")**

The TRAN to the Town of Paradise is for the payment of operating expenditures prior to the receipt of tax revenues as permitted under California Government Code Section 53850-53858.

Fixed Rate Financing:

Amount: Maximum: \$2,250,000.00
Length: Term: 10 months (final maturity of 6/30/17)

Interest Rate: A fixed-rate of 1.80% Bank Qualified Tax Exempt, such rate to expire on September 15, 2016, such rate to be adjusted as of the date of funding so as to maintain the same margin over U.S. Bank's cost of funds as that which is included in the above indicated rate. Accrual to be on a 30/360 day basis. This rate assumes that the Town and legal counsel will designate the Financing as tax-exempt (bank qualified) under existing federal tax regulations.

Fee: An origination fee of \$2,250 or 0.1% will be due at closing and will be deducted from the proceeds of the TRAN.

Payments: The Interest Rate, above, assumes interest and principal paid at maturity of the note.

Prepayments: The Financing under the proposed Interest Rate may be prepaid prior to the stated maturity date.

Default Rate: U.S. Bank's proposed interest rates shall increase by 500 basis points.

Security: The TRAN will be a general obligation of the Town of Paradise. U.S. Bank will not take a subordinated lien position to any other financing. The TRAN will be secured by a pledge of the Full Faith and Credit of the Town of Paradise and not subject to annual appropriation.

Costs: Various costs, expenses and fees, relating to due diligence and the TRAN documentation, including all legal fees and expenses and CDIAC fees, are the responsibility of the Town. U.S. Bank may require separate

legal counsel ("Bank Counsel") to work with the Town's bond counsel ("Bond Counsel") in structuring the documents in accordance with U.S. Bank policies. Bank Counsel will have a significant influence on the structure of the TRAN as well as TRAN documents. U.S. Bank currently anticipates not requiring separate Bank Counsel.

Covenant: Documentation will include standard covenants, including events of default language, regarding maintenance of business operations, adequate insurance coverage, agreement to take all actions necessary to preserve tax-exempt status of the obligation, and to collect fees, taxes and other revenues in an amount sufficient to meet all the Town's obligations, including debt service on this obligation.

Documentation: Documentation for the transaction will be provided by nationally recognized bond counsel of the Town's choice at the cost of the Town. Documentation will include an appropriate authorizing resolution or ordinance, 8038 filing, revenue anticipation note and agreement, and counsel opinion that the TRAN is a legal, valid, binding, enforceable and properly authorized obligation of the Town of Paradise. In addition, documentation will require the California Judicial Reference Agreement between the Town and U.S. Bank. The Town will designate the TRAN as a "tax-exempt, bank qualified obligation" under section 265(b) of the Internal Revenue Code of 1986, as amended, for investment by financial institutions.

Other: The Town will covenant to automatically provide the Government Banking Division of U.S. Bank with copies of its annual, audited financial statements within 270 days of the end of each fiscal year for the duration of the TRAN.

U.S. Bank's continued involvement with this financing is predicated upon U.S. Bank obtaining credit approval of the various terms, conditions, and creditworthiness of the Town. The credit approval process includes the mandatory analysis of the Town's most recent three years of audited financial statements. The Bank is in possession of the Town's Fiscal Year End Reports for 2013, 2014 and 2015.

This Letter of Interest automatically expires 14 business days from Thursday, September 1, 2016.

As we obtain more information, additional substantive conditions will be required and terms may be changed or be supplemented. In addition, upon completion of our analysis and due diligence and if we obtain credit approval of this proposal, recognized bond counsel, at the Town's expense, will prepare loan documentation which will include terms and conditions customary to U.S. Bank, as well as warranties and covenants specific to this transaction.

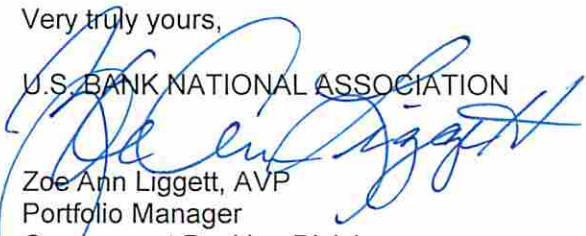
To that end, this letter is an expression of interest only, and it is not a contract, commitment nor intent to be bound. U.S. Bank does not intend that this letter or discussions relative to the terms of this letter create any legal rights or obligations, implicit or explicit, in favor of or against the other party. Also, no oral discussions and/or written agreements shall be in place of or supersede written loan agreements executed by your business and accepted by U.S. Bank.

Thank you for discussing your financing needs with U.S. Bank. Should you wish us to continue to consider your credit request, you will be responsible for all of U.S. Bank's out-of-pocket expenses related to this financing request. We look forward to the opportunity to consider your credit request.

If you have any questions regarding this letter, please contact me at (503) 464-4852 or email zoeann.liggett@usbank.com or you may contact Lisa Trombley at (530) 893-6710, email lisa.trombley@usbank.com.

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION



Zoe Ann Liggett, AVP
Portfolio Manager
Government Banking Division



**Town of Paradise
Council Agenda Summary
Date: September 13, 2016**

Agenda Item: 2(f)

Originated by: Gabriela Tazzari-Dineen, Chief of Police
Reviewed by: Lauren Gill, Town Manager
Subject: Award Contract for the Purchase of Police Vehicle Emergency Equipment and Mobile Data Computers (MDC)

COUNCIL ACTION REQUESTED: Adopt a MOTION TO:

- (1) Authorize the Police Department to award the Police Vehicle Emergency Equipment and Mobile Data Computer (MDC) contract for the 2017 Patrol Vehicles to Lehr Auto Electric, 4707 Northgate Blvd., Sacramento, CA 95834.

Background:

In the November 2014 election the citizens of Paradise elected to pass Measure "C;" a one half percent sales tax increase in order to provide funding for public safety, roads and animal control operations. A committee was formed of selected citizens to provide recommendations for the use of the funds. The committee met and provided the Town Council with their recommendations on Measure C Funds expenditures. The purchase of police patrol vehicles for the Paradise Police Department was one of their recommendations.

On June 20, 2016, the Town Council met during a regular adjourned council meeting and approved the FY 16/17 budget which included the Measure C committee's recommendation and expenditure of funds for the purchase of three patrol vehicles and the required additional equipment.

As a result of the approved budget, the Paradise Police Department has received a competitively bid price of \$47,289.97 to purchase all of the equipment required to prepare the 2017 vehicles for service. This price was obtained through contracts competitively bid by the County of Placer for emergency equipment and by the County of Sacramento for the Mobile Data Computer; both of which were awarded to Lehr Auto Electric of Sacramento. These contracts allow for other public agencies to utilize their competitively bid contracts with no additional fees charged. These competitively bid contracts cover the purchase of the equipment necessary to continue with the Town's policy of fleet uniformity to insure the interchangeability of parts, interoperability of maintenance tools, hardware and software, as well as the uniform operation of the entire fleet to reduce employee training and improve officer safety.

Pursuant to Paradise Municipal Code section 2.45.070D, the Town authorizes the purchase of equipment and supplies through cooperative purchasing arrangements with other public entities. The Placer County contract and the County of Sacramento contract qualify as such.

Discussion:

By utilizing these competitively bid contracts, the Town assures increased efficiency of staff time in multiple ways. Town staff does not have to prepare, distribute, process and evaluate bids from various bidders. Additionally, staff time is saved in the ongoing use and maintenance of the equipment because the critical equipment covered by these competitively bid contracts is the same as and is interchangeable with the equipment utilized by the Paradise Police Department throughout the Patrol vehicle fleet. This allows maintenance staff to be competent in the programming and maintenance of a single line of equipment, and only requires the stocking of parts to repair a single line of equipment. In the future, if cars become unserviceable, the equipment covered by these competitively bid contracts will be interchangeable with the equipment on the other vehicles already in the fleet and the equipment provides for uniform operation of the equipment for the end-user.

The total cost to outfit the police vehicles is more expensive per vehicle than the primary contract for the 2016 police vehicles in the 15/16 budget cycle due to these contracts being more comprehensive in the items covered, to include MDC's, vehicle docking stations, K9 vehicle equipment and other miscellaneous parts not included in the primary 15/16 contract.

Fiscal Impact Analysis:

The purchase of the police vehicle equipment necessary to outfit three Patrol vehicles under the Placer County and County of Sacramento competitively bid contracts will cost a total of \$47,289.97, which would be paid using a five (5) year lease. The lease payment will be funded by C funds, with no General Fund expenditures.



4707 Northgate Blvd.
 Sacramento, CA. 95834
 Parts Dept. 916-646-6626
 Service Dept 916-646-6636
 Fax 916-646-6656

** QUOTATION **
 *** DUPLICATE ***
 Ord # 01 57951
 P/O # UTILITY

NET 30 DAYS

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 11/26/2016

Lin	Qty	Part Number	S Description	Wt.Each	Net	Value
002	3	WH STPKT83	F STRAP KIT			
003	3	WH CCSRNTA3	CENCOM SAFFIRE	550.0000	1650.00	
004	3	WH SA315P	F SIREN SPEAKER	150.0000	450.00	
014	2	SE PK1134ITU12SCA	F 8XL PARTITION	561.7500	1123.50	
015	2	SE GK10301S1U	DUAL WEAPON MT	299.2500	598.50	
017	2	SE WK0514ITU12	WINDOW GUARDS	156.7500	313.50	
018	2	SE DK0598ITU12	F ALUM DOOR PANL	119.2500	238.50	
019	3	SE BK2017ITU16	P PB450L2 UTIL	567.0500	1701.15	
023	3	WH SSFFP16	F H/LIGHT FLASHER	77.4000	232.20	
030	2	SE TPA9289	LOWER RADIO TRY	267.7500	535.50	
032	12	NA 782-1635	F POWER SCKT	10.4100	124.92	
Part Ordered: ## 78216 35						
038	3	LE PKILLMAG	F SIREN PARK KILL	42.0000	126.00	
041	3	WH IJ795HT	F 795 MNT W/ TDS	91.7000	275.10	
042	3	WH 795H	F EMITTER	1145.7000	3437.10	
043	3	WH SAK52	F SPEAKER BRACKET	24.6000	73.80	
044	3	WH IH8RRBB	F LIBERTY II BAR	1650.0000	4950.00	
045	3	HS C-VS-0812-INUT-1	UTILITY CONSOLE	313.9900	941.97	
046	3	HS C-MD-102	P SWING ARM W/TLT	231.4400	694.32	
047	3	HS DS-PAN-112-2	F DEVMT, DOCKST,	932.5700	2797.71	
Part Ordered: ## DSPAN112-2						
048	3	HS C-CUP2-I	F CON,ACSY,CUPHLD	30.8700	92.61	
049	3	HS C-EB40-CCS-1P	F FACE PLATE 1 PC			
050	3	HS C-EB25-MRD-1P	FACE PLATE 1 PC			
051	3	HS C-FP-2	F PLT,2MS,			
052	3	HS C-FP-35	F PLT,3.5MS,			
053	3	GJ 7160-0431	F 2" USB AUDIO	64.8000	194.40	
Part Ordered: ## 7160 - 0431						
054	3	FS LF18ES-LED	F LITLITE,18,LED	78.0000	234.00	
055	1	SC SC-934-5-A-K9	RAPID ADJUST	199.5000	199.50	
056	2	AD SUVIC1311	F SEAT/SCREEN C/B	894.9300	1789.86	
057	3	WH VTX609R	F VERTEX RED	68.0000	204.00	
058	3	WH VTX609B	F VERTEX BLUE	68.0000	204.00	
059	6	WH VTXFB	F VERTX BEZEL BLK	5.2200	31.32	
060	3	WH TIONA	T-SERIES AMBER	108.0000	324.00	
061	3	WH TIONB	P LED MOD, BLUE	108.0000	324.00	
062	3	WH VTX609R	F VERTEX RED	68.0000	204.00	
mounted in rear tail lights						
063	3	WH VTX609B	F VERTEX BLUE	68.0000	204.00	

TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
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WWW.LEHRAUTO.COM

SALES@LEHRAUTO.COM

RCVD.
BY: _____

PAY THIS
AMOUNT

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4707 Northgate Blvd.
 Sacramento, CA. 95834
 Parts Dept. 916-646-6626
 Service Dept 916-646-6636
 Fax 916-646-6656

** QUOTATION **
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 Ord # 01 57951
 P/O # UTILITY

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 PARADISE CA 95969

9/06/16
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 Expires
 11/26/2016

Lin	Qty	Part Number	S Description	Wt.Each	Net	Value
Mounted in rear Tail Lights						
064	2	SE TK0230ITU12	CARGO BOX	899.2500	1798.50	1798.50
065	3	SE TF0237ITU12	F LEG KIT UTILITY	54.7500	164.25	164.25
066	1	SE TK0243ITU12	CARGO LFC/BSC	974.2500	974.25	974.25
067	3	P3 CF-3110672CM	P CF-31 LAPTOP	3799.0000	11397.00	11397.00
sacramento county contract Win7 (Win8.1 Pro COA), Intel Core i5-5300U 2.30GHz, vPro, 13.1" XGA Touch, 4GB, 500GB(7200rpm), Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:Selectable), 4G LTE Multi Carrier (EM7355), GPS, Emissive Backlit Keyboard, No DVD Drive, Toughbook Preferred						
068	3	RD AP-CG-Q-S11-BL	CELL/LTE/GPS	105.0000	315.00	315.00
antenna -Cell / GPS tough book only has two pass throughs available						
069	3	PP 03-0211	UTIL HRNS FRONT	595.0000	1785.00	1785.00
Patrol Power Harness includes - labeled wire , fuse box and timer						
070	1	HS KK-K9-F18-K	K-9 INSERT UTIL	2086.4300	2086.43	2086.43
071	1	HS KK-K9-HA-FKT-10	F 10" COOLING FAN	314.9300	314.93	314.93
074	6	WH IONGROM	F ION GROMMET MNT	4.2900	25.74	25.74
075	3	WH SSFP16	F H/LIGHT FLASHER	77.4000	232.20	232.20

135	43362.76		675.00			3252.21
TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
					PAY THIS AMOUNT	\$ 47289.97

WWW.LEHRAUTO.COM

SALES@LEHRAUTO.COM

RCVD.
 BY: _____

County of Placer
BLANKET PURCHASE ORDER

BP022836

Page 1 of 2



Department of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone (530) 886-2122

Please reference the above number on all invoices and correspondence related to this order.

**Blanket Purchase Order
97 - 2017 - BP022836**

Date Issued: 9/1/16

Vendor: 32955 - 001 STOMMEL INC dba LEHR AUTO ELECTRIC 4707 NORTHGATE BLVD SACRAMENTO, CA 95834-	Send Invoices to: Multiple Departments Contact each department for billing instructions for each account -, CA - Phone: (530) 000-0000
Direct all questions regarding this agreement to: Buyer: Jon Manning Phone: (530) 889-4290 FOB Point: Destination - Frt ppd & assumed by vndr Payment Terms: Net 30 Days	Effective Date: 10/1/16 Expiration Date: 9/30/17 Total Purchases shall not exceed: \$ 225,000.00

This blanket purchase order shall be governed by the attached terms and conditions.

Description:

Commodity Code: 928-15

Patrol vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew BP021656 and their response to Placer County Bid No. 10385 - see attached for pricing, terms, and conditions.

CONTACTS:

Vendor Contact: Jim Stommel, Ph. #916-646-6626, Fax #916-646-6656, E-mail: jim@lehrauto.com

Placer County Contacts:

Probation Dept. Contact (Orders and Billing): Chris Artim, Ph. #530-889-7912

Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865

Placer County Billing Contact: LeAnn Johnson, Ph. #530-889-6919

This represents the second of three optional one-year renewals which were approved by the Board of Supervisors on October 21, 2014.

Departments authorized to use this agreement:

Multiple Departments, indicated be

Probation Department

Sheriff-Coroner-Marshal

BLANKET PURCHASE ORDER

Special Instructions:

<No Requisition>
<Replaces BP022286>
<Second Renewal of Bid No. 10385>

Brett Wood, Purchasing Manager

By: Brett M Wood

**COUNTY OF PLACER
PURCHASE ORDER/BLANKET PURCHASE ORDER
GENERAL TERMS AND CONDITIONS**

The following provisions are made a part of this Purchase Order or Blanket Purchase Order, and Contractor, by acceptance of this order, agrees to these terms and conditions in their entirety and without exception. As used herein, the terms Purchase Order, Blanket Purchase Order, and Contract are interchangeable. As used herein, the term Placer County means Placer County or its officers, agents, employees and volunteers.

1. APPLICABLE LAWS AND REGULATIONS. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. To the extent that a provision of the contract is contrary to the laws of the State of California or the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties, unless terminated by consent of both the Contractor and the County.

2. ALTERATIONS TO CONTRACT. All specifications and plans referred to in this order shall form a part of the contract. This order must be filled exactly as specified. No exceptions, alternates or substitutes will be accepted unless authorized by a written change order. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Purchasing Agent of the County of Placer. No charges will be allowed for packing, wrapping bags, containers, reels, etc. unless otherwise specified.

3. ASSIGNMENT. This contract shall not be assignable by the contractor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

4. TIMELY DELIVERY. Time of delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time.

5. INSPECTION AND ACCEPTANCE. Materials purchased are subject to the acceptance of the County of Placer and if rejected are held subject to the Contractor's risk and expenses incurred for their return. No equipment, supplies or services received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said equipment, supplies or services. All equipment, supplies or services which do not comply with the specifications or requirements of this contract or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The County reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

6. DOCUMENTATION. Purchase Order / Blanket Purchase Order / Contract Number must appear on all invoices, packing lists, packages, shipping notices, and any correspondence. An itemized packing list shall be enclosed in each box or package.

7. MERCHANTABILITY. The contractor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.

8. INVOICES AND PAYMENT. Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. Submit an original and one (1) copy of the invoice(s) to the invoice address shown on the face of the order. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified on the face of this purchase order (or blanket purchase order). The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. **LATE FEES:** In accordance with Section 926.10 of the California Government Code, Placer County will pay interest at the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" as defined above.

9. TAXES. The County of Placer must pay California state and local sales tax, unless purchase order, blanket purchase order or contract specifically indicates exemptions. The County of Placer is exempt from Federal Excise and Transportation taxes. Exemption certification will be furnished upon request.

10. LIENS. Contractor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of any nature whatsoever.

11. INSURANCE. The contractor shall maintain insurance adequate to protect him from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the purchase order, blanket purchase order or contract. The contractor may be required to file with the County of Placer certificates of insurance, naming the County, its agents, officials, and employees as additional insured in dollar limits specified by the County. Failure to furnish such evidence, if required, may be considered default of the contractor.

12. INDEMNIFICATION. Unless indemnification requirements are otherwise stated in this contract, the Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

13. PATENT INFRINGEMENT. Contractor shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

14. NON-COLLUSION. The contractor certifies that his/her quotation is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a quotation for the same requirement and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

15. CONFLICT OF INTEREST. Contractor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.

16. FORCE MAJEURE. If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this request, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

17. RIGHTS AND REMEDIES OF COUNTY. If any item furnished by the contractor fails to conform to bid specifications, or to the sample submitted by the contractor with his/her bid, the County may reject it. Upon rejection, the contractor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples. If the contractor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the contractor the difference between the price named in the contract or purchase order and the actual cost to the County. If the contractor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the contractor the difference between the price named in the contract or purchase order and the actual replacement cost to the County. If the contractor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the contractor therein agreed to supply shall be borne and paid for by the contractor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.

18. NON-APPROPRIATION. In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

19. TERMINATION OF CONTRACT. In the event of a material breach of the contractual obligations by the Contractor, the County may terminate the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide the county within 10 working days from notification a written plan detailing how the contractor intends to cure the breach. If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of immediate termination. Blanket Purchase Orders may be terminated by the County without cause upon 30 calendar days' written notice.

20. ENTIRETY OF AGREEMENT. This contract contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this contract, shall be binding or valid.

21. VENDOR FINANCIAL STABILITY. If, during the term of any contract the vendor has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor shall immediately provide the County with a written notice to that effect and that it shall provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County. County reserves the right to cancel the agreement if, in the sole opinion of the County, the vendor is financially unable to meet its obligations under the agreement.

22. COUNTY'S OPTION TO RENEW BLANKET PURCHASE ORDER: In the event that the awarded supplier offers to supply his service(s) to the County of Placer for the exact same price as indicated in the Blanket Purchase Order herein for any succeeding year or agreement period, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase at the time prior to the succeeding year's contract renewal, and if the service provided by the supplier was to the satisfaction of the County, the County reserves the right to extend the period of the contract on a year-to-year basis to the awarded supplier.



Administrative Services
Procurement Services

2964 Richardson Drive ▪ Auburn, CA 95603 ▪ (530) 886-2122

July 20, 2016

Mr. Jim Stommel
Stommel Inc
4707 Northgate Blvd
Sacramento, CA 95834

Via Email to: jjim@lehrauto.com

Re: Blanket Purchase Order No. 22286 – Patrol Vehicle Equipment and Installation Services

Dear Mr. Stommel,

Placer County awarded the above Blanket Purchase Order to your firm for the period of October 1, 2015 through September 30, 2016 on behalf of the Sheriff's Office. The office has reported they are satisfied with the services you have provided and would like to renew the agreement for the period of October 1, 2016 through September 30, 2017.

Please review the attached Blanket Purchase Order, note your decision below, then sign and return this letter to me by **August 3, 2016**. Please return it via email to: jdmannin@placer.ca.gov.

Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

If you have any questions regarding this process, please feel free to call me at 530-889-4290 or contact me via email.

Sincerely,

Jon Manning, CPPB
Buyer II

AS AUTHORIZED REPRESENTATIVE(S) OF THIS FIRM, I/WE:

- Agree to a one-year renewal of the above blanket purchase order(s) for the exact same pricing and terms.
- Agree to a one-year renewal of the above blanket purchase order(s) with the changes shown on the attached. (Please line through the original information without obliterating it.)

Name (type or print): Jim Stommel

Title: President

Signature:

Date: 7/25/16



County of Placer
BLANKET PURCHASE ORDER

BP022286
Page 1 of 2



Department of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone (530) 889-7776

Please reference the above
number on all invoices and
correspondence related to this
order.

Blanket Purchase Order
20 - 2016 - BP022286

Date Issued: 11/3/15

Vendor: 32955 - 001 STOMMEL INC dba LEHR AUTO ELECTRIC 4707 NORTHGATE BLVD SACRAMENTO, CA 95834-	Send Invoices to: Sheriff-Coroner-Marshal 2929 Richardson Drive, Suite A PO Box 6990 Auburn, CA 95604 Phone: (530) 889-7800
Direct all questions regarding this agreement to: Buyer: Jon Manning Phone: (530) 889-4290 FOB Point: Destination - Frt ppd & assumed by vndr Payment Terms: Net 30 Days	Effective Date: 10/1/15 Expiration Date: 9/30/16 Total Purchases shall not exceed: \$ 225,000.00

This blanket purchase order shall be governed by the attached terms and conditions.

Description:

Commodity Code: 928-15

Patrol vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew BP021656 and their response to Placer County Bid No. 10385 - see attached for pricing, terms, and conditions.

CONTACTS:

Vendor Contact: Jim Stommel, Ph. #916-646-6626, Fax #916-646-6656, E-mail: jim@lehrauto.com
Placer County Contact: Matt Burgans, Ph. #530-889-7865
Placer County Billing Contact: LeAnn Johnson, Ph. #530-889-6919

This represents the first of three optional one-year renewals which were approved by the Board of Supervisors on October 21, 2014.

Departments authorized to use this agreement:

Sheriff-Coroner-Marshal

County of Placer
BLANKET PURCHASE ORDER

BP022286
Page 2 of 2

Special Instructions:

INSURANCE: Your insurance certificate(s) and related documentation have been accepted on a preliminary basis. The County of Placer has contracted with Ebix RCS of Portland, Michigan to review the certificates(s) and endorsement(s) to assure complete and accurate compliance with the insurance provisions required by this agreement. They may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their requests for information or corrections in order for the County to continue your contract through the expiration date.

<Requisition No. 20-2016-RQ059974>
<Replaces BP021656>
<First Renewal of Bid No. 10385>

Brett Wood, Purchasing Manager

By: *Brett Wood*



COUNTY OF PLACER

ADMINISTRATIVE SERVICES DEPARTMENT

Jerry Gamez, Director of Administrative Services

- DIVISIONS: Administration, Central Services, Information Technology, Procurement Services, Revenue Services, Telecommunications

PROCUREMENT SERVICES DIVISION, 2964 Richardson Drive, Auburn, CA 95603, Phone: (530) 886-2122

August 10, 2015

Mr. Jim Stommel, Lehr Auto Electric, 4707 Northgate Blvd, Sacramento, CA 95834

E-mail: jim@lehrauto.com

Re: Blanket Purchase Order No. 21656 - Patrol Vehicle Equipment and Installation Services

Dear Mr. Stommel,

Placer County awarded the above Blanket Purchase Order to your firm on behalf of the Placer County Sheriff's Department during the period of October 21, 2014 through September 30, 2015. The terms and conditions of the original agreement allow the option to renew the agreement pending successful negotiation of terms for the renewal period.

The County is considering renewal of this agreement for the period of October 1, 2015 through September 30, 2016. Please note your decision below, then sign and return this letter via email to jdmannin@placer.ca.gov or via fax to 530-889-4288 as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

If you have any questions regarding this process, please feel free to call me at (530) 889-4290.

Jon Manning, CPPB, Buyer II

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I/WE:

- Agree to a one-year renewal of the above blanket purchase order(s) for the exact same pricing and terms.
Agree to a one-year renewal of the above blanket purchase order(s) with the changes shown on the attached. (Please line through the original information without obliterating it.)

Name (type or print): Jim Stommel

Title: PWD.

Signature: [Handwritten Signature]

Date: 8/11/15



Placer County

Tabulation Report IFB #10385 - Patrol Vehicle Equipment, Supplies, and Installation Services Vendor: Lehr Auto Electric

Code	Name	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
Line 1	Total Bid Amount				\$78,607.75	1	TOTAL	\$78,607.75		

General Comments:

General Attachments: LEHR 10385 Attachment D - Bid Pricing Worksheets.xls

**COUNTY OF PLACER
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES**

SUPPLEMENTAL TERMS AND CONDITIONS

1. REQUIRED DOCUMENTS

Bidders shall complete all yellow fields in the documents listed below, which are documents that need to be downloaded, completed (offline), and then uploaded as part of your electronic response, or follow the instructions in Section 2 below, to be considered for award. Bids which are missing the required response attachments may be rejected as non-responsive.

Attachment A – Supplemental Terms and Conditions (informational only)
Attachment B – Scope of Work (informational only)
Attachment C – Insurance Requirements (informational only)
Attachment D – Bid Pricing Worksheets
Attachment E – Lightbar Configuration (informational only)

2. HARD COPY BID RESPONSES

Bidders wishing to submit a hard copy bid will need to complete the attachment titled “**Hard Copy Bid Cover Sheet**”, and submit it along with the other required documents listed in Section 1 above. Bidders shall submit their hard copy bid response in a sealed envelope that clearly identifies the bid number, title, and closing date and time to the Procurement Services Division, 2964 Richardson Drive, Auburn, CA, 95603, between the hours of 8:00 am and 5:00 pm (Pacific), Monday through Friday (excluding County holidays), prior to the close date and time specified in this bid solicitation.

3. OVERVIEW

Placer County intends to award one or more blanket purchase orders for the purchase of patrol vehicle equipment and supplies as well as equipment installation services on an as-needed basis for the County’s fleet of law enforcement vehicles and equipment on behalf of the Placer County Sheriff’s Office. The items, quantities, sample jobs, services, and occurrences listed in this bid represent the County’s estimated annual requirements and will be utilized for evaluation purposes only. The County does not guarantee any minimum or maximum quantities that will be purchased or minimum or maximum dollar amounts to be spent throughout the term of the resulting agreement(s). Please note that the County requires NEW PRODUCT ONLY – No refurbished, demo, or restored products will be accepted unless specifically authorized by County staff.

4. NON-MANDATORY VEHICLE INSPECTIONS

Interested bidders who wish to view a County vehicle in-person and get a better understanding of what services are required to complete the work described herein shall contact Matt Burgans for a viewing appointment at (530) 889-7865. This pre-bid visit is not mandatory, although interested bidders are highly encouraged to schedule a viewing appointment to better understand the nature of the work required in this bid. Failure to schedule and attend a viewing of a County vehicle shall not relieve any bidder from their responsibility to successfully perform the work described herein.

5. PRICING

Responding bidders shall indicate their hourly shop rate for the services described herein as well as provide firm, fixed prices and discounts off list prices for the patrol vehicle equipment and supplies listed in this bid for the initial contract period of approximately one year from the date this bid is awarded. Pricing offered in the bid line items herein shall be for services provided during the successful firm's normal business hours. Overtime will not be required. The bidder's shop labor rate per hour offered herein shall apply to all vehicle and equipment makes, models, and types.

All bidders shall complete and return **Attachment D – Bid Pricing Worksheet**. The prices offered by bidders shall be exclusive of sales tax (applicable sales tax shall be added to the County's invoices). The discounts offered by bidders for the brands listed in **Attachment D** shall be calculated and billed in addition to any invoice terms that are offered.

All rates shall be billed in accordance with the bidders offered pricing. The County will not accept or pay any premiums, administrative surcharge costs, or any other surcharges that are not identified in the bidder's response. Charges imposed by the State of California or Federal Government after the bid has been awarded will be honored.

6. AWARD

6.1. This bid shall be evaluated and awarded by category or on an all-or-none basis, whichever is in the County's best interest. The bid evaluation will consider the total cost to install the patrol vehicle equipment into a typical Chevrolet Tahoe 4x2 and 4x4 patrol vehicle for evaluation purposes. This cost will be determined by multiplying the firm's shop labor rate by the total estimated time to install the equipment, as determined by the County. The estimated installation time will be 18 hours of labor for evaluation purposes only. Local Vendor Preference (if applicable), prompt payment discounts, optional pick up/delivery rates, travel time, travel time rate, turnaround time, and adherence to all conditions and requirements of this bid will also be considered. Bidders are not required to bid on all categories to be considered for award however Placer County reserves the right to award the bid based on pricing offered for the most categories.

6.2. An example of a typical Chevrolet Tahoe patrol vehicle installation includes the following equipment (manufacturer or supplier is shown in parenthesis – no substitutions):

- Light Bar System (Whelen/Cencom)
- Headlight Flasher (Soundoff)
- Siren Speaker and Bracket (Whelen)
- Maplight (Little Lite)
- Radio Mounting Console (Lehr)
- Cage (Setina)
- Gun Locks – 2 per vehicle (Santa Cruz)
- Push Bumper (Setina)

All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

- 6.3. Other public agencies may elect to “piggyback” on the County’s resulting agreement(s). It will be the responsibility of the other agencies to execute separate contracts with the successful bidder(s) at the same bid pricing (refer to this Bid’s General Terms and Conditions, Section 22) through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between Placer County and the successful bidder(s) would be made available to those other agencies.

7. DELIVERY REQUIREMENTS

- 7.1. Bidder’s pricing for equipment and supplies shall be FOB Destination, freight prepaid and assumed by the successful bidder, inside delivery to the following address:

Placer County Sheriff’s Office
2929 Richardson Drive, Ste. A
Auburn, CA 95603

- 7.2. The successful bidder shall deliver regular orders within five (5) business days of order placement for the complete order (no partial deliveries will be allowed unless specifically approved by County staff at the time the order is placed). There will also be occasions where the County will need to place an emergency order, which shall be defined as items which are so urgently needed that they must be delivered within forty-eight (48) hours of placing the order or items that are not available from the vendor’s normal inventory. In these instances actual freight charges will be allowed with written approval from the County employee placing the order. All freight charges shall be prepaid by the vendor and added to the resulting invoice. Freight collect charges will not be allowed. The vendor shall clearly advise County personnel of such emergency order circumstances for authorization at the time the order is placed with the vendor.
- 7.3. If the County’s orders are not delivered within the delivery times specified herein, the County reserves the right to cancel the order and obtain the products from another source. In the event that the County must make such open market purchases, the County reserves the right to exercise the provisions of Section 17 of this bid’s General Terms and Conditions. Continued non-compliance with the stated delivery times may be cause for cancellation of the resulting agreement.

8. PRICE LISTS

Placer County requests that the successful bidder provide price lists upon award of the resulting agreement for each of the manufacturer discounts offered in the successful bidder’s completed **Attachment D – Bid Pricing Worksheet**. The County will accept electronic versions of the price lists if hard copies are not available (e.g. CD’s, flash drives, etc.). These lists will be used to verify the discount pricing on the resulting invoices. All price lists shall be provided free of charge to the County. The County also prefers that the successful bidder(s) state the manufacturer’s list price, the bidder’s offered discount off list price, and the net price for each part purchased on the resulting invoices. The successful bidder shall be responsible for notifying the Placer County Sheriff’s Office primary contact as well as the Procurement Services Division of any changes or updates to the bidder’s/manufacturer’s published catalog/list prices that occur during the contract period.

9. INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish evidence of insurance, including required endorsements, to Placer County Procurement Services demonstrating proof of coverage in the amounts as specified in **Attachment C, Placer County Insurance Requirements**, within ten (10) calendar days following receipt of a Notice of Intent to Award.

THE PROOF OF INSURANCE SHALL INCLUDE A SEPARATE ENDORSEMENT FORM(S) CONTAINING THE EXACT ENDORSEMENT LANGUAGE SPECIFIED IN SECTION 5.0 OF THE ATTACHED INSURANCE REQUIREMENTS, AND SHALL INCLUDE THE GENERAL LIABILITY POLICY NUMBER. BLANKET ENDORSEMENT FORMS MAY BE REJECTED.

Failure to comply with the County's insurance and endorsement requirements will result in the disqualification of your bid. All costs of complying with the insurance AND endorsement requirements shall be included in your bid pricing. Bidders are strongly advised to read **Attachment C, Placer County Insurance Requirements**, prior to submitting a bid. Bidders are NOT required to submit proof of insurance with their bid responses.

10. SUBCONTRACTING

The successful bidder shall not subcontract any portion of the work to be performed under the resulting agreement.

11. EQUIVALENT/ALTERNATE OFFERS

Due to the standardization of the County's patrol vehicle equipment including the County's inventory of repair/replacement parts as well as officer training issues, bids will only be accepted for the brand and model patrol vehicle equipment and supplies specified in **Bid Attachment D**.

12. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for patrol vehicle equipment installation services and to safely maintain stored equipment or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Placer County.

13. WORKMANSHIP

All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder's employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder's Manager and/or Placer County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents.

**COUNTY OF PLACER
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES**

SCOPE OF WORK

- 1.0** The successful bidder shall be regularly established in the business of routine emergency vehicle lighting and equipment installation services on a variety of patrol vehicles and equipment. Responding firms shall have staff experienced in the installation of law enforcement radios, "Code 3" emergency equipment, prisoner partitions, mounting consoles, trunk racks, cages and gun locks at a minimum.
- 2.0** The successful bidder shall be qualified and capable of performing equipment installation services on various types of patrol vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers, off-highway vehicles, and boats.
- 3.0** Time is of the essence in returning County vehicles to service. The successful bidder agrees that work performed under the resulting agreement shall receive top priority over other work in the successful bidder's shop. If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the right to assign the job to another vendor.
- 4.0** In the event that the successful bidder is unable to respond or complete the requested services within the bidder's stated turnaround time, the successful bidder shall notify the County designated contact person immediately prior to commencing work. The County at its sole discretion may elect to utilize the services of another vendor in such instances and will notify the successful bidder if such intention is to be exercised.
- 5.0** The successful bidder agrees that the County has the right to view any work performed on a County vehicle at the successful bidder's facility at any time, whether or not services have been completed. The successful bidder agrees that the County has the right to audit any work performed by the successful bidder.
- 6.0** The successful bidder warrants the goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.
- 7.0** The successful bidder agrees that the County has the right to make the final determination as to whether services have been satisfactorily completed. Should any portion of the work to be done which, due to any cause, is not in accordance with the specifications or is not satisfactorily completed, it will be rejected and the successful bidder shall immediately make a satisfactory arrangement with the County before proceeding with other work. The successful bidder shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The successful bidder shall bear all costs of

correcting such rejected work. This provision applies during the contract term and any resulting renewal periods.

- 8.0** The successful bidder shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles. The successful bidder shall be responsible for restoring or replacing any equipment, vehicle, etc. so damaged to the satisfaction of the County and at the sole expense of the successful bidder. The successful bidder shall immediately report to the County any damages to the vehicle or equipment resulting from services performed under the resulting agreement.

PLACER COUNTY INSURANCE REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with the PLACER COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to PLACER COUNTY, with a Best's Rating of no less than A:VII showing.

3. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against PLACER COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

If the CONTRACTOR has no employees and is exempt from carrying Worker's Compensation Insurance, the following language shall apply:

"CONTRACTOR represents they have no employees and, therefore, is not required to have Workers Compensation coverage. CONTRACTOR agrees they have no rights, entitlements or claim against PLACER COUNTY for any type of employment benefits or workers' compensation or other programs afforded to PLACER COUNTY employees."

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
- (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of PLACER COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by PLACER COUNTY as noted above. In no cases shall the types of policies be different.

5. **ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against PLACER COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish PLACER COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PLACER COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. PLACER COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder Information - Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on the insurance certificates and related documents shall read as follows:

County of Placer
c/o Ebix RCS
PO Box 257
Portland, MI 48875-0257

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review. The County will forward those documents to Ebix RCS on your behalf.

County of Placer
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES
BID PRICING WORKSHEET

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURER'S PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
<p>Vendor Name: (Enter your Company Name here) LEHR AUTO ELECTRIC 4707 Northgate Blvd Sacramento, CA, 95834</p> <p>Invoice Terms: Bidders shall enter their payment terms in the space provided. Discount of <u>0</u> % for invoices paid within <u> </u> days, or Net <u>30</u>.</p> <p>Delivery/Turnaround Time: Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the space provided. DELIVERY TIME: 2-21 Days (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of your every day items TURNAROUND TIME: 3-5 Days normal)</p>									
<p>INSTRUCTIONS: - Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response. - Note difference in package size and other variables in "Comments" section. - Indicate discount of manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).</p> <p>NOTE: The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by the bidder. Refer to Section 19 of this bid's General Terms and Conditions for further details on the County's payment policy.</p>									
<p>CATEGORY 1 - PATROL VEHICLE EQUIPMENT AND SUPPLIES</p>									
1.1	Lightbar with the following options/modifications: Add (2) LR111 Flashing ALLEY Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SX1LED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRRB	1,425.00	21,375.00	5 Years	
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71	50.00	750.00	2 Years	
1.3	CanCom Sapphire Siren with amplifier control module with pigtails, traffic advisor module, and microphone with CCM/CX20 included (20" microphone cable).	EA	15	Whelen Engineering	CCSRNTA3	550.00	8,250.00	2 Years	
1.4	Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing Bodyguard PB400	BK0534TAH07	240.00	3,600.00	5 Years	
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502	875.00	13,125.00	5 Years	
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing 8-VS Series	PK0369TAH10SCA	550.00	8,250.00	5 Years	
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H	64.35	965.25	1 Year	
1.8	Ratchet Lock	EA	15	Santa Cruz	SC-5H	100.10	1,501.50	1 Year	
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-91SP	58.50	1,755.00	1 Year	
1.10	Siren Speaker	EA	15	Whelen	SA31SP	150.00	2,250.00	2 Years	
1.11	Speaker Bracket Kit for Whelen SA31SP Speaker	EA	15	Whelen	SAK1	20.00	300.00	2 Years	

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County of Placer
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES
BID PRICING WORKSHEET

Vendor Name: (Enter your Company Name here) **LEHR AUTO ELECTRIC 4707 Northgate Blvd Sacramento, CA: 95834**

Invoice Terms: Bidders shall enter their payment terms in the space provided. Discount of 0 % for invoices paid within days, or Net 30 .

Delivery/Turnaround Time: Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the spaces provided.

DELIVERY TIME: 2-21 Days (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of your every day items)
TURNAROUND TIME: 3-5 Days normal

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
1.12	Plug In Headlight Flasher for 2007 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETH1AHO-07	62.40	936.00	5 Years	
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	65.00	2,925.00	5 Years	
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	65.00	2,925.00	5 Years	
1.15	LN3 Series Super-LED Lighthead, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR	50.00	750.00	5 Years	
1.16	LN3 Series Super-LED Lighthead, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR	50.00	750.00	5 Years	
1.17	Mounting Bracket for LN3 Series Super-LED Lighthead (Horizontal Mounting)	EA	30	Whelen	RBK11	7.50	225.00	2 Years	
1.18	Chargeguard>Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X	66.00	1,020.00	3 Years	
1.19	Little 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERB	41.40	621.00	5 Years	
1.20	Patrol Vehicle "Placer" Console, consisting of the following components:	EA	12	Lehr Auto Electric	PCC001	399.00	4,668.00	5 Years	
	Arm Rest w/2" Extension	EA	1	Lehr Auto Electric	PARAM02TALL	112.80			
	Arm Rest Pad	EA	1	Lehr Auto Electric	PAPP	46.00			
	XTL2500 3" Faceplate	EA	1	Troy Products	FP-MXTL5000	28.00			
	Centrom 4" Faceplate	EA	1	Troy Products	FP-WC10285909	28.00			
	1" Blank	EA	1	Troy Products	FP-BLNK1	7.00			
	2" Blank	EA	1	Troy Products	FP-BLNK2	7.00			
	4" Beverage Holder	EA	1	Troy Products	AC-INBHG	36.00			
	Mount Kit	EA	1	Troy Products	AC-FST12000	71.40			

INSTRUCTIONS:

- Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response.
- Note difference in package size and other variables in "Comments" section.
- Indicate discount off manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).

NOTE: The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by the bidder. Refer to Section 19 of this bid's General Terms and Conditions for further details on the County's payment policy.

OK

County of Placer
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES
BID PRICING WORKSHEET

Vendor Name: (Enter your Company Name here) **LEHR AUTO ELECTRIC 4707 Northgate Blvd Sacramento, CA 95834**

Invoice Terms: Bidders shall enter their payment terms in the space provided. Discount of 0 % for invoices paid within days, or Net 30.

Delivery/Turnaround Time: Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the space provided.

DELIVERY TIME: 2-21 Days (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of your every day items)
TURNAROUND TIME: 3-5 Days normal

INSTRUCTIONS: - Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response.
- Note difference in package size and other variables in "Comments" section.
- Indicate discount off manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).

NOTE: The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by the bidder. Refer to Section 19 of this bid's General Terms and Conditions for further details on the County's payment policy.

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
1.22	Discount off list price for <u>Havis Inc.</u> products not specified above.			30.00%	100.00	30.00	70.00		
1.23	Discount off list price for other <u>Trox Products</u> not specified above.			32.00%	100.00	32.00	68.00		
1.24	Discount off list price for other <u>Saundoff</u> products not specified above.			40.00%	100.00	40.00	60.00		
1.25	Discount off list price for other <u>Federal Signal</u> products not specified above.			40.00%	100.00	40.00	60.00		
1.26	Discount off list price for other <u>Selina</u> products not specified above.			25.00%	100.00	25.00	75.00		
1.27	Discount off list price for other <u>Cole Hersee</u> products not specified above.			57.00%	100.00	57.00	43.00		
1.28	Discount off list price for other <u>Whalen Engineering</u> products not specified above.			40.00%	100.00	40.00	60.00		
1.29	Discount off list price for other <u>Santa Cruz Gunlocks</u> products not specified above.			35.00%	100.00	35.00	65.00		
1.30	Discount off list price for other <u>Laguna 3P Manufacturing</u> products not specified above.			15.00%	100.00	15.00	85.00		
SUBTOTAL FOR CATEGORY 1:							77,527.75		
CATEGORY 2 - PATROL VEHICLE INSTALLATION SERVICES									

OK

County of Placer
 PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES
 BID PRICING WORKSHEET

Vendor Name: (Enter your Company Name here)
 LEHR AUTO ELECTRIC 4707 Northgate Blvd
 Sacramento, CA. 95834

Invoice Terms:
 Bidders shall enter their payment terms in the space provided.
 Discount of 0 % for invoices paid within days, or Net 30.

Delivery/Turnaround Time: Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the space provided.
 DELIVERY TIME: 2-21 Days (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of your every day items
 TURNAROUND TIME: 3-5 Days normal

INSTRUCTIONS: - Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response.
 - Note difference in package size and other variables in "Comments" section.
 - Indicate discount off manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).
 NOTE: The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by the bidder. Refer to Section 19 of this bid's General Terms and Conditions for further details on the County's payment policy.

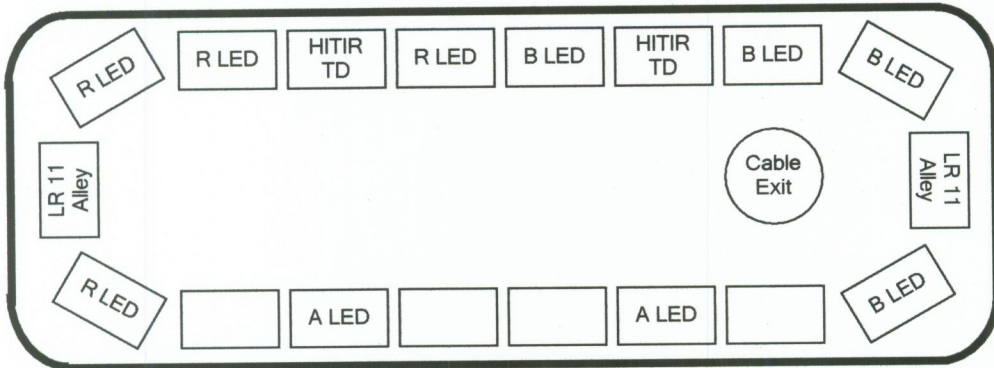
ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
2.1	Shop labor rate per hour for patrol vehicle equipment installation services:	HOUR	18			60.00	1,080.00		
SUBTOTAL FOR CATEGORY 2:							1,080.00		
TOTAL BID AMOUNT (BIDDERS SHALL ENTER THIS NUMBER AS THEIR RESPONSE IN PUBLIC PURCHASE): \$							78,607.75		

\$165.00 / \$1170.00

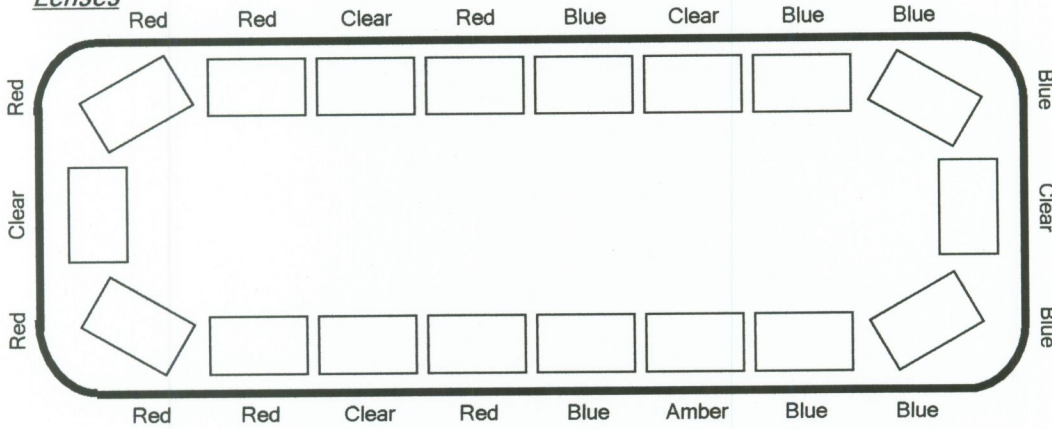
Due to rising Benefit cost (Health insurance) and minimum wage increase which impacts labor code of 2 times minimum when employees supply tools,

Liberty WC Series Light Bar Order Form/Worksheet

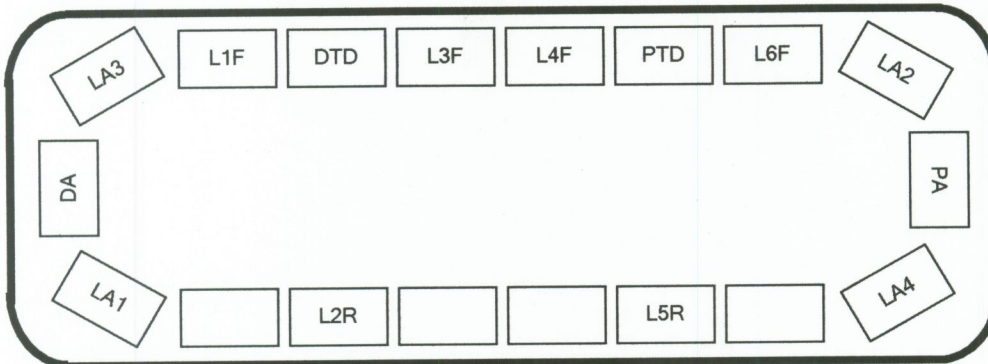
Configuration



Lenses



Wecan Lightbar Mapping





COUNTY OF PLACER
ADMINISTRATIVE SERVICES DEPARTMENT
Procurement Services Division
2964 Richardson Drive, Auburn, CA 95603

INVITATION FOR BIDS OR PRICE QUOTES
GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this bid or price quote by reference and attachment to the Invitation for Bids or Request for Price Quotes document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions.** By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: <http://www.placer.ca.gov/admin/procurement/openbids>. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**
2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division either online, by using the Placer County [EBid](#) System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Placer County [EBid](#) System shall submit their bids to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the [EBid](#) System or obtained from [Procurement Services](#). Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

3. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.

REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Placer County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

4. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.

6. **AWARD.** The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section 18 below) and any prompt pay discounts offered by the bidder (per Section 19 below). The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.
7. **MERCHANTABILITY.** There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.
8. **SAMPLES.** Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.
9. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.
10. **INDEMNIFICATION.** Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.
11. **FORCE MAJEURE.** If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.
12. **TAXES.** Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.
13. **DELIVERY.** All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
14. **FIXED CONTRACT QUANTITIES.** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.
15. **OPEN-END CONTRACT (BLANKET PURCHASE ORDER).** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

16. **NON-APPROPRIATION.** In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.
17. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item or service furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid (if any), or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.
18. **LOCAL VENDOR PREFERENCE.** A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms are available on our website at:
<http://www.placer.ca.gov/Departments/Admin/Procurement/LocalVendorPref.aspx>
19. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more.
20. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.
21. **ASSIGNMENT.** Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
22. **OTHER AGENCIES.** The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.
23. **PROTEST AND APPEAL PROCESS.** Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto.
24. **RECYCLED PRODUCT PREFERENCE.** A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154.
25. **PATENT INFRINGEMENT.** Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

26. **VENDOR FINANCIAL STABILITY.** If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

- - End of General Terms and Conditions - -

MEMORANDUM
COUNTY OF PLACER
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES DIVISION

TO: Honorable Board of Supervisors
FROM: Brett Wood, Purchasing Manager *BW*
DATE: October 21, 2014
SUBJECT: Patrol Vehicle Equipment and Installation Services – Lehr Auto Electric

ACTION REQUESTED

1. Approve the award of competitive Bid No. 10385 to Lehr Auto Electric of Sacramento, CA for the purchase of patrol vehicle equipment, components, and installation services on an as-needed basis on behalf of the Sheriff-Coroner-Marshall's Office in the maximum amount of \$225,000, funded by the Sheriff-Coroner-Marshall's Office FY 2014-15 budget with no new net County cost, for the period of October 21, 2014 through September 30, 2015;
2. Approve the option to renew the resulting blanket purchase order for three additional one-year terms provided that each renewal amount does not exceed 10 percent in aggregate of the recommended award amount of \$225,000; and
3. Authorize the Purchasing Manager to sign the resulting blanket purchase orders.

BACKGROUND

The Sheriff-Coroner-Marshall's Office requires annual blanket purchase orders (BPOs) for the purchase of patrol vehicle equipment, components, and installation services on an as-needed basis to support the department's fleet maintenance operations. The departments' most recent BPOs expired on September 30, 2014.

On behalf of the Sheriff-Coroner-Marshall's Office, the Procurement Services Division developed Invitation for Bids No. 10385 to solicit competitive bids for the department's patrol vehicle equipment and installation service requirements. The bid was distributed via the County's e-Procurement system to fifty potential bidders and was posted on the County's website. Twenty-four vendors accessed the bid documents online. Lehr Auto Electric was the sole bidder and is the County's most recent provider of patrol vehicle equipment and installation services. Based on the department's satisfaction with the vendor's past contract performance and quality of work, the department concurs with Procurement's recommendation to award Bid No. 10385 to Lehr Auto Electric.

Therefore, your Board's approval is required to proceed with a BPO in the maximum amount of \$225,000 and to authorize the Purchasing Manager to sign the resulting BPO.

FISCAL IMPACT

Upon your Board's approval, a BPO will be awarded to Lehr Auto Electric in the maximum amount of \$225,000 for the period of October 21, 2014 through September 30, 2015. The department's purchases are funded by their annual budget with no net County cost. Funds are not encumbered until products are delivered or services are rendered against the BPO.

cc: Mark Reed, Support Services Commander – Sheriff's Office
Virginia Valenzuela, Senior Administrative Services Officer – Sheriff's Office
Liz Zmyslowski, Senior Accountant Auditor – Sheriff's Office



County of Sacramento
Open Item Contract

Contract and Purchasing
Services Division
9660 Ecology Ln.
Sacramento, CA 95827
(916) 876-6360

**Reprint of
Open Item Contract WA00032010 /
08/04/2014**

Your Vendor number with us
628689

LEHR AUTO ELECTRIC
4707 NORTHGATE BLVD
SACRAMENTO CA 95834

Vendors Contact Person: STEVE ADAIR
Vendors Phone Number: 916-267-5547

This number must appear on all correspondence to the
Purchasing Division.

Contract number/date
WA00032010 / 08/04/2014

Issuing Officer/Telephone
Reddie, Tom / 916 876-6369

Signature: _____

Contract Period

Valid from: 08/08/2014

Valid to: 08/07/2015

F.O.B. Dest., Freight Prepaid
Payment Terms: Due in 30 Days
Contractual maximum value: 5,441,624.35

You are hereby notified that the goods and/or services listed have been awarded to you subject to terms and conditions referenced and to the general conditions listed on the reverse.

Before supplying any goods or services to the County, the vendor must obtain a CSO (Contract Shipping Order) number from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in written form. "Verbal" orders are not acceptable. For a CSO to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number must be referenced on all documents related to the order (packing slips, invoices, etc.). Failure to obtain a CSO and reference its number may result in the delay or non-payment of the invoice.

In Car Camera System Equipment

August 6, 2014 Changes to Open Item Contract per email from Kathy Brelje.

Add:

Line 00370 for Package A Complete System (Patrol Vehicles); See Attachment 3 for details

Line 00380 for Package B No Rear Camera (K-9 Vehicles) See Attachment 3 for details

Increase:
Line 10 to 300 each
Line 40 to 300 each
line 280 to 300 each

In Car Camera System Equipment

Commodity: 9500 Hardware-Miscellaneous hardware
7040 IT COMP & Services-PC Peripherals

Vendor's Representative Information:

Lehr Auto Electric
Vendor Number: 628689
4707 Northgate Blvd.
Sacramento, CA 95814
Office: 916-646-6626
Fax Number: 916-646-6656
Cell Number: N/A
Email: steve@lehrauto.com

This contract WA00032010 is established for the acquisition for In Car Camera System Equipment for Sacramento County Sheriff Department Field Support Division per Request for Bid #8179 dated July 25, 2014 and is hereby incorporated by reference and made a part of this contract.

Attachment 1: Warranty Statement: Panasonic Standard Warranty Arbitrator 360 (2.0 Series); HAVIS Standard Limited Warranty; Panasonic USA Standard Warranty Section 1: Limited Warranty-Hardware.

Attachment Number 2: Appendix I: Lehr Auto Electric pricing dated July 25, 2014 is hereby incorporated into and is hereby part of this contract.

Attachment 3: Package A-Complete System (Patrol Vehicles) & Package B-No Rear Camera (K-9 Vehicles)

This contract is restricted for use by Sacramento County Sheriff Department Field Support Division only.

Department point of contact information:

Kathy L. Brelje, Asset Manager
Sacramento County Sheriff Department
Field Support Division
Address: 711 G Street
Sacramento, CA 95814
Telephone Number: 916-874-4177
Fax Number: N/A
Email: kbrelje@sacsheriff.com

Contract & Purchasing Services Contact:
Tom Reddie, Senior Contract Services Officer

Telephone Number: 916-876-6369
Email: reddiet@saccounty.net

Contract Term: August 8, 2014 through August 7, 2015. The County reserves the right to extend this contract for two (2) one-year contract extensions through August 7, 2017.

1. Ordering:

Ordering by email with delivery to Asset Management, 711 G St. Quantities will be ordered on as needed basis as shown on spreadsheet.

2. Part Number Change:

Vendor is required to advise contract department contact on any part number changes.

3. Warranty:

Three year warranty on major components (Toughbook, Arbitrator camera, VPU, docking station); others manufacturer warranty. (See Attachment 1)

4. Shipping and billing instructions:

Ship and Bill to:
Sacramento County Sheriff
Asset Management
ATTN: Kathy Brelje
711 G Street, Rm 202
Sacramento, CA 95814

Applicable Laws - Vendor, in providing the services specified herein, shall comply with all applicable Federal, State and County statutes, patents, copyright laws, ordinances, regulations, directives, and laws. The resultant contract(s) shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California.

Termination:

A. County may terminate any resulting agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. County may terminate any resulting agreement for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in this agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If

notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (a) above.

C. County may terminate or amend any resulting agreement immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for this agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for this agreement or any portion thereof; or 4) if funds that were previously appropriated for this agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

D. If any resulting agreement is terminated under paragraph A or C above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph a or c above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

Contractor shall not incur any expenses under any resulting agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

Invoicing: Prepare invoices in duplicates and send to the ordering department or agency. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; contract number; contract release number (CSO#), unit prices and extensions; sales tax; and an invoice total.

Safety Requirements: All services and merchandise must comply with current California State Division of Industrial Safety orders and O.S.H.A.

Non-assignment: Contractor shall neither assign nor subcontract any of the services required under this contract without prior written consent of the County.

Indemnification: Contractor shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, his agents, representatives or employees. County shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County's Risk Management Office the insurance provisions in these requirements do not provide adequate protection for County and for members of the public, County may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. County's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

Contractor shall furnish the County with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by the County before performance commences. The County reserves the right to require that Contractor provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Contractor's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office. .
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Contractor's profession.

5.UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1.General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate: \$2,000,000
Products Comp/Op Aggregate: \$2,000,000
Personal & Adv. Injury: \$1,000,000
Each Occurrence: \$1,000,000
Fire Damage: \$ 100,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

2.Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3.Workers' Compensation: Statutory.

4.Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

5.Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

1.The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Contractor.

2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. ADDITIONAL INSURED STATUS: The County, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the County, its officers, directors, officials, employees, or volunteers. Applicable to General Liability, use ISO form CG 2010 11-85 only, and Auto Liability Policies.

2. PRIMARY INSURANCE: For any claims related to this agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, directors, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Applicable to General Liability and Auto Liability policies.

3. FAILURE TO COMPLY: Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the County, its officers, directors, officials, employees, agents or volunteers. Applies to policies in which the County is named as an additional insured.

4. SEVERABILITY OF INTEREST: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Applicable to General Liability and Auto Liability policies.

5. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage, or reduced in limits, except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the County. For non-payment of premium 10 days' prior written notice of cancellation, certified mail, return receipt requested is required. Applicable to all

policies.

6.WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor.

7.PROPERTY WAIVER OF SUBROGATION: Course of construction policies shall contain the following provisions:

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

8.CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

9.ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.

10. SUBCONTRACTORS: Contractor shall require all subcontractors to maintain adequate insurance. Subcontractors shall name CONTRACTOR as additional insured on their General Liability policies. CONTRACTOR shall maintain copies of certificates of insurance and additional insured endorsements as provided by CONTRACTOR's subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Item	Tgt. qty.	Unit	Price	Unit of	Extended
Mat Num		Description	/ Unit	Measure	Value
00010	300	Each Rugged Notebook Laptop 31-WBLEHLM	3,799.00	/ 1 EA	1,139,700.00

Item	Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00020		200	Each CF31 Port Replicator-Laptop RP-320023	554.50	/ 1 EA	110,900.00
00030		200	Each CF-31 Oower Adapter-Laptop LPS-104P	118.65	/ 1 EA	23,730.00
00040		300	Each SB20 4"-15" FEE-100001	3.00	/ 1 EA	900.00
00050		5	Each CF-31 500GB HARD DRIVE CF-K31HD5032	126.76	/ 1 EA	633.80
00060		200	Each Keyboard FT-88-911-TP-USB-P	279.00	/ 1 EA	55,800.00
00070		200	Each Arbitrator Sys. Ft. Cam ARB-KIT-HD256M24	4,620.00	/ 1 EA	924,000.00
00080		200	Each Annual License CF-SVCARB2AMA1Y	200.00	/ 1 EA	40,000.00
00090		200	Each Annual License CF-SVCARB2AMA2Y	300.00	/ 1 EA	60,000.00
00100		50	Each Arbitrator Rec. Unit (VPU) PAN-AG-CPD15P	1,197.05	/ 1 EA	59,852.50
00110		50	Each Rear Facing Camera CN358IR-P	117.00	/ 1 EA	5,850.00
00120		200	Each Rear Facing Camera HD ARB-WV-VC31-C	381.60	/ 1 EA	76,320.00
00130		5	Each Side Facing Camera HD ARB-WV-VC32-C	353.50	/ 1 EA	1,767.50

Item	Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00140		200	Each Camera Mount UTVID-H-7000025	56.93	/ 1 EA	11,386.00
00150		25	Each 256 GB SSD ARB-256SSD	417.75	/ 1 EA	10,443.75
00160		25	Each SD CARD RP-SDW32GP1K	259.95	/ 1 EA	6,498.75
00170		10	Each P2 Card AJ-P2C016AG-P	1,030.00	/ 1 EA	10,300.00
00180		10	Each Cable Kit PAN-AG-CR12P	107.00	/ 1 EA	1,070.00
00190		20	Each Camera Cable Short PAN-K1EB12LD0001	112.00	/ 1 EA	2,240.00
00200		20	Each Camera Cable Long PAN-K1EA129D009	160.00	/ 1 EA	3,200.00
00210		200	Each Wireless Microphone System MAV-100036	370.00	/ 1 EA	74,000.00
00220		200	Each Wireless Microphone MAV-100033	220.00	/ 1 EA	44,000.00
00230		200	Each WiFi Antenna A360-WLSAP-MBK	284.00	/ 1 EA	56,800.00
00240		200	Each Accelerometer TGS-3DP	216.00	/ 1 EA	43,200.00
00250		200	Each Shutdown Timer 5201	65.00	/ 1 EA	13,000.00

Item	Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00260		10	Each CF30 AC Power Cable	CDCAC30 67.78	/ 1 EA	677.80
00270		25	Each CF30 Standard Battery	CF-VZSU46AU 142.35	/ 1 EA	3,558.75
00280		300	Each CF31 Power Adapter	PS-200009 CF-31DC120W 118.65	/ 1 EA	35,595.00
00290		50	Each CF31 AC Power Cable	CF-AA5713AM 67.78	/ 1 EA	3,389.00
00300		10	Each CF31 Standard Battery	CF-VZSU46AU 142.35	/ 1 EA	1,423.50
00310		5	Each CF31 Bat Multi Media Bay	CF-VZSU1431U 235.00	/ 1 EA	1,175.00
00320		5	Each CF31 Multi Charger	PACH329-1857-P 526.00	/ 1 EA	2,630.00
00330		25	Each CF31 Desktop Replicator	CF-VEB311U 275.00	/ 1 EA	6,875.00
00340		10	Each CF31 Optical Drive	CF-VDM312U 278.00	/ 1 EA	2,780.00
00350		1	Each CF31 Backlit Keyboard	CDCBK31 240.00	/ 1 EA	240.00
00360		1	Each CF31 Memory	MM-120011 45.00	/ 1 EA	45.00
00370		200	Each Package A- Complete Sys. Partol Vehicles	10,513.38	/ 1 EA	2,102,676.00

Item	Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00380		50	Each Package B- No Rear Camera K-9 Vehicles	10,099.34	/ 1 EA	504,967.00



TOWN OF PARADISE
Council Agenda Summary
Date: September 13, 2016

Agenda No. 2(g)

ORIGINATED BY: Dwight L. Moore, Town Attorney

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Agreement between the Town of Paradise and the Law Firm of Peters, Habib, McKenna & Juhl-Rhodes, LLP

COUNCIL ACTION REQUESTED: Adopt Resolution No. 16-___ authorizing the Town Manager to execute a legal services agreement with Peters, Habib, McKenna & Juhl-Rhodes, LLP relating to public nuisance abatement lawsuits.

BACKGROUND: On June 27, 2016, the Town Council authorized the filing of a nuisance abatement lawsuit against the owners of 6066 Lucky John Road, Paradise, which includes a receivership. The California Supreme Court has ruled that a municipal corporation may retain the services of a private attorney under a contingent-fee type of agreement relating to public nuisance abatement actions.

DISCUSSION: For more than twenty years the law firm of Peters, Habib, McKenna & Juhl-Rhodes, LLP has represented the Town relating to various lawsuits. Since there will be numerous court hearings relating to the lawsuit against the property owners, there is a need for additional legal services. The attached agreement provides that Peters, Habib, McKenna & Juhl-Rhodes, LLP will be paid only from the receivership funds rather than the Town's General Fund. The Town Attorney would supervise and control the legal services. As proposed, the only direct costs payable by the Town under the law firm's agreement would be limited to \$2,000 for other costs such as a court reporter at a deposition, photocopying, and the cost to serve any lawsuit pleadings.

FINANCIAL IMPACT: Within the attached agreement, the Town's costs are limited to \$2,000. In addition, the Town would be eligible to receive its costs from the defendant relating to the lawsuit.

Attachment

**TOWN OF PARADISE
RESOLUTION NO. 16-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT
WITH THE LAW FIRM OF PETERS, HABIB, MCKENNA & JUHL-RHODES, LLP**

WHEREAS, from time to time, property owners violate the requirements of the Paradise Municipal Code, which may result in litigation by the Town to abate the violation; and

WHEREAS, the expense of such litigation can be substantially reduced if the Town's legal services are not payable by the Town; and

WHEREAS, Peters, Habib, McKenna & Juhl-Rhodes, LLP has offered to provide legal services to the Town relating to such litigation pursuant to a legal services agreement under which the firm's fees would not be paid by the Town but by the defendant only if the Town prevails or from proceeds generated by a receivership.

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

Section 1. Town Council does hereby authorize the Town Manager to execute the attached legal services agreement between the Town of Paradise and Peters, Habib, McKenna & Juhl-Rhodes, LLP.

PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 13th day of September, 2016, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

JODY JONES, Mayor

ATTEST:

APPROVED AS TO FORM:

DINA VOLENSKI, Acting Town Clerk

DWIGHT L. MOORE, Town Attorney

LEGAL SERVICES AGREEMENT

PETERS, HABIB, MCKENNA & JUHL-RHODES, LLP (“Attorney”) and **TOWN OF PARADISE, CALIFORNIA** (“Client”) hereby agree that Attorney will provide legal services to Client on the terms set forth below. Town Attorney Dwight L. Moore (“Town Attorney”) will administer this Agreement for Client, and will serve as Attorney’s primary contact with Client.

1. EFFECTIVE DATE. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Subject to the terms of this Agreement, Client hires Attorney to assist Town Attorney in the following matter: **CODE ENFORCEMENT RELATING TO ABATEMENT OF PUBLIC NUISANCES AT 6066 LUCKY JOHN ROAD, PARADISE.**

3. CONTROL OF LITIGATION. Town Attorney shall supervise and direct Attorney. Attorney shall be subordinate to Town Attorney and shall not take any action on behalf of Client without prior direction and approval from Town Attorney. Town Attorney shall be the lead attorney of record in any litigation commenced in the name of Client, and Town Attorney shall supervise and control any litigation commenced in the name of Client. Attorney acknowledges and understands that Town Attorney shall be the only attorney with authority to settle or compromise claims and disputes on behalf of Client and make and direct all strategic litigation decisions on behalf of Client, even without the consent or over the objection of Attorney. In the event Attorney and Town Attorney are unable to agree, then Town Attorney’s decision shall control and be final. Attorney understands and agrees that the defendant to any lawsuit by the Client may contact Town Attorney without having to confer with Attorney. Attorney will provide those legal services reasonably required to discharge the instructions of Town Attorney, and will keep Town Attorney informed about the status of discharging the directions and instruction received from Town Attorney. If a court action is filed, Attorney will represent Client as co-counsel with Town Attorney as the controlling attorney through trial and post-trial motions. **Town Attorney shall have the authority to veto the decisions of Attorney and shall have authority to settle any litigation without Attorney’s consent.**

4. CLIENT’S GENERAL DUTIES. Client agrees to be truthful with Attorney, to cooperate with Attorney, to keep Attorney informed about the information and developments concerning the matters for which Attorney has been hired, and to abide by this Agreement.

5. LEGAL FEES AND BILLINGS. The amount of Attorney’s compensation shall be determined by the Court pursuant to an application for attorney fees as provided by law, and shall be payable to Attorney only when collected from the defendant.

Attorney acknowledges that Client shall not compensate Attorney unless the Court makes an award of attorney fees and the award is actually collected (in whole or in part). Attorney acknowledges that Client shall have no obligation to compensate Attorney beyond any compensation awarded by the Court that is actually collected. Client shall take reasonable and necessary steps to collect and enforce an attorney fees award by the Court, including, but not limited to, placing liens on property authorized by law and monetizing liens through foreclosure or other legal means provided by law. Attorney retains the right to seek compensation other than from Client to the extent provided by law

Attorney shall bill for all time spent on Client's matter at the following rates:

Partners-----	\$300.00/hour
Paralegals-----	\$110.00/hour

The foregoing rates are subject to change on 30 days' written notice to Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town. Time is charged in minimum units of one-tenth (.10) of an hour, except the following services shall be billed a minimum as follows:

Telephone calls:	.20
Letters:	.20
Emails:	.20

6. COSTS AND OTHER CHARGES.

There are various costs and expenses associated with performing legal services under this Agreement. Attorney understands that such costs and expenses do not include any attorney's fees under section 5. Client agrees to pay for all costs, disbursements and expenses. The costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, transcript fees, jury fees, notary fees, deposition costs, long distance telephone charges, database access and search charges, messenger and other delivery fees, filing fees, motion fees, postage, photocopying and other reproduction costs, travel costs (including parking, mileage, transportation, meals and hotel costs), investigation expenses, consultants' fees, expert witness fees and expenses, professional, mediator fees and expenses, arbitrator and/or special master fees and expenses, and other similar items. In no event shall the above cost and other charges exceed \$2,500.

7. BILLING STATEMENTS. Attorney will send Client periodic statements. Client may request a statement at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

8. LIEN. Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be for any sums owing to Attorney at the conclusion of services performed. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that Attorney may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Attorney has been discharged before the end of the case. Because a lien may affect Client's property rights, Client may seek the advice of an independent lawyer of Client's choice before agreeing to such a lien. By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and—whether or not Client has chosen to consult such an independent lawyer—Client agrees that Attorney will have a lien as specified above.

_____(Client Initial Here) _____(Attorney Initial Here)

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession unless subject to the lien provided above, whether or not Attorney has been paid for all services and expenses.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

11. INDEMNIFICATION. Attorney agrees to defend, indemnify, and save harmless Client and its officers, officials, employees, and volunteers from and against all claims, demands and causes of action by third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by Attorney hereunder and resulting from the negligent act or omissions of Attorney or his agents.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

15. TERMINATION. This agreement shall terminate on June 30, 2017 unless it is extended by mutual consent of the parties.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

TOWN OF PARADISE

PETERS, HABIB, MCKENNA &
JUHL-RHODES, LLP

By: _____
Mayor Greg Bolin

By: _____

ATTEST:

By: _____
Dina Volenski
Acting Town Clerk

APPROVED AS TO FORM:

By: _____
Dwight L. Moore
Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: September 13, 2016

Agenda No. 2(h)

Marc Mattox, Public Works Director / Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Skyway/Black Olive Signalization Design Contract Award

COUNCIL ACTION REQUESTED:

1. Concur with staff's recommendation of Traffic Works to perform professional traffic engineering services for the Skyway/Black Olive Signalization Project, and
2. Approve the attached Professional Services Agreement with Traffic Works and authorize the Town Manager to execute, and
3. Authorize the Town Manager to execute additional work orders up to 15% of the contract amount.

Background:

In 2015, the Town of Paradise procured Federal funding for one Highway Safety Improvement Program project, the signalization of the Skyway at Black Olive Drive intersection. The purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance. The subject project grant agreement was approved by Town Council on April 12, 2016 for the receipt of \$470,900 in Federal-Aid.

On April 12, 2016, Town Council approved Program Supplement Agreement No. F016 for Project HSIPL-5425 (035) to assure receipt of \$470,900 in Federal funds for the project.

On July 14, 2016, Staff issued a formal Request for Proposals (RFP) utilizing Small Purchase Procedures in accordance with 23 CFR 172.5(a)(2) modified by FHWA Memorandum dated June 26, 1996 and 49 CFR 18.36(d). The RFP stated the scope of work for the preliminary engineering services which are needed. These services cannot be performed by in-house Town staff and are outlined below:

- Professional topographic field survey of Skyway at Black Olive Drive,
- Utility conflict identification
- Prepare project plans and specifications,

Analysis:

By August 22, 2016 at 4:00 PM, Town staff had received only one response to the RFP. Traffic Works, LLC of Chico, CA has partnered with L & L Surveying of Paradise, CA and NorthStar Engineering of Chico, CA to perform the project services.

The proposal provided by Traffic Works was reviewed and deemed complete. The Town has contracted with Traffic Works previously in 2013 for support services on the Pearson-Recreation Signal and lead services on the Downtown Paradise Safety Project. Since this time, Traffic Works' team has grown and now offers an even more robust project history and staffing to support the Town's needs.

Staff recommends Council consider awarding the contract to Traffic Works to perform the specified preliminary engineering services for the Skyway/Black Olive Signalization Project.

Financial Impact:

The professional services agreement and respective services will be 100% funded by the Federal Highway Safety Improvement Program. The budgeted grant amount for the Preliminary Engineering phase of the project is \$60,000. The estimated total contract cost is \$50,000. Services will be paid on a not-to-exceed basis, using a task by task process. No matching funds are required for this contract.

Attachments:

1. Attachment A – Professional Services Contract Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT 1608.PE, SKYWAY AT BLACK OLIVE SIGNALIZATION PS&E**

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:

Traffic Works

Incorporated in the State of Nevada

The Project Manager for the "CONSULTANT" will be Loren Chilson, PE.

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 August 22, 2016. 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 August 22, 2016, 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 September 21, 2016, 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. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. 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 of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. 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
- E. The total amount payable by LOCAL AGENCY shall not exceed **\$50,000**.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

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 w

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 may 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 due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the 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:

Loren Chilson
Traffic Works
2240 St. George Lan, Suite 1
Chico, CA 95926

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

TRAFFIC WORKS

By _____
Loren Chilson
Principal

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

SCOPE OF WORK

TASK 1 – FIELD SURVEY AND MAPPING

Perform a field topographic survey along Skyway 750 feet north, south and east of Black Olive survey to encompass the following tasks:

- Locate existing local benchmarks and horizontal control points. Establish new control points along survey route.
- Survey the back of sidewalk
- Survey the top back of curb
- Survey the flowline of the gutter pan
- Survey the lip of gutter pan
- Survey the driveway limits as well as the top of “x” and bottom of “x”
- Survey all curb returns with shots at the beginning and end of returns, half deltas and any ADA ramps that occur in the returns.
- Survey pedestrian access ramps
- Survey crosswalk delineation
- Survey utility lids and manhole covers
- Survey traffic signal equipment and poles
- Survey all sign locations
- Survey the street delineation, which includes centerline road and all lane striping

Deliverable(s): Survey data AutoCAD file used for field calculations in AutoCAD Civil 3D 2013 compatible format as well as the point file, raw data file and field notes.

TASK 2 – UTILITY COORDINATION

To minimize potential delays and additional costs, Traffic Works will utilize the following utility data acquisition approach:

1. Request information from utility providers and submit for Underground Service Alert (USA) ticket.
2. Review utility information and USA markings for discrepancies, and contact utility provider if any are found.
3. Use utility information to determine placement of signal foundations, hardware, and conduit routing to minimize conflicts.
4. If utility conflicts cannot be avoided, pot holing of utilities at conflict points will occur before finalizing design.

The above approach starts with the least invasive/disrupting approaches for acquiring utility data and does not involve costly field work until a conflict has been identified and cannot be avoided through design.

For pot holing of utilities, Traffic Works will select a local contractor to physically investigate all signal pole locations for utility conflicts. Excavation activities will include providing MUTCD compliant traffic control, an approved USA ticket, and safe excavation methods. Traffic Works will also have staff on site during pot holing activities to determine pot hole locations and to document findings.

Deliverable(s): Utility data compiled in to an AutoCAD file to be used as part of project CAD basemap file, and field logs.

TASK 3 – PLANS, SPECIFICATIONS, & ESTIMATE

We will prepare traffic signal plans, ADA ramp grading, and signing and striping plans, for the Skyway/Black Olive intersection. Plan sheets will be prepared and include the cover sheet, notes, special details, civil improvements, signal layout sheet, and schedules sheet.

To aid the coordination process, we will prepare and submit plans, specifications, and an engineer's estimate at the 60%, 95%, and Final/Bid Document design levels.

The package will include:

- Complete civil improvement and traffic signal plans, details, and specifications
- Signal Pole & Equipment Schedule and Conduit & Conductor Schedule
- Phasing Diagram
- Technical Specifications for signal and controller equipment
- Supplemental written specifications when necessary
- Special Provisions based on Caltrans standard specifications
- List of material submittals required for the project

The final plans and specifications will be stamped and signed by a California registered Professional Engineer. We will also provide new signal timing plans for the Skyway/Black Olive intersection that optimize throughput on the Skyway approaches and are tightly coordinated with Neal Road and Pearson Road. The timing plans will address left-turn phasing, pedestrian crossing times, and minimize queuing on Skyway.

**Deliverable(s): 60%, 95%, and Final Design PS&E Packages
Signal Timing/Coordination Sheet**

COST CONTROL & BUDGETING METHODOLOGY

Traffic Works’ internal project management system includes the following budget management process:

- Step 1) Assign the appropriate staff to tasks
- Step 2) Set sub-consultant fees and formalize contracts immediately after prime contract
- Step 3) Monitor internal and external expenses on a weekly basis
- Step 4) Confirm monthly progress billings match status of deliverables
- Step 5) Manage early project stages to reserve at least 10% of budget for final month effort

This process has proven to be effective in delivering our larger projects, including the approximately \$320,000 TE Spot 2 project highlighted in our qualifications. Our design for that project, involving 30 intersections, was completed \$10,000 under budget. As noted earlier, we have never billed a client beyond the original budget except in cases where the client formally requested additional work.

SCHEDULE OF WORK

Our preliminary project deliver schedule outlining the primary tasks, and proposed timeframes for key deliverables is presented below and is consistent with the schedule provided in the RFP. Suggested changes and additions to the draft schedule provided in the RFP are shown in red.

PROPOSED PROJECT SCHEDULE

September 13, 2016	Contract Award
October 14, 2017	Initial Signal Layout
October 28, 2016	Signal foundations potholed and utility conflicts identified
November 18, 2016	60% Plans, Specifications & Estimates due
December 30, 2016	95% Plans, Specifications & Estimates due
February 2, 2017	Town submits Request for Authorization to Proceed with Construction
February 10, 2017	100% Plans, Specifications & Estimates due
February 14, 2017	Council Approve Plans, Specifications and Estimates for Construction
March 2017	Advertise / Bidding Period Begins (Pending RFA Approval)
April 2017	Council Award Construction Contract
June 2017	Construction Begins

Skyway/Black Olive Signalization



Fee Proposal of Traffic Works, LLC

Date: 08/22/2016

<u>Tasks</u>	<u>Budget</u>
Task 1 - Field Survey and Mapping	\$9,680
Task 2 - Utility Coordination	\$9,320
Task 3 - Plans, Specifications, & Estimates	\$31,000
<hr/>	
PROJECT TOTAL (RFP Defined Scope)	\$50,000



TOWN OF PARADISE
Council Agenda Summary
Date: September 13, 2016

Agenda No. 2(i)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Cypress Curve Realignment Project Plans, Specifications & Estimate Approval

COUNCIL ACTION REQUESTED:

1. Adopt a resolution approving the plans and specifications for the Cypress Curve Realignment Project and authorizing advertisement for bids on the project.

Background:

On April 29, 2013, Caltrans announced Cycle 5 Call-for-Projects for the Highway Safety Improvement Program (HSIP). The purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance.

On November 14, 2013, Caltrans approved the Cypress Curve Realignment Project for Federal funding. This project was selected based upon the calculated high Benefit-Cost Ratio using actual collision data between 2006 and 2011 and implementation of safety countermeasures. The project includes improvement of horizontal curve alignment and shoulder widening along Clark Road between Adams Road and Kimberly Lane.

On May 13, 2013, Town Council approved Program Supplement Agreement No. 013-N for Project HSIPL-5425 (025) to assure receipt of \$180,000 in Federal funds for the project's preliminary engineering project phase.

On September 9, 2014, Town Council awarded a contract to Mark Thomas & Company for the environmental, utilities, right-of-way and civil design of the Cypress Curve Realignment Project.

Analysis:

Mark Thomas & Company, in coordination with Town staff, has prepared the plans, specifications, and cost estimate for Cypress Curve Realignment Project. With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:

Approve PS&E:	September 13, 2016
Advertise for bid:	September 17, 2016
Award Contract:	November 8, 2016
Construction:	Tree removal winter 2016/2017, construction spring 2017

The plans and specifications for the project are on file in the Public Works office for review.

Financial Impact:

This project has qualified for an early delivery incentive, meaning construction is now 100% funded through the Highway Safety Improvement Program. The Engineer's Estimate for the subject project is \$869,800, with 919,300 total budget available for construction. A detailed project accounting will be provided at time of contract award.

**TOWN OF PARADISE
RESOLUTION NO. 16-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE APPROVING THE DESIGN, PLANS, SPECIFICATIONS
AND ESTIMATES FOR CYPRESS CURVE REALIGNMENT PROJECT
AND AUTHORIZING ADVERTISEMENT FOR BIDS RELATING TO THE
PROJECT.**

WHEREAS, the Town of Paradise has received a \$1,174,300 award of Highway Safety Improvement Program funds; and,

WHEREAS, the purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads; and,

WHEREAS, the 2013 Caltrans grant award to the Town requires specific countermeasures to be implemented which address actual historical collision data and trends; and,

WHEREAS, the Cypress Curve Realignment Project (Project) is consistent in scope with the approved grant award by realigning Clark Road near Cypress Lane; and,

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

Section 1. The design, plans, specifications and estimates for the Cypress Curve Realignment Project described in the Town Council Agenda Summary for this Resolution are hereby approved.

Section 2. The Town Public Works Department is authorized to advertise for bids the Cypress Curve Realignment Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 13th day of September, 2016, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

By: _____
Jody Jones, Mayor

ATTEST:

Diva Volenski, CMC, Acting Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



**TOWN OF PARADISE
Council Agenda Summary
Date: September 13, 2016**

Agenda No. 2(j)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Pearson Rd SR2S Connectivity Project Approval of Plans, Specifications & Estimates and Advertisement for Bids

COUNCIL ACTION REQUESTED:

1. Adopt a resolution approving the revised plans and specifications for the Pearson Rd SR2S Connectivity Project and authorizing advertisement for bids on the project.

Background:

On September 26, 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. The ATP administered by the Division of Local Assistance, Office of Active Transportation and Special Programs. The objective of the ATP is to achieve the following objectives:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

In late 2014, the Town of Paradise received notification that the Pearson Rd SR2S Connectivity had been awarded \$1,387,000 in state funding to construct sidewalks, curbs and gutters along the south side of Pearson Road between Skyway and Almond Street and along both sides of Pearson Road between Black Olive Drive and Academy Drive.

On August 11, 2015, Paradise Town Council awarded a contract to NorthStar Engineering to perform necessary preliminary engineering work to bring the Pearson Rd SR2S Connectivity Project to construction before the June 30, 2016 funding deadline.

On June 14, 2016, Paradise Town Council approved the Plans, Specifications and Estimates for the Pearson Rd SR2S Connectivity Project and authorized staff to advertise for bids. The approved construction budget for the Base Bid + Alternate A was \$1,100,000.

On August 9, 2016, Paradise Town Council rejected the two bids received due to high bid prices and available funding. Town Council tasked staff to return in September with a value-engineered project which remained consistent with original grant objectives.

Analysis:

After further evaluating bids and working with the bidding contractors, staff concluded that higher than expected costs were attributable to the construction of two retaining walls in the vicinity of College Hill Drive.

Staff and NorthStar in a continued partnership, successfully modified the project without reducing Active Transportation Program benefits. Most notably, the project geometrics were changed to reduce the curb to curb width of Pearson Road between Scottwood Road and Academy Drive. Currently the roadway footprint includes a 13' center two way left turn lane, two 13' travel lanes and two 7' bike lanes. The proposed modification would reduce the travel lanes and bike lanes to 11' and 5', respectively. This reduction allows for the new 4.5' sidewalks to be constructed without the need of costly retaining walls. Other project changes include schedule modifications bringing construction from fall/winter 2016 to spring/summer 2017. Minor changes to material specifications and construction methods were also made.

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

Approve PS&E:	September 13, 2016
Advertise for bid:	September 14, 2016
Award Contract:	October 4, 2016
Construction:	April-August 2017

The plans and specifications for the project are on file in the Public Works office for review.

Staff has been diligently working with Butte County Association of Governments, Caltrans and California Transportation Commission staff to ensure in every scenario, a project will be completed in 2017. The revised project has an "add-alternate" bid schedule provided for contractors to consider. This add-alternate schedule allows for the south side and north side of the sidewalk project to be considered and awarded as funding allows. Should bids again exceed available funding, a scope-change approval would be required from the California Transportation Commission on December 8, 2016. With this alternate bid schedule the Town can defer awarding a contract until December 13, 2016, if necessary.

Financial Impact:

The construction of the Pearson Rd SR2S Connectivity Project will be 100% funded from the Active Transportation Program. The project engineer's estimate and grant budget for construction is \$1,100,000. A more detailed project accounting will be presented at time of award.

**TOWN OF PARADISE
RESOLUTION NO.16-_____**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE APPROVING THE PLANS, SPECIFICATIONS AND
ESTIMATES FOR PEARSON RD SR2S CONNECTIVITY AND
AUTHORIZING ADVERTISEMENT FOR BIDS ON THE PROJECT.**

WHEREAS, the Town of Paradise has received a \$1,387,000 allocation of Active Transportation Program funds; and,

WHEREAS, the purpose of this program is to:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits,
- Provide a broad spectrum of projects to benefit many types of active transportation users.

WHEREAS, the Pearson Rd SR2S Connectivity Project remains consistent in scope with the approved grant award by constructing safe sidewalk facilities along Pearson Road between Skyway and Academy Drive.

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

Section 1. The design, plans, specifications and estimates for Pearson Rd SR2S Connectivity Project described in the attached Town Council Agenda Summary for this Resolution are hereby approved.

Section 2. The Public Works Department is authorized to advertise the Pearson Rd SR2S Connectivity Project for bids.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 13th day of September, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Jody Jones, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: September 13, 2016

Agenda No. 2(k)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Paradise Police Department Siding Repairs 2016

COUNCIL ACTION REQUESTED:

1. Award Contract No. 16-13, PPD Siding Repairs 2016, to Ginno Construction of Chico, CA in the amount of their Bid of \$49,122.00.
2. Authorize the Town Manager to execute an agreement with Ginno Construction of Chico, CA relating to Contract No. 16-13 and to approve contingency expenditures not exceeding 10%.

Background:

Paradise Police Department, located at 5595 Black Olive Drive has been needing repairs to the exterior siding for many years. Indigenous woodpeckers have progressively damaged and penetrated the siding causing potential for dry rot, leaks and further damage. In previous years, due to budget shortfalls, repairs and mitigation had been deferred.

In the 2015/2016 fiscal year, Town Council declared an emergency for the south and east walls on the Paradise Police Department. The Town hired a contractor to perform the removal and replacement of failed siding, installation of a vapor barrier, and finally installation of a siding overlay. This work was complete on January 15, 2016. Total cost, including the complete reconstruction of the front awning/overhang was \$95,361.46.

While the south and east walls easily qualified as an emergency, the north and west walls remain severely deficient and need to be addressed. During the 2016/2017 budget process, Town Council identified \$40,000 in Measure C funds to complete the final two building walls.

On August 16, 2016, staff issued the Notice to Bidders for the PPD Siding Project 2016. This project was advertised in the local Paradise Post on August 20. A mandatory pre-bid meeting was held on August 29, 2016. Four different contractors attended the pre-bid meeting.

Analysis:

On September 6, 2016, the Town of Paradise received three bids for the subject project.

Bid No.	Bidder's Name	Base Bid Amount
1	Ginno Construction of Chico, CA	\$49,122.00
2	Twin Builders of Vina, CA	\$65,163.00
3	Pro-Ex Construction of Rancho Cordova, CA	\$67,700.00
X	Engineer's Estimate	\$40,000.00

Staff is recommending award of Contract No. 16-13, PPD Siding Project 2016, to Ginno Construction of Chico, CA in the amount of their bid of \$49,122.00. Ginno Construction successfully completed the similar scope of work on the south and west walls of the building in late 2015 and is prepared to continue their work on this contract.

If approved, construction will begin in late September with full completion expected in October.

Financial Impact:

Contract costs for Ginno Construction are \$49,122.00. Staff recommends an allocation of \$4,912.00 for construction contingency funds for the remainder of the project for a total cost of \$54,034. Measure C funds are currently budgeted in the amount of \$40,000. Additional funding in the amount of \$14,034 will need to be identified by the Council.



**Town of Paradise
Council Agenda Summary
Date: September 13, 2016**

Agenda Item: 2(I)

Originated by: Gina S. Will, Finance Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: USbancorp Municipal Lease Purchase

Council Action Requested:

1. Approve a Resolution of the Town Council of the Town of Paradise authorizing the execution and delivery of a lease with option to purchase vehicles and equipment, and authorizing certain actions in connection therewith; and,

Alternatives:

Choose one of the other proposals for the 2016/17 lease purchase.

Background:

On June 20, 2016, the Town Council approved the 2016/17 Operating and Capital Budget. Contained therein were the estimates for purchasing through lease purchase some critical and overdue operating equipment, 67% of which will be funded by Measure "C" the temporary 0.50% sales tax. Specifically the following items will be purchased:

- 3 Ford Explorer 4-Door Police Patrol Vehicles and Equipment (Measure C)
- Chevy Colorado Extended Cab Truck or Equivalent (Building Safety & Wastewater)
- Commercial Grade Tree/Brush Chipper

Collectively these items will cost about \$216,500 to purchase, so arranging lease purchase of these items was recommended at the time of budget approval.

Discussion:

Staff submitted a request for municipal lease proposals to eight specific vendors on August 12, 2016 and advertised in the local paper. A copy of the request for proposal is attached for Council's review. Staff solicited quotes for financing as follows:

LEASE QUOTE:	<i>Amount</i>	<i>Rate</i>	<i>Payments</i>	<i>Factor</i>	<i>Pmts/Yr.</i>	<i>Term</i>	<i>Adv./Arr.</i>
5 YEAR Police Vehicles & Equip, Truck, and Chipper	\$216,500				4	5- years	Advance

The Town received proposals from six financial institutions as summarized below:

5 Year \$216,500	<i>Rate</i>	<i>Quarterly Payments</i>	<i>Factor</i>
USbancorp	1.79%	\$11,290.31	.052149
Santander Bank	2.21%	\$11,400.95	.052660
Municipal Asset Management	2.54%	\$11,488.27	.053060
KS State Bank	2.99%	\$11,607.89	.053616
Leasource Financial Services	3.04%	\$11,623.89	.053690
Five Star Bank	3.50%	\$11,850.03	Loan

Based on the quotes received, staff recommends awarding the municipal lease purchase contract to USbancorp Government Leasing and Finance who had the best financing terms. A copy of their complete proposal is attached for Council's review.

Council should be aware that the credit approval process is still pending. With the Town's improved financial health, it is anticipated that the Town will be approved, but it is not guaranteed.

Leasource Financial Services and Santander Bank (most recently) have been a great resource to the Town in the past. They are recommended as a backup option if financing is not approved through USbancorp.

Town staff has begun following purchasing policy and obtaining bids and seeking Town Council approval on many of the items to be financed through this lease purchase agreement.

Fiscal Impact Analysis:

The lease purchase of these items have already been included and approved as part of the 2016/17 budget. The numbers included are not currently expected to be much different. Once all bids are received, items are approved by Council and the lease purchase agreement is executed, staff will provide Town Council with an updated financial impact as part of the next available budget update.

TOWN OF PARADISE
RESOLUTION NO. 16-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE WITH OPTION TO PURCHASE, AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Town Council of the Town of Paradise has determined that a true and very real need exists to replace three (3) patrol vehicles and equipment, one (1) Chevy Colorado extended cab truck or the equivalent, and one (1) tree/brush chipper that will be described in the Master Lease/Purchase Agreement (the "Lease") with **USbancorp Government Leasing and Finance** (the "Lessor"). The Town of Paradise has determined that it is necessary, desirable and in their best interest to enter into the Lease for the purposes herein specified, and the execution and delivery are hereby approved, ratified and confirmed, and

WHEREAS, the Town of Paradise (the "Town") is a municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California; and

WHEREAS, the Town desires to provide for financing in the approximate amount of \$216,500 for the financing of the following 2016-2017 projects (the "Property"); and

5 Year	3 Ford Explorer 4-Door Patrol Vehicles & Equipment	\$145,500
	Chevy Colorado Extended Cab Truck or Equivalent	31,000
	Commercial Grade Tree/Brush Chipper	40,000

WHEREAS, USbancorp Government Leasing and Finance (the "Corporation") has proposed a cost-effective lease purchase financing arrangement according to the useful life of the items to be purchased at a 1.79% interest rate for five years;

WHEREAS, the Town has determined that this lease financing arrangement is the most economical means for providing the Property to the Town.

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

SECTION 1. Lease with Option to Purchase. The Mayor, Town Manager or a designee is hereby authorized to enter into a Lease with Option to Purchase (the "Lease") with the Corporation to finance the Property and to transfer ownership to the Property as necessary to enter into the Lease, subject to approval as to form by the Town's legal counsel.

SECTION 2. Attestation. The Town Clerk or other appropriate Town officer is hereby authorized and directed to attest the signature of the Mayor or Town Manager or of such other person or persons as may have been designated by the Mayor or Town Manager, and to affix and attest the seal of the Town, as may be required or appropriate in connection with the execution and delivery of the Lease.

SECTION 3. Other Actions. The Mayor, Town Manager and other officers of the Town are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all agreements, documents and certificates which they may deem

necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Lease. Such actions are hereby ratified, confirmed and approved.

SECTION 4. Qualified Tax-Exempt Obligations. The Lease is hereby designated as “qualified tax-exempt obligations” within the meaning of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended the “Code). The Town together with all subordinate entities of the Town, do not reasonably expect to issue during the calendar year in which the Lease is issued more than \$10,000,000 of obligations which it could designate as “qualified tax-exempt obligations” under Section 265(b) of the Code.

SECTION 5. Reimbursement of Prior Expenditures. The Town declares its official intent to be reimbursed from the proceeds of the Lease approved hereby for a maximum principal amount of \$225,000 of expenditure occurring no earlier than sixty days prior to the adoption of this Resolution. All reimbursed expenditures will be capital expenditures as defined in Section 1.150-1(b) of the Federal Income Tax Regulations.

SECTION 6. Effect. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 13th day of September, 2016, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Approved: _____
Jody Jones, Mayor

ATTEST:

BY: _____
Dina Volenski, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Dwight L. Moore, Town Attorney

Town of Paradise

Finance Department

REQUEST FOR PROPOSAL FOR MUNICIPAL LEASE PURCHASE

I. INTRODUCTION

Request for Proposal (RFP). The Town of Paradise (“Town”) is currently seeking proposals from qualified financing companies interested in providing a municipal lease purchase of budgeted equipment replacement for the 2016/17 fiscal year. The primary objective of requesting proposals is for the Town to determine which financing company can offer the best financing terms for the items it will lease purchase.

The Town of Paradise is a full service City with over 26,000 residents. The Town provides a wide range of municipal services, including police and fire protection, community planning, building and safety, street maintenance, and onsite wastewater monitoring services. The Town is managed under the Council/Town Manager form of government. The annual operating and capital budget total approximately \$19 million with a work force of 58 full-time and 18 part-time employees.

The local community has recently voted to approve a 0.50% six year transaction and use tax which will generate about \$1.1 million a year in additional revenues. The tax took effect April 1, 2015 and will provide funding for about half of the items the Town proposes to lease purchase this 2016/17 fiscal year.

II. PROPOSAL PROCEDURES

The Town has made every effort to include enough information within this proposal request for a financing company (“company”) to prepare a responsive proposal. If additional information is required, the Town will respond promptly to questions from company representatives and, is prepared to complete lease applications upon request. Also, if deemed necessary, additional information will be provided to all proposers. The schedule of the proposal process is as follows:

- a. **Distribution of Request for Proposals.** Requests for Proposals will be mailed on **August 12, 2016** to financing companies:
- b. **Proposal Submission.** Proposals must be signed by an individual who is authorized to bind the financing company to all commitments made in the RFP and received by the Town of Paradise in a sealed envelope by the RFP deadline of **5:00 P.M., September 1, 2016**, at the following address:

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

The proposal must be submitted and the outside of the envelope marked: **"MUNICIPAL LEASE PURCHASE"**. Proposals will not be opened until after the closing date and time indicated. Late submission after the deadline or proposals delivered via FAX will not be accepted.

- c. **Proposal Review.** Town staff will evaluate each proposal submitted. Selected proposers may be requested to answer questions or clarify their proposals verbally. Those proposers will be notified to arrange specific times.
- d. **Notification.** The Town anticipates sending written notification to all companies regarding the outcome of the review and contract award process by **September 16, 2016**.

The Town will make every effort to administer the proposal process in accordance with the terms and dates discussed in the request for proposal. However, the Town reserves the right to modify the proposal process and dates as deemed necessary.

III. MINIMUM QUALIFICATIONS

To be considered for selection, proposing companies must have at least the following qualifications:

1. Be a reputable municipal lease purchase company operating within the United States of America.
2. Be capable of providing the municipal lease purchase options sought by the Town (including credit approval).
3. Have experience in providing municipal lease purchase services for other municipalities.
4. Be sufficiently capitalized to accommodate the Town's lease purchase needs.

IV. LEASE PURCHASE REQUIREMENTS

The Town is seeking lease purchase terms that align with funding sources and that do not exceed the optimal useful life of the equipment lease purchased. The Town desires to make one payment in advance at the time of financing and quarterly payments thereafter for the years and equipment indicated below:

5 Year – 20 Payments

Equipment Description	Estimated Purchase Price
1. (3) 2016 or 2017 Ford Explorer 4-Door Police Patrol Vehicles	\$87,500
2. Items to equip 3 Ford Explorer Police Patrol Vehicles including consoles, cages, emergency equipment and in car computer	58,000
3. (1) 2016 or 2017 Chevy Colorado Extended Cab Truck or Equivalent	31,000
4. (1) Commercial Grade Tree/Brush Chipper	40,000
Total 5 Year	<u>\$216,500</u>

V. Other Information

The most recent Town of Paradise Financial Statements with Independent Auditor’s Report is posted on the Town’s website at www.townofparadise.com under finance department. In addition to the audit, the 2016/17 Operating and Capital Budget and other interim financial reports are also available on the Town’s website.

The Town has begun collecting quotes and bids for the equipment it will purchase. Copies of these bids can be requested.

VI. FORMAT AND CONTENT OF PROPOSAL

In order for Town staff to adequately compare and evaluate proposals objectively, all proposals **MUST** be submitted in accordance with the following format. The proposal should complete the blanks in the format below, providing straight-forward and concise information as requested.

LEASE QUOTE:	Amount	Rate	Payments	Factor	Pmts/Yr.	Term	Adv./Arr.
5 YEAR Police Vehicles and equipment, Truck and Tree/brush Chipper	\$216,500				4	5- years	Advance

VII. EVALUATION OF PROPOSALS

The proposals will be evaluated by Town Staff directly and indirectly responsible for administering the Town's lease purchase activities. The Town, at its sole discretion, will determine whether to hold discussions with the proposers who are in a "competitive range" or to recommend that the contract be awarded without discussion on the basis of the proposal submitted

IX. FINAL COMMENTS

The Town reserves the right to reject any and all proposals, cancel all or part of this RFP, waive any minor irregularities and to request additional information from proposing companies. By requesting proposals, the Town is in no way obligated to award a contract or pay expenses of

the proposing companies in connection with the preparation or submission of a proposal.

The Town truly appreciates the effort all the companies and their respective staffs will put forth in responding to the Municipal Lease Purchase Proposal for the Town of Paradise.

Request for additional information or assistance relative to the Request for Proposal should be directed to: ***Gina Will, Finance Director/Town Treasurer, (530) 872-6291 x 119 or gwill@townofparadise.com.***

Government Leasing and Finance

Town of Paradise, CA
 Attn: *Gina Will, Treasurer*

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Customer:	Town of Paradise, CA						
Lessor:	U.S. Bancorp Government Leasing and Finance, Inc.						
PROPERTY:	Vehicles						
EXPIRATION:	October 30, 2016						
LEASE QUOTE:	Amount	Rate	Payments	Factor	Pmts / Year	Term	Adv. / Arr.
	216,500.00	1.79%	11,290.31	0.0521492	4	60 Months	Advance

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank, N.A. escrow account should one be required.

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,

Thomas E. Seybold
 Vice President

ACCEPTANCE:

By accepting this Proposal, Lessee acknowledges that **this Proposal does not represent a commitment to provide financing** but only outlines general terms and conditions of the USBGLF's financing program currently available to qualified lessees.

ACCEPTED BY:

Name / Title

dated: _____

Government Leasing and Finance

Payment Table
(Assumes funding 09/30/2016)

	Totals	225,806.13	216,500.00	9,306.13	
*Prepayment balance equals 103% of principal outstanding after payment due.					
Pay #	Date	Payment	Principal	Interest	*Prepayment Balance
1	30-Sep-2016	11,290.31	11,290.31	0.00	211,365.98
2	30-Dec-2016	11,290.31	10,371.99	918.31	200,682.83
3	30-Mar-2017	11,290.31	10,418.41	871.90	189,951.87
4	30-Jun-2017	11,290.31	10,465.03	825.28	179,172.89
5	30-Sep-2017	11,290.31	10,511.86	778.45	168,345.67
6	30-Dec-2017	11,290.31	10,558.90	731.40	157,470.01
7	30-Mar-2018	11,290.31	10,606.15	684.15	146,545.67
8	30-Jun-2018	11,290.31	10,653.62	636.69	135,572.44
9	30-Sep-2018	11,290.31	10,701.29	589.02	124,550.12
10	30-Dec-2018	11,290.31	10,749.18	541.13	113,478.46
11	30-Mar-2019	11,290.31	10,797.28	493.03	102,357.26
12	30-Jun-2019	11,290.31	10,845.60	444.71	91,186.30
13	30-Sep-2019	11,290.31	10,894.13	396.17	79,965.34
14	30-Dec-2019	11,290.31	10,942.88	347.42	68,694.17
15	30-Mar-2020	11,290.31	10,991.85	298.45	57,372.56
16	30-Jun-2020	11,290.31	11,041.04	249.26	46,000.29
17	30-Sep-2020	11,290.31	11,090.45	199.86	34,577.12
18	30-Dec-2020	11,290.31	11,140.08	150.23	23,102.84
19	30-Mar-2021	11,290.31	11,189.93	100.37	11,577.21
20	30-Jun-2021	11,290.31	11,240.01	50.30	0.00



Government Leasing and Finance, Inc.
Application for Equipment Lease

Legal Name of Lessee (Applicant)	Tax ID #	Web address (if, applicable)	
Address	City	State	Zip

Person(s) to Contact for Clarification Regarding Project

Name	Title	Phone
Email	Fax	

Person(s) authorized to sign the financing document

Name of authorized signer	Title	Phone
Name of person who will attest the document	Title	Phone

Obligations / Economics

Bank Qualified Non-Bank Qualified
Are the Applicant's obligations bank qualified (i.e., expected to issue less than \$10 Million in tax-exempt financing this calendar year)?

Moody's Investors Service: _____ Standard & Poor's: _____ Fitch: _____
Please list the Applicant's current underlying bond rating from the rating agencies listed above (if applicable)

Yes No
Has the Applicant ever defaulted or non-appropriated on an obligation?

If Yes, _____
Please explain

Demographic Information

Please provide the following demographic information (please attach any applicable demographic statistics)

Approx square mile _____ Population _____ Increasing or Decreasing Population? _____
Cities, Towns and Counties

If Decreasing, _____
Please explain

Educational Applicants Only

Enrollment _____ Increasing or Decreasing Enrollment? _____
Please also answer the above question regarding the resident city

If Decreasing, _____
Please explain

Elementary: _____ Middle: _____ High School: _____ Other: _____
How many schools make up the district (please list the number and type of each school)?



EQUIPMENT FINANCE

Government Leasing and Finance Essential Use Form

Purchase Description (please be specific and attach any applicable equipment lists or invoices available) Est. Equipment Delivery Date

Are any of the Lease Proceeds for reimbursement of prior purchases? If yes, has a Reimbursement Resolution been approved by the Governing Body?

Yes No

Is the Equipment replacing existing equipment?

If Yes

Please state how long you have currently used the Equipment and the reason you are replacing the Equipment

What will the Applicant do with the old equipment that is being replaced?

If No

Please state the reason additional equipment is needed

What will the Applicant do with the old equipment that is being replaced?

Please describe in detail the following (please be specific)

What will the Equipment be used for?

Describe the essential nature of the equipment financed

List the specific department that will be the primary user of the Equipment

Lease Payments

Yes No

Will the lease payments be made from Applicant's General Fund?

If No

From which Special Fund will the lease payments be made?

Yes No

Will any federal grant or loan monies be used? If so, please describe

Yes No

Has the first payment been appropriated?

Terms and Conditions

Total Cost of Equipment Advance payment Amount to Finance

Term (in years) Annual Semi-Annual Quarterly Monthly

Remittance (choose one): Frequency (choose one): Equipment Delivery Date

Insurance Company Name or indicate Self Insured Amount of Liability Insurance Amount of Property Damage Insurance

The undersigned hereby certifies that all the information in the above Application for Equipment Lease and Essential Use Form is true, complete and correct.

Applicable Signature

Title Date



**Town of Paradise
Council Agenda Summary
Date: September 13, 2016**

Agenda Item: 5(a)

Originated by: Colette Curtis, Administrative Analyst II
Reviewed by: Lauren Gill, Town Manager
Subject: Public Hearing – 2015-2016 Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant Program

Council Action Requested:

- 1) Conduct a public hearing to receive comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program
- 2) Authorize the Town Manager to submit the CAPER to the Department of Housing and Urban Development

Background:

At the conclusion of each program year, the regulations that govern the Community Development Block Grant (CDBG) Program require the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER outlines CDBG program accomplishments and expenditures, as well as providing an evaluation of the town's progress toward meeting its community development goals and objectives.

The report covers activities, regardless of the year in which it was funded, that are still open and active. A copy of the *draft* CAPER is attached for your review and approval. Any comments received during the hearing will be incorporated into the final document prior to its submittal to HUD regional office.

Fiscal Impact Analysis:

The completion of the report does not require an additional expenditure. Staff time is covered by Community Development Block Grant Program funds. General Fund expenditure is not required. However, failure to complete the report could jeopardize future CDBG funding.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

In the 2015-2016 Program Year, the Town of Paradise focused on three main areas: 1. Housing Assistance, 2. Public Services, 3. Code Enforcement. The Housing Assistance programs offered included a First Time Home Buyer Program which assists low income residents with buying their first home, and an Owner Occupied Rehabilitation Program for low income residents to cure code violations and health and safety hazards. The Public Services were undertaken by five subrecipients who offered assistance to low income and at risk individuals in a variety of ways. The Code Enforcement program was a targeted effort to reach out to properties with code violations to address them. Information regarding our rehabilitation program was offered, but not required of households found to have code violations. Properties identified through the program were addressed through Code Enforcement procedures to cure blight.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Code Enforcement	Code Enforcement	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	20	20	100.00%	10	10	100.00%
Housing Assistance	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	0	0		10	10	100.00%

Housing Assistance	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	8	10	125.00%	10	10	100.00%
Housing Assistance	Affordable Housing	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	15	20	133.33%			
Housing Assistance	Affordable Housing	CDBG: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	5	0	0.00%	5	0	0.00%
Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	800	400.00%			
Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0			150	800	533.33%
Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Homelessness Prevention	Persons Assisted	50	100	200.00%	50	100	200.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	885
Black or African American	11
Asian	8
American Indian or American Native	66
Native Hawaiian or Other Pacific Islander	2
Total	972
Hispanic	39
Not Hispanic	933

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		750,000	50,859
Other	HOME 2012	0	
Other	HOME 2014	775,000	

Table 3 – Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Paradise	100		

Table 4 – Identify the geographic distribution and location of investments

Narrative

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	5	5
Number of Non-Homeless households to be provided affordable housing units	38	38
Number of Special-Needs households to be provided affordable housing units	5	3
Total	48	46

Table 5- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	5	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	7	10
Number of households supported through Acquisition of Existing Units	0	0
Total	12	10

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

This year the Town started a new program for Rental Assistance. As a new program, this took more time than anticipated to get started administratively, and as a result, the program was not ready to begin assisting residents during the 15/16 program year. The program is now setup and will begin assisting residents in the 16/17 program year.

Discuss how these outcomes will impact future annual action plans.

In the future, the Town will allocate more time to setup new programs before expecting to expend funds.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	487	5
Low-income	84	15
Moderate-income	2	0
Total	573	20

Table 7 – Number of Persons Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Town's progress on addressing homelessness is an ongoing and it seems growing issue. Many homeless, including unsheltered persons, find assistance through the Town's subrecipients, especially the Family Resource Center (Youth for Change) and the Salvation Army. As the need has grown, the Town has been able to increase funding to these two vital programs to expand their services.

Addressing the emergency shelter and transitional housing needs of homeless persons

This year, the Town of Paradise addressed emergency shelter needs through the subrecipient Salvation Army. The Salvation Army applied for and received CDBG funding to provide emergency overnight shelter on a temporary basis (2-3 nights) to help avoid homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Town of Paradise provides CDBG grant funding to subrecipients who directly assist low income individuals and families from becoming homeless. The subrecipient Paradise Ridge Family Resource Center assisted over 700 individuals and families with young children this year in a variety of ways to help them from becoming homeless such as short term assistance with electric bills, transportation to jobs and job interviews and childcare.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Town of Paradise provides CDBG grant funding to subrecipients who assist homeless persons. The Salvation Army and the Paradise Ridge Family Resource Center both provide assistance such as

emergency overnight lodging, computer access, employment assistance, budgeting assistance and transportation to homeless persons.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Town of Paradise continues to support Paradise Community Village to address the needs of public housing.

The Town of Paradise provided \$350,000 of CDBG funds for the construction of a wastewater system serving Paradise Community Village, a 35-unit rental housing development, which is occupied by low and very low income residents. This project was completed in FY12-13 and rented in FY13-14. Decent, safe and affordable housing is difficult to provide in Paradise because of the high cost of wastewater disposal. The Town has no wastewater treatment facility and every lot must be able to support an onsite septic treatment and disposal system. This drives up the cost of affordable housing considerably. The units at Paradise Community Village are managed by an onsite resident manager and there are services and programs available for residents. The Town partnered with the Community Housing Improvement program (CHIP) who has a reputation and long-standing record for building and maintaining quality affordable housing units. The facility is now open and fully rented up as of October 2013. The Town continues to work with CHIP on development plans for the land surrounding Paradise Community Village. The Town also continues to monitor Paradise Community Village annually to ensure compliance with CDBG guidelines.



Paradise Community Village

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Town of Paradise encourages public housing residents to participate in homeownership by notifying them of the Town's First Time HomeBuyer program. It is the Town's hope that public housing residents will utilize the Town's program to buy their first home.

Actions taken to provide assistance to troubled PHAs

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The biggest barrier to affordable housing is the lack of a sewer in the Town of Paradise. There are many areas in Paradise that would be suitable for multi-family residences, however are unable to develop as such due to septic constraints. This has limited the development of low income housing for decades.

Currently, the Town of Paradise is completing a feasibility study and implementation plan for a sewer for the more densely populated areas, including many of the properties that would be suitable for multi-family developments. At the conclusion of the study in Spring of 2017, a preferred alternative will be selected and the Town Council will vote whether to move forward to environmental, design and ultimately construction. Once constructed, a sewer will allow for the development of low income housing within the service area.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The Town works with subrecipients each year to assist underserved needs within the community.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The Town of Paradise works with subrecipients to reduce the number of poverty-level families. The Paradise Ridge Family Resource Center works with low income individuals and families who seek assistance to go receive budget counseling and employment assistance to allow them to improve their economic situation on their own.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Town Institutional Structure is as follows:

A five member Town Council holds public hearings on Consolidated Plan, Annual Plans and CAPER reports and approves funding for Public Service Agencies

The Town of Paradise, Business and Housing Services staff provides the main administrative and project management duties over the CDBG program. The BHS Staff is under the management of the Town

Manager. Staff prepares the Consolidated Plan, Annual Plans and Consolidated Annual Performance Evaluation Reports (CAPER) for each CDBG program year. The oversight of the CDBG program is provided by the Town Manager. All reports and plans are reviewed by Council before submitted to HUD.

The Town works closely with non-profit organizations in the area that provide specific programs to the citizens of Paradise. These organizations provide services to very low-, low- and moderate-income residents, including the frail and elderly, mentally disabled, physically disabled, homeless, and at-risk youth. These organizations submit funding requests to the Town to qualify for money that comes out of the Community Needs Category. As required by HUD, 15% of annual funding is set-aside for these organizations.

The Town is also focused on collaboration between government agencies; community needs organizations, and local businesses. Community stakeholder meetings give Butte County service organizations an opportunity to submit input regarding the populations these organizations serve, their current and future needs, challenges and successes. The following are some of the organizations we are involved with: Family Resource Center, Youth for Change, Project Vision, Loaves and Fishes Food Ministry, STRIVE, Peg Taylor Center for Adult Day Health Care, Legal Services of Northern California, Community Housing Improvement Program and Community Housing Credit Counseling Center, Boys and Girls Club of the North Valley, Passages, CCSP Torres Community Shelter, Paradise Center for Tolerance and Nonviolence, Salvation Army-Paradise Center, Paradise Meals on Wheels, and the Work Training Center.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Town of Paradise continues to work with CHIP on Paradise Community Village and on plans for future phases of the project .

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Town follows the procedures adopted in the Code of Federal Regulations, created by the Office of the Assistant Secretary of Community Planning and Development that pertain to Community Development programs are contained within Part 570 for CDBG entitlement communities. Once applications for grant funding are received and reviewed by staff, they go through a competitive review process and recommendations are decided by a funding committee and forwarded to the Town Council for final approval. After funding decisions are made, organizations are required to sign a contract with the Town outlining the rules and regulations of public service funds. They are required to submit the required documents and reference material related to grant funding. These organizations are required to report quarterly to the town and also provide an end of year report which is reviewed and input into IDIS for yearly accomplishments at the close of the program year. Organizations are audited and staff performs site visits on a yearly basis. If organizations are not submitting reports on-time or are unable to follow through with program requirements, staff will monitor the organizations to make sure that HUD regulations are being met, or funding is relinquished. At the end of each funding year, staff reviews the accomplishments of community service agencies to determine their ability to serve the residents of Paradise and meet the program requirements.

The Town also follows all applicable program requirements, regarding housing projects and lead-based paint standards. Housing applicants are reviewed thoroughly by staff to ensure they have met all eligibility requirements. This may include verification of employment, assets, banking, credit reports and income tax information. Site inspections are utilized to ensure that the housing; whether a purchase or rehabilitation complies with safety and health requirements of the programs. Recipients are verified annually through utility billing verification to ensure owner occupancy of the property.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Citizen participation is an integral component to the CDBG program for the Town of Paradise. Two public hearings are held for public comment and questions on the draft report. A public notice is published in the local newspaper, the Paradise Post, 15 days prior to the public hearings. The draft document is available on the Town website, at Town Hall, Family Resource Center, Butte County Library (Paradise Branch), and the Paradise Senior Center. These locations are known to be accessible to

persons with disabilities, persons of low/moderate income, as well as to citizens at large who may be interested in participating through public commentary.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	PARADISE
Organizational DUNS Number	362314890
EIN/TIN Number	942621899
Identify the Field Office	SAN FRANCISCO
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix
First Name
Middle Name
Last Name
Suffix
Title

ESG Contact Address

Street Address 1
Street Address 2
City
State
ZIP Code
Phone Number
Extension
Fax Number
Email Address

ESG Secondary Contact

Prefix
First Name
Last Name
Suffix
Title
Phone Number
Extension
Email Address

2. Reporting Period—All Recipients Complete

Program Year Start Date	07/01/2015
-------------------------	------------

CAPER

Program Year End Date

06/30/2016

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name

City

State

Zip Code

DUNS Number

Is subrecipient a victim services provider

Subrecipient Organization Type

ESG Subgrant or Contract Award Amount

CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 8 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 9 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 10 – Shelter Information

4d. Street Outreach

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 11 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 12 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	
Female	
Transgender	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 13 – Gender Information

6. Age—Complete for All Activities

	Total
Under 18	
18-24	
25 and over	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 14 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households

Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans				
Victims of Domestic Violence				
Elderly				
HIV/AIDS				
Chronically Homeless				
Persons with Disabilities:				
Severely Mentally Ill				
Chronic Substance Abuse				
Other Disability				
Total (unduplicated if possible)				

Table 15 – Special Population Served

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

10. Shelter Utilization

Number of New Units – Rehabbed	
Number of New Units – Conversion	
Total Number of bed - nighths available	
Total Number of bed - nights provided	
Capacity Utilization	

Table 16 – Shelter Capacity

11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Expenditures for Rental Assistance			
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Prevention under Emergency Shelter Grants Program			
Subtotal Homelessness Prevention			

Table 17 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Expenditures for Rental Assistance			
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Assistance under Emergency Shelter Grants Program			
Subtotal Rapid Re-Housing			

Table 18 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Essential Services			
Operations			
Renovation			
Major Rehab			
Conversion			
Subtotal			

Table 19 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Street Outreach			
HMIS			
Administration			

Table 20 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	2013	2014	2015

Table 21 - Total ESG Funds Expended

11f. Match Source

	2013	2014	2015
Other Non-ESG HUD Funds			
Other Federal Funds			
State Government			
Local Government			
Private Funds			
Other			
Fees			
Program Income			
Total Match Amount			

Table 22 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	2013	2014	2015

Table 23 - Total Amount of Funds Expended on ESG Activities



TOWN OF PARADISE
Council Agenda Summary
Date: September 13, 2016

Agenda No. 6(a)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Measure C Road Rehabilitation Project 2016

COUNCIL ACTION REQUESTED:

1. Adopt a resolution accepting Contract No. 16-05, Measure C Road Rehab Project 2016, performed by VSS, International of West Sacramento, CA.

Background:

On February 25, 2016, during a Paradise Town Council Priority Setting Meeting, Council concurred with staff recommendation to proceed preparing a road maintenance project for bid which helps maintain and extend the life of the Town's most critical roadways. The proposed project will apply a microsurfacing seal application which involves placing a thin layer composed of fine aggregate, asphalt emulsion, additives, water and cement. This microsurfacing will extend the life of project roads and reduce future maintenance costs while at the same time refreshing old, faded striping lines and missing reflective markers.

On April 12, 2016, Paradise Town Council approved the plans and specifications for the Measure C Road Rehabilitation Project 2016 and authorized advertisement for bids.

The scope of the project was advertised as follows:

Micro-Surface + New Striping & Recessed Markers

1. Skyway, Town Limits to Neal
2. Skyway, Bille to Wagstaff
3. Clark, Elliott to Bille
4. Wagstaff, Skyway to Clark
5. Bille, Skyway to Clark
6. Elliott, Skyway to Clark
7. Pentz, Ponderosa Elementary to Pearson (Add-Alternate No. 1)

On May 10, 2016, Paradise Town Council awarded Contract No. 16-05 to VSS, International of West Sacramento in the amount of their Base plus Add-Alternate No. 1 bid of \$467,499.00.

Analysis:

On July 18, 2016, VSS, International began work on the Measure C Road Rehab Project 2016. The project itself required substantial sequencing and scheduling between the micro-surfacing and final striping.

During construction, Oliver Road between Skyway and Valley View Drive was added to the project area list for \$22,513.90. This road was selected due to its need of resurfacing, especially on the historically problematic Oliver Curve.

Following completion of all micro-surfacing efforts in late July, a minimum seven-day cure period was required before thermoplastic striping could be applied to the roads. Chrisp Company mobilized three days after the cure period had been completed for the entire project. Chrisp Company's crews came in four different intervals: long-line striping, markings (arrows and crosswalks), recessed marker cuts, and recessed marker installation. All work was completed on September 2, 2016, within the total allotted contract time on the project.

Financial Impact:

Following tabulation of all quantities, including over 23 miles of thermoplastic striping and markers, the final construction cost is \$496,133.67. The project is 100% funded by Measure C, a half-cent sales tax for Paradise to preserve public services such as police protection, fire suppression, street maintenance and animal control. The total Measure C budget for the project was \$500,000.

**TOWN OF PARADISE
RESOLUTION NO. 16-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF PARADISE
ACCEPTING THE WORK PERFORMED UNDER THE MEASURE C
ROAD REHABILITATION PROJECT 2016 (CONTRACT NO. 16-05).**

WHEREAS, the Town of Paradise has heretofore contracted with VSS, International for certain work performed under that certain project known as the Measure C Road Rehabilitation Project 2016, being Contract No. 16-05; and

WHEREAS, said work of improvements, as called for by the contract between the Town of Paradise and VSS, International, referable to said project was completed on September 2, 2016 to the satisfaction of the Town; and

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Town Council of the Town of Paradise that it hereby accepts the work performed on those certain improvements, the subject of a contract between the Town of Paradise and VSS, International, known and referred to as the Measure C Road Rehabilitation Project 2016.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the Town Council of the Town of Paradise at a regular meeting thereof held on the 13th day of September 2016.

AYES:
NOES:
ABSENT:
ABSTAIN:

JODY JONES, MAYOR

ATTEST:

DINA VOLENSKI, TOWN CLERK

APPROVED AS TO FORM:

DWIGHT L. MOORE, TOWN ATTORNEY



TOWN OF PARADISE
Council Agenda Summary
Date: September 13, 2016

AGENDA NO. 6(c)

ORIGINATED BY: Crystal Peters, Human Resources & Risk Manager
Gina Will, Administrative Services / Finance Director

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Adopt Resolutions Rescinding Health Benefit Vesting under Section 22893 of the Public Employees' Medical and Hospital Care Act with respect to recognized employee organizations.

COUNCIL ACTION REQUESTED: Move to adopt:

1. Resolution No. 16-____, "Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act for participation by members of **General Employees Unit**"
2. Resolution No. 16-____, "Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act for participation by members of **Confidential and Mid-Management Association**"
3. Resolution No. 16- ____ "Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act for participation by members of **Police Officers Association**"
4. Resolution No. 16- ____ "Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act for participation by members of **Police Management and Mid-Management Association**"
5. Resolution No. 16- ____ "Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act for participation by members of the **Management Unit**"
6. Resolution No. 16-____, "Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act for participation by members of **Paradise Firefighters Association**"; **OR**
7. Refer recommended resolutions back to staff for further development.

BACKGROUND:

During recent negotiations, each of the Town of Paradise employee groups agreed to rescind the Retiree Medical Vesting Schedule, which results in a substantial savings for the Town's future unfunded liability.

The attached resolutions are a follow up measure required by PERS in order to implement the

Council approved Memorandums of Understanding containing the repeal of vesting schedule language.

The Public Employees' Medical and Hospital Care Act (PEMCA) governs the retiree medical benefit. A vesting schedule was agreed to and put into place effective February 11, 2011. At that point it was a prudent thing to do with rising medical costs. However, since that time, Town employee bargaining groups have agreed to implement Medical Contribution Caps that achieved an even greater reduction to the Town's unfunded liability.

New actuarial studies are showing a trend that if left unchecked would have increased the unfunded liability due to the Vesting Schedule. That is because, while the Vesting Schedule was a good stop-gap in 2011, the Vesting Schedule is set by state statute and premium contributions cannot be capped. The medical caps agreed to a couple of years later created much more substantial savings. Since first measurement of the retiree medical obligation in 2010, the Town has reduced the unfunded liability by \$28.4 million; from \$45.8 million to \$17.4 million.

The most recent actuarial report, as at January 1, 2015, which has been presented previously to Council, is included with this agenda summary for compliance with PERS Benefit Contract Services and California Government Code Section 7507.

FINANCIAL IMPACT:

While working with the actuary for the most recent report, analysis was completed that showed that if the Vesting Schedule could have been eliminated as of that study date of January 1, 2015, \$3.1 million in unfunded liability could have been eliminated. It is anticipated that the next study will reflect this savings.

There is no cost to the Town of Paradise for submitting this request for Vesting Schedule removal to CalPERS for implementation.

**TOWN OF PARADISE
RESOLUTION NO. 16-__
ELECTING TO RESCIND HEALTH BENEFIT VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION**

WHEREAS, (1) **Town of Paradise** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **General Employees Unit**; and

WHEREAS, (2) **Town of Paradise** is a contracting agency has filed a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefits vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

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

- (a) **Town of Paradise** elects to rescind postretirement health benefits vesting requirements; and be it further
- (b) That employees first hired on or after February 1, 2011 will no longer be subject to vesting as established by Resolution 10-57; and be it further
- (c) **Town of Paradise** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- (d) That the participation of the employees and annuitants of **Town of Paradise** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **Town of Paradise** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- (e) That the Town Council appoints and directs, and it does hereby appoint and direct, the Town Manager to file with the Board a verified copy of this resolution, and to perform on behalf of **Town of Paradise** all functions required of it under the Act.

PASSED AND ADOPTED at regular meeting of the Town Council of the Town of Paradise, at Paradise, CA this 13th day of September, 2016.

AYES:

NOES:

ABSENT:

NOT VOTING:

SIGNED: _____
Jody Jones, Mayor

ATTEST: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM: _____
Dwight L. Moore, Town Attorney

**TOWN OF PARADISE
RESOLUTION NO. 16-__
ELECTING TO RESCIND HEALTH BENEFIT VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION**

WHEREAS, (1) **Town of Paradise** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **Confidential & Mid-Management Association**; and

WHEREAS, (2) **Town of Paradise** is a contracting agency has filed a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefits vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

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

- (a) **Town of Paradise** elects to rescind postretirement health benefits vesting requirements; and be it further
- (b) That employees first hired on or after February 1, 2011 will no longer be subject to vesting as established by Resolution 10-56; and be it further
- (c) **Town of Paradise** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- (d) That the participation of the employees and annuitants of **Town of Paradise** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **Town of Paradise** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- (e) That the Town Council appoints and directs, and it does hereby appoint and direct, the Town Manager to file with the Board a verified copy of this resolution, and to perform on behalf of **Town of Paradise** all functions required of it under the Act.

PASSED AND ADOPTED at regular meeting of the Town Council of the Town of Paradise, at Paradise, CA this 13th day of September, 2016.

AYES:

NOES:

ABSENT:

NOT VOTING:

SIGNED: _____
Jody Jones, Mayor

ATTEST: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM: _____
Dwight L. Moore, Town Attorney

**TOWN OF PARADISE
RESOLUTION NO. 16-__
ELECTING TO RESCIND HEALTH BENEFIT VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION**

WHEREAS, (1) **Town of Paradise** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **Police Officers Association**; and

WHEREAS, (2) **Town of Paradise** is a contracting agency has filed a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefits vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

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

- (a) **Town of Paradise** elects to rescind postretirement health benefits vesting requirements; and be it further
- (b) That employees first hired on or after February 1, 2011 will no longer be subject to vesting as established by Resolution 10-53; and be it further
- (c) **Town of Paradise** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- (d) That the participation of the employees and annuitants of **Town of Paradise** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **Town of Paradise** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- (e) That the Town Council appoints and directs, and it does hereby appoint and direct, the Town Manager to file with the Board a verified copy of this resolution, and to perform on behalf of **Town of Paradise** all functions required of it under the Act.

PASSED AND ADOPTED at regular meeting of the Town Council of the Town of Paradise, at Paradise, CA this 13th day of September, 2016.

AYES:

NOES:

ABSENT:

NOT VOTING:

SIGNED: _____
Jody Jones, Mayor

ATTEST: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM: _____
Dwight L. Moore, Town Attorney

**TOWN OF PARADISE
RESOLUTION NO. 16-__
ELECTING TO RESCIND HEALTH BENEFIT VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION**

WHEREAS, (1) **Town of Paradise** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **Police Management & Mid-Management Association**; and

WHEREAS, (2) **Town of Paradise** is a contracting agency has filed a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefits vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

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

- (a) **Town of Paradise** elects to rescind postretirement health benefits vesting requirements; and be it further
- (b) That employees first hired on or after February 1, 2011 will no longer be subject to vesting as established by Resolution 10-54; and be it further
- (c) **Town of Paradise** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- (d) That the participation of the employees and annuitants of **Town of Paradise** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **Town of Paradise** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- (e) That the Town Council appoints and directs, and it does hereby appoint and direct, the Town Manager to file with the Board a verified copy of this resolution, and to perform on behalf of **Town of Paradise** all functions required of it under the Act.

PASSED AND ADOPTED at regular meeting of the Town Council of the Town of Paradise, at Paradise, CA this 13th day of September, 2016.

AYES:

NOES:

ABSENT:

NOT VOTING:

SIGNED: _____
Jody Jones, Mayor

ATTEST: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM: _____
Dwight L. Moore, Town Attorney

**TOWN OF PARADISE
RESOLUTION NO. 16-__
ELECTING TO RESCIND HEALTH BENEFIT VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION**

WHEREAS, (1) **Town of Paradise** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **Management Group**; and

WHEREAS, (2) **Town of Paradise** is a contracting agency has filed a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefits vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

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

- (a) **Town of Paradise** elects to rescind postretirement health benefits vesting requirements; and be it further
- (b) That employees first hired on or after February 1, 2011 will no longer be subject to vesting as established by Resolution 10-55; and be it further
- (c) **Town of Paradise** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- (d) That the participation of the employees and annuitants of **Town of Paradise** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **Town of Paradise** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- (e) That the Town Council appoints and directs, and it does hereby appoint and direct, the Town Manager to file with the Board a verified copy of this resolution, and to perform on behalf of **Town of Paradise** all functions required of it under the Act.

PASSED AND ADOPTED at regular meeting of the Town Council of the Town of Paradise, at Paradise, CA this 13th day of September, 2016.

AYES:

NOES:

ABSENT:

NOT VOTING:

SIGNED: _____
Jody Jones, Mayor

ATTEST: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM: _____
Dwight L. Moore, Town Attorney

**TOWN OF PARADISE
RESOLUTION NO. 16-__
ELECTING TO RESCIND HEALTH BENEFIT VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION**

WHEREAS, (1) **Town of Paradise** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **Paradise Firefighters Association**; and

WHEREAS, (2) **Town of Paradise** is a contracting agency has filed a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefits vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

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

- (a) **Town of Paradise** elects to rescind postretirement health benefits vesting requirements; and be it further
- (b) That employees first hired on or after February 1, 2011 will no longer be subject to vesting as established by Resolution 10-52; and be it further
- (c) **Town of Paradise** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- (d) That the participation of the employees and annuitants of **Town of Paradise** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **Town of Paradise** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- (e) That the Town Council appoints and directs, and it does hereby appoint and direct, the Town Manager to file with the Board a verified copy of this resolution, and to perform on behalf of **Town of Paradise** all functions required of it under the Act.

PASSED AND ADOPTED at regular meeting of the Town Council of the Town of Paradise, at Paradise, CA this 13th day of September, 2016.

AYES:

NOES:

ABSENT:

NOT VOTING:

SIGNED: _____
Jody Jones, Mayor

ATTEST: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM: _____
Dwight L. Moore, Town Attorney

TOWN OF PARADISE

VALUATION OF RETIREE HEALTH BENEFITS

**REPORT OF GASB 45 ACTUARIAL VALUATION AS OF
January 1, 2015**

**Prepared by: North Bay Pensions
November 19, 2015**

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Actuarial Certification

This report presents the determination of benefit obligations under **Statement No. 45 of the Governmental Accounting Standards Board (GASB 45)** as of January 1, 2015 for the retiree health and welfare benefits provided by the Town of Paradise. I was retained by the Town to perform these calculations.

GASB Statement 45, "Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions", was issued to provide standards for governmental employers to record expense for **Other Postemployment Benefits (OPEB)**. OPEB includes postretirement health and welfare benefits, hence GASB 45 is the appropriate Standard to follow when recording the Town's OPEB obligations.

The information contained in this report was based on participant census information provided to me by the Town. The actuarial assumptions and methods used in this valuation were selected by the Town after consultation with me. I believe the assumptions and methods are reasonable and appropriate for purposes of actuarial computations under GASB 45.

Actuarial computations under GASB 45 are for purposes of fulfilling employer accounting requirements. The calculations reported herein have been made on a basis consistent with my understanding of GASB 45. Determinations for purposes other than meeting employer financial accounting requirements may be significantly different from the results reported herein. Due to the limited scope of my assignment, I did not perform an analysis of the potential range of future measurements.

To the best of my knowledge, this report is complete and accurate. This valuation has been conducted in accordance with generally accepted actuarial principles and practices. The undersigned is a Fellow of the Society of Actuaries, a Fellow of the Conference of Consulting Actuaries, and a Member of the American Academy of Actuaries, and meets their continuing education requirements and qualification standards for public statements of actuarial opinion relating to retirement plans, including Actuarial Standards of Practice. In my opinion, I am qualified to perform this valuation.



11-19-15

Nick Franceschine, F.S.A.

North Bay Pensions

550 Du Franc Avenue
Sebastopol, CA 95472
1-800-594-4590
FAX 707-823-6189
nick@northbaypensions.com

Summary of Results

Background

The Town maintains a program which pays part of monthly medical insurance premiums on behalf of retired former employees, provided that the employee has satisfied certain requirements. As of June 30, 2014, the Town has accumulated \$65,993 in a secure trust (SISC) toward the cost of future benefits. The benefits due to retirees are currently being paid by the Town on a pay-as-you-go basis. The Town has informed me that it intends to continue funding on a pay-as-you-go basis for the near future, and also intends to contribute approximately \$50,000 each year to SISC in the future. In the shorter term, the Town intends to contribute \$25,000 to SISC during the 2015-16 year.

In June 2004, the Governmental Accounting Standards Board (GASB) released Statement No. 45, "Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions". This statement, often referred to as GASB 45, requires governmental entities to (1) record annual expense for their OPEB and (2) disclose certain information in their year-end financial statements.

The Town has requested this actuarial valuation to determine what its OPEB obligations under the program are, and what the fiscal impact of GASB 45 will be for the 2014-2015 and 2015-2016 fiscal years. **This year, the valuation date has been changed from July 1 to January 1 to take advantage of the "community rating" exemption one last time (see below under "Future Changes").**

Present Value of Future Benefits

The Actuarial Present Value of Total Projected Benefits (APVTPB) for all current and former employees, as of January 1, 2015, is **\$17,475,149**. This is the amount the Town would theoretically need to set aside at this time to fully fund all those future benefits.

The total value of \$17,475,149 is the sum of these amounts:

Future benefits of current employees	\$ 6,928,432
Future benefits of current retirees	<u>10,546,717</u>
Total present value of all future benefits	\$ 17,475,149

This value may be compared to the 2013 figure of \$13,656,781, which was reported in the July 1 2013 actuarial report. We would have expected the APVTPB to decrease to about \$13,484,000 by 2015, as payments are being made to retired employees. The difference between the 2013 figure of \$13,656,781 and this year's amount of \$17,475,149 is due to:

• Expected change from 2013	\$ (173,051)
• Changes in assumptions (see below)	454,099
• Increase in benefits (see below)	3,099,560
• Miscellaneous experience gains/losses	<u>437,760</u>
Total of all changes	\$ 3,818,368

The experience loss of \$437,760 is almost entirely the result of 3 employees retiring sooner than expected. The changes in assumptions are described in more detail below, under “Actuarial Assumptions”. The increase in benefits is described below, under “Changes in Benefits”.

These figures are computed by (1) estimating the OPEB benefits that will be paid to each current and former employee and their beneficiaries (if applicable), upon the employee’s retirement from the Town, (2) estimating the likelihood that each payment will be made, taking into consideration the likelihood of remaining employed until retirement age and the likelihood of survival after retirement, and (3) discounting each expected future payment back to the present date at an assumed rate of investment return.

Annual Operating Expense under GASB 45

GASB 45 requires that the cost of the benefits be recognized in a systematic manner over the working careers of employees. The Entry Age Normal actuarial funding method is used to compute the **Annual Required Contribution (ARC)**. The ARC is generally equal to the sum of (1) the value of benefits earned by employees in the current year, plus (2) an amortization of the value of benefits earned by employees in prior years. **Annual OPEB Cost**, the annual operating expense, is equal to the sum of (a) the ARC, and (b) interest on any unfunded OPEB operating expense from prior years, less (c) an adjustment to reflect the amortization of unfunded OPEB which is already included in the ARC.

For the fiscal year ending June 30, 2015, the Town’s Annual OPEB Cost is **\$1,225,636**. For the 2015-2016 fiscal year, Annual OPEB Cost will be **\$1,264,506**. Detailed derivations of these amounts are shown in Exhibit 2.

Over the next 3 years, the total benefits that the Town is expected to pay to retired employees and their beneficiaries, and the GASB 45 operating expense, are **estimated** to be as follows:

	<u>Expected Benefits</u>	<u>Operating Expense</u>
2015-2016 Fiscal Year	\$ 746,886	\$ 1,264,506
2016-2017 Fiscal Year	766,203	1,302,784
2017-2018 Fiscal Year	794,145	1,342,505

Exhibit 3 shows a 5-year projection of expected benefit payments, GASB 45 operating expense, and balance sheet liabilities.

Actuarial Assumptions

The calculations of the program's obligations involve various estimates of future events. These estimates are called "actuarial assumptions". The assumptions are described in detail in Exhibit 6 of this report. The calculated results are highly dependent on the assumptions selected. These assumptions have been changed effective January 1, 2015:

Demographic assumptions. In 2013, to forecast the likelihood that employees and retirees would receive benefits in future years, we used probabilities of retirement, termination, and death from the 2010 CalPERS OPEB Assumptions Model, which were the most recent tables that CalPERS had released at that time. During 2014, CalPERS released an updated version of that Model, with slightly different tables of probabilities, based on more recent data. We have switched to the new tables, in the expectation that these would provide a more up-to-date forecast of future experience. The impact of making these changes was to increase the APVTPB by \$455,215.

Trend. In 2013, we assumed that CalPERS medical premiums would increase after 2016 as follows: 6.1% in 2017, 5.8% in 2018, and 5.5% in later years. This year, following observed patterns in the health care industry, we have modified the percentages like this: 6.1% in 2017, 5.8% in 2018, 5.5% in 2019, 5.2% in 2020, and 5% in later years. This change made only a \$1,116 difference in the APVTPB.

Changes in Benefits

For employees hired after 2/1/2011, the maximum amount of medical premiums reimbursed by the Town is a percentage of the average of the three PERS medical plans with the highest utilization. The percentage is 50% after 10 years of service, plus 10% for each additional year of service, up to 100% after 20 years of service. Only 90% of premiums for dependent spouses/partners are reimbursed. In the 2013 valuation, the percentages above were applied to the Town's maximum benefits amounts, which was not accurate. Correcting this resulted in an increase of \$3,099,560 in the APVTPB.

Future Changes

GASB has issued a new standard to replace GASB 45: GASB 75. It appears that the level of annual accruals under GASB 75 will be approximately the same as under GASB 45. The one big change is that the Town will need to show a liability on its balance sheet equal to the unfunded Actuarial Accrued Liability, instead of the Net OPEB Obligation. If these rules were effective on June 30, 2015, the Town would need to show a liability of \$13,794,072, instead of the Net OPEB Obligation of \$5,139,610 – a difference of \$8,654,462.

The other big change coming is the inclusion of the value of subsidized premiums. This requires a lengthier explanation.

The Actuarial Standards Board promulgates professional standards for actuaries, called “Actuarial Standards of Practice”. One such standard, Actuarial Standard of Practice No. 6 (or ASOP 6), was recently modified. It requires that actuarial valuations dated after March 2015 must incorporate age-specific claims costs, which recognize that the true cost of health care coverage increases with age. This is a significant change from prior practice, in which we only valued health care premiums.

The theory behind the change is the well-known fact that the actual cost of health care increases as people get older. Insurance companies know this, of course. When an insurance company (like Kaiser) calculates a single monthly premium which applies to all employees, that single amount is a blended figure which combines the lower cost of health care for younger workers and the higher cost of health care for older workers. In a certain sense, younger employees are **subsidizing** the cost of health care for older ones.

GASB 45 requires us to use these age-specific rates when we evaluate the cost of an employer’s post-retirement health care plan. However, there is an exemption from this rule in the case of a health plan where the premium amounts are determined based on the pooled experience of a large group of persons, and the actual demographics of a specific employer have little or no effect on the actual premium amount. In that type of plan, called a “community rated plan”, GASB 45 allows us to use only the forecasted premium amounts. This usually results in lower annual operating expense. In the past, we made use of this exemption for the Town, because the CalPERS medical plans meet the “community rated” definition.

The change to ASOP 6 effectively eliminates the exemption described above, starting in April 2015. This is why we have changed the valuation date from July 1 to January 1, for this year only, to take advantage of the community rating exemption one last time. Starting with the 2017 valuation, we will need to calculate the liabilities of your post-retirement benefit plan using age-specific claims costs. Another way of saying the same thing is that we will need to include the value of “subsidized premiums” in our GASB 45 computations. **I estimate that this will increase your annual accruals by roughly 20% to 30%, starting in the 2016-17 fiscal year.**

Exhibit 1 - Actuarial Values as of January 1, 2015

The Actuarial Present Value of Total Projected Benefits as of January 1, 2015 of all future benefits from the program, for all current and former employees, is as follows:

	<u>Safety Employees</u>	<u>Non-Safety Employees</u>	<u>Total APVTPB</u>	<u>Number of Persons</u>
Current employees	\$ 2,964,622	\$ 3,963,810	\$ 6,928,432	66
Retired former employees	<u>6,534,835</u>	<u>4,011,882</u>	<u>10,546,717</u>	<u>80</u>
Totals	\$ 9,499,457	\$ 7,975,692	\$ 17,475,149	146

This \$17,475,149 is theoretically the amount that the Town would need to set aside as of January 1, 2015 to fully fund the OPEB promises for all current and former employees. As of July 1, 2014, the Town has accumulated \$65,993 toward this liability. The present values have been mathematically adjusted to July 1, 2014 and July 1, 2015 for purposes of calculating accruals under GASB 45.

Statistical Averages as of January 1, 2015

Active Employees

Number	66 employees
Average Age	45.7 years
Average Service	8.2 years

Retired Former Employees and Surviving Spouses

Number	80 persons
Average Age	65.7 years

Source of Information

A census of all eligible Town employees and retirees as of June 30, 2015 was provided to me by the Town. I assumed that this was equivalent to a census as of January 1, 2015.

Exhibit 2 - Annual OPEB Cost

For each employee, a “normal cost” is computed, the amount which, if accumulated during each year of employment, will at retirement be sufficient to fund the expected benefits for that individual. The sum of all the individual normal costs for all employees is called the **Normal Cost** of the entire program. The accumulated value of all normal costs attributed to prior years, including the full value of benefits for all currently retired employees, is called the **Actuarial Accrued Liability**. The **Unfunded Actuarial Accrued Liability**, the portion of the Actuarial Accrued Liability which exceeds the accumulated assets, is amortized over a period of future years. The **ARC** is the sum of the Normal Cost and the amortization of the Unfunded Actuarial Accrued Liability.

The **Annual OPEB Cost** for the 2014-2015 and 2015-2016 years is computed in this way:

	<u>2014-2015</u>	<u>2015-2016</u>
1. Normal Cost for the year	\$ 440,680	\$ 458,307
2. Actuarial Accrued Liability	13,561,013	13,864,685
3. Value of Plan Assets	65,993	70,613
4. Unfunded Act. Accrued Liability: 2. minus 3.	13,495,020	13,794,072
5. Amortization of 4. over remaining period	891,467	932,725
6. Annual Required Contribution (ARC): 1. + 5.	\$ 1,332,147	\$ 1,391,032
7. Net OPEB Obligation at beginning of year	4,619,105	5,139,610
8. One year’s interest on 7.	198,622	221,003
9. ARC Adjustment: amortization of 7.	(305,133)	(347,529)
10. Annual OPEB Cost: 6. plus 8. plus 9.	\$ 1,225,636	\$ 1,264,506
11. Expected payments to retired employees	705,131	746,886
12. Additional funding sent to SISC	0	25,000
13. Increase in Net OPEB Obligation: 10. - 11. - 12.	520,505	492,620
14. Net OPEB Obligation at end of year: 7. plus 13.	5,139,610	5,632,230

Exhibit 3 - Five-Year Projection of Costs

Shown below are estimates of the way in which Annual OPEB Cost might be expected to increase over the next five years. In this illustration, it is assumed that the Normal Cost will increase 4% per year, that all actuarial assumptions will remain unchanged, that the Town will continue funding on a pay-as-you-go basis, and that the Town will contribute \$25,000 per year to SISC.

Fiscal Year:	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
ARC					
Normal cost	\$ 458,307	\$ 476,639	\$ 495,705	\$ 515,533	\$ 536,154
Amortization	<u>932,725</u>	<u>974,408</u>	<u>1,020,054</u>	<u>1,069,587</u>	<u>1,124,631</u>
Total ARC	1,391,032	1,451,047	1,515,759	1,585,120	1,660,785
Plus interest	221,003	242,186	264,184	286,688	310,279
Less ARC adjustment	<u>(347,529)</u>	<u>(390,449)</u>	<u>(437,438)</u>	<u>(488,473)</u>	<u>(545,163)</u>
Annual OPEB Cost	\$ 1,264,506	\$ 1,302,784	\$ 1,342,505	\$ 1,383,335	\$ 1,425,901
Benefits paid to retirees	\$ 746,886	\$ 766,203	\$ 794,145	\$ 809,725	\$ 822,645
Additional funding	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>
Total Funding	\$ 771,886	\$ 791,203	\$ 819,145	\$ 834,725	\$ 847,645
Increase in net OPEB Obligation	492,620	511,581	523,360	548,610	578,256
Net OPEB Obligation at beginning of year	\$ 5,139,610	\$ 5,632,230	\$ 6,143,811	\$ 6,667,171	\$ 7,215,781
Net OPEB Obligation at end of year	\$ 5,632,230	\$ 6,143,811	\$ 6,667,171	\$ 7,215,781	\$ 7,794,037

How to read this chart:

- Annual OPEB Cost: Each year's operating expense.
- Total Funding: Amount the Town will contribute each year, equal to the amount paid to retired employees plus \$25,000 paid to SISC.

Exhibit 4 - Net OPEB Obligation

In the vocabulary of GASB 45, the “Net OPEB Obligation” is the balance sheet liability that the Town should report at the end of each fiscal year. The Net OPEB Obligation/Asset is the cumulative sum of all operating costs that have been accrued under GASB 45, minus the sum of all contributions made (and benefits paid) by the Town since the adoption of GASB 45.

The Net OPEB Obligation as of June 30, 2014 is developed in this way:

1.	Net OPEB Obligation as of July 1, 2012	\$ 4,274,192
2.	Annual OPEB Cost for the 2012-13 year	862,647
3.	Benefits paid during the 2012-13 year	665,283
4.	Contributions to SISC during the 2012-13 year	<u>0</u>
5.	Net OPEB Obligation at June 30, 2013: 1. plus 2. minus 3. minus 4.	\$ 4,471,556
6.	Annual OPEB Cost for the 2013-14 year	875,420
7.	Benefits paid during the 2013-14 year	677,871
8.	Contributions to SISC during the 2013-14 year	<u>50,000</u>
9.	Net OPEB Obligation at June 30, 2014: 5. plus 6 minus 7. minus 8.	\$ 4,619,105

Exhibit 5 - Summary of Benefit Provisions

The Town provides these reimbursements to employees who retire from the Town under CalPERS. Payments are made for as long as the retiree (or spouse or dependent domestic partner) is living, unless the retiree/spouse/partner fails to make required premium payments or the marriage/partnership is dissolved.

For current retirees and employees hired prior to 2/2/2011, the Town pays up to these amounts each month:

	<u>Safety</u>	<u>Non-Safety</u>
Employee only	\$ 504.15	\$ 433.73
Employee plus spouse	\$ 1,008.29	\$ 867.45
Employee plus two persons	\$ 1,310.79	\$ 1,127.69

These maximum amounts are not expected to increase after 2014.

For employees hired after 2/1/2011, the maximum amount of medical premiums reimbursed by the Town is a percentage of the average of the three PERS medical plans with the highest utilization. The percentage is 50% after 10 years of service, plus 10% for each additional year of service, up to 100% after 20 years of service. Only 90% of premiums for dependent spouses/partners are reimbursed.

Retiring employees with accumulated unpaid sick leave may choose to have that unpaid sick leave converted to paid-up health care premiums, converted at 50% of the usual daily rate. The Town has indicated that this option is very rarely exercised.

CalPERS administrative fees of 0.25% are paid by the Town.

Exhibit 6 - Summary of Actuarial Assumptions

Actuarial Assumptions: The following assumptions as of January 1, 2015 were selected by the Town in accordance with the requirements of GASB 45. These assumptions, in my opinion, are reasonable and appropriate for purposes of determining OPEB costs under GASB 45.

Discount rate: 4.3% per year. This represents a weighted blend of what the Town expects to earn on its investments over the lifetime of the benefits program (4%) and the expected rate of return on the SISC fund (7%).

Coverage Elections: 100% of eligible employees are assumed to elect coverage upon retirement, and to remain covered under Town plans for life. All retirees and current employees are assumed to remain covered under their current medical plan for life. Employees with no current medical coverage are assumed to elect PERS Choice 50% of the time, and Blue Shield HMO 50% of the time.

Medical Cost Increases (Trend): CalPERS medical premiums are assumed to increase after 2016 as follows:

2017	6.1 %
2018	5.8 %
2019	5.5 %
2020	5.2 %
2021 and later years	5.0 %

In 2013, it was assumed that the premiums would increase 5.5% per year in 2019 and thereafter. The change was made in anticipation of lower increases in the future.

Mortality: Mortality rates are taken from the 2014 CalPERS OPEB Assumptions Model. In 2013, mortality rates were from the 2010 CalPERS OPEB Assumptions Model, projected to future years on a generational basis using Scale BB.

Subsidized Benefits: Medical benefits are provided under plans sponsored by CalPERS, which are considered to be “community rated” within the meaning of GASB 45. Therefore, there is no need at this time to value any implicit subsidy in the premium rates charged to retirees. If at some future time this program ceases to be considered “community rated”, it may be necessary to include the cost of subsidized premiums in the GASB 45 operating expense, which could significantly increase the Town’s future GASB 45 costs.

Retirement: Retirement rates for non-safety employees are taken from the 2014 CalPERS OPEB Assumptions Model for “Public Agency Miscellaneous 2.0% at 55”. Sample rates are:

	<u>10 Years Service</u>	<u>20 Years Service</u>	<u>30 Years Service</u>
Age 55	6.1 %	8.8 %	11.7 %
Age 58	6.2 %	8.9 %	11.8 %
Age 61	10.3 %	14.8 %	19.9 %
Age 64	13.8 %	19.9 %	26.8 %
Age 67	15.5 %	22.5 %	30.4 %
Age 70	16.5 %	24.0 %	32.3 %

For police employees, retirement rates are taken from the CalPERS “Police with 3.0% at 50” table. Sample rates are:

	<u>10 Years Service</u>	<u>20 Years Service</u>	<u>30 Years Service</u>
Age 50	5.0 %	9.9 %	31.4 %
Age 53	3.9 %	8.0 %	27.7 %
Age 56	4.2 %	8.7 %	28.9 %
Age 59	5.4 %	10.8 %	33.0 %
Age 62	6.1 %	9.8 %	35.7 %
Age 65	100 %	100 %	100 %

In the 2013 valuation, these rates were taken from the 2010 CalPERS OPEB Assumptions Model.

Family Status: Current retirees are assumed to remain with the current spouse or domestic partner for life. 54% of future retirees are assumed to be married and to cover their spouse at the time they retire. Male spouses are assumed to be 3 years older than females.

Cost Methodology: The Entry Age Normal method with normal cost computed as a level dollar amount has been used to develop the Actuarial Accrued Liability and Normal Cost. The Unfunded Actuarial Accrued Liability is being amortized as a level dollar amount, over the closed 30-year period beginning July 1, 2009.

CalPERS Administrative Fees: CalPERS administrative fees are assumed to remain 0.25% of premiums in all future years.

Inflation: Assumed to be 3.0% per year.

Benefit Cap Increases: The benefit caps for all employees are assumed to remain unchanged in all future years.

Turnover (withdrawal): Likelihood of termination within the next year is taken from the 2014 CalPERS OPEB Assumptions Model. Sample rates for non-safety employees are:

	<u>5 Years Service</u>	<u>10 Years Service</u>	<u>15 Years Service</u>
Age 20	9.46 %		
Age 30	7.90 %	6.68 %	5.81 %
Age 40	6.32 %	5.07 %	4.24 %
Age 50	1.16 %	0.71 %	0.32 %

For police employees, sample rates are:

	<u>5 Years Service</u>	<u>10 Years Service</u>	<u>15 Years Service</u>
Age 20	2.49 %		
Age 30	2.49 %	1.79 %	1.09 %
Age 40	2.49 %	1.79 %	1.09 %
Age 50	0.86 %	0.53 %	0.27 %

There are no differences in turnover rates between the 2010 and 2014 CalPERS tables.

Disability: The incidence of disability is assumed to be small so that it has not been reflected in these calculations.



TOWN OF PARADISE
Council Agenda Summary
Date: September 13, 2016

Agenda Item: 6(d)

ORIGINATED BY: Tony Lindsey, Building Official/Fire Marshal

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Consideration of an Ordinance amending Paradise Municipal Code Title 15 and adopting 2016 California Building Standards Code Title 24, Parts 1-6 and 8-12 with Town of Paradise Amendments.

COUNCIL ACTION REQUESTED: Introduce Ordinance No. ____ amending and adopting the 2016 California Building Standards Code or an alternative action.

RECOMMENDATION: Adopt a **MOTION TO:**

1. Waive the first reading of Town Ordinance No. ____ and read by title only (roll call vote);
AND
2. Introduce Town Ordinance No. ____, " An Ordinance Amending Text Regulations and adopting the 2016 California Building Standards Code within Paradise Municipal Code Title 15 relating to Buildings and Construction"; **OR**

Adopt an alternative directive to town staff regarding this agenda item (Note: A decision not to amend the 2016 California Building Standards Code and adopt the attached Ordinance will result in the imposition of the 2016 California Building Standards Code without any amendments based on findings of fact.)

BACKGROUND:

The California Building Standards Code (CBCS) is revised by the State every three years with the goal of increased public safety in the built environment. Experience has demonstrated that when the latest building codes are adopted, and properly enforced, losses from catastrophic fire or other natural disasters are dramatically reduced. This increased margin of safety is reflected in local insurance rates by the Insurance Service Organization (ISO), which gives enhanced ratings to jurisdictions that adopt the most up-to-date construction codes, among other criteria.

Enforcement of the CBCS by local jurisdictions is mandated by the California Health and Safety Code. This year, the California Building Standards Commission adopted the 2015 International Building Code; the 2015 International Residential Code; 2014 National Electrical Code; the 2015 Uniform Mechanical Code; the 2015 Uniform Plumbing Code; the 2015 International Fire Code; the 2016 California Administrative Code; the 2016 California Energy Code; 2016 California Historical Code; the 2016 Existing Building

Code; the 2016 California Green Building Standards Code; and the 2016 California referenced Standards Code. Together, these codes constitute the 2016 CBSC.

Because local climatic, geologic, and topographic factors can vary greatly and do directly affect building safety, local amendments to the California Building Standards Code are permitted in accordance with Health and Safety Code Sections 17958.5, 17958.7 and 18941.5, when justified by findings of fact based upon local climatic, geologic, or topographical conditions. The Town may not be less restrictive than the State adopted standards but may be more restrictive in the scope of their findings.

DISCUSSION:

Staff recommends that the Town Council adopt the 2016 California Building Standards Code and the attached Ordinance, which includes Findings of Fact relating to the Town's amendments to the 2016 California Building Standards Code. The Ordinance also repeals Paradise Municipal Code Chapters 15.01 to 15.13 and ADOPTS NEW CHAPTERS 15.01 to 15.13, which incorporate the Town of Paradise amendments.

Town staff reviewed the existing amendments in conjunction with the new codes and has made amendments that are consistent with the findings presented in the Ordinance. The code in previous years has only related to fire protection mainly based on the size of the building without or limited consideration to its character and use. In the 2016 codes this has become much more a priority and is now considering these factors in fire protection on size (typically 12,000 square feet) and its use and character, mainly for large assembly occupancies, hazardous occupancies, and furniture stores greater than 5,000 square feet. Based upon these changes and considerations of the codes renewed proactive approach to fire protection, staff felt that this new code approach is consistent with balancing both commercial development and public safety needs within the Town of Paradise.

There are three key municipal code amendments to the triennial building code cycle.

1. The definition of "New Construction" has been added: "New Construction: For the purposes of enforcing the provisions of the California Fire Code, California Building Code, and the California Residential Building Code, any work, addition to, remodel, repair, renovation, or alteration of any building(s) or structure(s) shall be considered "New Construction" when 50 percent or more of the exterior weight bearing walls are removed or demolished." This industry wide definition will aid in providing clarity and common understanding for the department, contractors and citizens.
2. The addition of Section 15.03.090: "Section 15.03.090 Chapter 3, Section R313.2.2 Alarms, added: One exterior approved audible sprinkler water flow alarm device shall be connected to every automatic fire sprinkler system in an approved location. Such device shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system." Carrying this requirement over from the California Building Code safeguards the property. Without a water flow alarm sounding alerting the neighboring properties the only other indication of sprinkler activation or defect in an unoccupied dwelling would either be from visual identification of water coming from within the dwelling or possible notification from Paradise Irrigation District Water Hawk monitoring.

3. The addition of an exception to Section 15.09.120: "Section 15.09.120 Chapter 5, Section 503.2.1 Dimensions, is amended to read as follows: Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Residential driveways shall comply with Town of Paradise Road Standards." The Town has adopted road standards that detail in depth the dimension requirements. These details provide a clear understanding for the department, contractors and citizens.

Staff will provide training in coordination with other governmental entities within the region, North Valley Contractors Association and Local Building Officials Group as we begin to learn more about all of the new codes and standards. Staff is well aware of the need for the training which includes our own Town staff.

Lastly, staff is aware the implementation of new codes may have an impact on our current processes and systems. This circumstance will allow us an opportunity to review and improve our systems, operations and processes with improved customer service as the goal. Recommended text amendments to the ordinance are shown in "shaded" (additions) and "~~strike-out~~" (deletions) font.

FINANCIAL IMPACT:

The General Fund will not be impacted; only nominal impacts associated with the adoption of the Ordinance amendments will be borne by the Building Safety and Waste Water Services Fund.

Town of Paradise

Ordinance No. _____

AN ORDINANCE OF THE TOWN OF PARADISE REPEALING PARADISE MUNICIPAL CODE CHAPTERS 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.13 AND ADOPTING NEW CHAPTERS 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12 AND 15.13 AND MAKING FINDINGS OF FACTS RELATING TO LOCAL CLIMATIC, GEOLOGICAL, AND TOPOGRAPHIC CONDITIONS, ALL RELATING TO THE AMENDMENTS AND ADOPTION OF THE ~~2013~~ 2016 CALIFORNIA BUILDING STANDARDS CODE

WHEREAS, the Town Council of the Town of Paradise hereby finds that the public health, safety and welfare will be best protected and served by the adoption of the ~~2013~~ 2016 California Building Standards Code as established and maintained by the State Building Standards Commission with certain amendments; and

WHEREAS, the Town of Paradise finds that its jurisdiction has certain climatic, topographic and geologic considerations, as set forth and incorporated herein, that can have a deleterious effect on emergency services such as fire protection and emergency medical services and on structures and buildings ; and

WHEREAS, except for the amendments authorized by Health and Safety Code sections 17958.5, 17958.7 and 18941.5, the Town of Paradise adopts ordinances and regulations imposing the building regulations contained in the regulations adopted by the State pursuant to the Health and Safety Code Section 17922; and

WHEREAS, sections 17958.5, 17958.7 and 18941.5 of the Health and Safety Code authorize the Town of Paradise to make changes or modifications to the California Building Standards Code as are reasonably necessary because of local climatic, topographic and geologic conditions; and

WHEREAS, the California Building Standards Code applies to all occupancies throughout the State; and

1 24, Part 8); the ~~2013~~ 2016 California Existing Building Code (Chapter 10; Title 24,
2 Part 10); the ~~2013~~ 2016 California Green Building Standards Code (Cal Green, Title
3 24, Part 11) and the ~~2013~~ 2016 California Referenced Standards Code (Title 24, Part
4 12).

5
6 **NOTE:** The State of California officially adopted the ~~2013~~ 2016 California
7 Administrative, Building, Residential, Electrical, Mechanical, Plumbing, Energy,
8 Historical, Fire, Existing Building, Green Building Standards, and Referenced
9 Standards Codes in July of this year, and they become mandatory at the local level
10 effective January 1, ~~2014~~ 2017.

11
12 B. **Findings:** Pursuant to Sections 17958.5, 17958.7 and 18941.5 of the State of
13 California Health and Safety Code, the Town of Paradise has determined and finds
14 the attached amendments, additions and/or modifications are needed and are
15 reasonably necessary because of its local climatic, geologic and topographical
16 conditions.

17
18 C. **Local Conditions:** Local conditions have an adverse effect on the potential
19 for life and property loss, making necessary changes and modifications to the ~~2010~~
20 2016 California Building Standards Code in order to establish and maintain an
21 environment which will provide the community a desirable level of protection.

22
23 1. Climatic Conditions:

24 1A. On average the Town of Paradise has an annual rainfall of fifty-two to fifty-
25 four inches of rain. However, in the summer months there is little, if any
26 measurable precipitation. Winter months can be characterized by heavy rains and
27 periodic heavy snow falls with accumulations above the 1800 foot level. During the
28 year the temperatures range from the mid 20's to low 100's degrees in the summer

1 months with light to gusty westerly winds. These drying winds mixed with the
2 density of vegetation, which is dominant throughout the Town, creates a hazardous
3 fuel condition that can have severe consequences.

4
5 2. Geographical and Topographical Conditions:

6 2A. The Town of Paradise is located within Butte County in Northern California.
7 It is approximately 100 miles north of Sacramento and within 15 miles east from the
8 urban community of Chico. The Town of Paradise population is approximately 26,000+
9 and is the second largest community in Butte County. The Town encompasses 18.6
10 square miles and was incorporated in 1979. Prior to incorporation the Town was a
11 County mountain community with older construction of light commercial and
12 industrial with a predominant residential character.

13 2B. The Town of Paradise is located one thousand four hundred (1,400) to two
14 thousand two hundred feet (2,200) above sea level and is bordered by rugged
15 canyons, creating somewhat of a triangular shaped area in which the Town is
16 situated.

17 2C. This environment has natural vegetative growth that is dense, both in the
18 canyon areas and throughout the Town, which presents a challenge and difficulty in
19 fighting and controlling the spread of wildfires. The Town of Paradise has been
20 identified as a very high fire hazard severity zone pursuant to Government Code
21 Section 51178.5 and 51179 which is based upon the climatic, topographic and
22 geologic conditions combined with the dense vegetation throughout the Town.

23 2D. The topography of the Town presents problems in delivery of emergency
24 services, including fire protection. Hilly terrain with narrow, winding roads with
25 little circulation, limited escape routes, and limited ingress and egress to access
26 the Town prevents rapid access and orderly evacuations. There are many miles of
27 both public streets and private roads many of which were built years ago and many
28

1 of the private roads are substandard in design and access capability due to
2 topography.

3 2E. Combined with these features all weather surfaces based upon the soil and
4 topographic conditions may not be able to support the imposed loads of fire
5 apparatus and reduced accessibility to emergency response personnel. These
6 conditions increase the likelihood of difficulty with approach angles, steep slopes
7 and grades and the ability for emergency response personnel to be effective.

8
9 D. **Conclusion:** Local climatic, geologic, and topographic conditions impact the
10 built environment and necessitate amendments to the California Building Standards
11 Code. Therefore, it is found to be reasonably necessary that the State Building
12 Standards Codes be changed or modified to mitigate the effects of the above
13 conditions by the adoption of this ordinance. Furthermore, California Health and
14 Safety Code Section 17958.7 requires that the modifications or change be expressly
15 marked and identified as to each finding to which it refers. Therefore, the Town
16 of Paradise finds that Exhibit "A" attached hereto provides the code sections that
17 have been modified pursuant to the ordinance that are building standards as defined
18 in the Health and Safety Code Section 18909 and the associated referenced
19 conditions or modifications are due to local climatic, geologic and topographical
20 considerations.

21
22 **Chapter 15.02**

23 **~~2013~~ 2016 California Building Standards Code (Title 24, Part 2) Based upon the**
24 **International Building Code (ICC)**

25
26 **Sections:**

27 **15.02.010 Adoption**

28 **15.02.020 Chapter 1, Division II, Section 101.4 Referenced Codes, Amended**

1 15.02.030 Chapter 1, Division II, Section 101.4.1, Gas, Amended
2 15.02.040 Chapter 1, Division II, Section 101.4.2, Mechanical, Amended
3 15.02.050 Chapter 1, Division II, Section 101.4.3, Plumbing, Amended
4 15.02.055 Chapter 1, Division II, Section 101.4.4, Property maintenance, Deleted
5 15.02.060 Chapter 1, Division II, Section 101.4.5, Fire Prevention, Amended
6 15.02.070 Chapter 1, Division II, Section 103, Dept. of Building & Safety,
7 Deleted
8 15.02.080 Chapter 1, Division II, Section 105.2 Work Exempt from Permits, Added
9 15.02.090 Chapter 1, Division II, Section 105.3.2 Time Limitation of Application,
10 Amended
11 15.02.100 Chapter 1, Division II, Section 105.5 Expiration, Amended
12 15.02.110 Chapter 1, Division II, Section 105.8, Transferability, Added
13 15.02.120 Chapter 1, Division II, Section 107.5 Retention of Construction
14 Documents, Amended
15 15.02.130 Chapter 1, Division II, Section 107.6 Expiration of Plan Review, Added
16 15.02.140 Chapter 1, Division II, Section 109.2 Schedule of Permit Fees, Amended
17 15.02.150 Chapter 1, Division II, Section 109.4 Work Commencing Before Permit
18 Issuance, Amended
19 15.02.160 Chapter 1, Division II, Section 109.6 Refunds, Amended
20 15.02.170 Chapter 1, Division II, Section 110.3.9.1 Special Inspectors, Added
21 15.02.180 Chapter 1, Division II, Section 110.4 Inspection Agencies, Amended
22 15.02.190 Chapter 1, Division II, Section 111.1 Use and Occupancy, Amended
23 15.02.200 Chapter 1, Division II, Section 112.3 Authority to Disconnect Service
24 Utilities, Amended
25 15.02.210 Chapter 1, Division II, Section 114.4 Violation Penalties, Amended
26 15.02.220 Chapter 2, Section 202, Definitions, Added
27 15.02.230 Chapter 15, Section 1505.1.3 Roof Coverings, Amended
28 15.02.240 Chapter 16, Section 1603.1.3 Roof Snow Loads, Amended

- 1 15.02.250 Appendix "J", Section J101.1, Scope, Amended
2 15.02.260 Appendix "J", Section J101.3 Purpose, Added
3 15.02.270 Appendix "J", Section J101.4 Hazards Added
4 15.02.280 Appendix "J", Section J102 Definitions, Amended
5 15.02.290 Appendix "J", Section J103 Permits required, Amended
6 15.02.300 Appendix "J", Section J104.2 Site Plan Requirements, Amended
7 15.02.310 Appendix "J", Section J104.5 Bonds, Added
8 15.02.320 Appendix "J", Section J105.3 Inspections, Added
9 15.02.330 Appendix "J", Section J106.3 2 Rounding of cut slopes, Added
10 15.02.340 Appendix "J", Section J106.4 3 Private road construction, Added
11 15.02.350 Appendix "J", Section J106.4 3.1 Private road construction.
12 Requirements, Added
13 15.02.360 Appendix "J", Section J107.7 Rounding of fill slopes, Added
14 15.02.370 Appendix "J", Section J109.5 Overflow protection, Added
15 15.02.380 Appendix "J", Section J110.3 Disturbed surfaces, Added
16 15.02.390 Appendix "J", Section J110.4 Storm damage precautions, Added
17

18 **Section 15.02.010 Adoption**

19 The 2013 2016 California Building Standards Code, Part 2, Volumes 1 and 2,
20 including Appendix ~~"B", "F", "G", "H", "I", "J"~~, known as the California Building
21 Code, as published and adopted by the California Building Standards Commission,
22 including the Town's amendments, deletions and additions set forth in this Chapter,
23 is hereby adopted by reference and incorporated herein.

24 **Section 15.02.020 Chapter 1, Division II, Section 101.4, Referenced Codes, is**
25 **amended to read as follows:**

26 The other codes listed in Sections 101.4.1 through 101.4.5 and referenced elsewhere
27 in this code shall be considered part of the requirements of this code to the
28 prescribed extent of each such reference unless otherwise amended herein.

1 **Section 15.02.030 Chapter 1, Division II, Section 101.4.1, Gas, is amended to read**
2 **as follows:**

3 The provisions of the California Plumbing Code shall apply to the installation of
4 gas piping from the point of delivery, gas appliances and related accessories as
5 covered in this code. These requirements apply to gas piping systems extending
6 from the point of delivery to the inlet connections of appliances and the
7 installation and operation of residential and commercial gas appliances and related
8 accessories.

9 **Section 15.02.040 Chapter 1, Division II, Section 101.4.2, Mechanical, is amended**
10 **to read as follows:**

11 The provisions of the California Mechanical Code shall apply to the installation,
12 alterations, repairs and replacement of mechanical systems, including equipment,
13 appliances, fixtures, fittings and/or appurtenances, including ventilation,
14 heating, cooling, air-conditioning and refrigeration systems, incinerators and
15 other energy-related systems.

16 **Section 15.02.050 Chapter 1, Division II, Section 101.4.3, Plumbing, is amended to**
17 **read as follows:**

18 The provisions of the California Plumbing Code shall apply to the installation,
19 alteration, repair and replacement of plumbing systems, including equipment,
20 appliances, fixtures, medical gas systems, fittings and appurtenances and, where
21 connected to a water or sewage system.

22 **Section 15.02.055 Chapter 1, Division II, Section 101.4.4, Property maintenance is**
23 **hereby deleted in its entirety.**

24 **Section 15.02.060 Chapter 1, Division II, Section 101.4.5, Fire Prevention, is**
25 **amended to read as follows:**

26 The provisions of the California Fire Code shall apply to matters affecting or
27 relating to structures, processes and premises from the hazard of fire and
28 explosion arising from the storage, handling and use of structures, materials and

1 devices; from conditions hazardous to life, property and or public welfare in the
2 occupancy of structures or premises; and from the construction, extension, repair,
3 alteration or removal of fire suppression and alarm systems or fire hazards in the
4 structure or on the premises from occupancy or operation.

5 **Section 15.02.070 Chapter 1, Division II, Section 103, Department of Building and**
6 **Safety is hereby deleted in its entirety.**

7 The Department of Building and Safety identifying the creation of an enforcement
8 agency, appointments and Deputies is hereby deleted in its entirety.

9 **Section 15.02.080, Chapter 1, Division II, Section 105.2, Work Exempt from Permits,**
10 **is added to read as follows,**

11 14. Approved prefabricated carports which are entirely open on two or more sides,
12 do not exceed 480 square feet in footprint, are installed in accordance with the
13 manufacturer's instructions, and are located in compliance with applicable building
14 or structure setbacks but not upon property located within the Town adopted
15 Paradise Redevelopment Project area or a Paradise General Plan Scenic Highway
16 Corridor.

17 15. Floor sheathing, decking and exterior siding repair - limited to 100 square
18 feet of floor sheathing or siding and less than 100 linear board feet of decking.

19 16. Replacement, repair or overlay of less than 10% not to exceed 100 square feet
20 of an existing roof within any 12-month period, all repairs shall be Class A only.

21 **Section 15.02.090 Chapter 1, Division II, Section 105.3.2, Time Limitation of**
22 **Application, is amended to read as follows:**

23 An application for a permit for any proposed work shall expire one (1) year after
24 the date of filing, unless the permit has been issued.

25 **Section 15.02.100 Chapter 1, Division II, Section 105.5, Expiration, is amended to**
26 **read as follows:**

27 Every permit issued by the Building Official under the provisions of this code
28 shall expire by limitation and become null and void after one (1) year from the

1 date of issuance of such permit. Provided, however, that if the building or work
2 authorized by such permit was commenced prior to such expiration and no changes
3 have been made or will be made in the original plans and specifications for such
4 building or work, a renewal permit shall be applied for at least thirty (30) days
5 prior to the original permit expiration date for projects for which a plans
6 examination was required. If application for a renewal permit has not been made
7 prior to the thirty (30) days, or if work was not commenced pursuant to the
8 original permit, a new permit application and fees shall be required. A renewed
9 permit shall expire and becomes null and void one (1) year beyond the expiration
10 date of the original or previously renewed permit.

11 **Section 15.02.110 Chapter 1, Division II, Section 105.8, Transferability, is added**
12 **to read as follows:**

13 A permit may be transferred from the original permittee to another person due to a
14 change of ownership, contractor, or death as long as there is no change in the
15 original plans or specifications, authorization of the design professional, and a
16 written notice is provided for and approved by the Town of Paradise Building
17 Official.

18 **Section 15.02.120 Chapter 1, Division II, Section 107.5, Retention of Construction**
19 **Documents, is amended to read as follows:**

20 One set of approved plans, specifications and computations shall be retained by the
21 Building Official until completion of the work covered therein and then per the
22 records retention requirements adopted by the Town; and one set of approved plans,
23 specifications and computations shall be returned to the applicant and shall be
24 kept on the site of the building or work at all times during which the work
25 authorized thereby is in progress.

26 **Section 15.02.130 Chapter 1, Division II, Section 107.6, Expiration of Plan Review,**
27 **is added to read as follows:**

1 Applications for which no permit has been issued shall expire one-year following
2 the date of application, or on the effective date of a new Town adopted edition of
3 any part of the California Building Standards Code, whichever comes later. Plans
4 and other data submitted for review may thereafter be returned to the applicant or
5 destroyed by the Building Official. In order to renew action on an application
6 after expiration, the applicant shall resubmit plans and pay a new plan review fee.

7 Exception: Such applications shall not expire under the following
8 circumstances:

9 1. If the Building Official determines the new code changes are minor,
10 additional reviews of the plans to determine compliance with the new codes may be
11 done in lieu of expiration. The normal hourly rate as determined by the Master Fee
12 Schedule adopted by the Town of Paradise Town Council shall apply to any additional
13 review.

14 2. Applications for which plans have been submitted as a result of a
15 compliance investigation shall expire 180 days following the date of application.
16 No extensions will be granted except in emergency situations approved prior to the
17 expiration by the Building Official.

18 **Section 15.02.140 Chapter 1, Division II, Section 109.2, Schedule of Permit Fees,**
19 **is amended to read as follows:**

20 On buildings, structures, electrical, gas, mechanical, fire protection systems, and
21 plumbing systems or alterations requiring a permit, a fee for each permit shall be
22 paid as required, in accordance with the Master Fee Schedule as adopted by the Town
23 of Paradise Town Council.

24 **Section 15.02.150 Chapter 1, Division II, Section 109.4, Work Commencing Before**
25 **Permit Issuance, is amended to read as follows:**

26 Any person who commences any work on a building, structure, electrical, gas,
27 mechanical, or plumbing system before first obtaining the necessary permits shall
28 be subject to a an penalty investigation fee equal to the permit fee to be paid in

1 addition to the permit fee when obtaining the building permit. All fees must be
2 paid prior to release of the permit.

3
4 **Section 15.02.160 Chapter 1, Division II, Section 109.6 Refunds, is amended to read**
5 **as follows:**

6 The Building Official may authorize refunding of a fee paid hereunder which was
7 erroneously paid or collected. The Building Official may authorize refunding of
8 not more than 80 percent of the permit or plan review fee paid when no work or plan
9 examination has been done under an application or permit issued in accordance with
10 this code, provided a written refund application is filed by the original permittee
11 prior to the expiration of the permit.

12 **Section 15.02.170 Chapter 1, Division II, Section 110.3.9.1 Special Inspectors, is**
13 **added to read as follows:**

14 The Special Inspector shall be a qualified person approved by the Building Official
15 after all certifications have been supplied, reviewed and approved by the Building
16 Official regarding their qualifications. The Special Inspector shall furnish
17 continuous inspection reports on the construction and work requiring his/her
18 employment as prescribed in the applicable codes. The Special Inspector shall
19 report to the Building Official in writing, noticing all code violations and other
20 information as required on forms, prescribed and/or approved by the Building
21 Official.

22 **Section 15.02.180 Chapter 1, Division II, Section 110.4 Inspection Agencies, is**
23 **amended to read as follows:**

24 The Building Official is authorized to accept reports of approved inspection
25 agencies, provided such agencies satisfy the requirements as to qualifications and
26 reliability. The inspection agencies shall have written approval from the Building
27 Official prior to any inspections. If written approval is not obtained prior to
28

1 actual inspections, the Building Official may reject all inspections reports and
2 the applicant shall cause to have all work re-inspected by an approved inspector.

3
4 **Section 15.02.190 Chapter 1, Division II, Section 111.1 Use and Occupancy, is**
5 **amended to read as follows:**

6 ~~No~~ A building or structure shall not be used or occupied, and ~~no~~ a change in the
7 existing use or occupancy classification of a building or structure or portion
8 thereof shall not be made, until the Building Official has issued a certificate of
9 occupancy therefore as provided herein. Issuance of a certificate of occupancy
10 shall not be construed as an approval to violate any provisions of this code or
11 other ordinance. ~~Provided, however, that no certificate of occupancy is required to~~
12 ~~be issued for Group R, Division 3, and Group U Occupancies.~~

13 **Section 15.02.200 Chapter 1, Division II, Section 112.3 Authority to Disconnect**
14 **Service Utilities, is amended to read as follows:**

15 The Building Official and/or the Fire Chief shall have the authority to authorize
16 disconnection of utility services to buildings, structures or systems regulated by
17 this code and the codes referenced in case of an emergency, where necessary to
18 eliminate an immediate hazard to life, property or an immediate public health risk.
19 The Building Official shall have the authority to authorize disconnection of
20 utility service to buildings, structures or systems regulated by this code and the
21 codes referenced when any building service equipment is maintained in violation of
22 Section ~~105~~ 101.4 of Chapter I, Division II, of the ~~2013~~ 2016 California Building
23 Code, or of the codes adopted herein, or in violation of a notice issued pursuant
24 to the provisions of Section 114 of Chapter I, Division II, of the ~~2013~~ 2016
25 California Building Code. The Building Official and/or Fire Chief shall notify the
26 serving utility, and whenever possible the owner and occupant of the building,
27 structure or service system of the decision to disconnect prior to taking such
28 action. If not notified prior to disconnecting, the owner or occupant of the

1 building, structure or service system shall be notified in writing, as soon as
2 practical thereafter.

3
4 **Section 15.02.210 Chapter 1, Division II, Section 114.4 Violation Penalties, is**
5 **amended to read as follows:**

6 (a) It shall be unlawful for any person, firm or corporation to erect, construct,
7 enlarge, alter, repair, move, improve, remove, convert, demolish, equipment use.
8 occupy or maintain any real property, building, structure, or building service
9 equipment or cause or permit the same to be done in violation of Title 15 of the
10 Paradise Municipal Code (PMC), this code or the technical codes as amended and
11 adopted by the town. Any person who violates any of the provisions of Title 15 of
12 the PMC, this code or the technical codes adopted by this jurisdiction or fails to
13 comply with any order made there under, or who builds in violation of any detailed
14 statement of specifications or plans submitted or approved there under, or any
15 certificate or permit issued there under, and from which no appeal has been taken,
16 or who fails to comply with such an order as affirmed or modified by the Board of
17 Appeals or by a court of competent jurisdiction within the time fixed herein, is
18 severally for each violation or noncompliance respectively guilty of an infraction
19 punishable by a fine not to exceed one thousand dollars (\$1,000.00). Each separate
20 day or any portion thereof during which any violation occurs or continues is a
21 separate offense, and upon conviction thereof shall be punishable as provided in
22 this section. Any person, firm or corporation found guilty of any such violation
23 shall be fully responsible for all of the town's costs relating to the enforcement,
24 investigation and prosecution of the offender.

25 The imposition of a penalty for any violation or noncompliance shall not
26 excuse the violation of noncompliance or permit it to continue; and all such
27 persons shall be required to correct or remedy such violations or defects within a
28

1 reasonable time; and when not otherwise specified, each day that prohibited
2 conditions are maintained shall constitute a separate offense.

3 (b) The application of the above penalty shall not be held to prevent the enforced
4 removal of the prohibited conditions,

5 (c) The issuance or granting of a permit or approval of plans and specifications
6 shall not be deemed or construed to be a permit for, or an approval of, any
7 violation of any of the provisions of these codes and shall not prevent the
8 administrative authority from thereafter requiring the correction of errors in said
9 plans or specifications or from preventing construction operations being carried on
10 there under when in violation of these codes or any other ordinance or from
11 revoking any certificate of occupancy or approval when issued in error. No permit
12 presuming to give authority to violate or cancel the provisions of this chapter
13 shall be valid, except insofar as the work or use which it authorized is lawful.

14 (d) Any violation of the provisions of Title 15 or of the technical codes as
15 adopted by the town shall be and is hereby declared to be unlawful and a public
16 nuisance and may be abated in the manner provided by law.

17 (e) The Town Attorney shall, upon the order of the Town Manager or his/her
18 designee, immediately commence action or proceedings for the abatement and removal
19 and enjoinder of any violation of Title 15 or of any technical codes as adopted by
20 the town as provided by law, and shall take such action and shall apply to such
21 courts of competent jurisdiction to grant such relief as will abate and remove such
22 building or structure or use, and restrain and enjoin any person from setting up,
23 building, maintaining, or using such real property, building, structure, use or
24 occupancy contrary to this code or the technical codes.

25 **Section 15.02.220 Chapter 2, Section 202, Definitions, the following have been**
26 **added:**

27 Administrative Authority: Shall be the Building Official or his/her designee.
28

1 Chief of the Bureau of Fire Prevention: Shall be the Fire Chief for the Town of
2 Paradise.

3 City: Shall be the Town of Paradise.

4 Fire Code: Shall be the ~~2013~~ 2016 California Fire Code as adopted by the Town of
5 Paradise.

6 New Construction: For the purposes of enforcing the provisions of the California
7 Fire Code, California Building Code, and the California Residential Building Code,
8 any work, addition to, remodel, repair, renovation, or alteration of any
9 building(s) or structure(s) shall be considered "New Construction" when 50 percent
10 or more of the exterior weight bearing walls are removed or demolished.

11 **Section 15.02.230 Chapter 15, Section 1505.1.3, Roof Coverings, is amended to read**
12 **as follows:**

13 All roofing materials shall be installed in accordance with the manufacturer's
14 installation instructions. The entire roof covering of every new structure shall
15 be a minimum Class "A" roof covering. Any roof covering material applied in the
16 alteration, repair or replacement of the roof of the existing structure shall be a
17 minimum of a Class "A" roof covering. The entire roof covering of every existing
18 structure where more than 50 percent of the total roof area is replaced within a
19 one year period shall be a minimum of a Class "A" roof covering. The owner of any
20 structure regulated by this code shall comply with the provisions of this section
21 relating to roofing materials.

22 **Section 15.02.240 Chapter 16, Section 1603.1.3 Roof Snow Loads, is amended to read**
23 **as follows:**

24 Snow loads full or unbalanced shall be considered in place of loads set forth in
25 Table No. 1607.1, where such loading will result in larger members and connections.
26 The minimum design snow load and roof live load for the Town of Paradise shall be
27 twenty (20) pounds per square foot below elevation 1,800 feet and thirty (30)
28 pounds per square foot at 1,800 feet and elevations above.

1 Potential accumulations of snow at roof valleys, parapets, roof structures and
2 offsets in roofs of uneven configuration shall be considered. Where snow loads
3 occur, the snow loads shall be determined by the Building Official.

4 **15.02.250 Section J101.1 is amended to read as follows:**

5 Section J101.1. This chapter sets forth rules and regulations to control
6 excavation, grading and earthwork construction, including fills and embankments,
7 and erosion and sediment control; establishes the administrative procedure for
8 issuance of permits; and provides for approval of plans and inspection of grading,
9 erosion and sediment control operations.

10
11 **15.02.260 Section J101.3 is amended to read as follows:**

12 Section J101.3. The purpose of this chapter is to safeguard life, limb, property
13 and the public welfare, and to preserve and enhance the natural environment by
14 preventing and eliminating conditions of accelerated erosion and by regulating
15 grading on private and public property in the incorporated areas of the Town of
16 Paradise.

17 **15.02.270 Section J101.4 is added to read as follows:**

18 (a) Hazardous Conditions. Whenever the Building Official ~~and~~/or the Town Engineer
19 determines that any existing excavation, embankment or fill has become a hazard to
20 life and limb, or endangers structures, or adversely affects the safety, use, or
21 stability of a public way or drainage channel, the owner of the property upon which
22 the excavation, embankment, or fill is located, or other person or agent in control
23 of said property, upon receipt of notice in writing from the Building Official or
24 Town Engineer shall within the period specified therein repair, reconstruct or
25 remove such excavation, embankment, or fill so as to eliminate the hazard.

26 (b) Maintenance of Protective Devices and Rodent Control. The owner of any
27 property on which grading has been performed and a permit issued under the
28 provisions of this code, or any other person or agent in control of such property,

1 shall maintain in good condition and repair all drainage structures and other
2 protective devices and burrowing rodent control when shown on the grading plans
3 filed with the application for grading permit and approved as a condition precedent
4 to the issuance of such permit.

5 **15.02.280 Section J102 Definitions.** The following definitions are amended or added
6 to Section J102 with all other definitions in the section remaining unchanged:

7 Certifications Shall mean the specific inspections or tests required by the
8 Building Official or Town Engineer have been performed and that the results of such
9 tests are satisfactory and that all work complies with the conditions of the
10 permits and the requirements of this Chapter.

11 Design Engineer Shall be the Civil Engineer responsible for the preparation of
12 the plans for the grading work.

13 Drainage Course Shall be a well defined natural or man-made channel which conveys
14 storm runoff either year round or intermittently.

15 Hazardous Condition Shall be any natural ground, natural slope, excavation,
16 fill, drainage device or erosion control device on public or private property is a
17 menace to life and limb, or a danger to public safety, or endangers or adversely
18 affects the safety, usability or stability of adjacent property, structures, or
19 public or private facilities.

20 Hill Area Shall be any part of the Town with street grades of ten percent (10%)
21 or greater.

22 Landscape Architect Shall be a person who holds a certificate to practice
23 landscape architecture in the State of California.

24 Natural Grade Shall be the vertical location of the ground surface prior to
25 excavation or fill.

26 Soil Testing Agency Shall be an agency regularly engaged in the testing of
27 soils under the direction of a Civil Engineer experienced in soil mechanics.

28 Surface Drainage Shall be water flows over the ground surface

1 **15.02.290 Section J103 Permits required, is amended to read as follows:**

2 Section J103. No person shall do any grading, clearing or grubbing without first
3 having obtained a grading permit from the Town Engineer except for the following:

4 1. An excavation which does not exceed two feet in vertical depth at its
5 deepest point measured from the original ground surface and which does not create a
6 cut slope greater than four feet in height and steeper than one and one-half
7 horizontal to one vertical and does not exceed fifty cubic yards of material.

8 2. A fill that does not exceed one foot in vertical depth and is placed on
9 natural terrain with a slope flatter than five horizontal to one vertical at its
10 deepest point measured from the natural ground surface, or less than three feet in
11 depth, not intended to support structures, which do not exceed fifty cubic yards on
12 any one lot and does not change the existing drainage pattern.

13 3. Temporary excavations in a public street or right-of-way for which a
14 permit has been issued by the Department of Public Works.

15 4. An excavation below finish grade for a basement, footing, retaining
16 wall, swimming pool, or other structure authorized by a valid permit, which
17 excavation will be completely occupied by and retained by the structure authorized
18 by valid building permit.

19 5. A fill above existing grade, which fill will be retained by the
20 exterior wall of a building, a retaining wall, swimming pool or other structure
21 authorized by a valid building permit.

22 6. Gardening and routine agricultural crop management practices.

23 7. Excavations for utilities installed pursuant to permits issued by the
24 Building Department and/or the Department of Public Works.

25 8. Refuse disposal sites controlled by other regulations.

26 9. Mining, quarrying, excavating, processing, stockpiling of rock, sand,
27 gravel, aggregate or clay where established and provided for by law, provided such
28

1 operations do not affect the lateral support or increase the stresses in or
2 pressure upon any adjacent or contiguous buildings or property.

3 10. Exploratory excavations under the direction of soils engineers or
4 engineering geologist.

5 11. Routine maintenance of private roads.

6 12. Clearing of vegetation for fire protection purposes within one hundred
7 (100) feet of a dwelling unit. Any additional clearing for fire prevention, control
8 or suppression purposes is exempt when authorized or required in writing by a fire
9 prevention or suppression agency.

10 In addition, all excavations or fills that disturb one (1) acre or greater
11 must comply with the State Construction Stormwater Permit and supply a copy of the
12 required Storm Water Pollution Prevention Plan (SWPPP) to the Town Engineer.

13 **15.02.300 Section J104.2 is amended to read as follows:**

14 Section J104.2 Information on Plans and in Specifications. Plans shall be drawn to
15 scale upon substantial paper and shall be of sufficient clarity to indicate the
16 nature and extent of work proposed and shown in detail that they will conform to
17 provisions of ordinances, rules and regulations. The first sheet shall give the
18 location of the work and the name and address of the owner and the person by whom
19 they were prepared.

20 The plans shall include the following information:

21 1. Vicinity Map showing the project site in relationship to surrounding
22 areas, water courses, water bodies and other significant geographic features, roads
23 and structures.

24 2. Site Map and Grading plan showing: topographic and boundary survey with
25 existing and proposed contours, with enough off-site contours included to show how
26 surface water will flow onto and off the site; proposed limits of cuts and fills
27 and other earthwork; proposed retaining structures; existing off-site structures
28 within fifteen (15) feet of the site boundary and other off-site improvements,

1 including but not limited to underground utilities, septic systems, water wells and
2 french drains which may be affected by the grading work; public and private
3 easements of record; typical sections of areas to be graded and profiles of all
4 proposed traveled ways for vehicles and pedestrians; all proposed uses for the
5 site; all proposed divisions; rock disposal areas, buttress fills or other specials
6 features.

7 3. Drainage plan showing: all drainage devices, walls, cribbing or other
8 protective devices and estimated runoff; building site including elevations of
9 floors with respect to finish site grade and locations of proposed stoops, slabs
10 and fences that may affect drainage.

11 4. A statement of the quantities of material to be excavated and/or filled
12 and the amount of such material to be imported to or exported from the site.

13 5. A statement of the estimated starting and completion dates for work
14 covered by the permit.

15 6. Erosion and Sediment control plans when required by the Town Engineer
16 shall be prepared by a Registered Civil Engineer or Certified Engineering Geologist
17 and shall include all the following:

18 (a) Interim measures designed to prevent excessive storm runoff of
19 water or solid materials onto adjacent property, streets or watercourses including,
20 but not limited to short term erosion control planting, waterproof slope covering,
21 check dams, interceptor ditches, benches, storm drains, dissipation structures,
22 diversion dikes, retarding berms and barriers, devices to trap, store and filter
23 out sediment and storm water retention basins.

24 (b) A narrative description of measure to be taken, planting materials
25 and specifications, maintenance provisions and fertilizers. A statement: the plans
26 are subject to change as conditions change.

1 (c) Calculations of anticipated storm water run off and sediment
2 volumes shall be included, if required by the Building Official or the Town
3 Engineer.

4 (d) The name, address and contact telephone number of the person
5 responsible for emergency call out in the event of apparent danger to life or
6 property as determined by the Town Engineer or Building Official.

7 **15.02.310 Section J104.5 is added to read as follows:**

8 Section J104.5 Bonds.

9 (a) Bond Requirements. Whenever an application for grading permit is filed
10 for the excavation or fill and the nature of the work is such that if left
11 incomplete it will create a hazard to human life or endanger adjoining property, or
12 property at a higher or lower level, or to any street or street improvement or any
13 other public property, the Town Engineer shall, before issuing the grading permit,
14 require the applicant to guarantee faithful performance and payment of labor and
15 material in an amount determined by the Town Engineer, which shall be not less than
16 one hundred percent (100%) of the total estimated cost of the work, including
17 corrective work necessary to remove or eliminate geological hazards. An additional
18 cash deposit may be required by the Town Engineer in the form of a cash bond
19 sufficient to cover the cost of site cleanup and debris removal. Where grading is
20 required on property adjacent to the grading site to complete a project
21 satisfactorily, the owner of the adjacent property need not provide additional
22 security if the original guarantee is of sufficient amount to include such
23 additional grading. Each bond and agreement shall remain in effect until the work
24 authorized by the grading permit is completed and approved by the Town Engineer.

25 (b) Type of Bond. A guarantee of faithful performance and payment of
26 labor and material, when required under the provisions of this section, shall be
27 provided by one of the following methods:

1 1. Bonds executed by the applicant, as principal, and a corporate surety
2 authorized to do business in the state, as surety, and in a form furnished by the
3 Town Engineer and approved by the Town Attorney.

4 2. A cash deposit with the Town.

5 3. An instrument or instruments of credit from one or more financial
6 institutions subject to regulation by the state or federal government pledging that
7 the funds necessary to meet the performance are on deposit and guaranteed for
8 payment, and an agreement that the funds designated by the instrument shall become
9 trust funds for the purpose of securing faithful performance and payment of labor
10 and material. The instrument of credit and agreement shall first be approved by
11 the Town Attorney.

12 (c) Procedure on Default.

13 1. Whenever the Town Engineer finds that a default has occurred in the
14 performance of any term or condition of any grading permit, written notice of the
15 fact of default shall be given to the principal and to the corporate surety,
16 financial institution or the depositor, stating the work to be done and the period
17 of time deemed by the Town Engineer to be reasonably necessary for the completion
18 of such work. Thirty days after the receipt of such notice the principal or the
19 surety shall perform or cause the required work to be performed by commencing and
20 diligently prosecuting the work to its completion. If either or both of them fail
21 to commence such work within thirty (30) days, or having so commenced the work,
22 fail, neglect or refuse to proceed diligently to complete the same within the time
23 so specified in the notice, then the Town may enter the premises and do the work,
24 and the cost and expense of doing the work so specified shall be the obligation of
25 the principal and the surety, and shall be a part of the terms of the performance
26 bond in consideration of the issuance of the grading permit.

27 2. If a cash bond has been posted, notice of default as provided by
28 subdivision 1 of this subsection is given to the depositor, and if the depositor

1 fails to cause the required work to be resumed as set forth in the notice within
2 thirty (30) days after receipt thereof, the Town Engineer shall proceed without
3 delay and without further notice or proceedings whatsoever to use the cash
4 deposited, or any portion thereof, and cause the required work to be completed by
5 such mode as he deems convenient. The balance of such cash deposit, if any, shall,
6 upon the completion of the work, be returned to the depositor or his successor or
7 assigns after deducting ten percent (10%) thereof.

8 3. If an instrument of credit is used to guarantee performance, notice of
9 default shall be given, as provided in subdivision 1 of this subsection to the
10 principal and to the financial institution issuing the instrument of credit, and if
11 the principal fails to cause the required work to be resumed as set forth in the
12 notice within thirty (30) days after receipt thereof, the Town Engineer shall make
13 a demand upon the financial institution for the payment of the estimated costs from
14 the trust fund held by the financial institution pursuant to the agreement. Upon
15 receipt of said sum, the Town Engineer shall proceed without delay and without
16 further notice or proceedings whatsoever to use the sum, or any portion thereof,
17 and cause the required work to be completed by such mode as he deems convenient.
18 The balance of such sum, if any, shall, upon the completion of the work, be
19 returned to the financial institution, its successors or assigns, after deducting
20 ten percent (10%) thereof; but if the financial institution fails or refuses to pay
21 over said sum, then the Town Engineer shall proceed as in subdivision 1 of this
22 subsection and shall look to said institution for the costs and expenses of the
23 work, and the contractual liability of such institution therefore shall be a term
24 or condition of its agreement.

25 **15.02.320 Section J105.3 is added to read as follows:**

26 Section J105.3 Inspections. The owner or his agent shall notify the Town Engineer
27 twenty-four (24) hours in advance of the time when the grading operation is ready
28 for each of the following inspections:

1 1. Initial inspection. When the permittee is ready to begin work, but
2 before any grading or brushing is started;

3 2. Toe Inspection. After the natural ground is exposed and prepared to
4 receive fill, but prior to the placement of any fill;

5 3. Excavation Inspection. After the excavation is started, but before the
6 vertical depth of the excavation exceeds ten (10) feet;

7 4. Fill Inspection. After the fill emplacement is started, but before the
8 vertical height of the lifts exceeds ten (10) feet;

9 5. Drainage Device Inspection. After forms, pipe and wire mesh are in
10 place, but before any concrete is placed;

11 6. Final Inspection. When all work, including installation of all
12 drainage structures, other protective devices, irrigation systems, planting and
13 slope stabilization has been completed as per the approved grading plan and
14 required reports have been submitted;

15 7. Other Inspection. In addition to the called inspections above, the
16 Town Engineer may make periodic inspections of the grading operations to ascertain
17 compliance with the provisions of this chapter.

18 **15.02.330 Section J106.3 2 is added to read as follows:**

19 Section J106.3 2 Rounding of cut slopes. All cut slopes shall be rounded into the
20 existing terrain to produce a contoured transition from cut face to natural ground
21 where conditions permit.

22 **15.02.340 Section J106.4 3 is added to read as follows:**

23 Section J106.4 3 Private Road Construction. All private road construction shall
24 conform to the requirements of Section J106.4.1.

25 **15.02.350 Section J106.4 3.1 is added to read as follows:**

26 Section J106.4 3.1 Private Road Construction. (1) All private road construction
27 involving grading shall be done under permit pursuant to the provisions of this
28

1 section and shall be subject to the requirements stated in the Town of Paradise
2 Resolution titled, "Public and Private Road Standards of the Town of Paradise."

3 **15.02.360 Section J107.7 is added to read as follows:**

4 Section J107.7 Rounding of Fill Slopes. All fill slopes shall be rounded into the
5 existing terrain to produce a contoured transition from fill face to natural ground
6 where conditions permit.

7 **15.02.370 Section J109.5 is added to read as follows:**

8 Section J109.5 Overflow Protection. Berms, swales or other devices shall be
9 provided at the top of cut or fill slopes to prevent surface waters from
10 overflowing onto and damaging the face of the slope. Gutters or other special
11 drainage controls shall be provided where the proximity of runoff from buildings or
12 other structures is such as to pose a potential hazard to slope integrity.

13 **15.02.380 Section J110.3 is added to read as follows:**

14 Section J110.3 Disturbed Surfaces. All disturbed surfaces resulting from grading
15 operations shall be prepared and maintained to control erosion. This control may
16 consists of effective planting such as rye grass, barley or some other fast
17 germinating seed. The Town Engineer may require watering of planted areas to
18 assure growth. Dust from grading operations must be controlled. The owner or
19 contractor may be required to keep adequate equipment on the grading site to
20 prevent dust problems.

21 **15.02.390 Section J110.4 is added to read as follows:**

22 Section J110.4 Storm Damage Precautions.

23 1. The period between the first day of October and the following fifteenth
24 day of April is found and determined to be the period in which heavy rainfall
25 normally occurs in the Town. During this period, no grading work in excess of two
26 hundred fifty (250) cubic yards may be commenced on any single grading site if the
27 Town Engineer determines by inspection that such work will endanger the public
28 health or safety.

1 15.03.080 100 Chapter 9, Section R902.1, Roof Covering Material, Amended

2 ~~15.03.090 Appendix K, Section AK101.1, General Wall and Floor Assemblies, Amended~~

3
4 Section 15.03.010 2013 2016 California Residential Code Title 24, Part 2.5, is
5 adopted as follows:

6 The 2010 2016 California Residential Code, Title 24, Part 2.5 including Appendix
7 "G", "H" and "K" known as the California Residential Code, as published and adopted
8 by the California Building Standards Commission, including the Town's amendments
9 and additions, is hereby adopted by reference and incorporated herein as if fully
10 set forth.

11 Section 15.03.020, Chapter 1, Division II, Section R101.2, Scope, is amended to
12 read as follows:

13 The provisions of the California Residential Code shall apply to the construction,
14 alteration, movement, enlargement, replacement, repair, equipment, use and
15 occupancy, location, removal, and demolition of detached one and two family
16 dwellings and town houses not more than three stories above grade plane in height
17 with a separate means of egress and their accessory structures.

18 Section 15.03.030, Chapter 1, Division II, Section R102.1, General, is amended to
19 read as follows:

20 Where there is a conflict between a general requirement and a specific requirement,
21 the specific requirement shall be applicable. Where in any specific case,
22 different sections of the code specify different materials, methods of construction
23 or other requirements the most restrictive shall govern. Where in any specific
24 case, the California Residential Code does not have a provision that is included in
25 the California Residential Code that would be applicable due to the type or method
26 of construction the California Building Code provisions will apply.

27 Section 15.02.035, Chapter 1, Division II, Section R105.2, Work Exempt from
28 Permits, is added to read as follows:

1 14. Approved prefabricated carports which are entirely open on two or more sides,
2 do not exceed 480 square feet in footprint, are installed in accordance with the
3 manufacturer's instructions, and are located in compliance with applicable building
4 or structure setbacks but not upon property located within the Town adopted
5 Paradise Redevelopment Project area or a Paradise General Plan Scenic Highway
6 Corridor.

7 15. Floor sheathing, decking and exterior siding repair - limited to 100 square
8 feet of floor sheathing or siding and less than 100 linear board feet of decking.

9 16. Replacement, repair or overlay of less than 10% not to exceed 100 square feet
10 of an existing roof within any 12-month period, all repairs shall be Class A only.

11 **Section 15.03.040, Chapter 1, Division II, Section R105.3.2, Time Limitation of**
12 **Application, is amended to read as follows:**

13 An application for a permit for any proposed work shall expire one (1) year after
14 the date of filing, unless the permit has been issued.

15 **Section 15.03.050 Chapter 1, Division II, Section R108.5, Refunds, is amended to**
16 **read as follows:**

17 The Building Official may authorize refunding of a fee paid hereunder which was
18 erroneously paid or collected. The Building Official may authorize refunding of
19 not more than 80 percent of the permit or plan review fee paid when no work or plan
20 examination has been done under an application or permit issued in accordance with
21 this code, provided a written refund application is filed by the original permittee
22 prior to the expiration of the permit.

23 **Section 15.03.060 Chapter 1, Division II, Section R108.6, Work Commencing Before**
24 **Permit Issuance, is amended to read as follows:**

25 Any person who commences any work on a building, structure, electrical, gas,
26 mechanical, or plumbing system before first obtaining the necessary permits shall
27 be subject to a penalty equal to the permit fee to be paid in addition to the
28

1 permit fee when obtaining the building. All fees must be paid prior to release of
2 the permit.

3 **Section 15.03.070 Chapter 2, Section 202, Definitions, added:**

4 New Construction: For the purposes of enforcing the provisions of the California
5 Fire Code, California Building Code, and the California Residential Building Code,
6 any work, addition to, remodel, repair, renovation, or alteration of any
7 building(s) or structure(s) shall be considered "New Construction" when 50 percent
8 or more of the exterior weight bearing walls are removed or demolished.

9 **Section 15.03.070 080 Chapter 3, Section R313.2, One and Two Family Dwellings**

10 **Automatic Fire Sprinkler Systems, is amended to read as follows:**

11 An automatic residential fire sprinkler system meeting the requirements of NFPA 13D
12 or 13R and Title 24, Part Two, California Building Code, Chapter 9 shall be
13 installed in all new Residential occupancies.

14 Exception: An automatic residential fire sprinkler system shall not be
15 required for additions or alterations to existing building that are not already
16 equipped with an automatic residential fire sprinkler system. Any detached
17 Residential occupancy building accessory to a single or two family building
18 intended for intermittent use and less than 640 square feet will not require a
19 residential fire sprinkler system.

20 **Section 15.03.090 Chapter 3, Section R313.2.2 Alarms, added:**

21 One exterior approved audible sprinkler water flow alarm device shall be connected
22 to every automatic fire sprinkler system in an approved location. Such device shall
23 be activated by water flow equivalent to the flow of a single sprinkler of the
24 smallest orifice size installed in the system.

25 **Section 15.03.080 100 Chapter 9, Section 902.1, Roofing Covering Material, is**
26 **amended to read as follows:**

27 All roofing materials shall be installed in accordance with the manufacturer's
28 installation instructions. The entire roof covering of every new structure shall

1 be a minimum Class "A" roof covering. Any roof covering material applied in the
2 alteration, repair or replacement of the roof of the existing structure shall be a
3 minimum of a Class "A" roof covering. The entire roof covering of every existing
4 structure where more than 50 percent of the total roof area is replaced within a
5 one year period shall be a minimum of a Class "A" roof covering. The owner of any
6 structure regulated by this code shall comply with the provisions of this section
7 relating to roofing materials. ~~Roof coverings on all structures within the Town of~~
8 ~~Paradise shall be a Class "A" roof covering no later than January 1, 2015.~~

9 ~~**Section 15.03.090 Appendix K, Section AK 101.1, General, Amended as follows:**~~

10 ~~Wall and floor-ceiling assemblies separating dwelling units including those~~
11 ~~separating town-house units shall comply with the California Building Code Title 24~~
12 ~~Part 2 Section 1207.~~

13
14 **Chapter 15.04**

15 ~~2013~~ 2016 California Electrical Code (Title 24, Part 3) Based upon the ~~2011~~ 2014

16 National Electrical Code (NFPA)

17
18 **Sections**

19 **15.04.010 Adoption**

20 **Section 15.04.010** ~~2013~~ 2016 California Electrical Code, Title 24, Part 3, is
21 **adopted as follows:**

22 The ~~2013~~ 2016 California Building Standards Code, Title 24, Part 3, California
23 Electrical Code, including the informative Appendices A, B, C, D, F, G, as
24 published and adopted by the California Building Standards Commission, is adopted
25 by reference and incorporated herein as if fully set forth in this chapter.

26
27 **Chapter 15.05**

1 **Sections**

2 **15.07.010 Adoption**

3 **Section 15.07.010 ~~2010~~ 2016 California Energy Code (Title 24, Part 6), is adopted**
4 **as follows:**

5 The ~~2013~~ 2016 California Building Standards Code, Title 24, Part 6, California
6 Energy Code, including Appendix "1-A" as published and adopted by the California
7 Building Standards Commission is adopted by reference and incorporated herein as if
8 fully set forth in this chapter.

9
10 **Chapter 15.08**

11 **~~2013~~ 2016 California Historical Building Code (Title 24, Part 8)**

12
13 **Sections**

14 **15.08.010 Adoption**

15 **Section 15.08.010 ~~2013~~ 2016 California Historical Building Code (Title 24, Part 8),**
16 **is adopted as follows:**

17 The ~~2013~~ 2016 California Building Standards Code, Title 24, Part 8, California
18 Historical Building Code, including Appendix A as published and adopted by the
19 California Building Standards Commission is adopted by reference and incorporated
20 herein as if fully set forth in this chapter.

21
22 **Chapter 15.09**

23 **~~2013~~ 2016 California Fire Code (Title 24, Part 9)**

24
25 **Sections**

26 **15.09.010 Adoption**

27 **15.09.020 Chapter 1, Division II, Section 103, Dept. of Fire Prevention, Amended**

- 1 15.09.030 Chapter 1, Division II, Section 105.2.3, Time Limitation of
2 Application, Amended
- 3 15.09.040 Chapter 1, Division II, Section 105.6.29 Miscellaneous Combustible
4 Storage, Amended
- 5 15.09.050 Chapter 1, Division II, Section 109.4 Violation Penalties, Amended
- 6 15.09.060 Chapter 1, Division II, Section 111.4 Failure to Comply, Amended
- 7 15.09.070 Chapter 1, Division II, Section 113.3 Work commencing before permit
8 issuance.
- 9 15.09.080 Chapter 1, Division II, Section 113.5 Refunds, Amended
- 10 15.09.090 Chapter 2, Definitions, Added
- 11 15.09.100 Chapter 3, Section 307.1, General Open Burning, Added
- 12 15.09.110 Chapter 3, Section 308.6.3 Sky Lantern or similar devices, Added
- 13 ~~15.09.120 Chapter 5, Section 502.1, Definitions, Amended~~
- 14 15.09.120 Chapter 5, Section 503.2.1 Dimensions, Amended
- 15 15.09.130 Chapter 5, Section 503.2.3, Surface, Amended
- 16 15.09.140 Chapter 5, Section 503.4.1 Roadway Design Features, Added
- 17 15.09.150 Chapter 5, Section 503.6 Gates, Amended
- 18 15.09.160 Chapter 5, Section 505.3, Map/Directory, Added
- 19 15.09.170 Chapter 5, Section 507.1.2, Required Water Supply, Added
- 20 15.09.180 Chapter 5, Section 510.6.1 Testing and proof of compliance, Amended
- 21 15.09.190 Chapter 9, Section 901.4.2, Non-required Fire Protection Systems,
22 Amended
- 23 15.09.200 Chapter 23, Section 2306.2.3, Aboveground Storage Tanks, Amended
- 24 15.09.210 Chapter 56, Fireworks, Deleted and Referred
- 25 15.09.220 Appendix B, Section B105.2 Exception 1.Reduced Fire Flow, Amended
- 26 15.09.230 Appendix C, Table C105.1, Distribution of Fire Hydrants, Amended
- 27 15.09.240 Appendix D, Table D103.4, Dead End Access, Amended
- 28

1 **Section 15.09.010 2010 2016 California Fire Code (Title 24, Part 9), is adopted as**
2 **follows:**

3 The ~~2013~~ 2016 California Building Standards Code, Title 24, Part 9, including
4 Appendix Chapters 4, "B", "BB", "C", "CC", "D", "E", "F", "G", "H", "I", "K" and
5 "N" known as the California Fire Code, as published and adopted by the California
6 Building Standards Commission, including the Town's amendments and additions, is
7 hereby adopted by reference and incorporated herein as if fully set forth.

8 **Section 15.09.020 Chapter 1, Division II, Section 103, Dept. of Fire Prevention, is**
9 **amended to read as follows:**

10 The California Fire Code shall be enforced by the Fire Prevention Bureau within the
11 Town of Paradise which is hereby established and which shall be operated under the
12 direction of the Fire Chief of the Fire Department. The Fire Chief of the Fire
13 Department may detail to the fire prevention bureau such members of the Fire
14 Department as may from time to time be necessary. The Fire Chief of the Fire
15 Department shall review, authorize, or require technical experts as may be
16 necessary in order to ensure that life and property protection requirements have
17 met the requirements of this and all other Title 24 codes and standards.

18 Sections 103.1; 103.2; and 103.3 are hereby deleted in their entirety.

19 **Section 15.09.030 Chapter 1, Division II, Section 105.2.3, Time Limitation of**
20 **Application, is amended to read as follows:**

21 An application for a permit for any proposed work shall expire one (1) year after
22 the date of filing, unless the permit has been issued.

23 **Section 15.09.040 Chapter 1, Division II, Section 106.6.29, Miscellaneous**
24 **Combustible Storage, is amended to read as follows:**

25 An operational permit is required to store in any building or upon any premises in
26 excess of 2,500 cubic feet gross volume of combustible empty packing cases, boxes,
27 barrels or similar containers, rubber tires, rubber, cork, firewood (retail or
28 storage) or similar combustible material.

1 **Section 15.09.050 Chapter 1, Division II, Section 109.3, Violation Penalties, is**
2 **amended to read as follows:**

3 Persons who shall violate a provision of this code or shall fail to comply with any
4 of the requirements thereof or shall erect, install, alter, repair or do work in
5 violation of the approved construction documents or directive of the fire code
6 official, or of a permit or certificate issued under the provisions of this code,
7 shall be subject to penalties as set forth in section 15.02.210. Each day that a
8 violation continues after due notice has been served shall be deemed a separate
9 offense.

10 **Section 15.09.060 Chapter 1, Division II, Section 111.4, Failure to Comply, is**
11 **amended to read as follows:**

12 Any person who shall continue any work after having been served with a stop work
13 order, except such work as that person is directed to perform to remove a violation
14 or unsafe condition, shall be liable to a fine of not less than \$100 or more than
15 \$500.

16 **Section 15.09.070 Chapter 1, Division II, Section 113.3, Work commencing before**
17 **permit issuance, is amended to read as follows:**

18 Any person who commences any work, activity or operation regulated by this code
19 before obtaining the necessary permits shall be subject to an ~~additional~~
20 **investigation** fee that is equal to 50% of the original permit fee, which shall be
21 in addition to the required permit fees.

22 **Section 15.09.080 Chapter 1, Division II, Section 113.5, Refunds, is amended to**
23 **read as follows:**

24 The Fire Marshal may authorize refunding of a fee paid hereunder which was
25 erroneously paid or collected. The Fire Marshal may authorize refunding of not
26 more than 80 percent of the permit or plan review fee paid when no work or plan
27 examination has been done under an application or permit issued in accordance with
28

1 this code, provided a written refund application is filed by the original permittee
2 prior to the expiration of the permit.

3 **Section 15.09.090 Chapter 2, Section 202, Definitions, Sky Lantern, is added as**
4 **follows:**

5 SKY LANTERN: An unmanned device with a fuel source that incorporates an open flame
6 in order to make the device airborne.

7 New Construction: For the purposes of enforcing the provisions of the California
8 Fire Code, California Building Code, and the California Residential Building Code,
9 any work, addition to, remodel, repair, renovation, or alteration of any
10 building(s) or structure(s) shall be considered "New Construction" when 50 percent
11 or more of the exterior weight bearing walls are removed or demolished.

12 **Section 15.09.100 Chapter 3, Section 307.1, General Open Burning, is amended to**
13 **read as follows:**

14 Burn permits are required for all outdoor burning within the Town of Paradise
15 limits with the exception of barbeque equipment used for the preparation of food
16 and outdoor fireplaces or warming devices used in accordance with the manufacturers
17 specifications, approved screening not to exceed 3/8 inch opening and in a safe
18 manner.

19 Residential Burn Permits: Permits shall be issued annually, March 1st through May
20 31, and for one month in the fall and or as determined by the Fire Chief and a fee
21 in accordance with the Master Fee schedule of the Town of Paradise shall be
22 charged. Permits shall only be valid for the address, and name of the individual
23 cited on the permit. Permits shall not be transferable to other addresses or
24 individuals. Permits may be issued to persons to perform maintenance on
25 residential property, providing the owner of the residential property has given
26 their written consent and that is produced and verified as to the owner of record.
27 The owner shall be responsible for the cost of a Fire Department response caused by
28 the maintenance person as a result of an escape burn in violation of the rules of

1 the burn permit on behalf of the maintenance person. Residential burn permits
2 shall be issued for parcels containing one and two family residence, for which an
3 address has been issued by the Town of Paradise, and only for the purpose of
4 maintenance of vegetation growth on the parcel. Garbage, rubbish, demolition,
5 construction debris, lumber, painted or treated lumber, plywood, particle board,
6 petroleum waste, tires, plastics, cloth or other similar smoke producing materials
7 are strictly prohibited from being burned. All requirements provided for on the
8 burn permit must be followed at all times. Residents shall burn only on those days
9 specified in the permit for either the East or West Side of the Town. Burn bans
10 shall be strictly adhered to. Failure to follow the burn ban restrictions may
11 result in the requirements of Section 109.3 as amended to apply and any emergency
12 response cost recovery.

13 Land Clearing Permits: Land clearing permits are issued on an annual basis to
14 coincide with the time when open, outdoor burning is permitted, March 1st through
15 May 31, and for one month in the fall and or as determined by the Fire Chief. Land
16 clearing permits expire when seasonal burn bans go into effect in the late spring
17 of each year and shall be null and void. Persons burning on the property for which
18 a permit is issued shall be responsible for following all of the requirements of
19 that permit until the permit has expired or is revoked. The Fire Department may
20 revoke the permit at any time due to unsafe conditions, practices, or violations of
21 the permit. Burning of wood waste from trees, vines, or bushes on property being
22 developed for commercial or residential purposes, may be disposed of by open
23 outdoor fires on the property where it was grown, pursuant to the provisions of
24 section 41802-41805 of the California Health and Safety Code and in compliance with
25 the conditions of Butte County Air Quality Management District Rule 300, and
26 authorized by the Town of Paradise Fire Department. Permits are required by both
27 agencies prior to burning. All burning times must be strictly adhered to otherwise
28 it may require another method of disposal. The land clearing burn site must be

1 determined and inspected prior to releasing the permit by the Paradise Fire
2 Department. This site must be the only site authorized to burn once the permit is
3 issued. Any changes in site location will require additional inspections and fees.
4 The owner shall be responsible for the cost of a Fire Department response caused by
5 the maintenance person as a result of an escape burn in violation of the rules of
6 the burn permit on behalf of the maintenance person. Garbage, rubbish, demolition,
7 construction debris, lumber, painted or treated lumber, plywood, particle board,
8 petroleum waste, tires, plastics, cloth or other similar smoke producing materials
9 are strictly prohibited from being burned.

10 Fuel Reduction Permits: Fuel reduction permits are issued for parcels 2/3 acre or
11 larger on an annual basis to coincide with the non-fire season when open, outdoor
12 burning is permitted, March 1st through May 31, and for one month in the fall and or
13 as determined by the Fire Chief. Fuel reduction permits expire when the seasonal
14 burn ban goes into effect in the late spring of each year. Persons burning on the
15 property for which the permit is issued shall be responsible for following all of
16 the requirements of that permit as indicated until the permit expires or is
17 revoked. The Fire Department may revoke the permit at any time due to unsafe
18 burning conditions, practices, or violations of the permit. Burning of wood waste
19 from trees, vines, or bushes on existing improved property, may be disposed of by
20 open outdoor fires on the property where it was grown, pursuant to the provisions
21 of section 41802-41805 of the California Health and Safety Code and in compliance
22 with the conditions of Butte County Air Quality Management District Rule 300, and
23 authorized by the Town of Paradise Fire Department. All burning times must be
24 strictly adhered to otherwise it may require another method of disposal. The fuel
25 reduction burn site must be determined and inspected prior to releasing the permit
26 by the Paradise Fire Department. This site must be the only site authorized to
27 burn once the permit is issued. Any changes in site location will require
28 additional inspections and fees. The owner shall be responsible for the cost of a

1 Fire Department response caused by the maintenance person as a result of an escape
2 burn in violation of the rules of the burn permit on behalf of the maintenance
3 person. Garbage, rubbish, demolition, construction debris, lumber, painted or
4 treated lumber, plywood, particle board, petroleum waste, tires, plastics, cloth or
5 other similar smoke producing materials are strictly prohibited from being burned.

6
7 Campfires/Bon Fires/Recreational Fires and Special Event Fires: Permits are
8 required for these activities and a permit fee will be charged in accordance with
9 the Master Fee schedule adopted by the Town Council. A minimum of 48 hours notice
10 is required for the inspection. Such activities shall be in strict conformance
11 with the requirements provided for on the permit and the requirements within
12 Section 307 of the California Fire Code. Permits are only issued March 1st through
13 May 31st of each year. Permits will not be issued after May 31st, unless they are
14 approved by the Fire Chief.

15 **Section 15.09.110 Chapter 3, Section 308.6.3, is added to read as follows:** Sky
16 Lanterns or similar devices. The ignition and/or launching of a Sky Lantern or
17 similar device is prohibited. **Exceptions:** Upon approval of the fire code official,
18 sky lanterns may be used as necessary for religious or cultural ceremonies
19 providing that adequate safeguards have been taken as approved by the fire code
20 official. Sky Lanterns must be tethered in a safe manner to prevent them from
21 leaving the area and must be constantly attended until extinguished.

22 ~~**Section 15.09.120 Chapter 5, Section 502.1 Definitions, is amended to read as**~~
23 ~~**follows:**~~

24 ~~Fire Apparatus Access Roads: Shall be a road that provides fire apparatus access~~
25 ~~from the fire station to a facility, building or portion thereof. This is a~~
26 ~~general term inclusive of all other terms such as fire lane, public street, private~~
27 ~~street, parking lot, driveway, and lane or access roadway.~~

1 **Section 15.09.120 Chapter 5, Section 503.2.1 Dimensions,** is amended to read as
2 follows: Fire apparatus access roads shall have an unobstructed width of not less
3 than 20 feet, exclusive of shoulders, except for approved security gates in
4 accordance with Section 503.6, and an unobstructed vertical clearance of not less
5 than 13 feet 6 inches. Exception: Residential driveways shall comply with Town of
6 Paradise Road Standards.

7 **Section 15.09.130 Chapter 5, Section 503.2.3, Surface,** is amended to read as
8 follows:

9 Fire apparatus access roads shall be designed and maintained to support the imposed
10 load of fire apparatus at 75,000 pounds and shall be surfaced so as to provide all-
11 weather driving capabilities.

12 **Section 15.09.140 Chapter 5, Section 503.4.1, Roadway Design Features,** is added to
13 read as follows:

14 Roadway design features (speed bumps, speed humps, speed control dips, etc.) which
15 may interfere with emergency apparatus responses shall not be installed on fire
16 apparatus access roadways.

17 **Section 15.09.150 Chapter 5, Section 503.6, Gates,** is amended to read as follows:

18 The installation of security gates across a fire apparatus access road shall be
19 approved by the Fire Marshal. Where security gates are installed, they shall have
20 an approved means of emergency operation. The emergency gates and emergency
21 operation shall be maintained operational at all times. Electric gate operators
22 are required when serving five or more residential lots, Assembly occupancies,
23 Hazardous occupancies, Institutional occupancies, and Storage occupancies and shall
24 be listed in accordance with UL 325. Gates intended for automatic operation shall
25 be designed, constructed and installed to comply with the requirements of ASTM F-
26 2200. Access keypads shall be provided that are coded with the fire department
27 emergency access code as specified. Plans and specifications shall be submitted
28 for review and approval by the Fire Prevention Bureau prior to installation.

1 **Section 15.09.160 Chapter 5, Section 505.3, Map/Directory, is added to read as**
2 **follows:**

3 A lighted directory map, meeting current Fire Department standards, shall be
4 installed at each driveway entrance to a multiple unit residential project and
5 mobile home parks, where the number of units in such projects exceeds 15.

6 **Section 15.09.170 Chapter 5, Section 507.1.2, Required Water Supply, is added to**
7 **read as follows:**

8 ~~Residential one and two family dwellings~~ Group R Division 3 Occupancies
9 (Residential one and two family dwellings, mobile homes, manufactured housing, or
10 modular home) shall comply with the fire flow requirements of Appendix "B". Fire
11 Flow may be reduced to 750 GPM at 20 PSI for two hours when the unit is fully
12 protected in accordance with NFPA 13D and there are no exposures of other buildings
13 within twenty (20) feet of each other; otherwise the minimum required water supply
14 capability will be in accordance with Appendix "B". In no case shall the water
15 supply capability be less than 1000 GPM at 20 PSI for two hours within the
16 requirements found in Appendix "B".

17 The required water supply for a detached "U" occupancy accessory to a Residential
18 one and two family dwelling is not required to meet the water supply requirements
19 of Appendix "B" if the "U" occupancy is less than 1500 square feet and separated
20 from the dwelling unit by a minimum of 20 feet. If both requirements cannot be met
21 then the requirements of Appendix "B" will apply.

22 **Section 15.09.180 Chapter 5, Section 510.6.1 Testing and proof of compliance, is**
23 **added to read as follows:**

24 5. At the conclusion of the testing, a report, which shall verify compliance with
25 Section 510.5.4, shall be submitted to the fire code official. In addition, one
26 complete copy of the report shall be posted in the building, on the wall
27 immediately adjacent to the Fire Alarm Control Panel.

1 **Section 15.09.190 Chapter 9, Section 901.4.2, Non-required Fire Protection Systems,**
2 **is amended to read as follows:**

3 Any fire protection system not required by this code or the California Building
4 Code shall be allowed to be furnished for complete protection only provided such
5 installed system meets the requirements of this code and the California Building
6 Code.

7 **Section 15.09.200 Chapter 22, Section 2306.2.3, Aboveground Storage Tanks, is**
8 **amended to read as follows:**

9 The storage of class I, II, and III liquids in aboveground tanks outside of
10 buildings is prohibited in all areas of the Town except in areas zoned as
11 Industrial Services (I.S.).

12 Exception: The installation of approved listed above ground storage tanks
13 shall be allowed in areas zoned for commercial purposes. Such tanks shall meet
14 with State and County Environmental codes, and the California Fire and Building
15 Code requirements. Aggregate quantities and type(s) of liquid(s) to be stored
16 shall not exceed 2,000 gallons. Tanks shall be located outside of buildings and in
17 accordance with the requirements of the California Fire and Building Codes. On
18 those rare occasions when there may be need for additional tank capacity beyond the
19 2,000 gallons, the applicant can submit a written request to the Fire Marshal. The
20 Fire Marshal, after evaluating the circumstances, shall have the authority to
21 modify the conditions to the installation of such tanks. Above ground storage
22 tanks used only for heating fuels to heating appliances in areas zoned residential
23 shall meet the requirements of the California Fire Code and the Town of Paradise
24 Administrative policy but in no case shall tanks exceed 250 gallons.

25 **Section 15.09.210 Chapter 56, Fireworks, is deleted, is amended and referred as**
26 **follows:**

27 Refer to Paradise Municipal Code Title 8 Chapter 8.44 for prohibition on fireworks.
28

1 The storage of explosives and blasting agents is prohibited within the limits of
2 the Town of Paradise, except for temporary storage between the hours of 6:00 a.m.
3 and 6:00 p.m. for use in connection with blasting operations approved by the Fire
4 Marshal. This prohibition shall not apply to stock of small arms ammunition and
5 supplies for retail or approved manufacturing facilities as outlined under the
6 California Fire Code.

7 **Section 15.09.220 Appendix B, Section B105.2 Exception 1, Reduced Fire Flow, is**
8 **amended to read as follows:**

9 A reduction in required fire flow of 50 percent is allowed when the building is
10 provided with an approved automatic sprinkler system installed in accordance with
11 section 903.1.1 or 903.3.1.2. The resulting fire flow shall not be less than 1,500
12 GPM at 20 PSI for prescribed hours provided for in Table B105.1.

13 **Section 15.09.230 Appendix C, Table C105.1 Footnote "f", Distribution of Fire**
14 **Hydrants, is added to read as follows:**

15 Buildings or structures fully protected by an automatic fire sprinkler system and
16 classified as a single-two-family dwelling or a "U" occupancy in accordance with
17 the California Building Code shall provide a fire hydrant within 750 feet of the
18 building or structure by an approved path of travel. All other occupancies must
19 meet the requirements provided for in this table.

20 **Section 15.09.240 Appendix D, Table D103.4, Requirements for Dead-End Access, is**
21 **amended to read as follows:**

22 Table D103.4, Requirements for Dead End Access and Turn Around requirements shall
23 be used as a guide only. The Town of Paradise Fire Department Administrative
24 Policy for turn-around requirements shall be complied with as though set forth in
25 this amendment.

Chapter 15.10

~~2013~~ 2016 California Existing Building Code (Title 24, Part 10)

Sections

15.10.010 Adoption

Section 15.10.010 ~~2013~~ 2016 California Existing Building Code (Title 24, Part 10), is adopted as follows:

The ~~2013~~ 2016 California Building Standards Code, Title 24, Part 10, California Existing Building Code, as published and adopted by the California Building Standards Commission is adopted by reference and incorporated herein as if fully set forth in this chapter.

Chapter 15.11

~~2013~~ 2016 California Green Building Standards Code (Title 24, Part 11)

Sections

15.11.010 Adoption

Section 15.11.010 ~~2013~~ 2016 California Green Building Standards Code (Title 24, Part 11), is adopted as follows:

The ~~2013~~ 2016 California Building Standards Code, Title 24, Part 11, California Green Building Standards Code, including Appendices A4 and A5 as published and adopted by the California Building Standards Commission is adopted by reference and incorporated herein as if fully set forth in this chapter.

Chapter 15.12

~~2013~~ 2016 California Administrative Code (Title 24, Part 1)

Sections

15.12.010 Adoption

Section 15.12.010 ~~2013~~ 2016 California Administrative Code (Title 24, Part 1), is adopted as follows:

The ~~2013~~ 2016 California Building Standards Code, Title 24, Part 1, California Administrative Code, as published and adopted by the California Building Standards Commission is adopted by reference and incorporated herein as if fully set forth in this chapter.

Chapter 15.13

~~2013~~ 2016 California Referenced Standards Code (Title 24, Part 12)

Sections

15.13.010 Adoption

Section 15.13.010 ~~2013~~ 2016 California Referenced Standards Code (Title 24, Part 12), is adopted as follows:

The ~~2013~~ 2016 California Building Standards Code, Title 24, Part 12, California Referenced Standards Code, as published and adopted by the California Building Standards Commission is adopted by reference and incorporated herein as if fully set forth in this chapter.

1 **SECTION 3.** This Ordinance shall take effect on January 1, 2014 2017. Before the
2 expiration of fifteen (15) days after its passage, this Ordinance or a summary of
3 it shall be published in a newspaper of general circulation within the Town of
4 Paradise along with the names of the members of the Town Council of Paradise voting
5 for and against the same.

6
7 **Passed and adopted** by the Town Council of the Town of Paradise, County of Butte,
8 State of California, on this ____ Day of _____ 2016 by the following
9 vote:

10 AYES:

11 NOES:

12 ABSENT:

13 NOT VOTING:

14
15
16 _____
Jody Jones, MAYOR

17 ATTEST:

18
19 _____
Dina Volenski, CMC, ACTING TOWN CLERK

DATE: _____

20
21 APPROVED AS TO FORM:

22
23 _____
DWIGHT L. MOORE, TOWN ATTORNEY

EXHIBIT "A" FACTS & FINDING CORRELATION

PARADISE MUNICIPAL CODE SECTION	CALIFORNIA CODE	CODE SECTION AMENDED	SHORT TITLE	REFERENCED FACT/FINDING (Page 3-5)
15.02.010	CBC		Adoption	Health & Safety Code 17958.5
15.02.020	CBC	101.4	Referenced Codes	Health & Safety Code 17958.5
15.02.030	CBC	101.4.1	Gas - Plumbing Code	Administrative
15.02.040	CBC	101.4.2	Mechanical Code Reference to California	Administrative
15.02.050	CBC	101.4.3	Plumbing Code Reference to California	Administrative
15.02.055	CBC	101.4.4	Property Maintenance	Deleted
15.02.060	CBC	101.4.5	Fire Prevention	Administrative
15.02.070	CBC	103	Department of Building & Safety	Deleted
15.02.080	CBC	105.2	Work Exempt from Permits	Administrative
15.02.090	CBC	105.3.2	Time Limitation of Application	Administrative
15.02.100	CBC	105.5	Expiration	Administrative
15.02.110	CBC	105.8	Transferability	Administrative
15.02.120	CBC	107.5	Retention of Construction Documents	Administrative
15.02.130	CBC	107.6	Expiration of Plan	Administrative

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				Review	
15.02.140	CBC	109.2		Schedule of Permit Fees	Administrative
15.02.150	CBC	109.4		Commencing Work/Permit	Administrative
15.02.160	CBC	109.6		Refunds	Administrative
15.02.170	CBC	110.3.9.1		Special Inspectors	Administrative
15.02.180	CBC	110.4		Inspection Agencies	Administrative
15.02.190	CBC	111.1		Use and Occupancy	Administrative
15.02.200	CBC	112.3		Disconnect Service	Administrative
				Utilities	
15.02.210	CBC	114.4		Violation Penalties	Administrative
15.02.220	CBC	202		Definitions	Administrative
15.02.230	CBC	1505.1.3		Roof Coverings	1A, 2A, 2B, 2C
15.02.240	CBC	1603.1.3		Roof Snow Loads	1A, 2A
15.02.250	CBC	J101.1		Scope	Administrative
15.02.260	CBC	J101.3		Purpose	Administrative
15.02.270	CBC	J101.4		Hazards	Administrative
15.02.280	CBC	J102		Definitions	Administrative
15.02.290	CBC	J103		Permits Required	Administrative
15.02.300	CBC	J104.2		Site Plan Requirements	Administrative
15.02.310	CBC	J104.5		Bonds	Administrative
15.02.320	CBC	J105.3		Inspections	Administrative
15.02.330	CBC	J106.3 2		Rounding of cut slopes	1A, 2A, 2B, 2D, 2E
15.02.340	CBC	J106.4 3		Private road construction	1A, 2A, 2B, 2D, 2E
15.02.350	CBC	J106.4 3.1		Private road construction	1A, 2A, 2B, 2D, 2E

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15.02.360	CBC	J107.7	Rounding of fill slopes	1A, 2A, 2B, 2D,
15.02.370	CBC	J109.5	Overflow protection	1A, 2A, 2B, 2D, 2E
15.02.380	CBC	J110.3	Disturbed surfaces	1A, 2A, 2B, 2D, 2E
15.02.390	CBC	J110.4	Storm damage precautions	1A, 2A, 2B, 2D, 2E
15.03.010	CRC		Adoption	Health & Safety Code 17958.5
15.03.020	CRC	R101.2	Scope	Administrative
15.03.030	CRC	R102.1	General	Administrative
15.03.040	CRC	R105.3.2	Time Limitation for Application	Administrative
15.03.050	CRC	R108.5	Refunds	Administrative
15.03.060	CRC	R108.6	Commencing Work Before Permit	Administrative
15.03.070	CRC	R202	Definitions	Administrative
15.03.070 080	CRC	R313.2	Automatic Fire Sprinklers	1A, 2A, 2B, 2D
15.03.090	CRC	R313.2.2	Alarms	1A, 2C, 2D
15.03.080 100	CRC	R902.1	Roof Coverings	1A, 2A, 2B, 2C
15.03.090	CRC	AK101.1	General Wall/Floor Ass.	2C
15.04.010	CEC		Adoption	Health & Safety Code 17958.5

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15.05.010	CMC		Adoption	Health & Safety Code 17958.5
15.06.010	CPC		Adoption	Health & Safety Code 17958.5
15.07.010	Ca. Energy Code		Adoption	Health & Safety Code 17958.5
15.08.010	Ca. Historical Code		Adoption	Health & Safety Code 17958.5
15.09.010	CFC		Adoption	Health & Safety Code 17958.5
15.09.020	CFC	103	Dept. of Fire Prevention	Administrative
15.09.030	CFC	105.2.3	Time Limitation of Application	Administrative
15.09.040	CFC	105.6.29	Miscellaneous Combustibles	2A, 2B, 2D,
15.09.050	CFC	109.3	Violation Penalties	Administrative
15.09.060	CFC	111.4	Failure to Comply	Administrative
15.09.070	CFC	113.3	Work Commencing	Administrative
15.09.080	CFC	113.5	Refunds	Administrative
15.09.090	CFC	202	Sky Lantern	Administrative
15.09.100	CFC	307.1	General Open Burning	1A, 2A, 2B, 2C,

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15.09.110	CFC	308.6.3	Sky Lantern	1A, 2A, 2B, 2C, 2D
15.09.120	CFC	502.1	Definitions	Administrative
15.09.120	CFC	503.2.1	Dimensions	1A, 2A, 2B, 2C, 2D, 2E
15.09.130	CFC	503.2.3	Surface-Access Roadways	1A, 2A, 2B, 2D, 2E
15.09.140	CFC	503.4.1	Roadway Design Features	1A, 2A, 2B, 2D, 2E
15.09.150	CFC	503.6	Gates	2D, 2E
15.09.160	CFC	505.3	Map/Directory	2D
15.09.170	CFC	507.1.2	Required Water Supply	1A, 2A, 2B, 2D
15.09.180	CFC	510.6.1	Testing and Proof	Administrative
15.09.190	CFC	901.4.2	Non-Required Fire Prot. System	2D
15.09.200	CFC	2206.2.3	Aboveground Storage Tanks	1A, 2A, 2B
15.09.210	CFC	Chapter 33	Fireworks	1A, 2A, 2B, 2C, 2D
15.09.220	CFC	B105.2 Exception 1	Reduced Fire Flow	1A, 2A, 2B, 2D
15.09.230	CFC	C105.1	Distribution of Fire Hydrants	1A, 2A, 2B, 2D
15.09.240	CFC	D103.4	Dead End Access	1A, 2A, 2B, 2D, 2E

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15.10.010	Ca. Existing Building Code		Adoption	Health & Safety Code 17958.5
15.11.010	Ca. Green Building Standards Code		Adoption	Health & Safety Code 17958.5
15.12.010	Ca. Administrati ve Code		Adoption	Health & Safety Code 17958.5
15.13.010	Ca. Ref. Stds.		Adoption	Health & Safety Code 17958.5



**Town of Paradise
Council Agenda Summary
Date: September 13, 2016**

Agenda Item: 6(e)

Originated by: Gina S. Will, Administrative Services Director/Town Treasurer
Approved by: Lauren Gill, Town Manager
Subject: 2015/16 and 2016/17 Operating and Capital Budget Status Update

Council Action Requested:

1. Approve a resolution approving job descriptions and revising the personnel structure for certain Town of Paradise positions for the fiscal year 2016-2017; and
2. Approve a resolution adopting the amended salary pay plan for Town of Paradise Employees for the fiscal year 2016-17; and
3. Approve employment agreement between the Town of Paradise and Shelley M. Hernandez for temporary finance services; and
4. Approve staff recommended budget adjustments for fiscal year 2016-17, or

Alternative:

1. Maintain positions as originally adopted June 20, 2016 for the 2016-17 budget and direct staff to replace officer and Onsite Official in their original capacities forgoing savings; and
2. Maintain the existing salary pay plan as originally adopted June 20, 2016 for the 2016-17 budget; and
3. Decline to approve temporary employment agreement and authorize overtime for the finance department in order to attempt to keep up on critical finance issues; and
4. Approve alternative budget adjustments for fiscal year 2016-17.

Background:

The 2015/16 operating and capital budgets were adopted June 29, 2015, currently about 99% of all related transactions have been recorded. Transactions will continue to be recorded as final invoices for products and services come in and as receipts for revenues earned continue to come in through September 2016.

The 2016-17 operating and capital budgets were recently adopted June 20, 2016. Currently about two months of transactions have been recorded. The General Fund was adopted with a \$34,496 deficit that Town Council has given direction to remain informed on the progress to cure. As of the last Council meeting the deficit was reduced to

\$16,635. In addition, the Gas Tax and Animal Control funds are being extraordinarily scrutinized as both funds are within a few years of unsustainable services from lack of appropriate revenues.

Discussion:

Position Control, Salary Pay Plan and Temporary Employment Agreement

With the recently announced resignations of two employees, the Town has an opportunity to carefully consider the best method of filling those vacancies. While the expertise of those individuals will be missed, there is an opportunity for some savings and potentially improved performance in those divisions with the recommended changes. In addition, at the time of budget adoption, the Town was still negotiating with one employee group. Staff recommends amending the salary pay plan to include the recommended personnel changes and settlement with all employee groups.

- One police officer has announced her resignation and will be leaving the police department soon. She was slated to move to a detective position later this fall. In light of the current Detective Sergeant's impending promotion to Lieutenant, the Town would have no current employee to serve as detective. Further, the department is still struggling to attract laterals or officers with experience to fill vacant positions do to the high demand statewide for experienced officers.

The Town has found a retired officer who is experienced as a detective. As a retiree, he is limited to working 960 hours a year. The Town proposes to use this expertise as a stop gap measure until another officer can be hired, trained and a more permanent solution can be realized. Staff has included this hourly/part time position on the salary pay plan to allow for the opportunity to move forward. A complete fiscal analysis will be brought forward when more variables are known. In the meantime, there is expected to be some savings with this proposal.

- The Onsite Sanitary Official has also resigned. He and his team have done an admirable job of administering the large onsite wastewater district within the Town with reduced staff. Staffing was cut back in this division at the time of the recession; however, the workload and number of septic systems to monitor remained the same creating a backlog.

As leadership of Building Safety and Wastewater is strong and development is increasing in the Town, the function needs employees to move projects through the process. Staff proposes the following changes which are reflected in the salary pay plan and job description revisions:

1. **Building/Onsite Sanitary Official** – 2.5% Increase
Add oversight of onsite division
2. **Assistant Onsite Sanitary Official** – 5% Increase
Primary technical advisor for onsite issues

3. **Building/Onsite Inspector or Senior Building/Onsite Inspector**
Propose to advertise for both positions and hire one depending (as reflected in salary pay plan) on applicant pool to assist with inspections.
4. **Environmental Technician**
Restore position to assist in maintaining wastewater district and eliminating backlog.



Staff recommends approving these proposed personnel changes and resulting budget adjustment which includes the addition of one full time equivalent employee and reduced costs of about \$18,478 for the 2016/17 fiscal year.

The Finance Supervisor retired August 24, 2016. As of the writing of this agenda summary, the replacement position of Senior Accountant has not been filled. The finance department having been reduced from five to three as a result of the recession, and with this vacancy now being reduced to two, is struggling to maintain services, prepare for the upcoming annual financial audit, and prepare and reconcile various grant submissions. Staff recommends hiring the Senior Accountant back on a short term as needed basis from now until December 31, 2016 in order to stabilize the department and not jeopardize future funding. CalPERS allows for the hire of a retired annuitant prior to the 180 day waiting period with certification from the governing body that this person has special skills and critically needed on a short term basis to prevent stoppage of public business.

The original budget and most recent budget adjustment pertaining to this replacement included some overlap between the positions, so this is not expected to increase costs

in the department. Another financial analysis and budget adjustment will be included as part of the mid-year process as more of the variables are determined. Staff recommends approving the attached employment agreement.

2015/16 and 2016/17 Budget Status Update and Budget Adjustments

A budget performance report was ran and analyzed on all key funds. A few changes and developments have been identified which are described more completely below:

General Fund (1010):

- The final true-up receipt was received for the unwind of the sales tax triple flip. It resulted in about \$43,000 more in sales tax revenues for 2015/16 than expected. With the unwind now complete and the trend of sales tax in general being relatively flat, staff does not presently recommend a budget adjustment for 2016/17.
- The final quarter of 2015/16 transient occupancy taxes were recorded and reflect receipts about \$7,224 more than expected. One of the hotels in Town was sold during the last quarter. As much of the increase results from that hotel, and as the hotel may have generated additional business in order to encourage the sale, staff does not currently recommend a budget adjustment for 2016/17.
- The property at 1433 Bille Road has progressed through the receivership process. The majority of the expenses for administering the cleanup of this property were incurred during the 2015/16 fiscal year, but the reimbursement was received and will be accounted for in 2016/17. A \$15,000 budget adjustment for the administration and an \$8,500 budget adjustment for the payment of long standing citations is recommended for the receipt of these funds in 2016/17.
- Similarly, the Town has received a couple years of reimbursement from Peace Officer Standards and Training (POST) during 2016/17. The Town budgeted to receive \$11,000 and has received \$17,417. A budget adjustment for 2016/17 of \$6,400 is recommended for this receipt.

Animal Control Services (2070)

Recently the Town was notified that the local rendering plant will no longer allow the Town to dispose of the majority of deer it clears for the community. The Town picks up and disposes of about 125 deer a year due to the wild land/urban interface. Disposal is a unique problem for our community because not only do we have a large population of deer in the community; we also have relatively dense population without a lot of open space to allow nature to dispose of the deer without intervention.

Staff has explored many options for disposal including landfill, burial, and incineration. The solution currently (while staff is still researching other options) is to share in the City of Chico's solution. Chico is currently allowing the Town to drop deer at their facility and

a disposal company is picking them up. Chico was having the company come every other week but because of the increased volume brought by the Town, they have requested the company come once a week. In fairness they have asked the Town to pick up the increased cost of more frequent disposal. Unless another solution is identified, this will increase costs for Animal Control of about \$400.00 per month or about \$4,000 for the remainder of the fiscal year. Staff will request a budget adjustment once a solution is formalized.

Fiscal Impact:

The additional sales tax and transient occupancy tax revenues for 2015/16 will increase the general fund cash flow reserves to about \$950,000 or about 9% of operating expenses.

The recommended 2016/17 general fund budget adjustments will increase revenues \$29,900. This will eliminate the general fund deficit and create a small surplus of about \$13,265.

**TOWN OF PARADISE
RESOLUTION NO. 16-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA,
APPROVING JOB DESCRIPTIONS AND REVISING THE PERSONNEL STRUCTURE
FOR CERTAIN TOWN OF PARADISE POSITIONS FOR THE FISCAL YEAR 2016-2017**

WHEREAS, it is prudent for the Town of Paradise to periodically review its personnel structure and the job descriptions of the positions within the Town of Paradise; and

WHEREAS, to improve efficiency of certain Town functions and to appropriately reflect the duties and qualifications of certain positions.

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

SECTION 1. Job descriptions for the following positions are revised and approved effective September 13, 2016:

Environmental Technician
Building/Onsite Inspector
Senior Building/Onsite Inspector
Building/Onsite Sanitary Official

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 13th day of September, 2016, by the following vote:

AYES:

NOES: None

ABSENT: None

NOT VOTING: None

Jody Jones, Mayor

ATTEST:

By: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



JOB TITLE: Building/Onsite Inspector
DEPARTMENT: Community Development
REVISION DATE: September 13, 2016
HOURS: 40 hours per week
CLASSIFICATION: Non-exempt
UNIT: General Employees
REPORTS TO: Building/Onsite Official
WORKS WITH: Contractors, Colleagues,
General Public
SUPERVISES: n/a

BUILDING/ONSITE INSPECTOR

DEFINITION

Under general supervision of the Building/Onsite Sanitary Official, performs skilled inspection work in the enforcement of state and local building, mechanical, plumbing, electrical, housing, energy conservation, and wastewater codes; and performs other duties as required.

TYPICAL DUTIES, INCLUDING ESSENTIAL DUTIES

Performs complicated inspections of a broad range of building types and project complexities including all of the major trades; performs combination inspections of various work done under permit; performs housing inspections upon request by tenants, determines and describes substandard housing conditions according to state law definition and obtains compliance with "repair or abate" orders to resolution; responds to citizen complaints regarding construction activity; issues STOP WORK orders for work started without permit and DO NOT OCCUPY ORDERS as necessary and follows through to resolution; answers specific and general questions regarding code requirements on the telephone and at the counter during specified times; contributes to the notification and education of the building community regarding code and policy changes; participates in the performance of plan review and other duties as assigned.

Shall issue and monitor onsite system operation permits and review submitted evaluations for thoroughness and correctness. Shall perform plan check of submitted septic system construction plans, and inspect approved construction. Perform surface water and ground water sampling. Assist in preparation of reports.

REQUIRED QUALIFICATIONS

Knowledge of: Model and state codes governing construction, remodel and repair of residential and commercial buildings and structures; and construction principals, methods and practices.

Ability to: Inspect construction sites for compliance with adopted codes; deal professionally and communicate effectively with individuals on the job site and at the office; communicate effectively by written correspondence; secure compliance with applicable codes from owners and contractors; maintain accurate records and prepare clear and concise reports and documentation; review plans and specifications for compliance and makes sound judgments within established guidelines.

Experience: Two years experience in building or onsite inspection and/ or plan review, or four years journey level construction experience and possession of a California contractor's license

subcontractor's license in a code regulated field.

Education: High School Diploma or equivalent supplemented by college course work in building inspection technology.

Certification: Certification by ICBO as Building and/or Combination Inspector; and certification, within six months of employment, by ICC as a Building and/or Combination Inspector.

License: Valid Class C California Driver's License in conformance with established Town employee driving standards.

Physical Standards: Work is performed mostly outdoors, but also works in an office environment. Outdoor work is required in the inspection of various projects, construction sites, or public works facilities. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. While performing the duties of this job, the employee is often required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is often required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk and hear and smell. The employee must occasionally lift and/or move up to 35 pounds.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, or risk of electrical shock.

The noise level in this work environment is usually quiet in the office, moderate to loud in the field.

Adopted: September 13, 2016



JOB TITLE:	Building/Onsite Sanitary Official
DEPARTMENT:	Community Development
REVISION DATE:	September 13, 2016
HOURS:	40 hrs / week
CLASSIFICATION:	Exempt
REPORTS TO:	Community Development Director
WORKS WITH:	Dept. Heads, Staff, Contractors, Public
SUPERVISES:	Building & Onsite Division, Fire Prevention

BUILDING /ONSITE SANITARY OFFICIAL

DEFINITION:

The Building /Onsite Sanitary Official works under the general supervision of the Community Development Director. This position will serve as the Town's Building Official, Onsite Sanitary Official and the Town's Fire Marshal. This is an integral position which has managerial responsibility for the activities carried out by the Building & Onsite Division which consists of building services, Onsite wastewater services and fire prevention. Activities within this division include building inspections, business inspections, licensed care facility inspections, fire suppression systems, construction plan review, public education program and grants related thereto. Oversees/performs technical work in the enforcement and interpretation of state and local building, mechanical, plumbing, electrical, fire, housing, energy conservation codes; and performs other duties as required. In the Fire Marshal's functions he/she will coordinate with the Fire Chief when necessary and appropriate. For activities involving the Fire Department the Fire Marshal will seek authorization through the Fire Chief and coordinates those activities within the department.

ESSENTIAL DUTIES:

Manages the Building and Onsite Wastewater Division; supervises, trains and evaluates staff members, establish goals and objectives for the division and assignments for staff. Prepares and administers the Building and Onsite Wastewater Division Budget, writes policies, standards and procedures concerning building, onsite and fire safety related issues. Conducts building inspections, wastewater inspections and fire investigations, oversees plan reviews; attends Project Evaluation Committee meetings, Council meetings, meets with contractors; architects, engineers and other technical professions and trades involved in construction projects. Administers the engine company business inspections and school fire safety programs. Supervises the Fire Investigations and the fire prevention team, reviews fire investigation/prevention reports. Prepares building, wastewater and fire codes and ordinances for adoption by the Town.

Oversees complicated inspections and plans review of a broad range of building types and project complexities including all of the major trades; performs and/or oversees combination inspections of various work done under permit; performs housing inspections upon request by tenants, determines and describes substandard housing conditions according to state law definition and obtains compliance with "repair or abate" orders to resolution; responds to citizen complaints regarding construction activity; issues STOP WORK orders for work started without permit and DO NOT OCCUPY ORDERS as necessary and follows through to resolution; answers specific and general questions regarding code requirements on the telephone and at

the counter during specified times; contributes to the notification and education of the building community regarding code and policy changes; participates in the performance of plan review.

REQUIRED QUALIFICATIONS:

Knowledge of:

- Principles and practices applicable to fire, electrical, plumbing, mechanical and structural building inspections;
- Applicable federal, state and local laws and regulations;
- Organization and functions of the various trades involved in the building permit approval process;
- Model and state codes governing construction, remodel and repair of residential and commercial buildings and structures; and construction principals, methods and practices.
- Principals and practices of sanitary engineering and management plans.

Ability to:

- Plan, organize and act in accordance with Town adopted policies and regulations.
- Make effective presentations to community and staff.
- Supervise, evaluate and train assigned subordinates.
- Interpret, explain and apply applicable laws and regulations clearly and concisely, both orally and in writing
- Ability to work effectively with other departments and handle difficult situations.
- Fire prevention experience including inspections and public education
- Demonstrated management and supervisory skills.
- Inspect construction sites for compliance with adopted codes; deal professionally and communicate effectively with individuals on the job site and at the office; communicate effectively by written correspondence; secure compliance with applicable codes from owners and contractors; maintain accurate records and prepare clear and concise reports and documentation; review plans and specifications for compliance and makes sound judgments within established guidelines.

Experience:

- Five (5) years of building construction, plan check and inspection experience, including 1-2 years of supervisory experience.

Education:

- Associate Degree in Building Inspection, Construction Technology, or related field or equivalent combination of experience and/or education.

License/Certificates:

- Valid Class C California driver's license in conformance with established Town employee driving standards.
- Current and valid Cardiopulmonary Resuscitation certification from either the American Red Cross or the American Heart Association.
- Completion of ICS-200 Training
- Shall have or should obtain within eighteen (18) months of date of hire, the ICC certification as a Building Official and/or as a Plans Examiner as well as extensive coursework completed in building and fire inspection.
- Shall have ICC Certification within 90 days following position start date:
 - Fire Plans Examiner
 - Fire Inspector II

DESIRED QUALIFICATIONS:

Knowledge of:

- Conducting fire inspections and critical plan review
- Budget preparation experience

- The state and national fire and building codes

Ability to:

- Comprehend and understand applicable code and ordinance requirements, read and interpret construction plans.

Education:

- BA/BS in Fire Science, Business or Public Administration or a related field.
- BA/BS in Civil or Sanitary Engineering,
- Certification as Registered Environmental Health Specialist in California.

PHYSICAL STANDARDS:

Work is performed mostly outdoors, but also works in an office environment. Outdoor work is required in the inspection of various projects, construction sites, or public works facilities. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. While performing the duties of this job, the employee is often required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is often required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk and hear and smell. The employee must occasionally lift and/or move up to 35 pounds. Work requires physical agility and ability to climb ladders at varying heights and work in small spaces.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, or risk of electrical shock.

The noise level in this work environment is usually quiet in the office, moderate to loud in the field.



JOB TITLE:	Sr. Building/Onsite Inspector
DEPARTMENT:	Community Development
REVISION DATE:	September 13, 2016
HOURS:	40 hours per week
CLASSIFICATION:	Non-exempt
UNIT:	General Employees
REPORTS TO:	Building/Onsite Official
WORKS WITH:	Contractors, Colleagues, General Public
SUPERVISES:	n/a

SR. BUILDING / ONSITE INSPECTOR

DEFINITION

Under general supervision of the Building/Onsite Sanitary Official, performs skilled inspection work in the enforcement of state and local building, mechanical, plumbing, electrical, housing, energy conservation, and wastewater codes; and performs other duties as required.

TYPICAL DUTIES, INCLUDING ESSENTIAL DUTIES

Performs complicated inspections of a broad range of building types and project complexities including all of the major trades; performs combination inspections of various work done under permit; performs housing inspections upon request by tenants, determines and describes substandard housing conditions according to state law definition and obtains compliance with "repair or abate" orders to resolution; responds to citizen complaints regarding construction activity; issues STOP WORK orders for work started without permit and DO NOT OCCUPY ORDERS as necessary and follows through to resolution; answers specific and general questions regarding code requirements on the telephone and at the counter during specified times; contributes to the notification and education of the building community regarding code and policy changes; participates in the performance of plan review of the same scope of works and must be able to assume plan review responsibilities during plan checker absences; and other duties as assigned.

Shall issue and monitor onsite system operation permits and review submitted evaluations for thoroughness and correctness. Shall perform plan check of submitted septic system construction plans, and inspect approved construction. Perform surface water and ground water sampling. Assist in preparation of reports.

REQUIRED QUALIFICATIONS

Knowledge of: Model and state codes governing construction, remodel and repair of residential and commercial buildings and structures; and construction principals, methods and practices.

Ability to: Inspect construction sites for compliance with adopted codes; deal professionally and communicate effectively with individuals on the job site and at the office; communicate effectively by written correspondence; secure compliance with applicable codes from owners and contractors, and carry non-complying cases through prosecution channels as necessary; maintain accurate records and prepare clear and concise reports and documentation; review plans and specifications for compliance with adopted codes including accurately checking structural calculations for compliance with engineering standards; communicate with and p

supervision for technical staff; and make sound judgments within established guidelines.

Experience: Four years experience in building inspection and/or plan review (supervisory experience preferred); or six years construction experience and possession of a California contractors license or subcontractors license in a code regulated field.

Education: High School Diploma or equivalent supplemented by college course work in building inspection technology.

Certification: Certification by ICC as Building Inspector; and certification, within six months of employment, by ICC as Combination Inspector or Plans Examiner.

License: Valid Class C California Driver's License in conformance with established Town employee driving standards.

Physical Standards: Work is performed mostly outdoors, but also works in an office environment. Outdoor work is required in the inspection of various projects, construction sites, or public works facilities. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. While performing the duties of this job, the employee is often required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is often required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk and hear and smell. The employee must occasionally lift and/or move up to 35 pounds.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, or risk of electrical shock.

The noise level in this work environment is usually quiet in the office, moderate to loud in the field.



JOB TITLE:	Environmental Technician
DEPARTMENT:	Community Development
REVISION DATE:	September 13, 2016
HOURS:	40 hours per week
CLASSIFICATION:	Non-exempt
UNIT:	General Employees Unit
REPORTS TO:	Building/Onsite Official
WORKS WITH:	Colleagues, General Public
SUPERVISES:	N/A

ENVIRONMENTAL TECHNICIAN

DEFINITION

Under general direction of the Building/Onsite Sanitary Official to perform a wide variety of difficult and administrative onsite duties. This position processes evaluations on residential, commercial and/or alternative septic systems within the Town of Paradise.

TYPICAL DUTIES, INCLUDING ESSENTIAL DUTIES

This position requires that the employee work independently with general supervision on a day-to-day basis. This is a clerical position that has the discretion for setting work priorities with some help from their manager and the responsibility for determining project oversight. Will issue operating permits, expirations, corrective action requests, correction notices and/or infraction notices as a support to those processes. Maintain records and track systems and track and enter data on samples. Will work with property owners and answer customer questions. Will create monthly, quarterly and annual reports for onsite department. May back up at the permit counter and will also perform other clerical duties as assigned.

REQUIRED QUALIFICATIONS

Knowledge of: Principles and practices of onsite organization and Town management; basic policies, procedures and organization practices of municipal government; correct English usage, spelling, grammar and punctuation; research and statistical methods; modern office practices, procedures, equipment and clerical techniques.

Ability to: Communicate clearly, concisely and tactfully, both orally and in writing; accurately and independently perform responsible clerical work; Learn, interpret and apply policies, laws and rules and regulations; Collect, compile, analyze and interpret statistical data; type at a speed of 45 words per minute from clear copy; Show good judgment in identifying and handling confidential information; work cooperatively with those contacted in the course of work; use good judgment in dealing with officials and members of the general public in routine, emergency and stressful situations.

Experience: One or more years responsible clerical or administrative level experience.

Education/Certificates: High School Diploma or equivalent required. Prefer to be supplemented by specialized clerical training. and/or five years of increasingly responsible clerical and administrative level experience, including two years of experience in a septic or wastewater environment.

Licenses: Valid Class C California Driver's License in conformance with established Town employee driving standards.

Physical Standards: Must possess ability to work in a standard office setting and to use standard office equipment, including a computer and ability to communicate clearly in person and over the telephone. The following lists physical demands an employee will perform on a regular basis: Sitting, viewing a computer monitor, typing/keyboarding, handwriting, reading, calculator/10-Key, on the phone.

The following lists physical demands an employee may perform on an occasional basis: lifting; average weight: 15 lbs. (storage boxes, large binders), walking, standing, stoop, kneel, crouch or crawl, reach with hands and arms. 98% of duties are performed inside with climate control.

This position requires being able to work at close vision (clear vision at 20 inches or less) and to adjust focus (ability to adjust the eye to bring an object into sharp focus) for the purpose of data entry.

The typical noise level in the work environment of this position is of moderate notice (examples: business office with computers, printers and light traffic.)

**TOWN OF PARADISE
RESOLUTION NO. 16-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA,
ADOPTING THE AMENDED SALARY PAY PLAN
FOR TOWN OF PARADISE EMPLOYEES FOR THE FISCAL YEAR 2016-2017**

WHEREAS, the Town wishes to revise the salary pay plan; and

WHEREAS, the salary pay plan will incorporate all salary paid within the Town into one salary pay plan.

NOW, THEREFORE be it resolved by the Town Council of the Town of Paradise, that the Town of Paradise salary pay plan attached to this resolution is hereby adopted.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 13th day of September, 2016, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Jody Jones, Mayor

ATTEST:

By: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

**TOWN OF PARADISE
REVISED SALARY PAY PLAN FY 2016/17**

Head Count	Approve FTE's	Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
TOWN MANAGER/ TOWN CLERK									
1.00	1.00	ADMINISTRATIVE ANALYST I (TOWN CLERK)							
		HOURLY	40	15.62	16.40	17.22	18.08	18.98	19.93
		BIWEEKLY		1,249.60	1,312.00	1,377.60	1,446.40	1,518.40	1,594.40
		MONTHLY		2,707.47	2,842.67	2,984.80	3,133.87	3,289.87	3,454.53
		ANNUAL		32,489.60	34,112.00	35,817.60	37,606.40	39,478.40	41,454.40
1.00	1.00	ADMINISTRATIVE ANALYST II (BUSINESS & HOUSING / TOWN MANAGER)							
		HOURLY	40	19.05	20.00	21.00	22.05	23.15	24.31
		BIWEEKLY		1,524.00	1,600.00	1,680.00	1,764.00	1,852.00	1,944.80
		MONTHLY		3,302.00	3,466.67	3,640.00	3,822.00	4,012.67	4,213.73
		ANNUAL		39,624.00	41,600.00	43,680.00	45,864.00	48,152.00	50,564.80
1.00	1.00	TOWN CLERK							
		HOURLY	40	29.30	30.77	32.31	33.93	35.63	37.41
		BIWEEKLY		2,344.00	2,461.60	2,584.80	2,714.40	2,850.40	2,992.80
		MONTHLY		5,078.67	5,333.47	5,600.40	5,881.20	6,175.87	6,484.40
		ANNUAL		60,944.00	64,001.60	67,204.80	70,574.40	74,110.40	77,812.80
1.00	1.00	TOWN MANAGER							
		HOURLY	40	52.77	55.41	58.18	61.09	64.14	67.35
		BIWEEKLY		4,221.60	4,432.80	4,654.40	4,887.20	5,131.20	5,388.00
		MONTHLY		9,146.80	9,604.40	10,084.53	10,588.93	11,117.60	11,674.00
		ANNUAL		109,761.60	115,252.80	121,014.40	127,067.20	133,411.20	140,088.00

ADMINISTRATIVE SERVICES (FINANCE, HR, IT, BHS)

TOWN OF PARADISE
REVISED SALARY PAY PLAN FY 2016/17

Head Count	Approve FTE's	Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
1.00	0.45	HOUSING PROGRAM ANALYST							
		HOURLY	18	15.62	16.40	17.22	18.08	18.98	19.93
		BIWEEKLY		562.32	590.40	619.92	650.88	683.28	717.48
		MONTHLY		1,218.36	1,279.20	1,343.16	1,410.24	1,480.44	1,554.54
		ANNUAL		14,620.32	15,350.40	16,117.92	16,922.88	17,765.28	18,654.48
1.00	0.90	FINANCIAL SERVICES ANALYST							
		HOURLY	36	16.00	16.80	17.64	18.52	19.45	20.42
		BIWEEKLY		1,152.00	1,209.60	1,270.08	1,333.44	1,400.40	1,470.24
		MONTHLY		2,496.00	2,620.80	2,751.84	2,889.12	3,034.20	3,185.52
		ANNUAL		29,952.00	31,449.60	33,022.08	34,669.44	36,410.40	38,226.24
1.00	0.41	PART TIME/HOURLY CODE ENFORCEMENT OFFICER							
		HOURLY	16	19.56	20.54	21.57	22.65	23.78	24.97
1.00	1.00	SENIOR ACCOUNTANT							
		HOURLY	40	26.50	27.83	29.22	30.68	32.21	33.82
		BIWEEKLY		2,120.00	2,226.40	2,337.60	2,454.40	2,576.80	2,705.60
		MONTHLY		4,593.33	4,823.87	5,064.80	5,317.87	5,583.07	5,862.13
		ANNUAL		55,120.00	57,886.40	60,777.60	63,814.40	66,996.80	70,345.60
1.00	1.00	HOUSING PROGRAM SUPERVISOR							
		HOURLY	40	27.02	28.37	29.79	31.28	32.84	34.48
		BIWEEKLY		2,161.60	2,269.60	2,383.20	2,502.40	2,627.20	2,758.40
		MONTHLY		4,683.38	4,917.37	5,163.50	5,421.76	5,692.16	5,976.42
		ANNUAL		56,201.60	59,009.60	61,963.20	65,062.40	68,307.20	71,718.40

TOWN OF PARADISE
REVISED SALARY PAY PLAN FY 2016/17

Head Count	Approve FTE's	Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
1.00	0.90	HUMAN RESOURCES & RISK MANAGEMENT MANAGER							
		HOURLY	36	27.26	28.62	30.05	31.55	33.13	34.79
		BIWEEKLY		1,962.72	2,060.64	2,163.60	2,271.60	2,385.36	2,504.88
		MONTHLY		4,252.56	4,464.72	4,687.80	4,921.80	5,168.28	5,427.24
		ANNUAL		51,030.72	53,576.64	56,253.60	59,061.60	62,019.36	65,126.88
0.00	0.00	FINANCE SUPERVISOR (retired 8/24/16)(possible 960)							
		HOURLY	40	27.90	29.30	30.77	32.31	33.93	35.63
		BIWEEKLY		2,232.00	2,344.00	2,461.60	2,584.80	2,714.40	2,850.40
		MONTHLY		4,836.00	5,078.67	5,333.47	5,600.40	5,881.20	6,175.87
		ANNUAL		58,032.00	60,944.00	64,001.60	67,204.80	70,574.40	74,110.40
1.00	1.00	INFORMATION TECHNOLOGY MANAGER							
		HOURLY	40	34.19	35.90	37.70	39.59	41.57	43.65
		BIWEEKLY		2,735.20	2,872.00	3,016.00	3,167.20	3,325.60	3,492.00
		MONTHLY		5,926.27	6,222.67	6,534.67	6,862.27	7,205.47	7,566.00
		ANNUAL		71,115.20	74,672.00	78,416.00	82,347.20	86,465.60	90,792.00
1.00	1.00	ADMINISTRATIVE SERVICES/FINANCE DIRECTOR/TREASURER							
		HOURLY	40	36.50	38.33	40.25	42.26	44.37	46.59
		BIWEEKLY		2,920.00	3,066.40	3,220.00	3,380.80	3,549.60	3,727.20
		MONTHLY		6,326.67	6,643.87	6,976.67	7,325.07	7,690.80	8,075.60
		ANNUAL		75,920.00	79,726.40	83,720.00	87,900.80	92,289.60	96,907.20

POLICE ADMINISTRATION

1.00	0.90	ADMINISTRATIVE ASSISTANT III (P.D.)							
		HOURLY	36	17.84	18.73	19.67	20.65	21.68	22.76
		BIWEEKLY		1,284.48	1,348.56	1,416.24	1,486.80	1,560.96	1,638.72
		MONTHLY		2,783.04	2,921.88	3,068.52	3,221.40	3,382.08	3,550.56
		ANNUAL		33,396.48	35,062.56	36,822.24	38,656.80	40,584.96	42,606.72

TOWN OF PARADISE
REVISED SALARY PAY PLAN FY 2016/17

Head Count	Approve FTE's	Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
0.50	0.50	POLICE LIEUTENANT (Hourly - Maximum 960 Hours)							
		HOURLY	40	32.93	34.58	36.31	38.13	40.04	42.04
1.50	1.50	POLICE LIEUTENANT							
		HOURLY	40	32.93	34.58	36.31	38.13	40.04	42.04
		BIWEEKLY		2,634.40	2,766.40	2,904.80	3,050.40	3,203.20	3,363.20
		MONTHLY		5,707.87	5,993.87	6,293.73	6,609.20	6,940.27	7,286.93
		ANNUAL		68,494.40	71,926.40	75,524.80	79,310.40	83,283.20	87,443.20
1.00	1.00	POLICE CHIEF							
		HOURLY	40	40.86	42.90	45.05	47.30	49.67	52.15
		BIWEEKLY		3,268.80	3,432.00	3,604.00	3,784.00	3,973.60	4,172.00
		MONTHLY		7,082.40	7,436.00	7,808.67	8,198.67	8,609.47	9,039.33
		ANNUAL		84,988.80	89,232.00	93,704.00	98,384.00	103,313.60	108,472.00

POLICE OPERATIONS

1.00	0.38	PART TIME/HOURLY RECORDS TRANSCRIPTIONIST							
		HOURLY	15	15.62	16.40	17.22	18.08	18.98	19.93
2.00	1.00	POLICE OFFICER TRAINEE (Short Term Position)							
		HOURLY	40	15.52	16.30	17.12	17.98	18.88	19.82
		BIWEEKLY		1,241.60	1,304.00	1,369.60	1,438.40	1,510.40	1,585.60
		MONTHLY		2,690.13	2,825.33	2,967.47	3,116.53	3,272.53	3,435.47
		ANNUAL		32,281.60	33,904.00	35,609.60	37,398.40	39,270.40	41,225.60
1.00	1.00	COMMUNITY SERVICE OFFICER III							
		HOURLY	40	17.57	18.45	19.37	20.34	21.36	22.43
		BIWEEKLY		1,405.60	1,476.00	1,549.60	1,627.20	1,708.80	1,794.40
		MONTHLY		3,045.47	3,198.00	3,357.47	3,525.60	3,702.40	3,887.87
		ANNUAL		36,545.60	38,376.00	40,289.60	42,307.20	44,428.80	46,654.40

**TOWN OF PARADISE
REVISED SALARY PAY PLAN FY 2016/17**

Head Count	Approve FTE's	Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
0.50	0.50	PART TIME/HOURLY POLICE OFFICER							
		HOURLY	18	22.17	23.28	24.44	25.66	26.94	28.29
13.00	13.00	POLICE OFFICER							
		HOURLY	40	22.17	23.28	24.44	25.66	26.94	28.29
		BIWEEKLY		1,773.60	1,862.40	1,955.20	2,052.80	2,155.20	2,263.20
		MONTHLY		3,842.80	4,035.20	4,236.27	4,447.73	4,669.60	4,903.60
		ANNUAL		46,113.60	48,422.40	50,835.20	53,372.80	56,035.20	58,843.20
4.50	4.50	POLICE SERGEANT							
		HOURLY	40	26.14	27.45	28.82	30.26	31.77	33.36
		BIWEEKLY		2,091.20	2,196.00	2,305.60	2,420.80	2,541.60	2,668.80
		MONTHLY		4,530.93	4,758.00	4,995.47	5,245.07	5,506.80	5,782.40
		ANNUAL		54,371.20	57,096.00	59,945.60	62,940.80	66,081.60	69,388.80

PUBLIC SAFETY COMMUNICATIONS

2.00	0.90	CRIMINAL RECORDS TECHNICIAN							
		HOURLY	18	12.62	13.25	13.91	14.61	15.34	16.11
		BIWEEKLY		454.32	477.00	500.76	525.96	552.24	579.96
		MONTHLY		984.36	1,033.50	1,084.98	1,139.58	1,196.52	1,256.58
		ANNUAL		11,812.32	12,402.00	13,019.76	13,674.96	14,358.24	15,078.96
1.00	0.90	COMMUNITY SERVICE OFFICER II							
		HOURLY	36	13.95	14.65	15.38	16.15	16.96	17.81
		BIWEEKLY		1,004.40	1,054.80	1,107.36	1,162.80	1,221.12	1,282.32
		MONTHLY		2,176.20	2,285.40	2,399.28	2,519.40	2,645.76	2,778.36
		ANNUAL		26,114.40	27,424.80	28,791.36	30,232.80	31,749.12	33,340.32
2.00	0.21	PART TIME/HOURLY PUBLIC SAFETY DISPATCHER							
		HOURLY		16.41	17.23	18.09	18.99	19.94	20.94

TOWN OF PARADISE
REVISED SALARY PAY PLAN FY 2016/17

Head Count	Approve FTE's	Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
8.00	8.00	PUBLIC SAFETY DISPATCHER							
		HOURLY	40	16.41	17.23	18.09	18.99	19.94	20.94
		BIWEEKLY		1,312.80	1,378.40	1,447.20	1,519.20	1,595.20	1,675.20
		MONTHLY		2,844.40	2,986.53	3,135.60	3,291.60	3,456.27	3,629.60
		ANNUAL		34,132.80	35,838.40	37,627.20	39,499.20	41,475.20	43,555.20
1.00	1.00	COMMUNICATION RECORDS SUPERVISOR							
		HOURLY	40	20.92	21.97	23.07	24.22	25.43	26.70
		BIWEEKLY		1,673.60	1,757.60	1,845.60	1,937.60	2,034.40	2,136.00
		MONTHLY		3,626.13	3,808.13	3,998.80	4,198.13	4,407.87	4,628.00
		ANNUAL		43,513.60	45,697.60	47,985.60	50,377.60	52,894.40	55,536.00
ANIMAL CONTROL									
2.00	0.90	P/T ANIMAL SHELTER ASSISTANT							
		HOURLY	18	-	-	10.00	10.50	11.03	11.58
		BIWEEKLY		-	-	360.00	378.00	397.08	416.88
		MONTHLY		-	-	780.00	819.00	860.34	903.24
		ANNUAL		-	-	9,360.00	9,828.00	10,324.08	10,838.88
1.00	0.75	OFFICE ASSISTANT III (ANIMAL CONTROL)							
		HOURLY	30	12.68	13.31	13.98	14.68	15.41	16.18
		BIWEEKLY		760.80	798.60	838.80	880.80	924.60	970.80
		MONTHLY		1,648.40	1,730.30	1,817.40	1,908.40	2,003.30	2,103.40
		ANNUAL		19,780.80	20,763.60	21,808.80	22,900.80	24,039.60	25,240.80
1.00	0.90	ANIMAL CONTROL OFFICER							
		HOURLY	36	13.72	14.41	15.13	15.89	16.68	17.51
		BIWEEKLY		987.84	1,037.52	1,089.36	1,144.08	1,200.96	1,260.72
		MONTHLY		2,140.32	2,247.96	2,360.28	2,478.84	2,602.08	2,731.56
		ANNUAL		25,683.84	26,975.52	28,323.36	29,746.08	31,224.96	32,778.72

TOWN OF PARADISE
REVISED SALARY PAY PLAN FY 2016/17

Head Count	Approve FTE's	Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
1.00	1.00	ANIMAL CONTROL SUPERVISOR							
		HOURLY	40	16.52	17.35	18.22	19.13	20.09	21.09
		BIWEEKLY		1,321.60	1,388.00	1,457.60	1,530.40	1,607.20	1,687.20
		MONTHLY		2,863.41	3,007.28	3,158.07	3,315.80	3,482.20	3,655.53
		ANNUAL		34,361.60	36,088.00	37,897.60	39,790.40	41,787.20	43,867.20

FIRE ADMINISTRATION

1.00	0.45	CIVILIAN FIRE PREVENTION INSPECTOR							
		HOURLY	18	-	10.65	11.18	11.74	12.33	12.95
		BIWEEKLY		-	383.40	402.48	422.64	443.88	466.20
		MONTHLY		-	830.70	872.04	915.72	961.74	1,010.10
		ANNUAL		-	9,968.40	10,464.48	10,988.64	11,540.88	12,121.20
1.00	0.60	ADMINISTRATIVE ASSISTANT II (FIRE)							
		HOURLY	24	15.21	15.97	16.77	17.61	18.49	19.41
		BIWEEKLY		730.08	766.56	804.96	845.28	887.52	931.68
		MONTHLY		1,581.84	1,660.88	1,744.08	1,831.44	1,922.96	2,018.64
		ANNUAL		18,982.08	19,930.56	20,928.96	21,977.28	23,075.52	24,223.68

COMMUNITY DEVELOPMENT (PLANNING, CODE ENFORCEMENT & BUILDING SAFETY & WASTE WATER)

1.00	1.00	ENVIRONMENTAL TECHNICIAN							
		HOURLY	40	12.83	13.47	14.14	14.85	15.59	16.37
		BIWEEKLY		1,026.40	1,077.60	1,131.20	1,188.00	1,247.20	1,309.60
		MONTHLY		2,223.82	2,334.76	2,450.89	2,573.95	2,702.21	2,837.41
		ANNUAL		26,686.40	28,017.60	29,411.20	30,888.00	32,427.20	34,049.60

TOWN OF PARADISE
REVISED SALARY PAY PLAN FY 2016/17

Head Count	Approve FTE's	Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
1.00	1.00	BUILDING / ONSITE PERMIT TECHNICIAN							
		HOURLY	40	16.13	16.94	17.79	18.68	19.61	20.59
		BIWEEKLY		1,290.40	1,355.20	1,423.20	1,494.40	1,568.80	1,647.20
		MONTHLY		2,795.81	2,936.21	3,083.54	3,237.80	3,399.00	3,568.86
		ANNUAL		33,550.40	35,235.20	37,003.20	38,854.40	40,788.80	42,827.20
1.00	1.00	ENVIRONMENTAL SERVICES SPECIALIST							
		HOURLY	40	16.13	16.94	17.79	18.68	19.61	20.59
		BIWEEKLY		1,290.40	1,355.20	1,423.20	1,494.40	1,568.80	1,647.20
		MONTHLY		2,795.87	2,936.27	3,083.60	3,237.87	3,399.07	3,568.93
		ANNUAL		33,550.40	35,235.20	37,003.20	38,854.40	40,788.80	42,827.20
1.00	1.00	BUILDING/ONSITE INSPECTOR (or Senior Building/Onsite Inspector)							
		HOURLY	40	18.58	19.51	20.49	21.51	22.59	23.72
		BIWEEKLY		1,486.40	1,560.80	1,639.20	1,720.80	1,807.20	1,897.60
		MONTHLY		3,220.47	3,381.67	3,551.53	3,728.33	3,915.52	4,111.39
		ANNUAL		38,646.40	40,580.80	42,619.20	44,740.80	46,987.20	49,337.60
1.00	1.00	CODE ENFORCEMENT OFFICER							
		HOURLY	40	19.56	20.54	21.57	22.65	23.78	24.97
		BIWEEKLY		1,564.80	1,643.20	1,725.60	1,812.00	1,902.40	1,997.60
		MONTHLY		3,390.33	3,560.20	3,738.73	3,925.92	4,121.79	4,328.05
		ANNUAL		40,684.80	42,723.20	44,865.60	47,112.00	49,462.40	51,937.60
0.00	0.00	SENIOR BUIDING/ONSITE INSPECTOR (or Building/Onsite Inspector)							
		HOURLY	40	19.56	20.54	21.57	22.65	23.78	24.97
		BIWEEKLY		1,564.80	1,643.20	1,725.60	1,812.00	1,902.40	1,997.60
		MONTHLY		3,390.33	3,560.20	3,738.73	3,925.92	4,121.79	4,328.05
		ANNUAL		40,684.80	42,723.20	44,865.60	47,112.00	49,462.40	51,937.60

TOWN OF PARADISE
REVISED SALARY PAY PLAN FY 2016/17

Head Count	Approve FTE's	Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
1.00	1.00	ASSISTANT ONSITE SANITARY OFFICIAL							
		HOURLY	40	21.24	22.30	23.42	24.59	25.82	27.11
		BIWEEKLY		1,699.20	1,784.00	1,873.60	1,967.20	2,065.60	2,168.80
		MONTHLY		3,681.60	3,865.33	4,059.47	4,262.27	4,475.47	4,699.07
		ANNUAL		44,179.20	46,384.00	48,713.60	51,147.20	53,705.60	56,388.80
1.00	1.00	ASSISTANT PLANNER							
		HOURLY	40	21.68	22.76	23.90	25.10	26.36	27.68
		BIWEEKLY		1,734.40	1,820.80	1,912.00	2,008.00	2,108.80	2,214.40
		MONTHLY		3,757.87	3,945.07	4,142.67	4,350.67	4,569.07	4,797.87
		ANNUAL		45,094.40	47,340.80	49,712.00	52,208.00	54,828.80	57,574.40
1.00	1.00	BUILDING/ONSITE SANITARY OFFICIAL							
		HOURLY	40	34.13	35.84	37.63	39.51	41.49	43.56
		BIWEEKLY		2,730.40	2,867.20	3,010.40	3,160.80	3,319.20	3,484.80
		MONTHLY		5,915.87	6,212.27	6,522.53	6,848.40	7,191.60	7,550.40
		ANNUAL		70,990.40	74,547.20	78,270.40	82,180.80	86,299.20	90,604.80
1.00	1.00	COMMUNITY DEVELOPMENT DIRECTOR							
		HOURLY	40	36.50	38.33	40.25	42.26	44.37	46.59
		BIWEEKLY		2,920.00	3,066.40	3,220.00	3,380.80	3,549.60	3,727.20
		MONTHLY		6,326.67	6,643.87	6,976.67	7,325.07	7,690.80	8,075.60
		ANNUAL		75,920.00	79,726.40	83,720.00	87,900.80	92,289.60	96,907.20

PUBLIC WORKS (ENGINEERING, STREETS AND FLEET MANAGEMENT)

1.00	1.00	PUBLIC WORKS MAINTENANCE WORKER I							
		HOURLY	40	14.72	15.46	16.23	17.04	17.89	18.78
		BIWEEKLY		1,177.60	1,236.80	1,298.40	1,363.20	1,431.20	1,502.40
		MONTHLY		2,551.47	2,679.73	2,813.20	2,953.60	3,100.93	3,255.20
		ANNUAL		30,617.60	32,156.80	33,758.40	35,443.20	37,211.20	39,062.40

TOWN OF PARADISE
REVISED SALARY PAY PLAN FY 2016/17

Head Count	Approve FTE's	Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
3.00	3.00	PUBLIC WORKS MAINTENANCE WORKER II							
		HOURLY	40	15.44	16.21	17.02	17.87	18.76	19.70
		BIWEEKLY		1,235.20	1,296.80	1,361.60	1,429.60	1,500.80	1,576.00
		MONTHLY		2,676.27	2,809.73	2,950.13	3,097.47	3,251.73	3,414.67
		ANNUAL		32,115.20	33,716.80	35,401.60	37,169.60	39,020.80	40,976.00
1.00	1.00	PUBLIC WORKS MAINTENANCE WORKER III							
		HOURLY	40	16.97	17.82	18.71	19.65	20.63	21.66
		BIWEEKLY		1,357.60	1,425.60	1,496.80	1,572.00	1,650.40	1,732.80
		MONTHLY		2,941.47	3,088.80	3,243.07	3,406.00	3,575.87	3,754.40
		ANNUAL		35,297.60	37,065.60	38,916.80	40,872.00	42,910.40	45,052.80
1.00	1.00	SENIOR CONSTRUCTION INSPECTOR							
		HOURLY	40	17.47	18.34	19.26	20.22	21.23	22.29
		BIWEEKLY		1,397.60	1,467.20	1,540.80	1,617.60	1,698.40	1,783.20
		MONTHLY		3,028.13	3,178.93	3,338.40	3,504.80	3,679.87	3,863.60
		ANNUAL		36,337.60	38,147.20	40,060.80	42,057.60	44,158.40	46,363.20
1.00	1.00	LEAD VEHICLE MECHANIC							
		HOURLY	40	20.90	21.95	23.05	24.20	25.41	26.68
		BIWEEKLY		1,672.00	1,756.00	1,844.00	1,936.00	2,032.80	2,134.40
		MONTHLY		3,622.67	3,804.67	3,995.33	4,194.67	4,404.40	4,624.53
		ANNUAL		43,472.00	45,656.00	47,944.00	50,336.00	52,852.80	55,494.40
1.00	1.00	PUBLIC WORKS MANAGER							
		HOURLY	40	27.90	29.30	30.77	32.31	33.93	35.63
		BIWEEKLY		2,232.00	2,344.00	2,461.60	2,584.80	2,714.40	2,850.40
		MONTHLY		4,836.00	5,078.67	5,333.47	5,600.40	5,881.20	6,175.87
		ANNUAL		58,032.00	60,944.00	64,001.60	67,204.80	70,574.40	74,110.40

**TOWN OF PARADISE
REVISED SALARY PAY PLAN FY 2016/17**

Head Count	Approve FTE's	Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
1.00	1.00	PUBLIC WORKS DIRECTOR/TOWN ENGINEER							
		HOURLY	40	36.50	38.33	40.25	42.26	44.37	46.59
		BIWEEKLY		2,920.00	3,066.40	3,220.00	3,380.80	3,549.60	3,727.20
		MONTHLY		6,326.67	6,643.87	6,976.67	7,325.07	7,690.80	8,075.60
		ANNUAL		75,920.00	79,726.40	83,720.00	87,900.80	92,289.60	96,907.20

HC	77.00	68.55	FTE's
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HC= Head Count / actual number of employees

FTE's = Full-time equivalent employees

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 13th day of September 2016, by and between the TOWN OF PARADISE, a municipal corporation of the State of California, hereafter referred to as **TOWN** and Shelley M. Hernandez, hereafter referred to as **RETIREE**, both of whom understand the following:

WITNESSETH:

WHEREAS, although the **RETIREE** retired from Town employment on August 31, 2016 the **TOWN** desires to employ the services of **RETIREE** as part-time, temporary Finance Supervisor for the Town of Paradise from September 13, 2016 until December 31, 2016.

WHEREAS, pursuant to Government Code section 21221(h), CalPERS allows a retired annuitant to return temporarily to employment prior to the 180 day waiting period has expired if he or she has specialized skills needed to prevent stoppage of public business; and

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

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

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

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

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

SECTION 1: DUTIES AND RESPONSIBILITIES

A. Based on the **RETIREE'S** specialized financial skills, from September 13, 2016 to December 31, 2016, the duties, responsibilities and authority of the **RETIREE** shall be those specified in the Finance Supervisor job description attached as Exhibit "A" and

such other legally permissible and proper duties and function as the Town Council shall assign. This Agreement may be extended until June 30, 2017 with the mutual written consent of **TOWN** and **RETIREE**.

B. Unless extended under Section 2, from September 13, 2016 to December 31, 2016, **RETIREE** shall work no more than 960 hours on an as-needed basis relating to specific finance related duties.

C. **RETIREE** agrees to provide reasonable services based on the above duties and responsibilities.

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

SECTION 2: TERM OF AGREEMENT

TOWN hereby employs **RETIREE** and **RETIREE** hereby accepts part-time employment with the **TOWN** beginning September 13, 2016, the effective date of this Agreement, and ending December 31, 2016; provided, however, **TOWN** and **RETIREE** may mutually extend this Agreement in writing for thirty (30) day time periods until June 30, 2017; provided **RETIREE** in no event shall work more than 960 hours under this agreement.

SECTION 3: TERMINATION BY TOWN

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

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

C. **TOWN** may terminate this Agreement without cause. If **TOWN** elects to terminate this Agreement without cause, **TOWN** shall have the right to separate **RETIREE** from **TOWN** service with a thirty (30) day written notice to **RETIREE**.

SECTION 4: TERMINATION BY RETIREE

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

SECTION 5: SALARY, COMPENSATION AND OTHER BENEFITS

A. **SALARY:** From September 13, 2016 to December 31, 2016 and any extension period, **TOWN** agrees to pay **RETIREE** for her services rendered pursuant to this Agreement the amount of \$35.63 per hour payable in installments at the same time that the other employees of **TOWN** are paid with no benefits other than those required by her status as a retired PERS Town employee.

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

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

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

SECTION 6: GENERAL TERMS AND CONDITIONS

A. The Town Council hereby certifies that that the Senior Accountant is critically needed temporally in order to prevent loss of funds for public business by helping complete the annual financial audit and by completing quarterly grant submissions and reconciliations.

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

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

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

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

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

- (1) **TOWN:** Town of Paradise c/o Town Clerk
5555 Skyway, Paradise, California 95969
- (2) **RETIREE:** Shelley M. Hernandez

14236 Decatur Drive, Magalia, California 95954

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

IN WITNESS WHEREOF, the Town of Paradise has caused this Agreement to be signed and executed on its behalf by its Mayor, approved as to form by the Town Attorney, and signed by **RETIREE**, this 13th day of September, 2016.

Christopher M. Buzzard, RETIREE

Mayor

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

ATTEST:

Dina Volenski, Acting Town Clerk

Finance Supervisor

DEFINITION

Under general direction of the Finance Director, will supervise the payroll, accounting and fiscal activities of the Town.

TYPICAL DUTIES

Manage plan, coordinate, payroll and finance systems as well as analyze and interpret accounts and budgetary records; prepare revenue and expenditure financial records; post, balance, and maintain general and subsidiary ledgers; analyze and recommend improvements in Town revenue and accounting procedures; assist in budget preparation; prepare regular and special reports on revenues, expenditures, and fund and cash balances; respond to difficult citizen complaints and requests for information; complete tax reports including payroll taxes, 1099's, User's Use Tax, and Transient Occupancy Tax; provide assistance in various grants reporting and accounting requirements; may supervise, train, and evaluate staff, as required; and other duties as required.

REQUIRED QUALIFICATIONS

Knowledge of: principles, methods, and practices of accounting with emphasis on municipal accounting, governmental budgeting systems and procedures, fund accounting and the management of a municipal treasury function; modern principles of supervision and training; and modern office management procedures, practices and equipment including personal computers, local area networks, and finance software.

Ability to: understand and apply laws, rules and regulations to specific accounting and financial transactions; analyze and interpret financial information and accounting records; prepare clear, accurate, and concise reports and records; recognize and install improvements in financial record keeping system; work cooperatively with others; supervise, train, and evaluate assigned staff; handle routine and difficult public complaints and inquiries.

Experience: Three years of responsible accounting experience including some supervisory experience.

Education: Education in excess of the required level may be substituted for up to two years of the required experience. Associate's Degree in Accounting or a related field which includes specialized training in the use of automated accounting equipment. Experience in excess of the required level may be substituted for the required education.

License: Valid class C California driver's license in conformance with established Town employee driving standards.