



TOWN OF PARADISE

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Management Staff:

Lauren Gill, Town Manager
Dwight L. Moore, Town Attorney
Joanna Gutierrez, Town Clerk
Craig Baker, Community Development Director
Gabriela Tazzari-Dineen, Police Chief
Greg McFadden, Unit Chief, CAL FIRE/
Butte County Fire/Paradise Fire
Gina Will, Finance Director/Town Treasurer
Marc Mattox, Public Works Director/
Town Engineer

Town Council:

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

TOWN COUNCIL AMENDED AGENDA

REGULAR MEETING – 6:00 PM – August 11, 2015

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Town Clerk's Department, at 872-6291 x101 or x102 at least 48 hours in advance of the meeting. Hearing assistance devices for the hearing impaired are available from the Town Clerk. Town Council Meetings are held at the Paradise Town Hall located at 5555 Skyway, Paradise, California. Members of the public may address the Town Council on any agenda item, including closed session. If you wish to address the Town Council on any matter on the Agenda, it is requested that you complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the Council Meeting. The Mayor or Presiding Chair will introduce each agenda item, and following a report from staff, ask the Clerk to announce each speaker. Agendas and request cards are located outside the entrance door to the Council Chamber. All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Town Council within 72 hours of a Regular Meeting will be available for public inspection at the Town Hall in the Town Clerk Department located at 5555 Skyway, Room 3, at the time the subject writing or document is distributed to a majority of the subject body. Regular business hours are Monday through Thursday from 8:00 a.m. to 5:00 p.m. Agendas and supporting information is posted on the Town's website at www.townofparadise.com in compliance with California's open meeting laws. Click on the Agenda and Minutes button.

1. OPENING

- a. Call to Order
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Invocation

- d. Roll Call
- e. Presentation:

(1) Recognition of donations for the Sawmill Peak project

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS – None.

3. CONSENT CALENDAR

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

- 3a. Approve Minutes from the Adjourned June 29, 2015 and Regular July 14, 2015 Town Council meetings
- 3b. Approve cash disbursements for July 2015 in the amount of \$3,121,144.93.
- 3c. Adopt Resolution No. 15-30, “A Resolution of the Town Council of the Town of Paradise Authorizing Preparation & Submittal of Fund Applications to Cal Recycle and Other State Agencies.”
- 3d. (1) Award the 15/16 Simplivity Bid for hyper converged infrastructure and support services to the sole bidder, Optitec Systems, in the amount of \$92,992.02; and, (2) Authorize the Town Manager to execute the documents necessary to purchase the three Simplivity CN2200 appliances and the five-year Gold Support.

Simplivity is a hardware and software vendor that specializes in delivering hyper converged infrastructure. This infrastructure will enable IT staff to further consolidate the Fire and Police (FDPD) and Town Hall (TH) sites for many years. This consolidation will significantly reduce overall infrastructure costs, points of failure, and enable the delivery of significantly faster, more reliable, and secure services. The Simplivity CN2200 appliances and 5-year Gold Support will allow those goals to be fully realized as well as provide a significant savings over the next six year period.

- 3e. (1) Approve appropriate budget adjustments for vehicle purchase; (2) Authorize the Police Department to award the Volunteers in Police Service (VIPS) SUV Vehicle Bid (One 2014 Dodge Journey Utility Vehicle) to Red Bluff Dodge, 545 Adobe Road, Red Bluff, CA 96080, and; (3) Authorize the Town Manager to arrange financing for the remaining \$8,877 (either through lease purchase or through the Town of Paradise loaning the funds).

The purchase of a VIPS vehicle would have no impact on the General Fund. The VIPS currently have \$15,000 to use as a down payment, and the remaining \$8,877 (includes light bar) plus fees and interest would be paid by the VIPS donation fund in the form of a 5 year lease/purchase plan payment. The financing would either be added to the proposed lease

purchase detailed in a separate staff report or loaned by the Town of Paradise with the same lease purchase terms.

- 3f. (1) Authorize the award of the Police Patrol Vehicle Bid (Three 2016 Ford Interceptor Utility Vehicles) to Downtown Ford, 525 North 16th St., Sacramento CA 95811; and, (2) Authorize the Town Manager to execute documents necessary for the purchase of the vehicles. Downtown Ford is the low bidder at \$28,066.25 for each vehicle - \$84,198.75 for three vehicles. (There were three lower bids, but the bid prices could not be honored past July 31, 2015.)
- 3g. (1) Authorize the award of the Police Unmarked Investigation Vehicle Bid (Two 2014 Dodge Journey Utility Vehicles) to Red Bluff Dodge, 545 Adobe Road, Red Bluff, CA 96080. Red Bluff Dodge is the low bidder at \$21,377.00 for each vehicle - \$42,754.00 for two vehicles; and, (2) Authorize the Town Manager to execute the necessary document to purchase the vehicles.
- 3h. Authorize the Town Manager to execute the documents necessary to order and purchase a Type 1 Pierce fire engine. The total cost of the engine is \$487,550.00 and will be paid for by lease purchase.
- 3i. (1) Adopt Resolution No. 15-31, 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; (2) Authorize the Town Manager and Finance Director to approve direct charge (special assessment) changes; and, (3) Authorize the Town Manager to execute an agreement with Butte County for continued services related to the direct assessments on the property tax roll.

4. PUBLIC HEARING PROCEDURE

The Town Council has adopted the following procedure for public hearings:

- 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

5. PUBLIC HEARINGS

- 5a. (1) Conduct the duly noticed and scheduled public hearing relating to changing the name of a private road from Derrough Lane to Sir Court;

and, (2) Consider adopting Resolution No. 15-____, “A Resolution of the Town Council of the Town of Paradise Officially Changing the Name of a Certain Private Road (Derrough Lane) located in the Town of Paradise to be Henceforth Named: Sir Court.” **(ROLL CALL VOTE)**

- 5b. (1) Conduct the public hearing scheduled to solicit public comments relating to the three proposed Capital Improvement Projects (CIP) listed herein; and (2) Consider concurring with staff recommendation to file California Environmental Quality Act Notice of Exemptions for the following CIP projects: (1) Cypress Curve Realignment Project, Clark Road between Adams Road and Kimberly Lane, a road rehabilitation and realignment for purposes of safety; (2) Pearson Rd Shoulder Widening Project, Pearson Road between Clark Road and Pentz Road, a road, rehabilitation and shoulder widening for purposes of installing bicycle lanes and safety; and, (3) Clark Road Safety Enhancements, Clark Road between Bille Road and Wagstaff Road, a road rehabilitation and re-striping for the purposes of safety. **(ROLL CALL VOTE)**

6. PUBLIC COMMUNICATION

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

7. COUNCIL CONSIDERATION

- 7a. Consider (1) Adopting Resolution No. 15-____, A Resolution of the Town Council of the Town of Paradise authorizing the execution and delivery of a lease with option to purchase, and authorizing certain actions in connection therewith; and, (2) Approving recommended budget adjustments outlined under the financial impact section of the staff report. Approval will result in the Town’s ability to lease purchase vehicles and equipment. **(ROLL CALL VOTE)**

- 7b. Consider (1) Adopting Resolution 15____, A Resolution of the Town of Paradise Authorizing and Approving the Borrowing of Funds for Fiscal Year 2015-2016, the Issuance and Sale of a 2015-2016 Tax and Revenue Anticipation Note Therefore, and Approving Certain Other Actions Related thereto; **(ROLL CALL VOTE)** or (2) Refer the matter back to staff for further development. Approval authorizes an amount not to exceed \$2.7 million at a fixed interest rate of 1.35% for ten (10) months.

- 7c. Consider (1) Concurring with staff’s recommendation to contract with NorthStar Engineering to perform engineering services for the Pearson Rd Safe Routes to School (SR2S) Connectivity Project; (2) Approving a Professional Services Agreement with NorthStar Engineering in the amount of \$166,385.01 and authorizing the Town Manager to execute; and, (3) Authorizing the Town Manager to execute additional work orders

up to 10% of the contract amount. **(ROLL CALL VOTE)** The professional services agreement and respective services will be 100% funded by the State Active Transportation Program.

7d. Consider adopting Resolution No. 15-___, A Resolution of the Town Council of the Town of Paradise approving the plans and specifications for the Clark Road Safety Enhancements and authorizing advertisement for bids on the project. **(ROLL CALL VOTE)**

8. COUNCIL COMMUNICATION (Council Initiatives)

- 8a. Consider direction to staff regarding an extension to the NRWS Franchise Agreement with the Town to provide solid and vegetative waste removal and recycling services, specifically including a 15-year extension, review of agreement provisions and notice requirements. **(CULLETON)**
- 8b. Council oral reports of their representation on Committees/Commissions.
- 8c. Discussion of future agenda items.

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

- 9a. Town Manager oral reports
- 9b. Community Development Director oral reports

10. CLOSED SESSION

- 10a. Pursuant to Government Code section 54956.9(d)(1), the Town Council will hold a closed session with Town Attorney Dwight Moore and Town Manager Lauren Gill pertaining to the following existing litigation: Town of Paradise vs. Brandy L. Braun, Butte County Superior Court Case No. 164611.
- 10b. Pursuant to Government Code section 54957, the Town Council will hold a closed session relating to a performance evaluation of the Town Manager.

11. ADJOURNMENT

STATE OF CALIFORNIA) COUNTY OF BUTTE)	SS.
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	



**TOWN OF PARADISE
Council Agenda Summary
August 11, 2015**

Agenda No. 1(e)

ORIGINATED BY: David Hawks, North Division Chief

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: **Sawmill Peak Project: Commendations and Appreciation**

Background: As a result of budget cuts in 2003, staffing of the lookout tower located on Sawmill Peak had been cut. Several organizations, including Friends of Sawmill Peak and BARE on the Ridge raised the necessary funds to provide for the staffing of Sawmill Peak during the peak fire season months. Last year, through a grant from Pacific Gas & Electric Company, the Butte County Fire Department received ForestWatch cameras in several eastern foothills locations. These cameras provide a high level of early forest fire detection and provide fire personnel with intelligence regarding fires in both remote and populated regions of the County. This year, through the efforts of BARE on the Ridge, PG&E, and many individual contributions, a ForestWatch fire detection camera was installed on Sawmill Peak. The camera will provide 24/7/365 watch over the Paradise Ridge communities. Without these donations the ForestWatch camera would not have been possible.

Presentation/Discussion: The purpose of this presentation is to inform the Town Council and the public of the significant effort from many individuals and groups who have provided the cameras and solar equipment, labor, materials and ancillary accommodations to keep our Paradise community and the surrounding areas fire safe. Although many of the people and groups named below would prefer no recognition, I would like to take this opportunity to publicly thank those involved.

The following individuals and organizations have contributed significantly to the success of the Sawmill Peak camera project:

- **BARE on the Ridge, Sharon Christensen**
 - Donation: Partial funding for the project and continued system maintenance
 - BARE on the Ridge received several significant donations from area organizations including: Paradise Rotary, Red Hat Queens,
- **RW Hawkins Construction, Ron Hawkins, Ron Jones & Tom Squires.**
 - Donation: All of the labor to install the solar panels and system.
- **Alternative Energy Systems, Lance McClung & Tim Hamor**
 - Donation: 6 Solar panels valued at \$1,500
- **Comfort Inn & Suites, Sara Myers, manager**
 - Donation: 3 nights stay for the system installers
- **Black Bear Diner, Larry Lash, owner**
 - Donation: gift certificates for meals.

Other organizations providing donations and support:

- **Pacific Gas & Electric Company, Lisa Randal**
 - Donation: Donated funding for the contract with EnviroVisions to install the camera system
- **Yankee Hill Fire Safe Council, Brenda Rightmyer**
- **Butte County Fire Department**

Fiscal Impact Analysis: Because of the efforts and donations of the above individuals/groups, there is no fiscal impact to the Town. However, it is noted and appreciated that the Town and surrounding area receives a huge benefit in early smoke/forest fire detection.

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – June 29, 2015**

1. OPENING

The Adjourned Regular Meeting was called to order by Mayor Greg Bolin at 6:00 pm in the Council Chamber located at 5555 Skyway, Paradise, California. Following the Pledge of Allegiance to the Flag of the United States of America, Council Member Culleton offered an invocation.

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

STAFF PRESENT: Town Manager Gill, Town Clerk Gutierrez, Town Attorney Moore, Finance Director Will, Assistant Town Clerk Volenski, Public Works Director/Town Engineer Mattox, Unit Chief McFadden, Battalion Chief Lawrie, Police Chief Tazzari-Dineen.

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS – None.

3. CONSENT CALENDAR

Public Works Director/Town Engineer Marc Mattox provided a presentation to demonstrate the benefits of the software product offered by Accela that would automate citizen requests for public works services and track work orders. Mattox informed that this module can be used for Animal Control and Code Enforcement issues as well.

MOTION by Jones, seconded by Lotter, approved the following consent calendar items by unanimous roll call vote.

- 3a. Pursuant to Paradise Municipal Code Sections 2.45.080, authorized the Police Department to request bids for Two Used SUV Style, All-Wheel Drive, Unmarked Vehicles, with less than 20,000 miles.(480-35-02)
- 3b. Pursuant to Paradise Municipal Code Sections 2.45.070G, authorize the purchase of a digital communications software product, the "Citizen Relationship Management Module" or CRM, from Accela to automate citizen requests for public works services and to track work orders. Fiscal Impact: \$4,000 one-time implementation and \$4,800 annual subscription fee. (C07-06)

4. PUBLIC HEARING PROCEDURE

The Mayor informed the public there were no public hearing scheduled.

5. PUBLIC HEARINGS - None.

6. PUBLIC COMMUNICATION – None.

7. COUNCIL CONSIDERATION

- 7a. Following a presentation of the 2015/2016 Annual Budget Message by Town Manager Gill and Finance Director Will, with input from the department managers, the Town Council adopted the following resolutions relating to the 2015/2016 Fiscal Year budget. The proposed Town of Paradise budget totals \$18,728,374.00 and the Successor Agency budget totals \$339,518.00.
- 7b. **MOTION by Jones, seconded by Lotter**, adopted Resolution No. 15-23, A Resolution of the Town Council of the Town of Paradise Adopting the Final Budget for the Town of Paradise Including All Attachments, Appendices and other Related Documents For the 2015-2016 Fiscal Year Ending June 30, 2016 in the amount of \$18,728,374.00. Roll call vote was unanimous. (340-40-14)
- 7c. **MOTION by Jones, seconded by Lotter**, adopted Resolution No. 15-24, A Resolution of the Town Council of the Town of Paradise Approving and Adopting the Annual Appropriation Limit (EXHIBIT A) For Fiscal Year 2015 – 2016. Roll call vote was unanimous. (340-40-14)
- 7d. **MOTION by Jones, seconded by Lotter**, adopted Resolution No. 15-25, A Resolution of the Town Council of the Town of Paradise, California, Amending General Fund Reserves for Fiscal Year 2015 – 2016. Roll call vote was unanimous. (340-40-14)
- 7e. **MOTION by Jones, seconded by Lotter**, adopted Resolution No. 15-26, A Resolution of the Town Council of the Town of Paradise Approving and Adopting the Town of Paradise Capital Improvement Plan for the 2015-2016 Fiscal Year. Roll call vote was unanimous. (340-40-14 & 950-40-01)
- 7f. **MOTION by Jones, seconded by Lotter**, adopted Resolution No. 15-27, A Resolution of the Town Council of the Town of Paradise, California of Adopting the Amended Salary Pay Plan for the Town of Paradise Employees for the Fiscal Year 2015-2016. Roll call vote was unanimous. (340-40-14 & 610-10-18)

Mayor Bolin adjourned the Council Meeting and convened the Successor Agency to the Paradise Redevelopment Agency meeting at 7:34 p.m.

DIRECTORS PRESENT: Steve “Woody” Culleton, Jody Jones, Scott Lotter, John Rawlings and Greg Bolin, Chair.

- 7g. **MOTION by Culleton, seconded by Jones**, adopted Resolution No. 15-01, A Resolution of the Successor Agency to the Paradise Redevelopment Agency Adopting the Fiscal Year 2015/2016 Successor Agency to the Paradise Redevelopment Agency Budgets in the amount of \$339,518.00. Roll call vote was unanimous. (1380-30-01)

Chair Bolin adjourned the Successor Agency Meeting and reconvened the Town Council Meeting at 7:35 p.m.

8. COUNCIL COMMUNICATION (Council Initiatives)

8a. Council oral reports of their representation on Committees/Commissions.

Vice Mayor Jones attended the Butte County Air Quality Management District Meeting.

Council Member Rawlings attended an LCC policy committee meeting.

8b. Discussion of future agenda items: Crosswalks – costs and funding.

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

9a. Town Manager oral reports

9b. Community Development Director oral reports

10. CLOSED SESSION

At 7:38 p.m. Mayor Bolin announced that the Council would recess to closed session as follows:

10a. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Paradise Police Officers Association, Confidential Mid-Management Association, General Employees Unit, Police Mid-Management Unit and the Management Group.

At 7:50 p.m. Mayor Bolin reconvened the meeting. Town Attorney Moore announced that the Town Council took the following action in closed session:

MOTION by Lotter, seconded by Culleton, adopted Resolution No. 15-28, A Resolution of the Town Council of the Town of Paradise Approving the Memorandum of Understanding between the Town of Paradise and the Town of Paradise General Employees United Relating to Employment Covering the period from July 1, 2015 to June 30, 2016. Roll call vote was unanimous. (640-50-32)

11. ADJOURNMENT

Mayor Bolin adjourned the meeting at 7:51 p.m.

Date approved:

By: _____
Greg Bolin, Mayor

Joanna Gutierrez, CMC, Town Clerk

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – July 14, 2015**

1. OPENING

The Regular Town Council Meeting was called to order by Mayor Greg Bolin at 6:00 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California. Following the Pledge of Allegiance to the Flag of the United States of America, Council Member John Rawlings offered an Invocation.

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

COUNCIL MEMBERS ABSENT: Jody Jones

STAFF PRESENT: Town Clerk Joanna Gutierrez, Town Manager Lauren Gill, Town Attorney Dwight Moore, Housing Supervisor Kate Anderson, Finance Director Gina Will, HR Manager Crystal Peters, Community Development Director Craig Baker, Public Works Director Marc Mattox, Assistant Town Clerk Dina Volenski, Police Chief Gabriela Tazzari-Dineen.

Presentations

- (1) Butte County Tourism Business Improvement District by Casey Hatcher; and,
- (2) Northern Recycling and Waste Services Annual Report for 2014 by Doug Speicher and Jennifer Arbuckle. NRWS is the Town of Paradise franchisee solid waste, vegetative waste and recycling services provider. (940-10-20)

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS – None.

3. CONSENT CALENDAR

MOTION by Culleton, seconded by Lotter, approved all consent calendar items by unanimous roll call vote; Jones absent and not voting.

- 3a. Approved Minutes from the Regular June 9, 2015 Town Council Meeting.
- 3b. Approved cash disbursements for June 2015 in the amount of \$870,638.56. (310-10-30)
- 3c. Adopted the 2015 ADA Self-Evaluation & Transition Plan. (550-30-02)
- 3d. Adopted Resolution No. 15-29, A Resolution of Intention of the Town Council to Set a Public Hearing to Consider Renaming an Existing Private Road (Derrough Lane) Located Within the Town of Paradise to “Sir Court.” (950-65-06)

Mayor Bolin called for a five-minute recess at 7:15 pm and reconvened the meeting at 7:20 p.m.

4. PUBLIC HEARING PROCEDURE

There are no public hearings scheduled on this agenda.

5. PUBLIC HEARINGS - None.

6. PUBLIC COMMUNICATION

1. Tom Kelly addressed the Council regarding the Fire Safe Council efforts to obtain a fire wise community status for the region that includes obtaining grants for fuel clearances and making over 2,000 presentations to the community and that those efforts have resulted in a change to the fire map that is of benefit to the community.

2. Thomas Wahl addressed Council regarding a desire to change his street address.

Manager Gill suggested that Mr. Wahl come to Town Hall to determine the planning procedure required for an address change and introduced Craig Baker, the town's community development department's director.

7. COUNCIL CONSIDERATION

- 7a. **MOTION by Lotter, seconded by Bolin**, adopted the Post-Construction Standards Plan as required by the State Regional Water Quality Control Board / Town of Paradise Small SM4 Phase II Permit. Roll call vote was unanimous; Jones absent. (960-50-01)

The purpose of this document is to provide project proponents and municipal plan checkers with information on how to meet the State Water Board's requirements for mitigating the negative impact of increases in storm water runoff caused by new development and redevelopment.

8. COUNCIL COMMUNICATION (Council Initiatives)

- 8a. Council concurred to designate John Rawlings as the voting delegate and Jody Jones as alternate voting delegate regarding the League of California Cities proposed resolution for the 2015 annual conference. (150-50-65)

- 8b. Council oral reports of their representation on Committees/Commissions.

Council Member Culleton attended a luncheon in Orland scheduled for local elected to meet with Assemblyman Gallagher and stated that they talked about a sewer for the Town.

Council Member Rawlings attended the Downtown Destination and Tourism Business Improvement District (TBID) meetings; an LCC policy committee meeting; and two 4th of July events in Paradise, one at the Town Hall for the dedication of the flag pole and

landscape project by Anthony Lindsey, an Eagle Scout community project; and a second at the VFW for dedication of a bench built by Stanley D. McEtchin to the WWII First Special Service Force.

Mayor Bolin attended the two dedication events scheduled for the 4th of July (flagpole and bench) and commended the Paradise of Flags program for the display of flags along the Skyway corridor.

8c. Discussion of future agenda items

Council Member Culleton requested discussion relating to the provision in the franchise agreement that allows a three-year extension of the solid waste franchise agreement with NRWS.

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

9a. Town Manager oral reports

9b. Community Development Director oral reports

CDD Director Baker informed of the following projects in progress in the town: Rent-A-Center in the K-Mart center; Donna's Kitchen on lower Clark at the site where the Rockin' Rooster was located; Pheasant Ridge Commons will have a Certificate of Occupancy by September 1st; Planning Commission approved the Hays parcel map for commercial property at 5400 Clark Road; Verizon is placing a cell tower at Elliott-Skyway behind the Extra Storage business; Lynn's Paradise Plaza is in planning stages to remodel the Optimo and add two drive through restaurants, and is scheduled for review by the Planning Commission on July 21st; a dental office is planned for development behind the Wells Fargo bank next to Holiday Market on Skyway, a 6700 square foot building; Code enforcement is focusing on blighted properties; the development of online fillable forms for onsite evaluators is in progress; and the development process handbook is in the process of being updated for posting on the website as an indexed document.

10. CLOSED SESSION

At 8:10 p.m. Mayor Bolin announced that the Town Council would hold a closed session for the following matters:

10a. Pursuant to Government Code section 54956.9(d)(1), Town Council will hold a closed session with the Town Attorney and Town Manager pertaining to the following existing litigation: Russell v Butte County, Town of Paradise U.S. District Court, Eastern District of Cal. Case No. 2:14-CV-00694-TLN-CMK.

10b. 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: Assessor Parcel No. 055-180-076 (western portion)
Assessor Parcel No. 055-180-077 at 951 American Way
Town Negotiator: Lauren M. Gill
Private Property Negotiating Party: M. C. Horning, Jr.
Issue: Terms

Mayor Bolin reconvened the Council Meeting at 8:35 pm. Town Attorney Moore announced that an update was provided to the Council on the litigation and direction was given to the town negotiator, and no action was taken.

11. ADJOURNMENT

Mayor Bolin adjourned the meeting at 8:36 pm.

Date approved:

By: _____
Greg Bolin, Mayor

Joanna Gutierrez, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
JULY 1, 2015 - JULY 31, 2015

July 1, 2015 - July 31, 2015

Check Date	Pay Period End	DESCRIPTION	AMOUNT
07/03/15	06/28/15	Net Payroll - Direct Deposits & Checks	\$119,122.33
07/17/15	07/12/15	Net Payroll - Direct Deposits & Checks	\$114,411.54
07/31/15	07/26/15	Net Payroll - Direct Deposits & Checks	\$119,897.31
TOTAL NET WAGES PAYROLL			\$353,431.18

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$314,028.18
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$2,453,685.57
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$2,767,713.75</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$3,121,144.93</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: 7/1/2015 - To Payment Date: 7/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
Check									
62752	07/01/2015	Open			Accounts Payable	BRUNO, SHERRY	\$118.37		
62753	07/01/2015	Open			Accounts Payable	BUZZARD, CHRIS	\$741.23		
62754	07/01/2015	Open			Accounts Payable	DERR, PAUL	\$425.25		
62755	07/01/2015	Open			Accounts Payable	DINSMORE, WESLEY	\$963.59		
62756	07/01/2015	Open			Accounts Payable	HAUNSCHILD, MARK	\$424.55		
62757	07/01/2015	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
62758	07/01/2015	Open			Accounts Payable	HOUSEWORTH, JERILYN	\$170.85		
62759	07/01/2015	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
62760	07/01/2015	Open			Accounts Payable	MOORE, DWIGHT, L.	\$13,800.00		
62761	07/01/2015	Open			Accounts Payable	SBA Monarch Towers III LLC	\$121.67		
62762	07/01/2015	Open			Accounts Payable	WEGENER, WILL	\$331.21		
62763	07/01/2015	Open			Accounts Payable	WESTAMERICA BANK	\$770.70		
62764	07/03/2015	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$800.00		
62765	07/03/2015	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$402.52		
62766	07/06/2015	Open			Accounts Payable	BLOOD SOURCE	\$54.00		
62767	07/06/2015	Open			Accounts Payable	Met Life	\$7,882.07		
62768	07/06/2015	Open			Accounts Payable	OPERATING ENGINEERS	\$616.00		
62769	07/06/2015	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$1,991.26		
62770	07/06/2015	Open			Accounts Payable	SUN LIFE INSURANCE	\$3,752.48		
62771	07/06/2015	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$668.62		
62772	07/06/2015	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$110.00		
62773	07/09/2015	Open			Accounts Payable	ACE RENTALS	\$32.96		
62774	07/09/2015	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
62775	07/09/2015	Open			Accounts Payable	ALHAMBRA	\$23.31		
62776	07/09/2015	Open			Accounts Payable	ALLIANT INSURANCE	\$3,851.00		
62777	07/09/2015	Open			Accounts Payable	ANDERSON, KATE	\$236.28		
62778	07/09/2015	Open			Accounts Payable	AT&T	\$106.67		
62779	07/09/2015	Open			Accounts Payable	AT&T CALNET 2-REPEATER LINES	\$204.21		
62780	07/09/2015	Open			Accounts Payable	AT&T LONG DISTANCE	\$31.38		
62781	07/09/2015	Open			Accounts Payable	AT&T MOBILITY	\$54.00		
62782	07/09/2015	Open			Accounts Payable	AT&T-COMMUNITY PARK	\$17.01		
62783	07/09/2015	Open			Accounts Payable	AT&T/CAL NET 2	\$2,358.57		
62784	07/09/2015	Open			Accounts Payable	Azco Supply Inc	\$633.08		
62785	07/09/2015	Open			Accounts Payable	BASIC LABORATORY	\$881.00		
62786	07/09/2015	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$40,000.00		
62787	07/09/2015	Open			Accounts Payable	Big O Tires	\$15.00		
62788	07/09/2015	Open			Accounts Payable	BURTON'S FIRE, INC.	\$670.34		
62789	07/09/2015	Open			Accounts Payable	BUTTE CO RECORDER	\$120.00		
62790	07/09/2015	Open			Accounts Payable	Butte County Office of Emergency Management	\$1,682.45		
62791	07/09/2015	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$32.00		
62792	07/09/2015	Open			Accounts Payable	CREATIONS ENGRAVING	\$21.55		
62793	07/09/2015	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$68,737.70		
62794	07/09/2015	Open			Accounts Payable	DON'S SAW & MOWER	\$48.60		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 7/1/2015 - To Payment Date: 7/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
62795	07/09/2015	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$421.19		
62796	07/09/2015	Open			Accounts Payable	EXPRESS LUBE & OIL, ,	\$196.35		
62797	07/09/2015	Open			Accounts Payable	GENESIS SOCIETY	\$500.00		
62798	07/09/2015	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$118.81		
62799	07/09/2015	Open			Accounts Payable	HELENA SPECIALTY PRODUCTS	\$464.40		
62800	07/09/2015	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$1,891.53		
62801	07/09/2015	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$264.13		
62802	07/09/2015	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$150.00		
62803	07/09/2015	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$42.37		
62804	07/09/2015	Open			Accounts Payable	MATT WOLFE	\$432.00		
62805	07/09/2015	Open			Accounts Payable	MCDONALD CONSTRUCTION	\$10,663.20		
62806	07/09/2015	Open			Accounts Payable	Meeks Lumber & Hardware	\$214.96		
62807	07/09/2015	Open			Accounts Payable	MID VALLEY TERMITE	\$145.00		
62808	07/09/2015	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$40,000.00		
62809	07/09/2015	Open			Accounts Payable	MUNICIPAL CODE CORP	\$336.96		
62810	07/09/2015	Open			Accounts Payable	NORTHERN CALIFORNIA FENCE	\$729.73		
62811	07/09/2015	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$6,194.49		
62812	07/09/2015	Open			Accounts Payable	O'REILLY AUTO PARTS	\$15.54		
62813	07/09/2015	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$18.71		
62814	07/09/2015	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$160.17		
62815	07/09/2015	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$593.34		
62816	07/09/2015	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$81.29		
62817	07/09/2015	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$560.00		
62818	07/09/2015	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$1,335.00		
62819	07/09/2015	Open			Accounts Payable	R.D. Robbins Construction	\$5,800.00		
62820	07/09/2015	Open			Accounts Payable	R.D. Robbins Construction	\$1,445.00		
62821	07/09/2015	Open			Accounts Payable	RE CONSTRUCTION	\$430.00		
62822	07/09/2015	Open			Accounts Payable	Riebes Auto Parts	\$138.64		
62823	07/09/2015	Open			Accounts Payable	RON'S WHEEL & BRAKE	\$923.71		
62824	07/09/2015	Open			Accounts Payable	ROWE, STEVE	\$87.76		
62825	07/09/2015	Open			Accounts Payable	SKYWAY AUTO TUNE	\$261.00		
62826	07/09/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$326.62		
62827	07/09/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$140.74		
62828	07/09/2015	Open			Accounts Payable	TOM'S TREE SERVICE	\$910.42		
62829	07/09/2015	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
62830	07/09/2015	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$219.19		
62831	07/09/2015	Open			Accounts Payable	VistaNet Inc.	\$593.28		
62832	07/09/2015	Open			Accounts Payable	WAYNE MURPHY	\$3,030.50		
62833	07/17/2015	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$800.00		
62834	07/17/2015	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$402.52		
62835	07/23/2015	Open			Accounts Payable	A Stitch Above Embroidery & Shirt Printing	\$436.26		
62836	07/23/2015	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$16.00		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 7/1/2015 - To Payment Date: 7/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
62837	07/23/2015	Open			Accounts Payable	ANDORA MEDIA	\$46.11		
62838	07/23/2015	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$124.02		
62839	07/23/2015	Open			Accounts Payable	AT&T	\$1,019.40		
62840	07/23/2015	Open			Accounts Payable	B.I.N.T.F.	\$8,000.00		
62841	07/23/2015	Open			Accounts Payable	BATTERIES PLUS	\$28.97		
62842	07/23/2015	Open			Accounts Payable	Big O Tires	\$257.95		
62843	07/23/2015	Open			Accounts Payable	BOYS AND GIRLS CLUB	\$811.11		
62844	07/23/2015	Open			Accounts Payable	Brookfield, Lisa	\$30.00		
62845	07/23/2015	Open			Accounts Payable	BUTTE CO TREASURER	\$25,788.77		
62846	07/23/2015	Open			Accounts Payable	BUTTE COLLEGE, PUBLIC SERVICE CENTER	\$150.00		
62847	07/23/2015	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$221,738.00		
62848	07/23/2015	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$101.00		
62849	07/23/2015	Open			Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION	\$649.00		
62850	07/23/2015	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$445.69		
62851	07/23/2015	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,167.00		
62852	07/23/2015	Open			Accounts Payable	CATALYST WOMEN'S ADV. INC.	\$1,739.00		
62853	07/23/2015	Open			Accounts Payable	CLARK ROAD ANIMAL HOSPITAL	\$217.52		
62854	07/23/2015	Open			Accounts Payable	COMCAST CABLE	\$83.89		
62855	07/23/2015	Open			Accounts Payable	COMCAST CABLE	\$303.89		
62856	07/23/2015	Open			Accounts Payable	COMCAST CABLE	\$288.89		
62857	07/23/2015	Open			Accounts Payable	COMPANIONS ANIMAL HOSPITAL	\$73.50		
62858	07/23/2015	Open			Accounts Payable	CONTRA COSTA COUNTY SHERIFF'S OFFICE	\$324.00		
62859	07/23/2015	Open			Accounts Payable	CONTRA COSTA COUNTY SHERIFF'S OFFICE	\$324.00		
62860	07/23/2015	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$10,000.00		
62861	07/23/2015	Open			Accounts Payable	DAVIS, BOBBY	\$10.00		
62862	07/23/2015	Open			Accounts Payable	DIVISION OF THE STATE ARCHITECT	\$4.20		
62863	07/23/2015	Open			Accounts Payable	DODGE, JEFFREY, L.	\$67.00		
62864	07/23/2015	Open			Accounts Payable	DON'S SAW & MOWER	\$530.27		
62865	07/23/2015	Open			Accounts Payable	ENTENMANN-ROVIN COMPANY	\$101.76		
62866	07/23/2015	Open			Accounts Payable	Entersect	\$84.95		
62867	07/23/2015	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$158.11		
62868	07/23/2015	Open			Accounts Payable	EXPRESS LUBE & OIL, ,	\$155.65		
62869	07/23/2015	Open			Accounts Payable	FERGUSON ENTERPRISES INC	\$0.49		
62870	07/23/2015	Voided	Incorrect Vendor	07/28/2015	Accounts Payable	FIDELITY NATIONAL TITLE COMPANY - CHICO	\$40,000.00		
62871	07/23/2015	Open			Accounts Payable	FLORES, LUIS, A.	\$105.00		
62872	07/23/2015	Open			Accounts Payable	FLORES, TIMOTHY, C.	\$89.00		
62873	07/23/2015	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$103.86		
62874	07/23/2015	Open			Accounts Payable	GRIGG, JAMES	\$116.00		
62875	07/23/2015	Open			Accounts Payable	HireRight, Inc.	\$38.75		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 7/1/2015 - To Payment Date: 7/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
62876	07/23/2015	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$2,841.35		
62877	07/23/2015	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$597.13		
62878	07/23/2015	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$75.00		
62879	07/23/2015	Open			Accounts Payable	JENKINS, MICHAEL	\$168.00		
62880	07/23/2015	Open			Accounts Payable	JOHN REGH INLAND LEASING	\$427.85		
62881	07/23/2015	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$4,022.50		
62882	07/23/2015	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$1,108.40		
62883	07/23/2015	Open			Accounts Payable	LIEBERT CASSIDY WHITMORE	\$4,100.00		
62884	07/23/2015	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
62885	07/23/2015	Open			Accounts Payable	MARK THOMAS & COMPANY INC	\$11,527.07		
62886	07/23/2015	Open			Accounts Payable	MENDON'S NURSERY	\$45.64		
62887	07/23/2015	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$225.00		
62888	07/23/2015	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$66,547.55		
62889	07/23/2015	Open			Accounts Payable	NCCSIF TREASURER	\$198,663.50		
62890	07/23/2015	Open			Accounts Payable	NORTH STATE RENDERING INC	\$60.00		
62891	07/23/2015	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$5,282.66		
62892	07/23/2015	Open			Accounts Payable	NORTHSTAR ENGINEERING INC	\$1,166.93		
62893	07/23/2015	Open			Accounts Payable	O'REILLY AUTO PARTS	\$279.15		
62894	07/23/2015	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$591.40		
62895	07/23/2015	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$11,452.66		
62896	07/23/2015	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$549.75		
62897	07/23/2015	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$213.17		
62898	07/23/2015	Open			Accounts Payable	PARADISE RECREATION & PARK DISTRICT	\$1,876.00		
62899	07/23/2015	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$880.00		
62900	07/23/2015	Open			Accounts Payable	PERKINS MOBILE AUTO GLASS	\$210.00		
62901	07/23/2015	Open			Accounts Payable	PETTY CASH CUSTODIAN, HELEN CHEUNG	\$39.64		
62902	07/23/2015	Open			Accounts Payable	PETTY CASH CUSTODIAN, SHIRLEY KAMM	\$62.63		
62903	07/23/2015	Open			Accounts Payable	RAMOS, DANIEL J.	\$77.00		
62904	07/23/2015	Open			Accounts Payable	Riebes Auto Parts	\$126.01		
62905	07/23/2015	Open			Accounts Payable	RON'S WHEEL & BRAKE	\$311.81		
62906	07/23/2015	Open			Accounts Payable	Sacramento Sheriff Department Training Trust Fund	\$115.00		
62907	07/23/2015	Open			Accounts Payable	SAFEGUARD FIRE PROTECTION	\$665.45		
62908	07/23/2015	Open			Accounts Payable	SALVATION ARMY	\$915.20		
62909	07/23/2015	Open			Accounts Payable	SIEMENS INDUSTRY, INC	\$5,008.96		
62910	07/23/2015	Open			Accounts Payable	SIERRA SAFETY ASSOCIATES	\$148.86		
62911	07/23/2015	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$55.00		
62912	07/23/2015	Open			Accounts Payable	SKYWAY AUTO TUNE	\$281.57		
62913	07/23/2015	Open			Accounts Payable	STARR, RUSSELL	\$20.00		
62914	07/23/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$55.39		
62915	07/23/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$217.93		

CASH DISBURSEMENTS REPORT

From Payment Date: 7/1/2015 - To Payment Date: 7/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
62916	07/23/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$165.88		
62917	07/23/2015	Open			Accounts Payable	TURNBOW, DEBBIE	\$57.00		
62918	07/23/2015	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$951.32		
62919	07/23/2015	Open			Accounts Payable	VERIZON WIRELESS	\$656.15		
62920	07/23/2015	Open			Accounts Payable	VERIZON WIRELESS	\$294.62		
62921	07/23/2015	Open			Accounts Payable	VERIZON WIRELESS	\$247.71		
62922	07/23/2015	Open			Accounts Payable	Vigilant Canine Services	\$1,050.00		
62923	07/23/2015	Open			Accounts Payable	YOUTH FOR CHANGE	\$1,879.78		
62924	07/23/2015	Open			Accounts Payable	ZUMAR INDUSTRIES	\$135.23		
62925	07/28/2015	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$40,000.00		
62926	07/31/2015	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$402.52		
Type Check Totals:					175 Transactions		\$919,503.89		
EFT									
324	07/03/2015	Open			Accounts Payable	CALPERS - RETIREMENT	\$34,137.29		
325	07/03/2015	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$5,111.31		
326	07/03/2015	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$4,304.06		
327	07/03/2015	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$21,656.46		
328	07/06/2015	Open			Accounts Payable	CALPERS	\$117,051.55		
329	07/07/2015	Open			Accounts Payable	STATE BOARD OF EQUALIZATION	\$1,246.00		
330	07/16/2015	Open			Accounts Payable	CALPERS	\$5,950.00		
331	07/14/2015	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$750.00		
332	07/17/2015	Open			Accounts Payable	CALPERS - RETIREMENT	\$27,411.81		
333	07/17/2015	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,916.44		
334	07/17/2015	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$4,352.00		
335	07/17/2015	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$20,638.68		
336	07/23/2015	Open			Accounts Payable	CALPERS - RETIREMENT	\$658,895.00		
337	07/30/2015	Open			Accounts Payable	WELLS FARGO BANK NA	\$925,222.67		
338	07/31/2015	Open			Accounts Payable	CALPERS - RETIREMENT	\$26,303.15		
339	07/31/2015	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$5,432.84		
340	07/31/2015	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$3,059.13		
341	07/31/2015	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$21,771.47		
Type EFT Totals:					18 Transactions		\$1,888,209.86		
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	174	\$879,503.89	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$40,000.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	175	\$919,503.89	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	18	\$1,888,209.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	18	\$1,888,209.86	\$0.00

CASH DISBURSEMENTS REPORT

From Payment Date: 7/1/2015 - To Payment Date: 7/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:									
All									
							Transaction Amount	Reconciled Amount	
		Open					\$2,767,713.75	\$0.00	
		Reconciled					\$0.00	\$0.00	
		Voided					\$40,000.00	\$0.00	
		Stopped					\$0.00	\$0.00	
		Total					\$2,807,713.75	\$0.00	
Checks									
		Open					\$879,503.89	\$0.00	
		Reconciled					\$0.00	\$0.00	
		Voided					\$40,000.00	\$0.00	
		Stopped					\$0.00	\$0.00	
		Total					\$919,503.89	\$0.00	
EFTs									
		Open					\$1,888,209.86	\$0.00	
		Reconciled					\$0.00	\$0.00	
		Voided					\$0.00	\$0.00	
		Total					\$1,888,209.86	\$0.00	
All									
		Open					\$2,767,713.75	\$0.00	
		Reconciled					\$0.00	\$0.00	
		Voided					\$40,000.00	\$0.00	
		Stopped					\$0.00	\$0.00	
		Total					\$2,807,713.75	\$0.00	



TOWN OF PARADISE
Council Agenda Summary
Date: August 11, 2015

Agenda No. 3(c)

ORIGINATED BY: Susan Hartman, Assistant Planner

REVIEWED BY: Lauren Gill, Town Manager
Dwight Moore, Town Attorney

SUBJECT: Adopt a Revised Resolution Authorizing Preparation & Submittal of Grant Applications to CalRecycle and Other State Agencies

COUNCIL ACTION REQUESTED:

Adopt a **MOTION TO:**

1. Adopt Town of Paradise Resolution No. 15-_____, “A Resolution of the Town of Paradise Authorizing Preparation & Submittal of Fund Applications to CalRecycle and Other State Agencies”; **OR**
2. Adopt an alternative directive to town staff concerning this agenda item.

BACKGROUND: During its meeting on September 14, 2010, the Town Council adopted Town Resolution No. 10-29, a resolution of the Town Council of the Town of Paradise authorizing preparation & submittal of grant fund applications to CalRecycle and other state agencies. The 2010 adopted resolution authorization was limited to a five year time period and therefore must be renewed by September 14, 2015.

DISCUSSION: Due to the pending expiration of Resolution No. 10-20, town staff has generated a revised resolution document that is attached to this council agenda summary and is recommended for Town Council consideration and adoption. If adopted by the Town Council, this resolution authorizes Northern Recycling & Waste Services (NRWS) to prepare and the Town Manager to execute and submit applications for grant funds to CalRecycle as well as the State Department of Conservation, and/or other State grant funding agencies for all grants for which the Town of Paradise is eligible. In addition, if adopted, the revised resolution will extend authorization to NRWS to prepare and submit grant applications for as long as they hold the solid waste franchise.

FINANCIAL IMPACT: Approval of this agenda item as recommended will not result in any financial impact upon the town’s general fund.

Attachment

**TOWN OF PARADISE
RESOLUTION NO. 15-39**

**A RESOLUTION OF THE TOWN OF PARADISE AUTHORIZING PREPARATION &
SUBMITTAL OF FUND APPLICATIONS TO CALRECYCLE AND OTHER STATE
AGENCIES**

WHEREAS, the California Public Resources Code authorizes CalRecycle and the State Department of Conservation to administer various grant fund programs in furtherance of the State of California's [State] efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving land fill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle and the State Department of Conservation are required to establish procedures governing the application, awarding, and management of the grant funds programs; and

WHEREAS, grant application procedures require the Town Council as the applicant's governing body to authorize by resolution its approval for submittal of the grant fund applications, and the designation by job title of the individual authorized to execute all grant fund documents on behalf of the Town of Paradise; and

WHEREAS, the Town of Paradise has an existing and duly executed franchise agreement with Northern Recycling & Waste Services [NRWS] whereby NRWS is obligated to prepare on behalf of the Town of Paradise, annual waste management reports and related grant fund applications for submittal to CalRecycle and the State Department of Conservation.

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

Section 1. As of September 14, 2015 the Town Council authorizes NRWS to prepare and the Town Manager to execute and submit application(s) to CalRecycle, the State Department of Conservation, and/or other State grant funding agencies for all grants for which the Town of Paradise is eligible; and that this authorization is effective through the remanding term of the franchise agreement with NRWS beyond subject date of authorization.

Section 2. The Town Manager is hereby authorized and empowered to execute on behalf of the Town of Paradise all grant documents, including but not limited to: applications, agreements, amendments and requests for payment, necessary to secure grant funds and to implement any approved grant project.

**TOWN OF PARADISE
RESOLUTION NO. 15-___**

PASSED AND ADOPTED by the Town Council of the Town of Paradise, State of California, this 11th day of August, 2015 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Greg Bolin, Mayor

ATTEST:

Joanna Gutierrez, Town Clerk

APPROVED AS TO FORM:

Dwight Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: August 11, 2015**

Agenda Item: 3(d)

Originated by: Josh Marquis, IT Manager
Reviewed by: Lauren Gill, Town Manager
Subject: Award 15/16 Simplivity Bid to Optitec Systems

Council Action Requested:

1. Award the 15/16 Simplivity Bid to Optitec Systems in the amount of \$92,992.02.
2. Authorize the Town Manager to purchase.

Alternatives:

1. Provide staff with alternate direction.

Background/Discussion:

Simplivity is a hardware and software vendor that specializes in delivering hyperconverged infrastructure. Omnistack will be a part of our virtual cloud and will eliminate the need for additional products which significantly reduces costs. For example, Omnistack provides hypervisor, computing resources, storage services, network switching, WAN optimization, primary storage deduplication, backup deduplication, caching, cloud gateway, and replication.

The Town infrastructure is currently set up in two separate networks which are semi-autonomous. This separation was previously necessary due to cost constraints but recent technology has made consolidation not only feasible but also cheaper. For example, we will no longer have to purchase backup tapes as data will be replicated between both sites, no longer purchase duplicate hardware, and no longer purchase duplicate licenses.

IT staff has been working towards consolidating the Fire and Police (FDPD) and Town Hall (TH) sites for many years. This consolidation will significantly reduce overall infrastructure costs, points of failure, and enable the delivery of significantly faster, more reliable, and secure services. The (3) Simplivity CN2200 appliances and 5 year Gold Support will allow those goals to be fully realized.

IT staff published a bid notice in the local newspaper and on our website. We also sent the notice to 8 vendors who requested the bid. We received one bid from Optitec Systems which was for the amount budgeted. The published bid notice and the received bid are included.

Fiscal Impact Analysis:

This item was included in the 2015/2016 budget and is part of an IT consolidation plan that will result in significant savings over the next six years.



Request for Bid

The Town Council of the Town of Paradise invites sealed bids for (3) Simplivity OmniCube CN-2200's configured with 8 cores, 128GB RAM, 8x1TB HDD, and 2x400GB SSD or its equivalent and 5 years of Simplivity Gold Support or its equivalent. All bids must be for new equipment only, include any taxes and shipping, and be valid until September 1, 2015.

Please direct any questions to IT Manager, Josh Marquis, at 530-872-6291 extension 100 or support@townofparadise.com.

All bids must be in a sealed envelope marked **15/16 Simplivity Bid** and be delivered to the Town of Paradise, Town Clerk's Office, 5555 Skyway, Paradise, CA 95969 by July 29, 2015 up to the hour of 1:00PM, at which time they will be opened. A recommended award of contract, along with all bids submitted, will be presented to the Town Council of the Town of Paradise.

The Town of Paradise reserves the right to reject any or all bids and waive any non-material informality in any bid.

Josh Marquis
IT Manager

Dated: July 15th, 2015
Publish: July 18th, 2015

BID SUMMARY GENERAL

PROJECT NAME: COMPUTER HARDWARE AND SUPPORT SERVICES (IT)

OPENING DATE: July 29, 2015 @ 1:00 p.m.

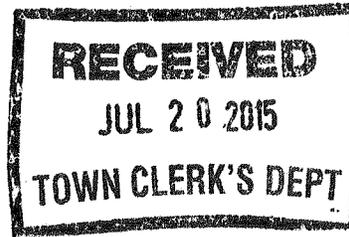
LOCATION: Town Clerk's Office

CONTRACTOR Name of Bidder	BASE BID	Alternate 1 (If Applicable)	Alternate 2 (If Applicable)
<i>OPTITEC - San Jose</i>	<i>92,992.02</i>	<i>includes tax & shipping</i>	

Present at Opening: *Janna & Dina*



1164 Lago Ct., San Jose, CA 95121 t.(408)717-4444



QUOTE

Number OSIQ1559

Date Jul 16, 2015

<p>Sold To</p> <p>Town of Paradise Josh Marquis 5555 Skyway Paradise, CA 95969</p> <p>Phone Fax</p>

<p>Ship To</p> <p>Town of Paradise Josh Marquis 5555 Skyway Paradise, CA 95969</p> <p>Phone Fax</p>

Salesperson		P.O. Number	Ship Via	Terms
Bill Parrish				Net 30
Line	Qty	Description	Unit Price	Ext. Price
1	3	CN2200-1aac-CN2200 8 core, 128 GB RAM 8X1 TB HDD 2x400GB SSD	\$21,969.23	\$65,907.69
2	3	CN2200-1aac-G5-5 year Gold Support for CN2200 core, 128 GB 8X1 TB HDD 2x400GB SSD	\$6,829.29	\$20,487.87

Shipping and 5 year maintenance is included in this quote.

SubTotal	\$86,395.56
Tax	\$6,096.46
Shipping	\$500.00
Total	\$92,992.02

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.





**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: August 11, 2015**

AGENDA ITEM: 3(e)

ORIGINATED BY: Gabriela Tazzari-Dineen, Chief of Police

REVIEWED BY: Lauren Gill, Town Manager

COUNCIL ACTION REQUESTED:

- (1) Approve appropriate budget adjustments for automobile purchase, and;
- (2) Authorize the Police Department to award the White VIPS SUV Vehicle Bid (One 2014 Dodge Journey Utility Vehicle) to Red Bluff Dodge, 545 Adobe Road, Red Bluff, CA 96080, and;
- (3) Authorize the Town Manager to arrange financing for the remaining \$8,877 (either through lease purchase or through the Town of Paradise loaning the funds to be paid back in full through the VIPS donation fund); or

ALTERNATIVES:

Refer the Vehicle Purchase Plan Back to Staff for Further Development.

BACKGROUND:

The Paradise Volunteers in Police Service (VIPS) have assisted the Department in providing service for the Paradise Community since 1999. The VIPS assist the Police Department during the course of various routine and emergency circumstances, such as special events, disasters, road closures, vehicle accidents and vacation house checks; to name a few.

The VIPS have two vehicles to accomplish their mission; one vehicle is a 2006 Ford Explorer and the second is a 2000 Ford Crown Victoria (a decommissioned patrol vehicle) with over 160,000 miles. In 2006, the VIPS collected donations that assisted the Town in making payments in the purchase of the 2006 Ford Explorer. That vehicle is paid in full.

Over the past year, the VIPS have been collecting donations to purchase another vehicle to replace the 2000 Ford Victoria. To date, they have collected \$15,000 for a down payment for a used 2014 Dodge Journey with less than 20,000 miles. The remainder of the balance, which will include \$2,500.00 to equip the vehicle with an amber emergency light bar, would be paid by VIPS donations over a five year lease/purchase plan.

Requests for Bids were sent out with a bid opening date of July 29, 2015, at 1:00 PM. On July 29, 2015 at 1:00 PM the bids were opened in the Clerk's Office. Red Bluff Dodge was the low bidder at \$21,377.00.

DISCUSSION:

To retain vehicles in our patrol fleet that exceeds 100,000 miles has proven to increase our maintenance cost, which impacts the General Fund, impacts the reliability for in-service usage and potentially increases our liability due to component / system failure. It would be cost effective to replace the 2000 Ford Crown Victoria with a 2014 Dodge Journey.

FINANCIAL IMPACT:

The purchase of a VIPS vehicle would have no impact on the General Fund. The VIPS currently have \$15,000 to use as a down payment, and the remaining \$8,877 (includes light bar) plus fees and interest would be paid by the VIPS donation fund in the form of a 5 year lease/purchase plan payment. The financing would either be added to the proposed lease purchase detailed in a separate staff report or loaned by the Town of Paradise with the same lease purchase terms.

BID SUMMARY GENERAL

PROJECT NAME: PD-THREE (3) USED SUV VEHICLES WITH LESS THAN 20,000 MILES

OPENING DATE: July 29, 2015 @ 1:00 p.m.

LOCATION: Town Clerk's Office

CONTRACTOR Name of Bidder	BASE BID	Alternate 1 (If Applicable)	Alternate 2 (If Applicable)
1. Geweke Ford-Kia	27,913. ⁷⁹	includes tax & tire fee	
2. Oro Dam Auto Center	33,886. ²⁸	includes tax & delivery	
3. Red Bluff Dodge	21,377. ⁰⁰	includes tax & delivery	64,131. ⁰⁰
4. Harrold Ford	∅		
5. Oroville Ford	∅		
6. Corning Ford	∅		
7. Sacramento Ford	1. 21,998.-	1. 24,197.80	
	2. 28,999.-	2. 31,898.90	
	3. 32,999.-	3. 36,298.90	
	4. 33,799.-	4. 37,178.90	
	5. 34,999.-	5. 38,498.90	
8. Downtown Ford	∅		

Present at Opening:

BID SUMMARY GENERAL

PROJECT NAME: PD-THREE (3) USED SUV VEHICLES WITH LESS THAN 20,000 MILES

OPENING DATE: July 29, 2015 @ 1:00 p.m.

LOCATION: Town Clerk's Office

CONTRACTOR Name of Bidder	BASE BID	Alternate 1 (If Applicable)	Alternate 2 (If Applicable)
9. Future Ford Lincoln	Ø		
10. Gridley Country Ford	Ø		
11. Ron DuPratt Ford.	Ø		

Present at Opening:

Page 2 of 2



**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: August 11, 2015**

AGENDA ITEM: 3(f)

ORIGINATED BY: Gabriela Tazzari-Dineen, Chief of Police

REVIEWED BY: Lauren Gill, Town Manager

COUNCIL ACTION REQUESTED:

- (1) Authorize the Police Department to award the Police Patrol Vehicle Bid (Three 2016 Ford Interceptor Utility Vehicles) to Downtown Ford, 525 North 16th St., Sacramento, CA 95811.

ALTERNATIVES:

Refer the Vehicle Purchase Plan Back to Staff for Further Development.

BACKGROUND:

In the November 2014 election the citizens of Paradise elected to pass Measure “C”; a half cent 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 29, 2015, the Town Council met during a special council meeting and approved the FY 15/16 budget which included the Measure C committee’s recommendation and expenditure of funds for the purchase of police patrol vehicles.

As a result of the approved budget, Requests for Bids were sent out with a bid opening date of July 29, 2015, at 1:00 PM. On July 29, 2015 at 1:00 PM the bids were opened at the Clerk’s Office. Downtown Ford was the low bidder at \$28,066.25 for each vehicle (or \$84,198.75 for three vehicles). There were three lower bids, but the bid prices could not be honored past July 31, 2015.

DISCUSSION:

To retain vehicles in our patrol fleet that exceeds 100,000 miles has proven to increase our maintenance cost, which impacts the General Fund, impacts the reliability for in-service usage and potentially increases our liability due to component / system failure. We are in the fortunate position, due to the passing of Measure “C”, to purchase police vehicles.

FINANCIAL IMPACT:

The purchase of three vehicles will cost a total of \$84,198.75, which would be purchased on a five (5) year lease. The details of this lease are covered in a separate agenda item. The lease payment will be funded by Measure C funds.

BID SUMMARY GENERAL

PROJECT NAME: PD-THREE (3) 2016 FORD POLICE INTERCEPTOR UTILITY VEHICLES

OPENING DATE: July 29, 2015 @ 1:00 p.m.

LOCATION: Town Clerk's Office

x 3

CONTRACTOR Name of Bidder	BASE BID	Alternate 1 (If Applicable)	Alternate 2 (If Applicable)
1. Geweke Ford Kia	28,278. ⁸³		
2. Oro-Dam Auto Center	∅		
3. Red Bluff Dodge	∅		
4. Harrold Ford	28,564.53	includes doc. fee tax & delivery thru 8/24/15.	
* 5. Oroville Ford	27,768. ⁴⁹	includes tax & delivery	83,305.45
6. Corning Ford	29,823.88	includes tax, delivery, FOB tire tax	89,471.64
7. Sacramento Ford	∅		
8. Downtown Ford	28,066.25		84,198.75

Present at Opening:

BID SUMMARY GENERAL

PROJECT NAME: PD-THREE (3) 2016 FORD POLICE INTERCEPTOR UTILITY VEHICLES

OPENING DATE: July 29, 2015 @ 1:00 p.m.

LOCATION: Town Clerk's Office

CONTRACTOR Name of Bidder	BASE BID	Alternate 1 (If Applicable)	Alternate 2 (If Applicable)
9. Future Ford Lincoln	29,125.47		87,376.41
10. Gridley Country Ford	28,318.88	good thru 7/31/2015	84,956.64
11. Ron DuPratt Ford	(a) 27,917.87	prior 7/31/15	83,753.61
	(b) 28,755.29	after 7/31/15	86,265.87

Present at Opening:

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**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: August 11, 2015**

AGENDA ITEM: 3(g)

ORIGINATED BY: Gabriela Tazzari-Dineen, Chief of Police

REVIEWED BY: Lauren Gill, Town Manager

COUNCIL ACTION REQUESTED:

- (1) Authorize the Police Department to award the Police Unmarked Investigation Vehicle Bid (Two 2014 Dodge Journey Utility Vehicles) to Red Bluff Dodge, 545 Adobe Road, Red Bluff, CA 96080.

ALTERNATIVES:

Refer the Vehicle Purchase Plan Back to Staff for Further Development.

BACKGROUND:

In 1995 the Town of Paradise adopted a Development Impact Fee program. The fees have specific purpose; one of which is law enforcement. In January 2000, the Council approved the expenditures of these funds for the police department to include vehicles, not to exceed \$90,000. To date the Police Department has approximately \$45,000 in this fund.

At the June 29, 2015, special council meeting, Town Council Approved the FY 15-16 budget which included the use of these funds to purchase two (2) used unmarked vehicles (with less than 20,000 miles each) to be used by the investigation unit for the two positions soon to be filled in part by Measure "C" funding.

After the budget was approved, Requests for Bids were sent out with a bid opening date of July 29, 2015, at 1:00 PM. On July 29, 2015 at 1:00 PM the bids were opened at the Clerk's Office. Red Bluff Dodge was the low bidder at \$21,377.00 (or \$42,754.00 for two vehicles).

DISCUSSION:

To retain vehicles in our patrol fleet that exceeds 130,000 miles has proven to increase our maintenance cost, which impacts the General Fund, impacts the reliability for in-service usage and potentially increases our liability due to component / system failure. The two jeeps we have used in the past for investigations exceed 130,000 miles each and are in need of major and costly repairs. The purchase of these used vehicles would be more cost effective, would increase reliability, and would reduce liability.

FINANCIAL IMPACT:

There is no General Fund impact. The purchase of the vehicles would be fully funded by the Development Impact Fee.

BID SUMMARY GENERAL

PROJECT NAME: PD-THREE (3) USED SUV VEHICLES WITH LESS THAN 20,000 MILES

OPENING DATE: July 29, 2015 @ 1:00 p.m.

LOCATION: Town Clerk's Office

CONTRACTOR Name of Bidder	BASE BID	Alternate 1 (If Applicable)	Alternate 2 (If Applicable)
1. Geweke Ford-Kia	27,913. ⁷⁹	includes tax & tire fee	
2. Oro Dam Auto Center	33,886. ²⁸	includes tax & delivery	
3. Red Bluff Dodge	21,377. ⁰⁰	includes tax & delivery	64,131. ⁰⁰
4. Harrold Ford	∅		
5. Oroville Ford	∅		
6. Corning Ford	∅		
7. Sacramento Ford	1. 21,998.-	1. 24,197.80	
	2. 28,999.-	2. 31,898.90	
	3. 32,999.-	3. 36,298.90	
	4. 33,799.-	4. 37,178.90	
	5. 34,999.-	5. 38,498.90	
8. Downtown Ford	∅		

Present at Opening:

BID SUMMARY GENERAL

PROJECT NAME: PD-THREE (3) USED SUV VEHICLES WITH LESS THAN 20,000 MILES

OPENING DATE: July 29, 2015 @ 1:00 p.m.

LOCATION: Town Clerk's Office

CONTRACTOR Name of Bidder	BASE BID	Alternate 1 (If Applicable)	Alternate 2 (If Applicable)
9. Future Ford Lincoln	Ø		
10. Gridley Country Ford	Ø		
11. Ron DuPratt Ford.	Ø		

Present at Opening:

Page 2 of 2



TOWN OF PARADISE
Council Agenda Summary
August 11, 2015

Agenda No. 3(h)

ORIGINATED BY: David Hawks, Division Chief
REVIEWED BY: Lauren Gill, Town Manager
SUBJECT: **Purchase of new Type 1 Municipal Fire Engine**

COUNCIL ACTION REQUESTED: Authorize the Town Manager to execute the documents necessary to order and purchase a Type 1 Pierce Fire Engine, or

ALTERNATIVE ACTION: Refer the matter back to staff for the continued research of other engines or options.

Background: For the past several years, the Fire Department identified the purchase of a Type 1 fire engine as a high priority need for fighting fires in Town. This year a new engine rose to the top of the list as one of the most critical needs. With the passage of Measure C, the funding for a new Type 1 engine became a reality and was recommended by the Measure C Committee as a lease-purchase for 2015/16 Measure C funds. The Town Council endorsed this recommended and gave the final nod on the purchase of the much needed fire engine.

The Fire Department evaluated several manufacturers and options, including the Smeal engines currently used by Butte County Fire. In considering which option to pursue, we considered the unique needs of the Town of Paradise with its narrow roadways, low overhanging trees, mountainous terrain, and the restricted apparatus bay at Station 82.

The Pierce Enforcer fire engine is a Type 1 fire engine designed and manufactured by Pierce Manufacturing, Inc., which has been in business since 1913. The Town currently owns three Pierce apparatuses, E281, E82 & E87, all with good operating records. The specifications for the Pierce engine originated from the Napa County Fire Department which has 15 engines in use.

Pierce apparatuses are built in Appleton, Wisconsin, are locally distributed and warranty work is provided from Golden State Fire Apparatus in South Sacramento. Construction of the engine is estimated at 265 to 295 days, and Pierce will deliver the engine to the Town of Paradise upon completion.

Discussion: The new Type 1 Pierce fire engine will allow the town to retire reserve E281 which is a 28 year old Pierce Dash. E281 has been in service since 1989, approximately 19 years as a front line engine and 7 years in reserve. The new Type 1 Pierce engine will be placed in service as a front line engine, with current E82 also a Pierce, becoming a reserve engine in place of E281. This will help ensure that the Town has a reliable front line engine and reserve engine which can be placed back into service when front line engines are out of service for maintenance or other needs.

Fiscal Impact Analysis: The Town will lease purchase the engine using Measure C funds to finance the Pierce fire engine over a 6 year period (FY 2015/16 through FY 2020/21.) The details of the lease purchase are included in a separate agenda summary. The total cost of the engine is \$487,550 and a copy of the proposal is attached. Pursuant to Paradise Municipal Code Section 2.45.070D, the purchase is exempt from the competitive bidding procedure, since the purchase is utilizing the Napa County Fire Department specifications.



2600 AMERICAN DRIVE
 POST OFFICE BOX 2017
 APPLETON, WISCONSIN 54912-2017
 920-832-3000 • FAX 920-832-3208
 www.piercemfg.com

PROPOSAL FOR PIERCE® FIRE APPARATUS

Paradise Fire Department
767 Birch Street
Paradise, CA 95969

DATE	July 6, 2015
QUOTE NO.	50706-15
EXPIRES	August 31, 2015
SALES REP.	Jon Bauer

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

OPTION A: FULL PAYMENT AT CONTRACT SIGNING

#	Description	Each
A	One (1) Pierce Enforcer Pumper	467,224.56
B	Factory Inspection Trip (1 trip for 2 PFD representatives)	2,500.00
C	Delivery / Dealer Preparation	4,250.00
D	Performance Bond	1,388.44
E	DISCOUNT FOR FULL PAYMENT AT CONTRACT SIGNING	(21,827.68)
F	APPARATUS COST	453,535.32
G	State Sales Tax @ 7.50%	34,015.15
H	TOTAL PURCHASE PRICE	487,550.47

OPTION A: FULL PAYMENT AT CONTRACT SIGNING TERMS AND CONDITIONS:

- 1) The Paradise Fire Department shall pay the purchase price of **\$487,550.47** for the Product within fifteen (15) calendar days of contract signing directly to Pierce Manufacturing Inc.
- 2) The proposed delivery timeframe for the Product will not begin until Pierce Manufacturing Inc. approves the contract and receives full payment of the purchase price of **\$487,550.47**.
- 3) If payment of **\$487,550.47** is late and if Paradise Fire Department elects not to have the delivery extended, **\$125.00** per calendar day will be added to the final invoice.

OPTION B: PAYMENT AT TIME OF DELIVERY / ACCEPTANCE

#	Description	Each
A	One (1) Pierce Enforcer Pumper	467,224.56
B	Factory Inspection Trip (1 trip for 2 PFD representatives)	2,500.00
C	Delivery / Dealer Preparation	4,250.00
D	Performance Bond	1,388.44
E	APPARATUS COST	475,363.00
F	State Sales Tax @ 7.50%	35,652.22
G	TOTAL PURCHASE PRICE	511,015.22

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 265 TO 295 calendar days after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at PARADISE, CALIFORNIA.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Any Purchase Order (PO) issued as a result of this proposal should be made out to Pierce Manufacturing Inc.

Unless accepted by August 31, 2015, the right is reserved to withdraw this

proposition. Respectfully Submitted,



Authorized Sales Representative



**Town of Paradise
Council Agenda Summary
Date: August 11, 2015**

Agenda Item: 3(i)

Originated by: Gina S. Will, Finance Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: Direct Assessments for Butte County Property Tax Roll

Council Action Requested:

1. Approve 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. Authorize the Town Manager and Finance Director to approve direct charge (special assessment) changes, and
3. Authorize the Town Manager to execute an agreement with Butte County for continued services related to the direct assessments on the property tax roll, or

Alternatives:

Refer the matter back to staff for further development and consideration.

Background:

For ten years the County has provided the Town an economical means of collecting direct assessments by placing them on the property tax roll. It is efficient, cost effective, and provides a higher percentage of collection as compared to the Town billing each citizen directly. It also provides convenience to citizens as they receive fewer invoices and pay directly to fewer agencies.

Discussion:

The County has requested approval of the above documents for house-keeping and as a means of protecting the process for both agencies. As has been the case for several years, for 2015/16, the Town will place assessments on the property tax roll related to:

1. Animal Control Services
2. Annual Septic Operating Permits
3. Code Enforcement (Administrative Citation Penalties)

Fiscal Analysis:

The agreement retains the \$0.30 per parcel per assessment type as the fee charged by the County for this service. This fee has already been factored into the 2015/16 budget.

TOWN OF PARADISE
RESOLUTION NO. 15-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
CERTIFYING THE VALIDITY OF THE LEGAL PROCESS USED TO
PLACE DIRECT CHARGES OR SPECIAL ASSESSMENTS
ON THE SECURED TAX ROLL.

WHEREAS, the notices and election for special assessment fees for the purpose of the Paradise Animal Control Services and Shelter to be included on the regular County property tax bill for property owners of the Town of Paradise was completed on November 2, 2004; and

WHEREAS, the regulatory fees for the purpose of the Paradise Annual Septic Operating Permit to be included on the regular County property tax bill for property owners of the Town of Paradise was completed on May 14, 2013; and

WHEREAS, the fine procedure for Administrative Citation Penalties to be included on the regular County property tax bill for property owners of the Town of Paradise was approved on August 10, 2010; and

WHEREAS, the Town of Paradise is placing the charges and special assessments on the Butte County secured property tax roll for collection; and

WHEREAS, the Town of Paradise has complied with all laws pertaining to the levy of the charges and special assessments and fines; and

WHEREAS, the assessment is being levied without regard to property valuation of the properties involved; and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Paradise as follows:

SECTION 1. That the list submitted with parcel numbers and amount are certified as being correct, the Town Manager or Finance Director/Town Treasurer are hereby authorized to sign any documents required to give the list to the Butte County Auditor on behalf of the Town of Paradise for placement on the secured tax roll for collection:

- A. Prop 218 or Compliance Certification and Hold Harmless Statement
- B. Property Tax Data Bill Form
- C. Authority to Approve Direct Assessment Charges
- D. Parcel Listing

SECTION 2. the Town of Paradise agrees that it shall be solely liable and responsible, and will defend and hold the County of Butte harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the Town of Paradise by the County.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 11th day of August, 2015 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Greg Bolin, Mayor

ATTEST:

BY: _____
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Dwight L. Moore, Town Attorney

BUTTE COUNTY AUDITOR-CONTROLLER

AUTHORITY TO APPROVE DIRECT CHARGE (SPECIAL ASSESSMENT) CHANGES

DISTRICT/AGENCY TOWN OF PARADISE

TAX CODE 99500, 79002, & 79003

The following persons are authorized to approve changes to our Agency's Special Assessment:

TYPED NAME

SIGNATURE

Lauren Gill, Town Manager

Gina Will, Finance Director

Greg Bolin
Agency Official

Date

Mayor
Title

AGREEMENT

This AGREEMENT is made and entered into on this 11th day of August, 2015, by and between the County of Butte, hereinafter referred to as COUNTY and the Town of Paradise, hereinafter referred to as AGENCY.

WITNESSETH:

WHEREAS, AGENCY is a city or district located in the County and as such desires to be the recipient of certain services from COUNTY; and

WHEREAS, AGENCY and COUNTY wish to enter into an agreement whereby the services to be provided, the conditions under which the services are to be provided and the compensation, if any, to COUNTY for services provided shall be stipulated and binding upon the parties who do so agree; and

WHEREAS, services to AGENCY include the collection and distribution of items levied on the property tax roll.

WHEREAS, Section 29304 of the Government Code, provides that COUNTY can collect the cost of levying items for public agencies;

NOW, THEREFORE, the parties hereto agree as follows:

I. PROPERTY TAX RELATED SERVICES

A. Collections

COUNTY will collect for AGENCY all fixed charge benefit assessments based on benefit conferred to each parcel without regard to assessed valuation.

Said assessments shall be collected at the same time and in the same manner as COUNTY taxes are collected and all laws applicable to the levy and collection of COUNTY taxes shall be and are hereby made applicable to such assessments.

B. Fee for Collection Services

1. For collection of all fixed charge benefit assessments for AGENCY, COUNTY shall collect .30 cents per assessment per parcel. This shall be in addition to the amount of

AGENCY'S assessment.

2. In addition, for any extended services requested by AGENCY, COUNTY may charge a fee sufficient to recover actual costs.

COUNTY hereby certifies that the fees charged are for the purpose of recovering costs attributable to the service provided and that said fees do not exceed costs of providing said service.

C. Method of Collection

1. Fixed Charge Benefit Assessments

At the time the fixed charge benefit assessments are calculated, the entity performing the calculation shall add a collection fee of .30 cents for each parcel and include this in the total amount to be entered on the tax roll by the County Auditor.

The total amount due the COUNTY will be deducted in two equal installments from the December and April secured property tax collections.

2. Extended Services

COUNTY charges for extended services not included in the regular rates may be directly billed to AGENCY or deducted from taxes due AGENCY.

3. Correction Fee and Procedure

Any correction (addition of, change to, or removal of a property tax bill item) that is required after the property tax roll is extended (usually late-September) would create a new bill. A fee of \$10.00 per change will be incurred for each correction.

D. Transmission of Information

1. On or before August 10, 2015, AGENCY shall certify and deliver to the County Auditor an assessment roll showing the amount of the assessment against each parcel which shall be designated by assessment number, (i.e., parcel number appearing on the County Secured Assessment Roll) to be collected by COUNTY for AGENCY.

2. It shall be the obligation of AGENCY, prior to the time of delivery to COUNTY of the fixed charge benefit assessment roll, to verify that the parcel numbers on the assessment roll for fixed charge benefit assessments certified by AGENCY correspond with the assessment (i.e., parcel) numbers shown on the County Secured Assessment Roll. AGENCY shall, as between itself and COUNTY, be responsible for and indemnify and hold COUNTY harmless against and from any and all claims by third parties which are related in any way to the services provided by the COUNTY for the AGENCY'S benefit pursuant to this Agreement. Any changes in special assessment data previously certified to the County Auditor by AGENCY shall be certified by AGENCY to the County Auditor no later than September 10th.
3. Requests for the levy of fixed charge special assessments shall be accompanied by a resolution of AGENCY stating the following:
 - (1) That AGENCY has complied with all laws pertaining to the levy of the particular assessment.
 - (2) That the charge being levied is in accordance with benefit conferred to each parcel without regard to assessed valuation; and
 - (3) The purpose of the fixed charge benefit assessment.
4. Requests for the levy of fixed charge special assessments shall be accompanied by a summary statement of the total number of assessments and the total charges.

II. MODIFICATION OF COLLECTION FEES AND CHARGES

COUNTY reserves the right to increase or decrease any charges herein provided in proportion to any changes in costs incurred by COUNTY in providing the services described herein, provided that written notice of any increase or decrease in charges shall be given by COUNTY to AGENCY on or before June 1 of any year during the term of this Agreement.

III. NO CHANGE IN LIABILITY

It is the purpose and intent of the parties not to change their existing legal responsibilities and relationships by virtue of this

Agreement. The purpose of this Agreement is to establish the fees herein set forth together with description and scheduling of the tasks to be accomplished by each party which are in accordance with existing provisions of law.

IV. TERM OF AGREEMENT

All existing agreements between COUNTY and AGENCY pertaining to collection of special assessments by COUNTY for AGENCY shall be terminated upon the execution of this Agreement. This Agreement shall continue from year to year and shall be subject to cancellation by either party by giving written notice to the other party of cancellation on or before July 1 of any year during the term of this Agreement.

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

COUNTY OF BUTTE

By: Dave Houser
Auditor-Controller

APPROVED AS TO FORM,
BUTTE COUNTY COUNSEL

By: Lauren Gill, Town Manager
Town of Paradise



TOWN OF PARADISE
Council Agenda Summary
Date: August 11, 2015

AGENDA NO. 5(a)

ORIGINATED BY: Susan Hartman, Assistant Planner

REVIEWED BY: Lauren M. Gill., Town Manager
Dwight L. Moore, Town Attorney

SUBJECT: Consideration of a Resolution of the Town Council to Formally Rename an Existing Private Road (Derrough Lane) Located within the Town of Paradise to "Sir Court."

COUNCIL ACTION REQUESTED: Conduct the duly noticed and scheduled public hearing. Upon conclusion of the public hearing, adopt a **MOTION TO:**

1. Adopt Resolution No. 15-___, "A Resolution of the Town Council of the Town of Paradise Officially Changing the Name of a Certain Private Road (Derrough Lane) located in the Town of Paradise to be Henceforth Named: Sir Court."

ALTERNATIVE ACTIONABLE OPTIONS:

2. Adopt a motion to deny the petition application to formally rename an existing private road, Derrough Lane, to a different road name; **OR**
3. Adopt an alternative directive to town staff.

NOTE: Town staff recommends approval of option No. 1

BACKGROUND: The Development Services Department has received a petition application from an affected property owner requesting that the Town of Paradise formally rename an existing private road, Derrough Lane, to a different road name. The petition application was submitted for processing in accordance with the requirements of Chapter 12.08 of the Paradise Municipal code (PMC) and is available for inspection at the Development Services Department.

Derrough Lane is comprised of four parcels owned between two land owners, both of whom have signed the petition to rename the road, and therefore there are no other properties subject to the change in the road name.

A public hearing concerning the petition application must be conducted by the Town Council before the Town of Paradise may formally adopt an action on the requested road name change. On **July 14, 2015** the Town Council adopted Town Resolution No. 15-29, a resolution publicly declaring intentions of the Town of Paradise to conduct this public hearing and to possibly rename Derrough Lane, a private road located within the town limits, to Sir Court.

DISCUSSION: The private road that would be affected by the street renaming action is currently identified as Derrough Lane. Derrough Lane is embodied within a non-exclusive easement for road and public utility purposes.

Derrough Lane is located in the mid-eastern portion of the Paradise community off of Sawmill Rd between Nunneley and Elliott Roads. The entire length of Derrough Lane extending east from Sawmill Road is **privately owned and maintained**.

Town staff has evaluated this application request and is supportive of the Town Council adopting an approval action. Thus, attached with this council agenda summary is a resolution document that has been prepared and is hereby presented for your consideration and recommended adoption.

FINANCIAL IMPACT: There is no notable or direct cost to the town for changing the name of a private road, other than a nominal cost for staff time expended altering the town's official road name map and property files.

Attachments

**TOWN OF PARADISE
RESOLUTION NO. 15-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
OFFICIALLY CHANGING THE NAME OF A CERTAIN PRIVATE ROAD
(DERROUGH LANE), LOCATED WITHIN THE TOWN OF PARADISE TO BE HENCEFORTH NAMED:
SIR COURT**

WHEREAS, the Town of Paradise has received a petition from property owners (Oliver Sir, et al) requesting that the Town of Paradise officially rename an existing private road, Derrough Lane, to Sir Court; and

WHEREAS, pursuant to the provisions of Section 12.08.080 of the Paradise Municipal Code, the Paradise Town Council has scheduled and conducted a public hearing to consider the requested proposal to change the name of Derrough Lane, a private road; and

WHEREAS, the petition for a newly assigned private road name has been determined to meet the requirements of Chapter 12.08 (*Street Naming and Numbering – Addresses*) of the Paradise Municipal Code; and

WHEREAS, a new road name, **Sir Court**, has been identified by town staff as not duplicating NOR sounding like any existing street or road names in the Town of Paradise or the County of Butte; and

WHEREAS, the town staff recommends that the Town Council adopt and assign the name “**Sir Court**” to the private road presently named “Derrough Lane.”

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise, as follows:

1. The Town of Paradise officially renames Derrough Lane to Sir Court, a private road located within the Town of Paradise and described as follows:

A right of way for road and public utility purposes described as follows: commencing at the northwest corner of said Lot 13 and running thence south along the west line of said Lot 13, a distance of 132 feet to the true point of beginning; thence east parallel with the north line of said Lot 13, a distance of 660 feet to the east line thereof; thence south along the east line of said Lot 13 a distance of 30 feet; thence west parallel with the north line of said Lot 13 a distance of 330 feet; thence south parallel with the west line of said Lot 13, a distance of 5 feet; thence west parallel with the north line of said Lot 13 a distance of 330 feet to the west line thereof; thence north long the west line of said Lot 13, a distance of 35 feet to the point of beginning.

**TOWN OF PARADISE
RESOLUTION NO. 15-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE OFFICIALLY CHANGING
THE NAME OF A CERTAIN PRIVATE ROAD (DERROUGH LANE), LOCATED WITHIN THE TOWN OF
PARADISE TO BE HENCEFORTH NAMED: SIR COURT**

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 11th day of
August, 2015, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Greg Bolin, Mayor

ATTEST:

Joanna Gutierrez, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



**ATOWN OF PARADISE
Council Agenda Summary
Date: August 11, 2015**

Agenda No. 5(b)

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

COUNCIL ACTION REQUESTED:

1. Hold a public hearing, and
2. Concur with staff recommendation to file CEQA Notice of Exemptions for the following projects:
 - a. Clark Road Safety Enhancements
 - b. Cypress Curve Realignment Project
 - c. Pearson Road Shoulder Widening Project

Background:

In 2013, the Town of Paradise procured Federal funding for four Highway Safety Improvement Program projects. 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. Since approval, one project has been completed and is in the process of formally closing and the remaining three projects are transitioning towards the construction phase. These three projects are further described below.

The four awarded projects and their engineering countermeasures are provided below.

State Project No.	Project Title	Project Limits	Description	Project Cost
5425 (025)	Cypress Curve Realignment Project	Clark Road between Adams Rd and Kimberly Ln	Improve vertical and horizontal alignments; improve drainage; widen shoulders	\$1,203,300
5425 (027)	Pearson Road Shoulder Widening Project	Pearson Road between Clark Rd and Pentz Rd	Widen shoulders, micro-surface roadway, add bicycle lanes	\$544,500
5425 (028)	Clark Road Safety Enhancements	Clark Rd between Bille Rd and Wagstaff Rd	Micro-surface roadway, add center turn lane, construct ADA ramps, various safety enhancements	\$413,600

These projects have a minimum 90% reimbursement on preliminary engineering phase and have potential for 100% reimbursement if authorized for construction by September 30, 2016.

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

Analysis:

As each of these three projects are federally funded, the National Environmental Policy Act (NEPA) applies to the environmental review process. The Town of Paradise has received approvals for “Categorical Exclusion” for the Pearson Rd Shoulder Widening Project (March 17, 2015) and Clark Road Safety Enhancements (March 22, 2015). A Categorical Exclusion with Technical Studies is expected for the Cypress Curve Realignment Project.

The CEQA process requires the lead agency to examine the project proposal and evaluate potential impacts, which is 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.

Cypress Curve Realignment Project

The Town of Paradise proposes realignment of Clark Road near Cypress Lane to improve safety for motorists. Road construction activities will create a geometrically compliant horizontal curve, improved roadway shoulders, guard rails, and minor drainage improvements.

The proposed project has no expansion on existing use and is for the purpose of public safety. Through the NEPA process the following documents have been prepared: Archaeological Survey Report, Historic Property Survey Report, Natural Environmental Study, Native American Consultation, and Noise Technical Memorandum.

Pearson Road Shoulder Widening Project

The Town of Paradise proposes minor shoulder widening for the purpose of installing bicycle lanes along Pearson Road. The project also includes road rehabilitation activities and minor drainage improvements.

The proposed project has no expansion on existing use and is for the purpose of public safety. A Pedestrian Survey and Records Search has been performed already under NEPA with negative findings.

Clark Road Safety Enhancements

The Town of Paradise proposes the installation of a two-way left turn lane within the existing curb-to-curb footprint and without reducing travel lanes to create space for collision avoidance maneuvers. Project limits along Clark Road extend from Wagstaff Road to Bille Road. The project also includes microsurfacing and restriping and constructing safety upgrades to non-ADA compliant ramps, sidewalks, and pedestrian pushbuttons at the signalized intersections.

The proposed project has no expansion on existing use and is for the purposes of public safety.

After holding a noticed public hearing, staff recommends Council approve the filing of the attached Notice of Exemptions for the three referenced projects.

If approved, construction for the Clark Road Safety Enhancements could be complete by the end of 2015, weather permitting, while the Cypress Curve and Pearson Rd projects are expected in 2016.

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:

Cypress Curve Realignment Project CEQA Notice of Exemption
Pearson Rd Shoulder Widening CEQA Notice of Exemption
Clark Road Safety Enhancements 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: Cypress Curve Realignment Project

Project Location – Specific: Clark Road between Adams Road and Kimberly Lane

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

Description of Project: The Town of Paradise proposes realignment of Clark Road near Cypress Lane to improve safety for motorists. Road construction activities will create a geometrically compliant horizontal curve, improved roadway shoulders, guard rails, and minor drainage improvements.

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)
- Statutory Exemptions. State code number: _____

Reasons why project is exempt: The project strictly relates to existing facilities and has no expansion on existing use.

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:

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: Pearson Rd Shoulder Widening Project

Project Location – Specific: Pearson Road between Clark Road and Pentz Road

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

Description of Project: The Town of Paradise proposes minor shoulder widening for the purposes of installing bicycle lanes along Pearson Road. The project also includes road rehabilitation activities and minor drainage improvements.

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)
- Statutory Exemptions. State code number: _____

Reasons why project is exempt: The project strictly relates to existing facilities and has no expansion on existing use.

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

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: Clark Road Safety Enhancements

Project Location – Specific: Clark Road between Bille Road and Wagstaff Road.

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

Description of Project: The Town of Paradise proposes the installation of a two-way left turn lane within the existing curb to curb footprint and without reducing travel lanes to create space for collision avoidance maneuvers. Project limits along Clark Road extend from Wagstaff Road to Bille Road. The project also includes microsurfacing and restriping and constructing safety upgrades to non-ADA compliant ramps, sidewalks, and pedestrian pushbuttons at the signalized intersections. No right of way acquisition is required for the project.

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)
 Statutory Exemptions. State code number: _____

Reasons why project is exempt: The project strictly relates to existing facilities and has no expansion on existing use.

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



**Town of Paradise
Council Agenda Summary
Date: August 11, 2015**

Agenda Item: 7a

Originated by: Gina S. Will, Finance Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: Santander Bank 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, and authorizing certain actions in connection therewith; and,
2. Approve recommended budget adjustments outlined under the financial impact section of this report; or,

Alternatives:

Refer the matter back to staff for further development and consideration.

Background:

On June 29, 2015, the Town Council approved the 2015/16 Operating and Capital Budget. Contained therein were the estimates for purchasing through lease purchase some critical and far overdue operating equipment, much of which will be funded by Measure "C" revenue, the temporary 0.50% sales tax. Specifically the following items will be purchased:

- 10 desktop computers
- 1 office printer/scanner/fax
- Consolidated and updated IT infrastructure
- 3 2016 Ford Explorer patrol vehicles and equipment
- 25 VIEVU body cameras, car kits and 2 docking/charging stations
- IT Hardware upgrade for VIEVUs
- Pierce Pumper Fire Apparatus

Collectively these items will cost about \$782,866 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 July 15, 2015 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:

Santander Bank Municipal Lease Purchase
August 11, 2015

LEASE QUOTE: 4 YEAR Computers & Printer	<i>Amount</i>	<i>Rate</i>	<i>Payments</i>	<i>Factor</i>	<i>Pmts/Yr.</i>	<i>Term</i>	<i>Adv./Arr.</i>
	\$9,000				4	4- years	Advance

LEASE QUOTE: 5 YEAR IT Equipment, Police Vehicles & Video Cameras	<i>Amount</i>	<i>Rate</i>	<i>Payments</i>	<i>Factor</i>	<i>Pmts/Yr.</i>	<i>Term</i>	<i>Adv./Arr.</i>
	\$286,316				4	5- years	Advance

LEASE QUOTE: 6 YEAR Fire Apparatus	<i>Amount</i>	<i>Rate</i>	<i>Payments</i>	<i>Factor</i>	<i>Pmts/Yr.</i>	<i>Term</i>	<i>Adv./Arr.</i>
	\$487,550				4	6- years	Advance

The Town received proposals from Leasource Financial Services, Pierce Financial Solutions, and Santander Bank, N.A. Two of the proposals combined amounts for the 4 and 5 year lease. The proposals received were as follows:

4 Year \$9,000		<i>Rate</i>	<i>Quarterly Payments</i>	<i>Factor</i>
	Santander Bank	1.90%	\$582.71	.06475
	Leasource Financial Services	6.12%	\$638.55	.07095
4 Year \$295,316		<i>Rate</i>	<i>Quarterly Payments</i>	<i>Factor</i>
	Pierce Financial Solutions	2.67%	\$19,392.44	.06567
5 Year \$286,316		<i>Rate</i>	<i>Quarterly Payments</i>	<i>Factor</i>
	Santander Bank	2.06%	\$15,025.14	.05248
	Pierce Financial Solutions	2.82%	\$15,771.95	.05341
	Leasource Financial Services	2.93%	\$15,443.88	.05394
5 Year \$295,316		<i>Rate</i>	<i>Quarterly Payments</i>	<i>Factor</i>
	Leasource Financial Services	2.93%	\$15,929.35	.05394
6 Year \$487,550		<i>Rate</i>	<i>Quarterly Payments</i>	<i>Factor</i>
	Santander Bank	2.26%	\$21,657.91	.04442
	Leasource Financial Services	2.72%	\$22,090.89	.04531
	Pierce Financial Solutions	2.81%	\$21,991.81	.04511

Based on the quotes received, staff recommends awarding the municipal lease purchase contract to Santander Bank 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 has been a great resource to the Town in the past and is the only lease company that has been willing to provide financing for the Town in recent years. They are recommended as a backup option if financing is not approved through Santander Bank.

Town staff has been following purchasing policy and obtaining bids and seeking Town Council approval on many of the items to be financed through this lease purchase agreement. Many of these items are detailed in separate staff reports on this agenda. Staff will continue to follow purchasing policy for any remaining items to be financed through this lease. Some items have or will come in lower than budgeted and some will come in or have come in higher than expected.

Fiscal Impact Analysis:

Following shows the recommended budget adjustments for each fund by comparing the amount budgeted to the amount to be paid assuming this recommended lease purchase is funded.

Fund	2015/16 Budgeted Payment	2015/16 Actual Lease Payment	Budget Adjustment {Difference /(Savings)}
1010 – General Fund	\$26,007.19	\$24,999.86	(\$1,007.32)
1010 – Measure “C”	\$101,736.99	\$109,625.73	\$7,888.74
2030 – Building Safety Waste Mgmt	\$559.64	\$660.41	\$100.77
2070 – Animal Control Services	\$186.55	\$220.13	\$33.58
2120 – Gas Tax/Streets	\$296.28	\$349.63	\$53.35
2160 – Business and Housing	\$373.09	\$440.28	\$67.19
2204 – COPS Grant	\$12,767	\$12,767	\$0.00
Totals	\$141,926.74	\$149,063.04	\$7,136.30

TOWN OF PARADISE
RESOLUTION NO. 15-___

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 ten (10) computers, one (1) office printer/scanner/fax, consolidate and upgrade the IT infrastructure, purchase three (3) new patrol vehicles and equipment, twenty-five (25) Viewu body cameras, car kits and hardware, and purchase a new type 1 fire engine that will be described in the Master Lease/Purchase Agreement (the “Lease”) with **Santander Bank, N.A.** (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 \$782,866 for the financing of the following 2015-2016 projects (the “Property”); and

4 Year	10 Desktop Computers	\$8,500
	Office Printer/Scanner/Fax	\$500
5 Year	IT Infrastructure	\$115,952
	3 Ford Explorer 4-Door Patrol Vehicles & Equipment	\$140,798
	25 VIEVU Body Cameras, Car Kits and 2 Download Stations	\$25,113
	IT Hardware upgrade for VIEVUs	\$4,453
6 Year	Pierce Enforcer Pumper Fire Apparatus	\$487,550

WHEREAS, Santander Bank, N.A. (the “Corporation”) has proposed a cost-effective lease purchase financing arrangement according to the useful life of the items to be purchased at a 1.90% interest rate for four years, 2.06% interest rate for five years, and 2.26% for six 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 \$782,866 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 11th day of August, 2015, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Approved: _____
Greg Bolin, Mayor

ATTEST:

BY: _____
Joanna Gutierrez, CMC, 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 2015/16 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 74 full-time and 17 part-time employees.

The local community has recently voted to approve a 0.50% six year transaction and use tax which will generate about \$850,000 a year in additional revenues. The tax took effect April 1, 2015 and will provide most of the funding for the items the Town proposes to lease purchase this 2015/16 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 **July 15, 2015** 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 **1:00 P.M., July 29, 2015**, 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 **August 13, 2015**.

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 at the time of financing and quarterly payments thereafter for the years and equipment indicated below:

4 Year – 16 Payments

Equipment Description	Estimated Purchase Price
1. (10) Desktop Computers	\$8,500
2. Office Printer/Scanner/Fax	500
Total 4 Year	\$9,000

5 Year – 20 Payments

Equipment Description	Estimated Purchase Price
1. IT Infrastructure – (VMWare Standard Production [4CPU]); ([3] Simplivity CN-2200); ([2] 12-port 10GBe NETGEAR ProSAFE XS712T)	\$115,952
2. (3) 2016 Ford Explorer 4-Door Police Patrol Vehicles and consoles, cages, emergency equipment	140,798
3. VIEVU (25) Body Worn Video Cameras; (25) Car Kits; (2) Multi-Dock Download and Charge Stations	25,113
4. IT Hardware Storage Upgrade for Video Camera purchases (HP 2TB 3G SATA Hot Plug 1 yr Warranty Hard Drive G7)	4,453
Total 5 Year	\$286,316

6 Year – 24 Payments

Equipment Description	Estimated Purchase Price
1. Pierce Enforcer Pumper Fire Apparatus	\$487,550
Total 6 Year	\$487,550

V. Other Information

The Town will consider proposals in whole or in part with the 4 year, 5 year and 6 year lease being each separate part. For example, a company may choose to submit a proposal exclusively for the 6 Year Fire Apparatus Lease. A company who chooses to submit a proposal for all three parts may be selected for none, one, two, or all three lease parts.

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 2015/16 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: 4 YEAR <i>Computers & Printer</i>	Amount	Rate	Payments	Factor	Pmts/Yr.	Term	Adv./Arr.
	\$9,000				4	4- years	Advance

LEASE QUOTE: 5 YEAR <i>IT Equipment, Police Vehicles & Video Cameras</i>	Amount	Rate	Payments	Factor	Pmts/Yr.	Term	Adv./Arr.
	\$286,316				4	5- years	Advance

LEASE QUOTE: 6 YEAR <i>Fire Apparatus</i>	Amount	Rate	Payments	Factor	Pmts/Yr.	Term	Adv./Arr.
	\$487,550				4	6- 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, (530) 872-6291 x 119 or gwill@townofparadise.com.**



VIA OVERNIGHT MAIL

July 27, 2015

Town of Paradise
Attn: Town Clerk
5555 Skyway
Paradise, CA 96969

RE: Municipal Lease Purchase

Dear Town Clerk:

Santander Bank is pleased to submit the following proposal for your review and acceptance. Our proposed terms and are as follows:

Company Overview: Santander Bank is a market leader in providing cost-effective financing to public entities nationwide. With just over \$1 billion in financings we have the knowledge, flexibility and financial strength that is unmatched in the finance industry.

Our public finance team of professionals has a thorough understanding of the municipal market to ensure transactions are completed quickly, efficiently and cost effectively.

Santander Bank was founded in Northern Spain in 1857, with over \$1.7 trillion in assets. Santander is one of the world’s strongest, safest and most successful banks and has grown to become one of the five largest banks in the world by profit.

Structure: Tax-exempt Municipal Lease/Purchase Agreement
(Subject to annual appropriation) (“Lease”)

Borrower: Town of Paradise, CA (“City”)

Lender: Santander Bank, N.A. (“Santander”)

Financed Amount:	4 years:	\$ 9,000
	5 years:	\$286,316
	6 years:	<u>\$487,550</u>
		\$782,866

Equipment: Per Bid Specs

Interest Rate: 2.192% (Blended Interest Rate)

4 years @ 1.90%
5 years @ 2.06%
6 years @ 2.26%

(Interest rate is valid 45 days)

Lease Quote Section: Santander proposes to finance the three terms - 4 year, 5 year and 6 year together bundled into one financing schedule or separately. Santander will finance any combinations of the terms but will not finance ONLY the 4 year term.

Lease Quote: 4 Year (Computers & Printers)

Amount	Rate	Payments	Factor	Pmts/Yr.	Term	Adv./Arr.
\$9,000	1.90%	\$582.71	0.06475	4	4 Yrs.	Advance

Lease Quote: 5 Year (IT Equipment, Police Vehicles & Video Cameras)

Amount	Rate	Payments	Factor	Pmts/Yr.	Term	Adv./Arr.
\$286,316	2.06%	\$15,025.14	0.05248	4	5 Yrs.	Advance

Lease Quote: 6 Year (Fire Apparatus)

Amount	Rate	Payments	Factor	Pmts/Yr.	Term	Adv./Arr.
\$487,550	2.26%	\$21,657.91	0.04442	4	6 Yrs.	Advance

Anticipated Closing: August 2015

Prepayment Terms: On any payment date with no prepayment premium

Tax Assumption: Interest income received by Santander will be exempt from Federal and State Income Tax.

Credit Review: Upon award by the City, Santander will complete the credit approval process after receiving a complete credit package which consists of the last (2) years audited financial statements, most recent approved budget, vendor quote or proposal and an executed Lease Application from the City.

Escrow Agreement: Santander will establish an Internal Escrow account for the City. In this case, there will be no fee assessed to the City for establishing the Internal Escrow account. All interest earnings shall be retained by Santander in consideration of managing the Internal Escrow account.

Fees/Closing Costs: None other than those listed herein, however the City will be responsible for any fees or expenses with respect to its (i) legal counsel, if any and (ii) registration and title fees. Santander is willing to finance any expenses related to closing the transaction.

Financing Proposal
Santander Bank, N.A.
July 27, 2015
Page 3 of 5

This proposal is subject to final credit approval and final documentation. Please feel free to call me at 480-477-7896 with any questions or further clarification.

Thank you for the opportunity to present this proposal.

Sincerely,

A handwritten signature in cursive script that reads "Bruce Block".

Bruce Block
Senior Vice President

4 Year Term (Rate = 1.90%)

	Date	Payment	Interest	Principal	Balance
Loan	8/1/2015				9,000.00
1	8/1/2015	582.71	0.00	582.71	8,417.29
2	11/1/2015	582.71	39.98	542.73	7,874.56
3	2/1/2016	582.71	37.40	545.31	7,329.25
4	5/1/2016	582.71	34.81	547.90	6,781.35
5	8/1/2016	582.71	32.21	550.50	6,230.85
6	11/1/2016	582.71	29.60	553.11	5,677.74
7	2/1/2017	582.71	26.97	555.74	5,122.00
8	5/1/2017	582.71	24.33	558.38	4,563.62
9	8/1/2017	582.71	21.68	561.03	4,002.59
10	11/1/2017	582.71	19.01	563.70	3,438.89
11	2/1/2018	582.71	16.33	566.38	2,872.51
12	5/1/2018	582.71	13.64	569.07	2,303.44
13	8/1/2018	582.71	10.94	571.77	1,731.67
14	11/1/2018	582.71	8.23	574.48	1,157.19
15	2/1/2019	582.71	5.50	577.21	579.98
16	5/1/2019	582.71	2.73	579.98	0.00
Grand Totals		9,323.36	323.36	9,000.00	

5 Year Term (Rate = 2.06%)

	Date	Payment	Interest	Principal	Balance
Loan	8/1/2015				286,316.00
1	8/1/2015	15,025.14	0.00	15,025.14	271,290.86
2	11/1/2015	15,025.14	1,397.15	13,627.99	257,662.87
3	2/1/2016	15,025.14	1,326.96	13,698.18	243,964.69
4	5/1/2016	15,025.14	1,256.42	13,768.72	230,195.97
5	8/1/2016	15,025.14	1,185.51	13,839.63	216,356.34
6	11/1/2016	15,025.14	1,114.24	13,910.90	202,445.44
7	2/1/2017	15,025.14	1,042.59	13,982.55	188,462.89
8	5/1/2017	15,025.14	970.58	14,054.56	174,408.33
9	8/1/2017	15,025.14	898.20	14,126.94	160,281.39
10	11/1/2017	15,025.14	825.45	14,199.69	146,081.70
11	2/1/2018	15,025.14	752.32	14,272.82	131,808.88
12	5/1/2018	15,025.14	678.82	14,346.32	117,462.56
13	8/1/2018	15,025.14	604.93	14,420.21	103,042.35
14	11/1/2018	15,025.14	530.67	14,494.47	88,547.88
15	2/1/2019	15,025.14	456.02	14,569.12	73,978.76
16	5/1/2019	15,025.14	380.99	14,644.15	59,334.61

Financing Proposal
 Santander Bank, N.A.
 July 27, 2015
 Page 5 of 5

17	8/1/2019	15,025.14	305.57	14,719.57	44,615.04
18	11/1/2019	15,025.14	229.77	14,795.37	29,819.67
19	2/1/2020	15,025.14	153.57	14,871.57	14,948.10
20	5/1/2020	15,025.14	77.04	14,948.10	0.00
Grand Totals		300,502.80	14,186.80	286,316.00	

6 Year Term (Rate = 2.26%)

	Date	Payment	Interest	Principal	Balance
Loan	8/1/2015				487,550.00
1	8/1/2015	21,657.91	0.00	21,657.91	465,892.09
2	11/1/2015	21,657.91	2,632.29	19,025.62	446,866.47
3	2/1/2016	21,657.91	2,524.80	19,133.11	427,733.36
4	5/1/2016	21,657.91	2,416.69	19,241.22	408,492.14
5	8/1/2016	21,657.91	2,307.98	19,349.93	389,142.21
6	11/1/2016	21,657.91	2,198.65	19,459.26	369,682.95
7	2/1/2017	21,657.91	2,088.71	19,569.20	350,113.75
8	5/1/2017	21,657.91	1,978.14	19,679.77	330,433.98
9	8/1/2017	21,657.91	1,866.95	19,790.96	310,643.02
10	11/1/2017	21,657.91	1,755.13	19,902.78	290,740.24
11	2/1/2018	21,657.91	1,642.68	20,015.23	270,725.01
12	5/1/2018	21,657.91	1,529.60	20,128.31	250,596.70
13	8/1/2018	21,657.91	1,415.87	20,242.04	230,354.66
14	11/1/2018	21,657.91	1,301.50	20,356.41	209,998.25
15	2/1/2019	21,657.91	1,186.49	20,471.42	189,526.83
16	5/1/2019	21,657.91	1,070.83	20,587.08	168,939.75
17	8/1/2019	21,657.91	954.51	20,703.40	148,236.35
18	11/1/2019	21,657.91	837.54	20,820.37	127,415.98
19	2/1/2020	21,657.91	719.90	20,938.01	106,477.97
20	5/1/2020	21,657.91	601.60	21,056.31	85,421.66
21	8/1/2020	21,657.91	482.63	21,175.28	64,246.38
22	11/1/2020	21,657.91	362.99	21,294.92	42,951.46
23	2/1/2021	21,657.91	242.68	21,415.23	21,536.23
24	5/1/2021	21,657.91	121.68	21,536.23	0.00
Grand Totals		519,789.84	32,239.84	487,550.00	



MUNICIPAL LEASE/PURCHASE APPLICATION

Municipal Information

Legal Name of Municipality ("Lessee"): _____
 Federal ID Number: _____ Year Organized: _____
 Department Using Equipment: _____ County: _____
 Street Address: _____ City: _____ State: _____ Zip: _____
 Billing Address: _____ City: _____ State: _____ Zip: _____
(If different from above)
 Primary Contact Person: _____ Primary Contact Phone: _____
 Primary Contact E-mail: _____ Primary Contact Fax Number: _____
 Accounts Payable Contact Person: _____ Accounts Payable Phone: _____
 What is the requested term of the lease/finance? _____ Have all the necessary municipal approvals been obtained? Yes No
 Has municipality ("lessee") ever defaulted/non-appropriated on a tax exempt obligation? Yes No

Equipment Information

Vendor Name: _____
 Contact Name: _____
 Vendor Phone: _____ Vendor Fax Number: _____
 Vendor Address: _____ City: _____ State: _____ Zip: _____
 Equipment Description: _____ Number of Units: _____
 Cost of Each Unit: \$ _____ Total Cost: \$ _____
 Estimated Delivery Date: _____
 Equipment Location (physical location): _____
 How will equipment be used? _____
 Will this equipment replace other equipment? Yes No If yes, replaces equipment purchased in (Year): _____
 If no, explain: _____
(If more space is needed, continue on additional sheet.)

Insurance

Self Insured? Yes No The Appropriated Loss Reserve Amount: \$ _____
 Name of Insurance Provider: _____ Phone: _____
 General Liability Coverage Limits: \$ _____

Financial Information

Date of Most Recent Audited Financial Statement: _____ Have funds been appropriated for the current year? Yes No
 Primary Source of Revenue: _____
 Source of Funds for Proposed Payments: General Fund Other: _____
 Fiscal Year End: _____ Fund Balance: \$ _____ As Of: _____
 Does the municipality intend to issue more than \$10,000,000 in total exempt finance originations during the current calendar year? Yes No
 Will the financing applied for be designated as "bank-qualified" financing? Yes No

The undersigned certifies that he/she has full authority to act on behalf of the municipality and certifies that all of the information contained in this application and on each document required to be submitted in connection herewith are true and complete. A photocopy or facsimile of this authorization shall be as valid as the original. Further, the applicant hereby authorizes each bank and finance reference listed in this credit application to release information about the applicant to Santander Bank, N.A. ("Santander Bank") as requested by Santander Bank. If your application for credit is denied you have the right to a written statement of the specific reasons for the denial by writing to Santander Bank, Commercial Equipment and Vehicle Finance Division at 3 Huntington Quadrangle, Suite 101N, Melville, NY 11747-4616, Mail Code: NY1-MLV-01-01, or call 1-800-238-4009 within sixty (60) days from the date you are notified of our decision. Santander Bank will send you a written statement of the reasons for the denial within thirty (30) days of receiving your request for the statement.

Authorized Signer Signature: _____ Date: _____
 Printed Name: _____
 Title: _____ Phone: _____

FINANCING MADE EASIER.

Strength and stability you can count on.

When your municipality needs financing, talk to Santander Bank®. We have the expertise to offer flexible financing options for the most challenging budget and procurement issues. Santander's financing programs can enable your municipality to purchase the essential assets it needs today, and allow payment over time.

Flexible financing solutions for municipalities.*

Public entities are under greater pressure to do more with less. Increasingly, municipalities are using tax-exempt financing to acquire all types of essential-use equipment:

- * Computers
- * Public Safety Vehicles
- * Municipal Fleets
- * Telecom Equipment
- * Energy Management Systems
- * Aircraft
- * Refuse Equipment
- * Public Works Equipment

Santander Bank can help meet your municipal financing needs and offers great benefits:*

- * Terms to help meet budgets
- * Knowledgeable representatives you can trust
- * Customized payment schedules
- * Exceptional customer service
- * Competitive rates
- * Secure, flexible finance programs

*To learn more about
our financing programs,
contact us today.*

CONTACT INFO:

Municipal Finance

Bruce Block

14362 N. Frank Lloyd Wright Blvd., Suite 1000

Scottsdale, AZ 85260

Phone: 480.477.7896

Fax: 480.477.7897

Email: bblock@santander.us





**Town of Paradise
Council Agenda Summary
Date: August 11, 2015**

Agenda Item: 7(b)

Originated by: Gina S. Will, Finance Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: 2015/16 TRAN Financing

Council Action Requested:

1. Adopt Resolution 15____, A Resolution of the Town of Paradise authorizing and approving the borrowing of funds for Fiscal Year 2015-2016, the issuance and sale of a 2015-2016 tax and revenue anticipation note, and approving certain other actions related thereto, or

Alternatives:

Refer the matter back to staff for further development and consideration.

Background:

On July 15, 2015 staff issued a request for proposal to eight regional banks as well as advertising the notice for proposal related to TRAN financing for the 2015/16 fiscal year in an amount not to exceed \$2,500,000. For the fifth 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, 2015 and May 1, 2016 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 1.35% for 10 months with a 0.1% origination fee. These are exactly the same terms provided for the 2014/15 TRAN. A copy of the letter of interest is attached for review.

Discussion:

Staff's analysis of the cash flow needs for 2015/16 indicate that the TRAN issued can be less than the \$2.7 million issued for 2014/15. The final amount will be determined as part of the closing process, but the TRAN will not exceed \$2,500,000. 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 September 2015.

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.



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

July 29, 2015

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 \$2,500,000.00
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: \$2,500,000.00
Length: Term: 10 months (final maturity of 6/30/16)

Interest Rate: A fixed-rate of 1.35% Bank Qualified Tax Exempt, such rate to expire on August 12, 2015, 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 \$2,500 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 300 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



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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 2012, 2013 and 2014.

This Letter of Interest automatically expires 14 business days from Wednesday, August 12, 2015.

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

Zoe Ann Liggett, AVP

Portfolio Manager

Government Banking Division

usbank.com

TOWN OF PARADISE

RESOLUTION NO. 15-___

**RESOLUTION AUTHORIZING AND APPROVING THE BORROWING
OF FUNDS FOR FISCAL YEAR 2015-2016, THE ISSUANCE AND SALE
OF A 2015-2016 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 five hundred thousand dollars (\$2,500,000) (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 2015-16 (“Fiscal Year 2015-16”) 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 \$2,500,000, a note or notes under Sections 53850 *et seq.* of the Act, designated “Town of Paradise (Butte County, California) 2015-16 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 2015-16, the Notes shall be payable only from Unrestricted Revenues which are received in or accrued to Fiscal Year 2015-16

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, 2016; 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, 2016; 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, 2016 (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 2015-16 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 \$2,500,000, 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 2015 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 2015 and may

continue to issue during the remainder of calendar year 2015 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 11th day of August, 2015 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Greg Bolin, Mayor

ATTEST:

BY: _____
Joanna Gutierrez, CMC, 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)
2015-2016 TAX AND REVENUE ANTICIPATION NOTE
(Bank Qualified)

Rate of Interest:	Note Date:	Maturity Date:
1.35%	_____	June 30, 2016

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, 2016; 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, 2016; 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, 2016 (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 2015-16 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 _____, 2015.

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



**TOWN OF PARADISE
Council Agenda Summary
Date: August 11, 2015**

Agenda No. 7(c)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Pearson Rd SR2S Connectivity Project Preliminary Engineering Consultant Services

COUNCIL ACTION REQUESTED:

1. Concur with staff's recommendation of NorthStar Engineering to perform engineering services for the Pearson Rd SR2S Connectivity Project, and
2. Approve the attached Professional Services Agreement with NorthStar Engineering and authorize the Town Manager to execute, and
3. Authorize the Town Manager to execute additional work orders up to 10% of the contract amount.

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 is administered by the Division of Local Assistance, Office of Active Transportation and Special Programs. The purpose 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.

On March 20, 2014, Caltrans announced the first Call-for-Projects for the Active Transportation Program. By May 21, 2014 the Town of Paradise had submitted three complete grant applications for funding, including: (1) Pearson Rd SR2S Connectivity Project; (2) Maxwell Dr SR2S Project; and, (3) Downtown Paradise Equal Mobility Project.

On August 20, 2014, the California Transportation Committee announced the adoption of Statewide and Small Urban and Rural components of the program. A total of 772 applications were received during Cycle 1 from local agencies throughout the State. Of which, 265 projects have been funded, totaling approximately \$311 million in federal and state funds. The Town of Paradise was awarded two of three projects submitted, totaling nearly \$2.35 million at 100% state funded.

On March 10, 2015, Town Council approved Program Supplement Agreement No. 013-N for Project ATPL-5425 (029) to assure receipt of \$45,000 in State funds for the project's Project Approval and Environmental Document phase.

On June 11, 2015, Staff issued a formal Request for Proposals (RFP) utilizing formal consultant selection procedures per the Caltrans Local Assistance Procedures Manual for State projects. The RFP stated the scope of work for the preliminary engineering services which are needed. Due to staffing levels and project workloads, these services cannot be performed by in-house Town staff and are outlined below:

- Project Management
- Surveys and Mapping
- Utilities Coordination
- Geotechnical Investigation
- Project Design
- Property Owner Coordination
- Construction Phase Authorization

On June 24, 2015, the California Transportation Commission approved the Town's request to authorize Preliminary Engineering funds for the subject project and close the preceding project phase.

Analysis:

By July 13, 2015 at 4:00 PM, Town staff had received four responses to the RFP. The proposers and their sub-consultants are listed below:

1. Mark Thomas & Company (MT&Co)
 - a. Taber Consultants
2. NorthStar Engineering (NorthStar)
 - a. L&L Surveying
 - b. Holdrege & Kull
3. Hillesland Consulting, Inc. (HCI)
 - a. Taber Consulting
 - b. Foothill Associates
 - c. Moffatt & Nicol
 - d. Chaudhary & Assoc.
4. Firma Design Group (FDG)
 - a. L&L Surveying
 - b. Holdrege & Kull

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

Ian Sanders, Butte County
Jim Day, Caltrans Division of Local Assistance
Felicia Haslem, Caltrans Division of Local Assistance
Marc Mattox, Town of Paradise
Colette Curtis, Town of Paradise

The Committee received and ranked the proposals according to the criteria provided in the RFP and shown in Table 1 on the next page.

Table 1: Criteria Weighting Table

No.	Evaluation Criteria	Rating (0-5)	Weight	Score Possible (Rating * Weight)
1	Completeness of Response	Pass/Fail	Pass/Fail	Pass/Fail
2	Understanding the Work to be Done	0 - 5	25	125
3	Experience with Similar Kinds of Work	0 - 5	20	100
4	Quality of Staff for Work to be Done	0 - 5	15	75
5	Capability of Developing Innovative or Advanced Techniques	0 - 5	10	50
6	Familiarity with State-only Funding Procedures	0 - 5	10	50
7	Financial Responsibility	0 - 5	10	50
8	Demonstrated Technical Ability	0 - 5	10	50
9	Litigation History	Pass/Fail	Pass/Fail	Pass/Fail
10	Conflict of Interest Statement	Pass/Fail	Pass/Fail	Pass/Fail
11	Contract Agreement	Pass/Fail	Pass/Fail	Pass/Fail
12	Cost Estimate (Separately Sealed)	Pass/Fail	Pass/Fail	Pass/Fail
TOTAL POSSIBLE				500

Committee review of the proposals was performed independently. Average of the five proposal rankings are shown in Table 2.

Table 2: Average Proposal Scores

No.	Evaluation Criteria	MTCO	NorthStar	HCI	FDG
1	Completeness of Response	Pass	Pass	Pass	Pass
2	Understanding the Work to be Done	120	120	110	105
3	Experience with Similar Kinds of Work	96	96	72	84
4	Quality of Staff for Work to be Done	72	69	63	66
5	Capability of Developing Innovative or Advanced Techniques	48	26	34	30
6	Familiarity with State-only Funding Procedures	46	48	46	36
7	Financial Responsibility	18	46	40	38
8	Demonstrated Technical Ability	48	44	44	42
9	Litigation History	Pass	Pass	Pass	Pass
10	Conflict of Interest Statement	Pass	Pass	Pass	Pass
11	Contract Agreement	Pass	Pass	Pass	Pass
12	Cost Estimate (Separately Sealed)	Pass	Pass	Pass	Pass
TOTAL		448 (2)	449 (1)	409 (3)	401 (4)

After scoring the proposals, the Committee met to discuss and reach a consensus selection. The evaluation committee's scores determined NorthStar Engineering as the preferred consultant and a consensus was reached to proceed on the project. Per State funding

procedures, only NorthStar Engineering's cost proposal was opened to begin negotiations. Had a cost agreement not been reached between the Town of Paradise and NorthStar Engineering, the next highest ranked consultant's cost proposal would be opened and negotiations would proceed with that consultant.

NorthStar Engineering's initial cost proposal to deliver the project as construction ready in 2016, including all required State funding milestones complete was \$163,705.85. After completing cost and scope negotiations, staff has agreed to accept their revised proposal of \$166,385.01 which is within the grant budget for preliminary engineering. This revised proposal includes a reduction of the overall fee percentage and an increase in scope to accommodate stormwater review and mitigation.

Staff recommends Council consider awarding the contract, Attachment A, to NorthStar Engineering to perform the specified preliminary engineering services for the Pearson Rd SR2S Connectivity Project.

Financial Impact:

The professional services agreement and respective services will be 100% funded by the State Active Transportation Program. The budgeted grant amount for the Preliminary Engineering phase of the project is \$181,000 as shown in Attachment B. The estimated total contract cost is \$166,385.01. Services will be paid on a not-to-exceed basis, using a task by task process.

Alternatives:

Modify recommendation, delay action or reject proposals received.

Attachments:

1. Attachment A – Professional Services Contract Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

Contract 15-01.PE Pearson Rd SR2S Connectivity Project

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:

NorthStar Engineering

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Radley Ott

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

Town of Paradise

The Contract Administrator for LOCAL AGENCY will be Marc Mattox, Town Engineer

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated July 29, 2015. The approved CONSULTANT's Cost Proposal is attached hereto (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. The 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 Consultant's services provided under this contract due to negligent acts, acts, errors, or omissions of the CONSULTANT. The 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, acts, errors, or omissions of the 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. LOCAL AGENCY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner provided in this contract. 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.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. 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.
- H. The consideration to be paid to CONSULTANT as provided in this contract, 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

- A. Consultant shall complete the following task list as referenced in the Consultant's Proposal dated July 29, 2015, 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 August 12, 2015, 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 when a construction contract is awarded or November 1, 2016, whichever comes first, 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 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 XVII 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 A. Mattox
Town Engineer
Town of Paradise
5555 Skyway
Paradise, CA 95969

- E. The total amount payable by LOCAL AGENCY shall not exceed \$166,385.01
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. In addition to Article IE of this Contract, 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. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is based upon the value of the work properly complete by CONSULTANT at the time of termination.

ARTICLE VII 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 cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII 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 IX DELETED

ARTICLE X COST PRINCIPLES

- 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.

ARTICLE XI 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 XII 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

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 California 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 that are pertinent to the contract 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 XIII EXTRA WORK

At any time during the term of this Agreement, Local Agency may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Local Agency to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from Local Agency.

ARTICLE XIV 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 work under the contract, 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 XV 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.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE XVI SUBCONTRACTING

- A. 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.
- B. 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.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

ARTICLE XVII 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 XVIII 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 XIX 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 XX 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 consultants 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 XXI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXII 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 XXIII 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 XXIV 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 XXV 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 XXVI 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 thereunder (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.

ARTICLE XXVII 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 Governmentwide 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 XXVIII 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 et seq., 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.

ARTICLE XXIX 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 XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XXXI IDEMNITY

Consultant agrees to defend, indemnify and hold harmless the Local Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all attorney fees, court costs, costs and expenses in connection therein), arising from its negligent performance, misconduct or omissions relating to the services under this Contract or its failure to comply with any of its obligations contained in this Contract, except for any such claim arising from the sole negligence or willful misconduct of the Local Agency, its officers, agents, employees or volunteers.

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:

NorthStar Engineering
Radley Ott, Project Manager
111 Mission Rnach Blvd
Chico, CA 95926

LOCAL AGENCY:

Town of Paradise
Marc A. Mattox, Contract Administrator
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 and Exhibits constitutes an integrated agreement with the only terms and conditions between them and that it 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 XXXIII SIGNATURES

TOWN OF PARADISE

By _____
Lauren Gill,
Town Manager

CONSULTANT NAME

By _____
Neil Graber
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 _____

**EXHIBIT "A"
Scope of Services**

SCOPE OF SERVICES

NorthStar has prepared the following scope of services to develop the project design and subsequent construction bid documents that best supports the successful implementation of this project. This scope is based on our understanding of the project at the time of contract negotiations, a recent site visit, our experience and familiarity of this roadway combined with the design team's collective experience with similar state-funded roadway and pedestrian improvement projects. The following tasks are presented more or less sequentially to follow the intended project schedule. NorthStar expects that the below Tasks may be performed in an order that may not follow the order of tasks below.

Task 1. Project Initiation

This first-task involves confirming NorthStar's understanding of the project and develop a critical line of communication between the Town and the NorthStar Design Team. Our experience has shown this initial project start-up understanding develops a sound foundation and efficient project development. This constrained timeline and multiple design elements highlights the necessity for diligence during this initial project phase to reduce potential for design changes and subsequent delays.

As a first order of work post execution of the agreement, on behalf of the design team, NorthStar will meet in person with applicable Town staff to confirm project goals, objectives and address any outstanding questions or concerns from the design team. Topics of this meeting will be comprehensive and will focus on efficient design development and such items such as, schedule, roles and responsibilities, design approach, design criteria, conceptual retaining wall configurations, right-of-way and rights-of-entry issues, drainage design and necessity for LID elements, landowner coordination expectations, and utility relocations. Additionally, project management protocols will be addressed to avoid potential communication errors during this development of this project.

In conjunction with this initial "kick-off" meeting, a site walk-through is proposed to collectively identify potential design related conflicts, areas of concern, with the goal of establishing a common understanding of the project needs.

Additionally, NorthStar will review any available utility maps and other available, relevant data as part of this task.

DELIVERABLES:

- Meeting Agenda prior to meeting, and meeting minutes following the meeting.
- Photographs and other supporting information will be used in subsequent design development.

ASSUMPTIONS:

- The Town will provide (or note where available) historic and current traffic counts for this roadway, including truck use information.
- Town will provide available background documents related to the design of this project

Pearson Road SR2S Connectivity Project- Scope of Work

Local Assistance Project No ATPL 5425 (029)

Town Contract No. 15.01PE / NorthStar Project No. 15-141

July 29, 2015

Task 2. Land Surveying Coordination and Right-of-Way Mapping

In conjunction with the kick-off meeting, a site visit with L&L Surveying (currently under contract with the Town to perform topographic surveying) of the project site will also be conducted to confirm field surveying needs to complete the survey as soon as possible. The additional right-of-way field surveying and mapping will be performed by L&L surveying which is not part of the separate (previous) professional services agreement with the Town.

The right-of-way field surveying and mapping will include the prerequisite research of recorded maps and documents to understand existing boundaries and location of monuments in the field. Existing monuments will be located during the field survey if present and utilized in the analysis and development of right-of-way lines applicable to the project area along Pearson Road. Linework developed from the right-of-way analysis will be incorporated into the topographic survey CAD file to develop a comprehensive existing condition base file that will function as the foundation for design.

Depending on the extent and complexity of utility relocations, the NorthStar Design Team proposes to remobilize (at a later time) to survey utility markings provided by utility companies to more accurately locate utility conflicts in the base drawing and subsequent relocation efforts. This additional effort is predicated on utility companies providing pre-project or “design” markings. Surveyed utility markings will be added to the existing conditions base map.

DELIVERABLES:

- Field survey to locate existing monuments and monument ties (if available).
- Review of Record of Surveys and County Right of Way maps on Pearson Road from Skyway to Academy Drive.
- Digital (CAD and pdf) and hard copy plots of existing conditions exhibit that include topographic survey and right-of-way information.
- CAD base file will be used in subsequent development of project plans.
- Supplemental field survey mobilization to locate exiting USA marking for Utilities and revised base map with utility markings incorporated.

ASSUMPTIONS:

- A record of survey will not be performed.
- Obtaining or reviewing title information is not a part of this scope.
- Right-of-way linework is developed to support design purposes.

Task 3. Utility Coordination

NorthStar will provide coordination with utility companies to identify utility conflicts, and collaborate on appropriate avoidance or relocation solutions. NorthStar will follow the established “A-B-C” utility coordination protocol commonly established with regional utility companies.

Subtask 3-1. Initial Correspondence

As a first order of work following the kick-off meeting and site visit, NorthStar will support the City in coordination with utility companies for potential utility relocations. NorthStar will develop a project location exhibit sufficient to inform utility companies of the project and how their

respective utilities may be affected from project improvements (Letter A). The expected outcome of this initial correspondence is receipt of utility maps and initiate meetings with various utility companies to discuss potential conflicts and relocations.

In addition to supplying Letter A's, NorthStar proposes to request from utility companies a "pre-project" or "design" field markings of any underground utility facilities which may exist in the project impact area be performed. These utility markings can then be surveyed to incorporate more accurately their location into the base drawing(s) as opposed to digitizing from hard copy maps. This provides the ability to more accurately understand conflict potential, and in cases of potential underground conflict, potholing to positively locate existing utilities may be needed to avoid construction delays and risk to the Town.

Upon receipt of utility maps, NorthStar will confirm accurate representation of the size and type of utilities are represented in the project base drawings and plans. NorthStar will issue this map to utility companies for their review and concurrence.

Subtask 3-2. Relocation Coordination

The second stage of utility coordination involves determining potential conflict and providing utility companies with the proposed preliminary project plans (with conflicts identified and quantified) from which avoidance and/or relocation discussions can commence. The revised 35% preliminary plans are expected to entail a level of detail and include the ultimate layout of the project applicable for these discussions. Commonly a field review with utilities provides an efficient way to both confirm conflict dynamics and develop solutions; NorthStar will organize and facilitate such a utility field review meeting. Additionally, NorthStar will facilitate on behalf of the Town, determination of liability for relocations.

After confirming responsibility for relocations (if any), NorthStar will facilitate utility relocation agreements which includes preparation of agreement and coordination of legal review (by respective utility and Town legal counsel). After agreement execution (if applicable) and advancing the design to an appropriate level, NorthStar will issue a "Letter B" to utility companies that conveys the relocation terms, provides the project design plans, and effectively notifies utility companies to begin relocation planning and design. NorthStar will monitor relocation activities by respective utilities and will review relocation plans.

Paradise Irrigation District (PID) has traditionally not been liable for relocation of utilities due to their pre-existence to Town incorporation. This scope assumes that design of relocation activities will NorthStar will design and develop plans for relocation of PID facilities. This effort includes a draft version submittal to PID, response to comments and final project plans.

As part of this task, NorthStar will prepare a design memorandum that specifically addresses the methods and practices associated with the administration of utility relocations. In the absence of federal-aid driven utility relocation documentation, this memo will serve to document relocation protocols performed for future purveyors of project administration.

Subtask 3-3. Relocation Notice

Upon the Town confirming allocation of construction funding, NorthStar will notify applicable utility companies that they will need to relocate utilities, if any are needed. This correspondence will be reviewed and confirmed by the Town prior to delivery.

DELIVERABLES:

- NorthStar will attend regularly scheduled regional utility meeting and correspond directly with utility company staff.
- Develop and Submit "Letter A's" to PID, PG&E, Comcast, and AT&T.
- Prepare and deliver revised base map for utility review (digital and hard copy).
- Schedule, prepare agenda, and facilitate field meeting and subsequently provide meeting minutes.
- Project Location and utility conflict map (digital and/or hard copies)
- Develop and Submit "Letter B's" to PID, PG&E, Comcast, and AT&T, if needed.
- Compile (4) utility relocation agreements (digital and/or hard copies).
- Develop and Submit "Letter C's" to PID, PG&E, Comcast, and AT&T, if needed.
- Prepare utility relocation administration design memo.

ASSUMPTIONS:

- The Town will provide example or template utility relocation agreement for use on this project.
- The Town will draft and administer needed staff reports associated with utility relocations.
- One review of utility maps and relocation plans will be performed.
- Relocation of PID facilities will include raising of valve boxes, fire hydrant laterals/ risers and hydrants; mainline relocation is not a part of the proposed level of effort.
- Utility exhibit will serve to identify existing utility locations; specific design of utility relocations (other than PID as limited) will not be a part.

Task 4. Geotechnical Investigation

This task will utilize the geotechnical expertise of Holdrege & Kull (H&K) to develop a sound understanding of the geotechnical limitations and opportunities for the design and construction of this project. H&K is proposing the following cost savings approach to our scope of services. The subsurface exploration will be performed with a small track excavator or backhoe, instead of a truck mounted drill rig and H&K will perform seismic refraction surveys and shear-wave profile evaluations of the upper 30 meters of the subsurface using Refraction Microtremor (ReMi) methodology. H&K will be able to collect the necessary subsurface soil samples using the backhoe, and meet the requirements of Chapter 16 of the 2013 California Building Code for seismic design parameters.

Subtask 4-1. Site Investigation

H&K will perform a site investigation using a small track mounted excavator or backhoe to characterize the shallow soil, rock and groundwater conditions within the project footprint. In addition, H&K will use seismic refraction geophysical equipment to perform shear wave velocity profiling of the subsurface for rippability determination. The site investigation will provide the

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basis for engineering design recommendations for earthwork and pavement structural improvements. The site investigation includes the following components, which are described below: Surface Reconnaissance Investigation, Subsurface Investigation, and Laboratory Testing. This surface and subsurface investigations does not include the evaluation of the site for the presence of hazardous waste materials, and/or groundwater pollutants.

LITERATURE REVIEW AND SURFACE RECONNAISSANCE INVESTIGATION

H&K will perform a literature review of available engineering plans and documents, and perform a surface reconnaissance of the project site to identify surface conditions that may impact the proposed site development plans. In general, H&K's field engineer/geologist will observe and describe surface exposures of the following existing site conditions:

- Site and surrounding land uses.
- Surface conditions of the asphalt.
- Existing site improvements.
- Site topography and drainage.

SUBSURFACE INVESTIGATION

A minimum of 48 hours prior to performing the subsurface investigation H&K will mark the proposed subsurface exploratory locations with white paint and notify Underground Services Alert (USA) as required by California state law. USA members will inspect each proposed subsurface exploratory location to determine if any underground utilities are present at these locations. The property owner is responsible for marking all known utilities within the proposed excavation areas inside the subject property. If USA identifies the presence of underground utilities at any of the proposed exploratory locations then we will move the excavation location to an area that is clear of underground utilities.

H&K will perform a subsurface investigation to obtain an understanding of the shallow soil, rock and groundwater conditions underlying the realignment section to the maximum depth explored. A maximum of six (6) exploratory excavations will be advanced, using a track mounted excavator, or if limited access is present, excavations will be performed by hand digging equipment. The exploratory excavations will be advanced up to a maximum depth of 5 feet below the existing surface. Each exploratory excavation will be backfilled immediately after logging and sampling activities are completed using the native soil.

H&K's field engineer/geologist will collect disturbed soil samples from each exploratory excavation. Generally, soil samples will be collected within the top 12-inches of the proposed finished subgrade soil. Additional soil samples may be collected and/or the sample intervals may be changed depending upon the soil conditions encountered. The soil samples will be labeled, sealed, and transported to our laboratory facility where selected samples will be tested to determine their engineering material properties. If the groundwater table is encountered, the depth to groundwater below the existing ground surface will be measured.

H&K will perform an in-situ shear-wave velocity profile of the upper 100 feet (30 meters) of the site using SeisOpt® ReMi™ Vs30 Method for shear-wave profiling. The shear wave velocity data will be used to determine a Site Class and seismic design parameters in accordance with Chapter 16 of the 2013 CBC. The seismic survey line will include 12 geophones on approximate 8-meter spacing, for a

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total seismic line length of 96 meters. A 48 channel, microprocessor control signal enhancement seismograph will be used to record ambient seismic noise, or micro-tremors, which are constantly being generated by cultural and natural noise. Additional ambient noise may be initiated from vehicles and during exploratory excavations on site.

H&K will perform up to two (2) seismic refraction survey lines in the vicinity of the proposed retaining wall areas with rock outcrops. It is estimated that seismic lines would be approximately 60 feet long, yielding seismic velocities to depths up to 20 feet below ground surface. H&K will analyze the survey data and correlate the results with the observed surface geology of the area and our exploratory trenches in an effort to evaluate the depth to and rippability of cemented gravels and competent rock.

LABORATORY TESTING INVESTIGATION

H&K will perform laboratory tests on selected soil samples to determine their engineering material properties. All laboratory tests will be performed consistent with the guidelines of the American Society for Testing and Materials (ASTM). The ASTM soil characterization tests may include:

- D2487 & D2488, Unified Soil Classification System, Description Visual Method
- D2937 & D2216, Density and Moisture Content
- D422, Particle Size Distribution, Sieve and Hydrometer Analysis
- D2166 Unconfined Shear Strength
- D2850, Tri-axial Shear Strength
- D3080, Direct Shear Strength
- D2166, Unconfined Compressive Strength
- D4318, Atterberg Plasticity Indices
- D4829, Expansion Index

Subtask 4-2. Data Analysis and Engineering Design

H&K will use the state of the practice geotechnical engineering analyses methods to evaluate the on-site soil properties. These analyses methods may include but will not be limited to the following:

DATA ANALYSIS METHODS

- Seismic Refraction data analyses.
- Cut and fill slope stability analyses.
- Soil Concrete friction coefficients.
- Soil shear strength.
- Soil plasticity indices.
- Soil expansion potential.
- Soil corrosion potential.
- Building and/or surcharge loads.
- Groundwater seepage and drainage controls

H&K will develop geotechnical engineering design recommendations for roadway improvements and provide applicable recommendations. The geotechnical engineering design recommendations may include but not be limited to the following:

EARTHWORK IMPROVEMENT RECOMMENDATIONS

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- Soil subgrade preparation
- Aerial fill moisture conditioning and compaction requirements.
- Fill soil loose lift (layer) thickness requirements
- Rippability of shallow soil and/or competent rock.
- Cut slope and fill slope geometries.
- Exclusion of oversize fill soil materials.
- Utility trench backfill material placement and compaction requirements
- Fill soil loose lift (layer) thickness requirements
- Surface water drainage.
- Temporary construction de watering methods.
- Subdrain systems (if necessary).

STRUCTURAL IMPROVEMENTS

- Concrete foundation soil sliding friction coefficients.
- Modulus of subgrade reaction.
- Cantilever retaining wall lateral earth pressure coefficients.
- Cantilever retaining wall foundation dimensions and embedment depths.
- Seismic (earthquake shaking) design parameters.

Subtask 4-3. Report Preparation

H&K will prepare geotechnical engineering report that will present our findings. Our geotechnical engineering report will meet the accepted geological engineering principles and practices performed in northern California. The report will include descriptions of the site conditions, field investigation, laboratory testing, and geotechnical engineering design recommendations for the proposed earthwork and pavement structural improvements. H&K will deliver four bound copies of the final report to the Town. The report will be signed and stamped a responsible California Professional Engineer (PE) for this project.

DELIVERABLES:

- Site Investigation and Laboratory Testing,
- Data Analysis and Engineering Design,
- Report Preparation,
- Final Design Plan Review.

ASSUMPTIONS:

- Town will facilitate in notification and obtaining right-of-entry clearances from applicable property owners as needed.
- It is H&K's understanding that a new road section design is not required and therefore no resistance value (R-Value) testing will be performed.
- Town of Paradise will obtain/provide encroachment permits and other permitting necessary to facilitate H&K's soil sampling efforts, at no additional cost to H&K.
- Due to short duration of work and being performed on the shoulder/ partial bike lane, no lane closures or temporary traffic control will be required for the site investigation. If H&K needs to contract these services, additional fees will be needed.

Task 5. Conceptual Design Development

This preliminary design task serves multiple functions in the design process; to advance the level of design to identify and resolve design challenges; accurately determine utility conflicts; and develop driveway/ roadway conform design solutions to facilitate landowner coordination. Utilizing this phase of development for problem solving and iterative design prevents unnecessary expenditure of resources on an errant design trajectory.

Technical design will follow primarily the criteria and guidance set forth in the 2011 (6th ed.) American Association of State Highway and Transportation Officials (AASHTO) Geometric Design of Highways and Streets and Caltrans Highway Design Manual if certain criteria are undefined. Additionally, design elements will follow the Caltrans 2010 Standard Specifications and Standard Drawing to the extent practical, and augmented with local Town and PID design details and criteria as applicable.

Subtask 5-1. Basis of Design

Utilizing the available data and working knowledge, NorthStar will develop a brief Basis of Design document to establish the design criteria and rationale for this project. This document is expected to be brief yet address the salient criteria and logic necessary to guide the design effort. This documentation has proven extremely useful to efficiently guide the project and is required for project design documentation necessary to substantiate appropriate use of public transportation funds.

Subtask 5-2. Preliminary Design 35%

Utilizing information from the Basis of Design and existing conditions base drawing, NorthStar will develop the design to include both horizontal and vertical elements.

IMPROVEMENT LAYOUT AND INITIAL GRADING

NorthStar will layout the curb, gutter and walkway, driveway transitions, roadway intersections to best meet design criteria and project goals. This is expected to include design of bulb-outs and potentially non-typical intersection transitions due to vertical constraints. The evaluation of stopping sight distance will be performed to confirm appropriate intersection layouts. Vertical grading will be performed to identify potential constraints to existing right-of-way and inform retaining wall feasibility.

Evaluation of potential utility conflicts will also be performed as part of this early layout phase. An utility conflict exhibit will be developed to facilitate utility relocation coordination.

RETAINING WALL LAYOUT ANALYSIS, CALCULATIONS AND ALTERNATIVES CONSIDERATION

Layout and analysis of vertical constraints in cut and fill slope areas will be performed to identify potential design solution alternatives. If needed, initial structural calculations will be performed to preliminarily size, estimate impact area(s), and estimate relative costs associated with retaining wall alternatives. These alternatives will be presented to the Town for consideration and selection of a preferred alternative.

STORM DRAINAGE CALCULATIONS, INFRASTRUCTURE DESIGN, AND POST-CONSTRUCTION BMP DESIGN

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Storm drainage calculations will be performed to size both inlet capacities and pipe sizes for all discharge locations to identify if modifications to existing infrastructure is needed and size new drainage elements. An initial layout of storm drain infrastructure will be performed.

Based on the recently adopted MS4 requirements for post-construction BMPs, NorthStar will size and develop alternative permanent stormwater BMPs/ Low Impact Design elements and locations for consideration by the Town.

LANDSCAPE DESIGN

The NorthStar Design Team will develop landscaping concepts for the post-construction BMPs/ LID facilities to best support function, aesthetics, and low-maintenance for these facilities. Landscape design will include development of planting plan and palette, any irrigation needs, layout, and details as needed. Landscape design will not include development of street trees.

UTILITY RELOCATION DESIGN

NorthStar will design the relocation of PID facilities following PID standards. NorthStar will submit to PID a draft plan set for review and comment by PID and perform modifications per this review.

COMMUNICATION WITH TOWN

After resolution of the preliminary design alternatives, landowner coordination, and an understanding of utility conflicts, the NorthStar Design Team proposes presentation to the Town Council to collectively communicate and obtain concurrence on the status design direction. Due to the interactions with multiple landowners and businesses, importance of the project to the Town, the Design Team anticipates that this communication may be helpful in providing a common understanding of the project elements at this design level. This presentation is expected to be brief and relatively simple with visual aids limited to those areas with non-typical characteristics.

DELIVERABLES:

- Draft and Final versions of the Basis of Design (Hardcopy and Digital copies).
- Draft and Final preliminary PID relocation plans for review and comment (Hardcopy and Digital copies).
- Meeting to discuss identified design challenges.
- Storm drainage analysis design memo.
- Sight distance analysis design memo.
- Meeting to discuss and present Town with retaining wall alternative solutions.
- Utility conflict map (Hardcopy and Digital copies).
- Brief presentation to Town Council, if practical.

ASSUMPTIONS:

- The existing roadway centerline alignment cross-sectional profile will remain. Curb alignment will generally follow a parallel alignment (except bulb-out areas and intersection returns).
- The Town will confirm the design speed for the roadway.
- Drainage analysis will be limited to the immediate drainage basin(s) and not address conveyance limitations upstream or downstream.
- Roadway reconstruction is not a part of the project.

- Relocation of PID facilities will include raising of valve boxes, fire hydrant laterals/ risers and hydrants; mainline relocation is not a part of the proposed level of effort.
- The existing roadway cross-sectional slopes meet current roadway design standards.
- If design exception are made as a consequence of limited funding or project timeline, the Town will be responsible to prepare and execute relevant design exception. The Town will provide NorthStar with a copy of the executed exception documentation.

Task 6. Landowner Coordination

NorthStar will communicate and coordinate with adjacent property owners to establish locations and grades of driveways, locations of mail boxes, parking layouts, walkway configurations, fence relocation(s), tree removal, and other related improvements. NorthStar will perform this task with diplomacy, patience, and in a professional manner. We anticipate this coordination requiring two general phases, as described below.

Subtask 6-1. Initial Coordination

EXHIBIT PREPARATION

Prior to initiating communication with property owners, NorthStar will develop “concept” exhibits to share with landowners that illustrate a first draft layout and design of improvements. These exhibits will be developed during preliminary design and after concurrence from the Town.

PERSONAL COMMUNICATIONS

NorthStar will exercise multiple lines of communication to initially contact adjacent landowners including phone conversation or mailed letters to initiate meeting times. NorthStar intends on meeting with individual landowners if possible to introduce the project, discuss the potential improvements and document individual concerns.

STATUS UPDATE

Subsequent to initial communications with owners, NorthStar will provide verbal updates to the Town to inform them of any issues or exceptionally concerned landowners that may need to be aware of. Additionally, this provides the opportunity to discuss potential modifications proposed by landowners.

Subtask 6-2. Follow-up Coordination

NorthStar expects that follow-up conversations will be needed for the majority of landowners to answer any questions that arise and provide recommended solutions to potential issues that arise. After modifications to pertinent elements in question are incorporated into the exhibits, NorthStar will coordinate and meet with individual landowners as needed to discuss the proposed improvements.

DELIVERABLES:

- Draft improvement exhibits for review, digital copies.
- Notes of meetings will be incorporated into design as appropriate.
- Verbal updates on coordination efforts.

ASSUMPTIONS:

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- Acquisition of lands are not a part of this project, and this coordination will not satisfy requirements of the Uniform Act associated with federal transportation funding, including compensation for right-of-entry during construction..
- NorthStar will not obligate the Town to construct or perform actions without prior consent by the Town.
- NorthStar will maintain “Concept: Not for Construction” watermarks on all documents. NorthStar will not deliver digital documents to landowners unless previously authorized by the Town.
- NorthStar will produce a list of owner’s contact information from parcel data; if needed, the Town will assist NorthStar in determining contact information if parcel information is errant.

Task 7. Preliminary (60%) Level of PS&E Contract Documents

This design task will progress the previous preliminary design by incorporation of discussed refinements, preferred alternatives and potential utility relocation design iterations. This task is intended to perform the bulk of the design effort, and will include developing the bid item list, quantities, engineer’s estimate, and special (technical) specifications. More specifically, this level of design will include incorporate of design elements such as:

- detailed grading design and labels including flowline profile;
- develop a full plan sheet set;
- minor landscaping items;
- back of walk fencing (ADA compliant);
- detailed structural design of retaining walls;
- revised water utility relocation plans and details; and
- project specific construction details

NorthStar will utilize the scope and Engineer’s Estimate provided in the original ATP Project Application as guidance for construction budget and project features. Development of project specifications will be based on the Caltrans 2010 Standard Specifications modified for local agency use and will benefit from the experience from previous projects. Amendments and revised standard specifications will be confirmed with the Town during the Basis of Design and previous preliminary design process and included as appropriate.

Utilizing Caltrans cost data, recent similar projects, and ATP grant application Engineer’s Estimate, project cost estimates will be developed. The bid items list/ engineer’s estimate will be itemized following typical Caltrans bid items so as to adhere to the format of the 2010 specifications.

Prior to submittal to the Town, the PS&E package will undergo internal QC/QA review by senior engineering staff to confirm accuracy and constructability of these documents. Applicable revisions will be incorporated prior to submittal to the Town for review.

DELIVERABLES:

- NorthStar will provide deliverables in one submittal package.
- One set of hard copy (letter size) and digital copy (pdf and MS Word) 60% level of project Specifications; including General, Standard Special, Revised (as applicable), and Amended (as applicable).

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- Order of work, time of work, and other applicable, project specific portions of the Division 1 General Provisions will be addressed and included as part of the Scope.
- One set of hard copy (letter size) and digital copy (pdf and MS Excel) 60% level of engineer's estimate/ bid item list. The engineer's estimate/ bid item list will be in a format to support development of the Contract Specific DBE Goal.
- One set of hard copy (24x36) and digital copy (pdf or Design Review) 60% level of project plans, including the following sheets (number of sheets are estimated and may fluctuate as needed):
 - Title/ Signature/ Legend sheet (1);
 - Typical Sections (1);
 - Overview Plan/ Survey Control (1);
 - Demolition Plan (4, 20 scale);
 - Erosion and Sediment Control Plan (2, 40 scale);
 - Plan (Signage/Striping, and Landscape) (4, 20 scale);
 - Retaining Wall Plan and Details (2, 10 scale)
 - Storm Drainage Plan (1, 40 scale);
 - Water Relocation Plan and Details (1, 40 scale);
 - Temporary Traffic Control Plan (2, 100-scale)
- Coordination and review of local agency specific Division 1 General Provisions are encouraged and provided with this scope.

ASSUMPTIONS:

- Design will encroach outside of the existing roadway prism to include grading conforms and retaining wall grading conforms.
- Intersection designs will provide improvements to the curb returns and an additional distance as appropriate but not to exceed 20 (\pm 10) feet.
- The curb alignment will remain parallel with the existing roadway (with the exception of curb returns and bulb-outs).
- Lip of gutter will conform to the existing cross-sectional profile and modifications to the roadway (travel lanes) are not included.
- Project survey control will be based on control used for project survey.
- Detail of plans and specifications will not support regrading of the entire roadway; only lateral extension of walks and conform grading including retaining wall grading.
- Design will not include grading outside of the lateral conform location.
- Existing right-of-way is assumed to be adequate to support roadway widening and related construction staking.
- Quantity sheets will not be provided.
- Development of Additive/ Alternate bid items are not a part of this scope.
- Town will provide local agency specific Division 1 General Provisions.
- The Town will provide one set of combined comments after review.
- This level of design is adequate for accessibility review by the Department of State Architecture (DSA).

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Task 8. Final Design and Contract Documents

Subtask 8-1. 90% Level of Contract Documents

Based on the Town technical review and comments to the 60%, the project plans, specifications and estimate will be progressed to a 90% level of completion. This level of completion is considered to be essentially complete including preparation and inclusion of applicable bid documents. Additionally, this level of design will be developed to support submittal for the Request for Allocation for the construction phase of the project. The project plans will include additional needed label detailing, notes and design refinements to support implementation of the project by any contractor. Similarly, project specifications and engineer's estimate will be refined to support successful implementation of the project.

NorthStar will develop all applicable contract documents for the subsequent bidding and construction of the project. This will include in addition to the Specifications, Contractor-Agency agreement (specifically for and obtained from the Town of Paradise), and needed Bid Documents. This combination of Specifications, Agreement and Bid Documents will be combined into one "Bid Book" document. Both the Agreement and Bid Documents (modified as necessary) will be incorporated based on previously formatted Town documents. Bid Documents are expected to include, but not limited to: Notice to Contractors, Special provisions, Descriptions of Project, General Provisions, General Construction Details, Bid Forms, Certifications, list of Subcontractors, questionnaire Public Contracting 10232 statement, public contract code sections 10285.1 statement, Bidder's signature pages, bidder's bond, owner-agency agreement and applicable Standard Plans.

DELIVERABLES:

- NorthStar will provide deliverables in one submittal package.
- One set of hard copy (letter size) and digital copy (pdf and MS Word) 90% level of project Bid Book; including
 - General, Standard Special, Revised (as applicable), Amended (as applicable) Provisions;
 - Owner-Contractor Agreement (Town Specific);
 - Bid Documents.
- One set of hard copy (letter size) and digital copy (pdf and MS Excel) 90% level of engineer's estimate/ bid item list.
- One set of hard copy (24x36) and digital copy (pdf or Design Review) 90% level of project plans, including the following sheets (number of sheets are estimated and may fluctuate as needed):
 - Title/ Signature/ Legend sheet (1);
 - Typical Sections (1);
 - Overview Plan/ Survey Control (1);
 - Demolition Plan (4, 20 scale);
 - Erosion and Sediment Control Plan (2, 40 scale);
 - Plan (Signage/Striping, and Landscape) (4, 20 scale);
 - Retaining Wall Plan and Details (2, 10 scale)

- Storm Drainage Plan (1, 40 scale);
- Water Relocation Plan and Details (1, 40 scale);
- Temporary Traffic Control Plan (2, 100-scale)

ASSUMPTIONS:

- The Contract Documents will not provide a Water Pollution Control Plan (WPCP) or Stormwater Pollution Prevention Plan (SWPPP), nor progress permit coverage as this will be provided by the Contractor for the project. These services can be provided as an additional work item to this agreement if deemed necessary.
- The Town will be responsible to develop, coordinate, submit, execute, and maintain all relevant permits for the construction of this project.
- Construction staking is not provided with the scope.

Subtask 8-2. Final (100%) Contract Documents

Subsequent to receiving comments from the 90% level of design contract documents and DSA comments, the Contract Documents will be refined to address applicable comments and best support constructability of the project. This stage of project development assumes that substantive design elements have been previously and appropriately addressed. It is expected that this stage of project development is to provide minor refinements only as necessary to provide clarity for contractors and limit potential risk to the Town during the construction of the project.

DELIVERABLES:

- NorthStar will perform requirements as needed to develop the 100% level of design contract documents.
- Itemized deliverables for this Final (100%) Contract Documents design sub-task will be delivered as part is listed in Task 10. "Bid Process Support".

Task 9. Construction Phase Funding Allocation

NorthStar will support the Town in the coordination, preparation, and submittal of various funding triggered agency reviews, certifications and construction phase requests. NorthStar will communicate and coordinate with Caltrans District 3 Local Assistance staff to confirm programming requirements, timelines, and agency responsibilities. This coordination will be performed in a professional and diligent manner.

Subtask 9-1. DSA Accessibility Review

NorthStar assumes that review by the Department of State Architecture (DSA) is required with Cycle 1 ATP State-only funded projects. Subsequent to 60% preliminary design revisions, NorthStar will prepare the application forms and package the PS&E package for submittal to DSA for review of Americans with Disabilities Act (ADA) accessibility compliance.

Additionally, NorthStar will provide a ADA compliance design memo that addresses that the walkways along Pearson exceed maximum longitudinal slopes and that it is not feasible for these facilities to achieve full compliance following the guidance provided in Proposed Accessibility

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Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG; R202.3.1 Existing Physical Constraints). This short design memo will officially address this known condition during the review process.

Subtask 9-2. Construction Allocation Request

Upon review and revisions to the 90% Contract Documents, NorthStar will develop the applicable PS&E Certifications, Checklists, and Request for Construction Funding Allocation (to California Transportation Commission [CTC]) package. The following documents will be completed at a minimum to successfully facilitate allocation of construction funds:

SUPPORTING PROJECT DOCUMENTS;

- Preliminary Estimate of Cost (LAPM Exhibit 12-A);
- PS&E Certification (LAPM Exhibit 12-C);
- PS&E Checklist (LAPM Exhibit 12-D, as amended for State Only funds);
- Construction Contract Checklist (LAPM Exhibit 15-A, as amended for State Only funds);
- RE Construction Contract Administration Checklist (LAPM Exhibit 15-B);
- Project Advertising Checklist (LAPM Exhibit 15-C, as amended for State Only funds);
- Finance Letter (LAPM Exhibit 3-O);

REQUEST FOR CONSTRUCTION FUNDING ALLOCATION PACKAGE;

- Cover Letter to Local Assistance;
- Funding Allocation Checklist (Exhibit 22-N);
- State-Only Finance Letter (LAPG- Exhibit 22-C, or equivalent);
- Request for Funding Allocation; Local ATP Projects (LAPG- Exhibit 22-O).

Upon completion of the allocation package, NorthStar will submit to the Town for review, concurrence and execution. Subsequently, NorthStar will route to BCAG for their concurrence and execution prior to transmitting to District 3 Local Assistance for their review and routing to the CTC. Submittal to Local Assistance will be performed at the earliest possible time to account for long CTC Agenda lead-time.

Additionally, NorthStar will prepare a right-of-way design memo that documents the right-of-way activities and associated clearances. This memo will be in conjunction with the utility relocation design memo, both of which provide documentation of this phase in the absence of a formal right-of-way certification process (due to State-only funds).

DELIVERABLES:

- Correspondence with Caltrans District 3 Local Assistance staff as needed.
- Prepare and submit DSA Review Package.
- Prepare and submit identified Supporting Project Documents and Request for Construction Funding Allocation Package, draft and final versions.
- Prepare right-of-way design memorandum, draft and final versions.

ASSUMPTIONS:

- The Town will be responsible for payment of design review fees at the time of review submittal package.

Task 10. Bid Process Support

NorthStar will route for signatures and deliver the Final (100%) Contract Documents for bidding purposes after completion of full review and subsequent modifications.

Additionally, NorthStar will provide assistance to the Town during the construction bidding and awarding process. Specifically, NorthStar will provide technical support to the Town by answering and documenting questions from potential bidders and staff. If applicable, NorthStar will attend a Pre-Bid Conference to answer questions or clarify technical information presented in the construction documents of prospective construction bidders. NorthStar will also provide written responses to contractor requests for information (RFI's) during the bidding process and draft addendums as applicable.

If requested, NorthStar can provide assistance in reviewing received bids for responsiveness and compliance with required bidding requirements and tabulate bid results to both test accuracy and compare bids.

DELIVERABLES:

- NorthStar will provide deliverable construction documents in one submittal package.
- One set of hard copy (letter size) and digital copy (pdf and MS Word) 100% level of project Bid Book; including
 - General, Standard Special, Revised (as applicable), Amended (as applicable) Provisions;
 - Owner-Contractor Agreement (Town Specific);
 - Bid Documents.
- One set of hard copy (letter size) and digital copy (pdf and MS Excel) 100% level of engineer's estimate/ bid item list.
- One original wet stamped hard copy (24x36) MYLAR set and digital copy (pdf and Civil 3D project files) of project plans, including the following sheets (number of sheets are estimated and may fluctuate as needed):
 - Title/ Signature/ Legend sheet (1);
 - Typical Sections (1);
 - Overview Plan/ Survey Control (1);
 - Demolition Plan (4, 20 scale);
 - Erosion and Sediment Control Plan (2, 40 scale);
 - Plan (Signage/Striping, and Landscape) (4, 20 scale);
 - Retaining Wall Plan and Details (2, 10 scale)
 - Storm Drainage Plan (1, 40 scale);
 - Water Relocation Plan and Details (1, 40 scale);
 - Temporary Traffic Control Plan (2, 100-scale)
- Attendance and participation at pre-bid meeting.
- Respond to RFIs and questions from Bidders.
- Draft Addendums as needed.

Pearson Road SR2S Connectivity Project- Scope of Work

Local Assistance Project No ATPL 5425 (029)

Town Contract No. 15.01PE / NorthStar Project No. 15-141

July 29, 2015

ASSUMPTIONS:

- The Town will be responsible for reproduction of Bid Books and Project Plans.
- The Town will be responsible for maintaining the bidder's list.
- The Town will be responsible for advertisement publication(s) and plan room distribution.
- The Town will distribute addenda materials.
- The Town will be responsible for completion of ATP Award Information documentation.

Task 11. Project Management

NorthStar Engineering will perform the various services and activities associated with management of the construction contract. Diligent contract management for state funded contracts is a critical component in successfully managing these public funds and ultimately maintaining the Town's positive standing with funding agencies.

PROJECT ADMINISTRATION AND OVERHEAD:

Project Administration and Overhead includes front office and project administration including but not limited to; managing insurance policies, packaging, mailing and deliveries, billing, Ajera billing software setup, certified payroll invoicing, etc.

MEETINGS, AGENDAS AND MINUTES:

To effectively manage the project NorthStar Engineering expects to have regularly schedule meetings at the Town offices to review project progress and activities. These meetings will be preceded with an agenda identifying key issues to be addressed during the meeting. Subsequent to the monthly meeting progress reports including meeting minutes will be prepared and submitted to the Town identifying specific requests for information, assignment of tasks, expected schedule of pending design activities, etc.

SCHEDULES:

NorthStar Engineering management makes use of Microsoft Project to develop project schedules and monitor progress throughout our various project. Updates to the project schedule will be provided in conjunction with the monthly meetings. If necessary NorthStar Engineering will provide additional office staff and resources to maintain critical project and funding deadlines.

QUALITY ASSURANCE / QUALITY CONTROL:

NorthStar Engineering's approach to quality assurance and control program has been developed over the course of performing engineering consulting services for a variety of clients and complex projects over the past 30 years. Two primary methods for consistently delivering a quality product on-time and within budget; internal communications that established a clear level of expectations, and peer review for clarity and accuracy for salient deliverables.

CORRESPONDENCE AND FILE MAINTENANCE:

The predominant form of correspondence implemented by the NorthStar Engineering design team includes telephone communications, E-mail and written documents. All documents and E-mails are saved and filed electronically and segregated to specific project folders on our company wide server. Our servers are regularly backed up to an offsite location. Electronic records for our Pearson Road SR2S Connectivity Project- Scope of Work

Local Assistance Project No ATPL 5425 (029)

Town Contract No. 15.01PE / NorthStar Project No. 15-141

July 29, 2015

projects date back to the early 1990s. Additionally hardcopy documents are organized by project folders which are then moved to an off-site archive storage management company. To further facilitate management correspondence and communication, NorthStar Engineering staff has office issued smart phones allowing our employees to maintain continuous phone and e-mail commutations while in the field or out of town on business.

PROJECT COORDINATION

Explicit and thorough communications with the Town and with the Design subconsultants is vital to the success of any project, and as such the NorthStar Design Team segregates this as a separate scope and budget component to acknowledge and account for this element during the life of the project development.

DELIVERABLES:

- Meeting Addenda's and attendance
- Meeting Minutes and Reports
- Project Team Task Assignment Lists.
- Project Completion Files, Reports and Records
- Internal and subconsultant coordination

**EXHIBIT "B"
Compensation**

PROJECT FEE FOR SERVICES

After negotiations with the Town, the following Fee for Services to perform the associated Scope of Work is provided below on a task-by task basis summary table below. NorthStar has prepared this budget based on our understanding of the Town’s expectations and project needs.

Task #	Task Name	Cost
1	Project Initiaton	\$ 4,427.83
2	Land Surveying Coordination and Right-of-Way Mapping	\$ 8,793.85
3	Utility Coordination	\$ 12,888.47
4	Geotechnical	\$ 17,704.72
5	Conceptual Design Development	\$ 40,831.86
6	LandOwner Coordination	\$ 8,957.53
7	Preliminary (60%) Level of PS&E	\$ 35,968.11
8	Final Design and Contract Documents	\$ 13,892.67
9	Construction Phase Funding Allocation	\$ 5,137.75
10	Bid Process Support	\$ 4,112.66
11	Project Management	\$ 13,014.57
Inclusive Labor Subtotal =		\$ 165,730.01
Non-Labor Expenses =		\$ 655.00
Estimated Total =		\$ 166,385.01



**TOWN OF PARADISE
Council Agenda Summary
Date: August 11, 2015**

Agenda No. 7(d)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Clark Road Safety Enhancements

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 15-___, A Resolution approving the plans and specifications for the Clark Road Safety Enhancements and authorizing advertisement for bids on the project.

Background:

On April 29, 2013, Caltrans announced Cycle 6 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 Clark Road Safety Enhancements for Federal funding. This project was selected based upon the calculated high Benefit-Cost Ratio using actual collision data between 2007 and 2011 and implementation of safety countermeasures.

The revised project scope proposes the installation of a two-way left turn lane within the existing curb to curb footprint and without reducing travel lanes to create space for collision avoidance maneuvers and refuge for phased left turns. Project limits along Clark Road extend from Wagstaff Road to Bille Road. The project also includes microsurfacing and restriping and constructing safety upgrades to non-ADA compliant ramps, sidewalks, and pedestrian pushbuttons at the signalized intersections.

On May 13, 2013, Town Council approved Program Supplement Agreement No. 012-N for Project HSIPL-5425 (028) to assure receipt of Federal funds for the project.

Analysis:

Engineering has prepared the plans, specifications, and cost estimate for Clark Road Safety Enhancements. With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:

Federal Authorization:	Early August
Advertise for bid:	August-September
Award Contract:	September 14, 2015
Construction:	Fall 2015 (Weather Permitting)

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

Financial Impact:

The Engineer’s Estimate for this project including a 10% construction contingency is \$362,093.

Initially, the Town of Paradise was awarded a 90% funded HSIP grant, allocating \$372,200 in federal funds towards the Clark Rd Safety Enhancements. On March 18, 2015, California Department of Transportation, the local grant administrator, announced a program incentive available to awarded Cycle 6 projects. This incentive provides for 100% funding for project phases authorized prior to September 30, 2016. Staff has expedited the subject project to assure receipt of 100% construction funding. The formal Request for Authorization is pending and is expected in early August.

A total breakdown of project phases and expected costs, including the added incentive, is provided in the table below:

Item / Phase	Federal HSIP Grant	Gas Tax (CIP 9367)	Total
Preliminary Engineering	\$22,500	\$2,500	\$25,000
Construction	\$329,175	\$0	\$329,175
Construction Contingency	\$32,918	\$0	\$32,918
Construction Engineering	\$25,000	\$0	\$25,000
Total	\$409,593	\$2,500	\$412,093

Alternatives:

Delay or modify the recommended action.

**TOWN OF PARADISE
RESOLUTION NO. 15-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATES FOR CLARK
RD SAFETY ENHANCEMENTS AND AUTHORIZING ADVERTISEMENT FOR
BIDS ON THE PROJECT.**

WHEREAS, the Town of Paradise has received a \$409,953 allocation 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 grant award requires specific countermeasures to be implemented which address actual historical collision data and trends; and,

WHEREAS, the Clark Rd Safety Enhancements is consistent in scope with the approved grant award and subsequent approved revisions by installing a center two way left turn lane along Clark Road between Bille Road and Wagstaff Road, improving ADA accessibility at curb returns and minor traffic signal modifications.

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 Clark Road Safety Enhancements described in the Town Council Agenda Summary for this Resolution are hereby approved.

Section 2. The Public Works Department is authorized to advertise the Clark Road Safety Enhancements Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 11th day of August, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

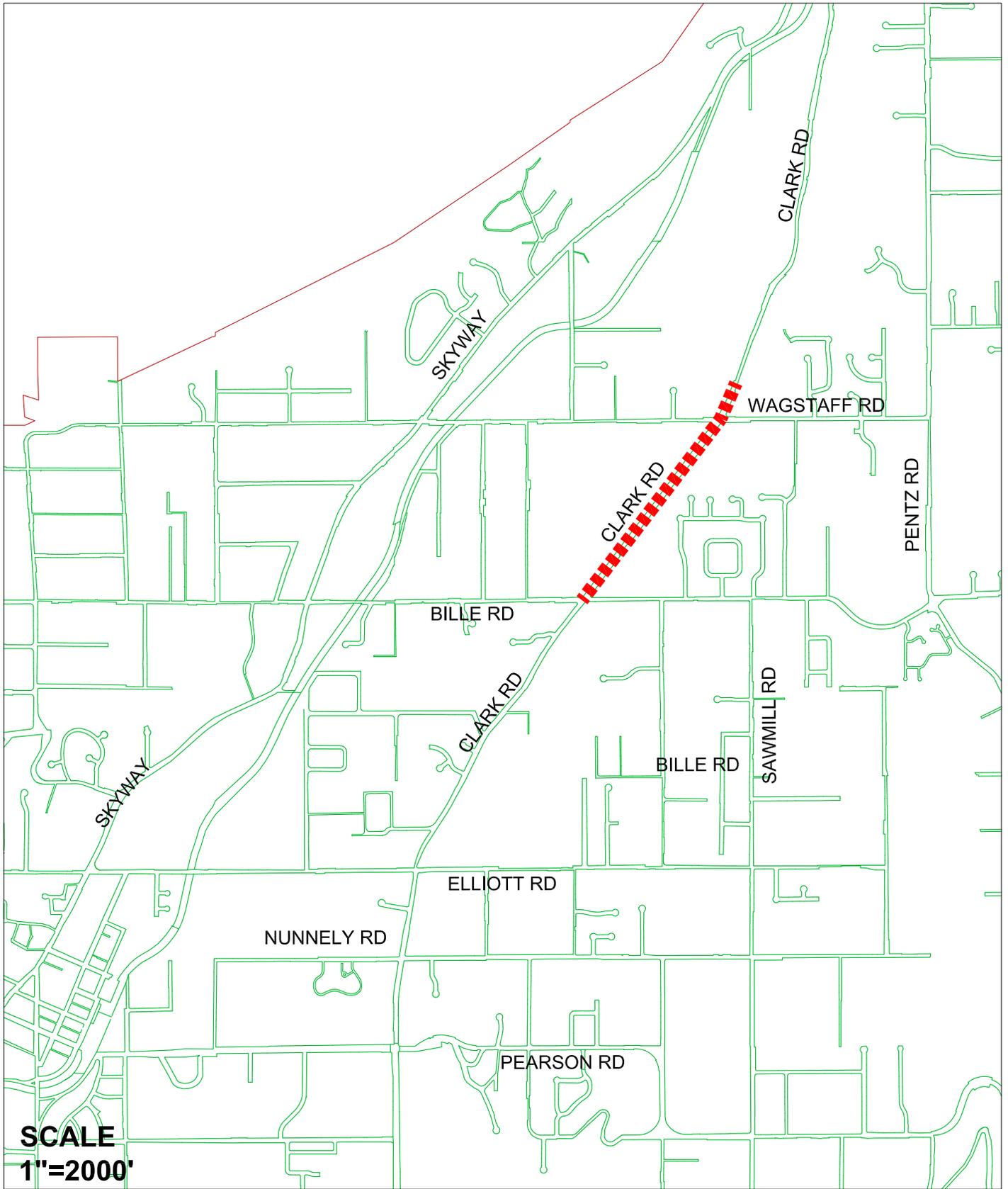
By: _____
Greg Bolin, Mayor

ATTEST:

APPROVED AS TO FORM:

Joanna Gutierrez, CMC, Town Clerk

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT

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

Highway Safety Improvement Program
 Clark Road Safety Enhancements
 Vicinity Map