



TOWN OF PARADISE

5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931

TELEPHONE (530) 872-6291 FAX (530) 877-5059

www.townofparadise.com

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 AGENDA

REGULAR MEETING – 6:00 PM – May 12, 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

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 of the April 14, 2015 regular Council Meeting.
- 3b. Approve April 2015 cash disbursements in the amount of \$2,388,343.39.
- 3c. Approve amended budget for the Community Development Block Grant 2015-16 Annual Plan. Approval will allow the hiring of a less than half-time, part-time code enforcement officer for the Business and Housing Services division with no impact to the General Fund.
- 3d. Ratify and accept donation valued at \$1,507.99 from Wilson's Marine for services relating to providing a custom cover for the Fire Department air tank trailer.
- 3e. Adopt Resolution No. 15-11, A Resolution of the Town Council of the Town of Paradise Approving and Accepting Donation from Anthony Lindsey Relating to Flag Pole Project at Town Hall.
- 3f. Authorize the Town Manager to enter into a contract with Vigilant Canine Services International, LLC for the purchase and training of a police canine and authorize the use of the Canine Donation Fund to pay for said cost. The cost of the canine is estimated to be \$7,500 and the training at \$4,500 for a total cost of \$12,000.
- 3g. Approve Resolution No. 15-12, A Resolution of the Town Council of the Town of Paradise authorizing the examination of transactions (sales) and use tax records.

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. The Town Council will conduct a public hearing pursuant to the procedure noted in section 4 of the agenda. Following a staff report to Council, the hearing will be opened for comment and rebuttals, after which the Council will consider action as follows: (1) Authorizing the Town Manager to execute an agreement, as approved by the Town Attorney, with Richard Heath and Associates, Inc. of Chico, California for the Town of Paradise

Facilities LED Conversion Project in an amount not to exceed \$25,518; (2) Adopt the finding that the project is in the best interests of the Town. **(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) Approving agreement between Town of Paradise and Paradise Irrigation District (PID), accepting 50% of actual construction costs for the purpose of installing a 1.5" overlay along Elliott Road between Copeland Road and N. Libby Road. Thereafter, PID will have no further obligation to restore Elliott Road pursuant to Encroachment Permit EN09-00107; and, (2) Contingent upon PID Board approval of said Town of Paradise and PID Agreement, adopt a resolution approving the plans, specifications and estimates for the Elliott Road Overlay Project, and authorize advertisement for bids on the project. **(ROLL CALL VOTE)**
- 7b. Consider adopting Resolution No. 15-__, A Resolution of the Town Council of the Town of Paradise supporting the submission of five grant applications towards the Active Transportation Program (ATP) Cycle 2 "Call for Projects". **(ROLL CALL VOTE)** The ATP is administered by Caltrans Division of Local Assistance and 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.
- 7c. (1) Concur with staff's recommendation of NorthStar Engineering to prepare final plans, specifications and estimates for the Pearson Rd Shoulder Widening Project; (2) Approve the attached Professional Services Agreement with NorthStar Engineering and authorize the Town Manager and Town Mayor to execute, and, (3) Authorize the Town Manager to execute additional work orders up to 10% of the contract amount. **(ROLL CALL VOTE)**
- 7d. Consider (1) Concurring with staff's recommendation of Bear Electrical Solutions to perform traffic signal maintenance services for an estimated five-year cost of \$119,400, and (2) Approving the attached Professional Services Agreement with Bear Electrical Solutions and authorize the Town Manager and Town Mayor to execute. **(ROLL CALL VOTE)** Traffic signal maintenance services are funded 100% from gas tax.
- 7e. Acknowledge receipt of the budget update presented by staff.

8. COUNCIL COMMUNICATION (Council Initiatives)

- 8a. Consider approving transfer of a bench donated to the Town to the local VFW. **(COUNCIL MEMBER RAWLINGS)**

- 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
 - (1) Oral update on Planning Commission recruitment process.
 - (2) Presentation on Infrastructure Finance Districts (IFD's). Information only. No action requested.
- 9b. Community Development Director oral reports

10. CLOSED SESSION

- 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.
- 10b. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session relating to the duration of the employment agreement for Town Clerk services.

The Mayor will reconvene the meeting for the Council to consider adopting resolutions to approve two memorandums of understanding relating to employee salaries and benefits for the Police Mid-Management and the Management employee groups as follows:

(1) Resolution No. 15-___, 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 Police Mid-Management Association relating to Employment Covering the Period from July 1, 2015 to June 30, 2016. **(ROLL CALL VOTE)**

(2) Resolution No. 15-___, A Resolution of the Town Council of the Town of Paradise Approving a Memorandum of Understanding Between the town of Paradise and the Town of Paradise Management Group Relating to Employment Covering the Period from July 1, 2015 to June 30, 2016. **(ROLL CALL VOTE)**

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:	
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>	
TOWN/ASSISTANT TOWN CLERK SIGNATURE	

**PARADISE TOWN COUNCIL MINUTES
REGULAR MEETING – 6:00 PM – April 14, 2015
5555 Skyway, Paradise, CA 95969**

1. OPENING

- a. Called to Order at 6:00 p.m. by Mayor Greg Bolin.
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Invocation by Council Member John Rawlings

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

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Town Clerk Joanna Gutierrez, Town Manager Lauren Gill, Town Attorney Dwight Moore, Assistant Town Clerk Dina Volenski, Finance Director Gina Will, Business & Housing Services Director Kate Anderson, Human Resources Manager Crystal Peters, Community Development Director Craig Baker, Building Official/Fire Marshal Anthony Lindsey, Public Works Director/Town Engineer, Marc Mattox, Police Chief Gabriela Tazzari-Dineen, Police Lieutenant Steve Rowe, Fire Chief David Hawks, Code Enforcement Officer Rick Deppe.

Presentations/Proclamations:

- (1) Child Abuse Prevention Month Proclamation accepted by Pamela Teeter, Family Resource Center (180-40-26)
- (2) National Poetry Month Proclamation accepted by Pamela Teeter, President of Paradise Friends of the Library and Susie Serrano, Paradise Branch Librarian (180-40-26)
- (3) Presentation by Tony Lindsey, Eagle Scout Project, Flag Pole for Town Hall (Council concurred to hear at this time at the request of the Town Manager)
- (4) Downtown Banner Program Presentation by Colette Curtis

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS – None.

3. CONSENT CALENDAR

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

Following a **MOTION by Lotter, seconded by Jones**, the consent calendar items were approved by a unanimous roll call vote, no Council Member absent.

- 3a. Approved the March 10, 2015 Regular Meeting Minutes.

- 3b. Approved cash disbursements for March 2015 in the amount of \$921,341.16. (310-10-30)
- 3c. Waived the second reading of the entire Town Ordinance No. 556 and approved reading by title only (roll call vote); and adopted Town Ordinance No. 556, "An Ordinance Amending Chapters 17.04 and 17.38 within the Paradise Municipal Code Related to Senior Housing." Approval will reduce the parking requirements for senior housing and further implement the Housing Element of the Paradise General Plan. (540-16-125)
- 3d. Acknowledged receipt of the 2014 Northern California Cities Self Insurance Fund (NCCSIF) report. (520-10-04)

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 – NONE

6. PUBLIC COMMUNICATION

- 1. Youth from the Boys and Girls Club, members of the “Cigarette Butt Kickers”, introduced themselves and presented the Town Council with a plaque to thank them for supporting legislation to prohibit smoking, including e-cigarettes, in parks, business entryways, and wherever smoking is already prohibited.

7. COUNCIL CONSIDERATION

- 7a. The Town Council took the following actions relating to recruitment to fill upcoming vacancies on the Paradise Planning Commission:

(1) Council concurred to leave the current vacancy on Planning Commission unfilled as its term expires on June 30, 2015. Planning staff has advised that there is no business forthcoming that would necessitate a five-member commission to be seated.

(2) Council concurred to extend the application deadline to May 12, 2015 and directed staff to report to Council at the May 12, 2015 meeting regarding the number of applicants received by that deadline.

(3) The Town Clerk opened nominations for two persons to serve on a subcommittee to screen applicants and make a recommendation to the Town Council for appointment to a four-year term on the Planning Commission, term ending June 30, 2019.

Council Member Lotter nominated Jody Jones to serve on a sub-committee.

Council Member Culleton nominated himself to serve on a sub-committee.

Council Member Rawlings nominated himself to serve on a sub-committee.

MOTION by Jones, seconded by Bolin, closed the nominations. Council vote was unanimous. (760-45-12)

Roll call vote on Jody Jones: Ayes of Culleton, Jones, Lotter and Bolin; no of Rawlings. Vice Mayor Jones was selected to serve on the sub-committee to screen applicants for appointment to four year terms on the Planning Commission.

Roll call vote on Steve "Woody" Culleton: Ayes of Culleton and Lotter, noes of Jones, Rawlings and Bolin.

Roll call vote on John Rawlings: Ayes of Jones, Lotter, Rawlings and Bolin; no of Culleton. Council Member Rawlings was selected to serve on the sub-committee to screen applicants for appointment to four year terms on the Planning Commission.

(3a) Jody Jones and John Rawlings were elected to screen applicants for the two four-year terms on the Planning Commission and to provide a recommendation to the Town Council at the June 9, 2015 Council Meeting.

(4) Concurred to direct staff to assist the interview panel by providing suggested questions and a scoring matrix for candidates, and coordinating the date and times for the interviews.

- 7b. **MOTION by Lotter, seconded by Culleton**, (1) Adopted the 2015-16 Sub-recipient funding recommendations regarding Community Development Block Grant funding for local organizations; (2) Adopted the FINAL 2014-2015 CDBG Annual Plan and 2015-2020 CDBG Consolidated Plan as submitted; and; (3) Authorized staff to submit the adopted 2014-2015 Annual Plan and 2015-2020 Consolidated Plan to the U.S. Department of Housing and Urban Development. Roll call vote was unanimous; no council member absent. (CDBG funds are awarded for the

purpose of community development activities that are directed toward revitalizing neighborhoods, for economic development and providing improved community facilities and services.) (710-10-085)

- 7c. Following a report from Public Works Director Marc Mattox, Mayor Greg Bolin called for public comment.

1. Jim Ladrini asked if the signal lights could be programmed to flashing red during outages to conserve energy.

MOTION BY Lotter, seconded by Culleton, adopted Resolution No. 15-09, A Resolution of the Town Council of the Town of Paradise Accepting the Work Performed Under the Paradise Signal Upgrades Project (Contract No. 14-03). Roll call vote was unanimous; no council member absent. (Adoption will result in approval of the notice of completion that was recorded for the project. Contractor - Tim Paxin's Pacific Excavation, Inc. of Elk Grove, CA. Final construction cost \$276,910.00.) (950-40-22 & 510-20-94)

- 7d. **MOTION by Jones, seconded by Rawlings**, adopted Resolution No. 15-10, A Resolution Approving the Plans and Specifications for the Stearns-DeMille Pavement Restoration Project and Authorizing Advertisement for Bids on the Project. Roll call vote was unanimous; no council member absent. (Pacific Gas & Electric provided the Town of Paradise \$218,000 on November 28, 2014 to cover the entire project cost with zero local funds required. In the event the project cost is less than \$218,000, remaining funds are required to be returned to PG&E.) (510-20-90 & 950-40-27)

- 7e. **Council concurred** to acknowledge receipt of the budget update presented by Finance Director Gina Will. Director Will informed the Council that the plan for the budget adoption is for the Council to consider the Measure C recommendations at the June 9, 2015 Regular Meeting, for staff to provide copies of the preliminary budget by June 16, 2015, and for Council to consider adoption at a Special Meeting on June 29, 2015. (340-40-13)

8. COUNCIL COMMUNICATION (Council Initiatives)

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

Mayor Bolin reported on his attendance at a Friday morning breakfast with our local representatives, Senator Nielsen, Congressman LaMalfa and Assemblyman Gallagher.

Council Member Rawlings reported on his attendance at an LCC Policy Committee meeting in Ontario on April 9th and stated that information he received regarding a letter template to support or oppose current bills, water restrictions, OPEB survey results and IRS requirements relating to the Affordable Care Act were emailed to each Council

member and are on file in the Town Clerk's Department. CM Rawlings also attended a meeting with Senator Nielson regarding the Sites water reservoir, the BCAG and BCAQMD meetings; and, informed that PASH is hosting a dog show on April 26, 2015.

Council Member Lotter reported that he attended the March 19th dedication of the Chico courthouse, that the Chief Justice of the Supreme Court spoke and noted that this courthouse is the first building in the State of California to be built completely from fines. CM Lotter also attended LAFCo which is taking steps towards annexing the south side of Oroville, and was part of a tour to view the Sawmill Peak lookout tower guided by North Division Chief Hawks.

Council Member Culleton reported on his attendance at the courthouse dedication, the Paradise Ball, and the Boys and Girls Club Cook-off, and discussed the Bureau of Land Management historical bridge that was recently rebuilt is too small to accommodate our fire department apparatus.

Vice Mayor Jones reported that she attended by conference call the LCC Transportation Policy committee meeting, that there is legislation proposed that would raise new revenues for streets, roads and highways by increasing the gas tax by ten cents and increasing vehicle registration and VLF fees. The LCC is supporting this bill. VM Jones attended the ribbon cutting at Bobbi's Boutique, the community leaders' breakfast, a meeting hosted in Chico by Congressman LaMalfa, Senator Nielson and Assemblyman Gallagher for the State Water Commission to answer questions relating to water storage, and that the room at the Elks was packed.

8b. Discussion of future agenda items:

VM Jones stated that she would like to hear from Manager Gill regarding Infrastructure Financing Districts.

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

9a. Town Manager oral reports: None.

9b. Community Development Director reported to Council regarding development progress in the Town, including the following:

- The dilapidated buildings that were located at Pearson and Skyway are demolished and the site leveled.
- The Carousel Hotel property on Skyway has a new owner who plans to develop the site into 15 single unit apartments. The necessary wastewater data is not complete as of this date.
- A parcel map application for two acres zoned Community Commercial is in progress, the wastewater issues are being resolved.

- Bobbi's Boutique, a ladies clothing store, opened in downtown on March 23rd.
- Planning Commission approved the following: The location of a 100' cell tower at 6553 Skyway, behind the Extra Storage business; a building addition to the Classic Auto Body business on Foster Road in the downtown; approval of a use permit for alcohol sales at the Likker Locker which is re-locating from Chico to an existing, vacant commercial building located at the Pentz/Stearns intersection; and approved a tree feeling application that will allow Feather River Hospital to fall up to 58 hazardous trees.
- The Pheasant Commons project, a 26-unit multi-family development at 9034 Skyway, is in progress.
- The Optimo has an application for two drive-thru establishments and a building remodel. A public hearing will be scheduled for the Planning Commission to review the project.
- The Pillsbury Physical Therapy is locating to a building at Wagstaff and Clark.
- The El Rancho Restaurant is locating to Clark Road at the site previously occupied by the Come Back Diner, across from the Safeway Store.
- The Green Paradise Café is in escrow to relocate from their current location on Skyway to an existing drive-thru facility on Clark Road that was previously occupied by the Dancing Goat.
- Residential home activity has been steady, and nine lots located at the end of Elliott are in development.

10. CLOSED SESSION

At 7:25 p.m. Mayor Bolin announced that the Town Council would recess to closed session for the following:

- 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.
- 10b. Pursuant to Government Code Section 54956.9(d) (1), the Town Council will hold a closed session with the Town Attorney relating to the following pending litigation: Town of Paradise, a Municipal Corporation, vs. Rose E.

Kallunki; Pacific Gas and Electric Company; Doe 1 through Doe 50, inclusive, Butte County Superior Court Case No. 161781.

- 10c. 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. 055-180-075 (western portion)
Town Negotiator: Lauren M. Gill
Negotiating Party: M. C. Horning, Jr.
Issue: Terms

Mayor Bolin reconvened the meeting at 8:16 p.m. Town Attorney Moore announced that direction was given and no action taken in closed session.

11. ADJOURNMENT

Mayor Bolin adjourned the meeting at 8:17 p.m.

DATE APPROVED:

By: _____
Greg Bolin, Mayor

Joanna Gutierrez, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
APRIL 1, 2015 - APRIL 30, 2015

April 1, 2015 - April 30, 2015

Check Date	Pay Period End	DESCRIPTION	AMOUNT
04/10/15	04/05/15	Net Payroll - Direct Deposits & Checks	\$106,385.78
04/24/15	04/19/15	Net Payroll - Direct Deposits & Checks	\$105,577.11
TOTAL NET WAGES PAYROLL			\$211,962.89

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$252,331.37
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$1,924,049.13
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$2,176,380.50</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$2,388,343.39</u></u>

APPROVED BY: _____
LAUREN GILL, TOWN MANAGER

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

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2015 - To Payment Date: 4/30/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
Check									
62145	04/01/2015	Open			Accounts Payable	BRUNO, SHERRY	\$118.37		
62146	04/01/2015	Open			Accounts Payable	BUZZARD, CHRIS	\$741.23		
62147	04/01/2015	Open			Accounts Payable	DERR, PAUL	\$425.25		
62148	04/01/2015	Open			Accounts Payable	HAUNSCHILD, MARK	\$424.55		
62149	04/01/2015	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
62150	04/01/2015	Open			Accounts Payable	HOUSEWORTH, JERILYN	\$170.85		
62151	04/01/2015	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
62152	04/01/2015	Open			Accounts Payable	MARABLE, VIRGINIA	\$212.62		
62153	04/01/2015	Open			Accounts Payable	MOORE, DWIGHT, L.	\$13,800.00		
62154	04/01/2015	Open			Accounts Payable	SBA Monarch Towers III LLC	\$121.67		
62155	04/01/2015	Open			Accounts Payable	US BANCORP OFFICE EQUIP FINANCE SERVICES	\$599.86		
62156	04/01/2015	Open			Accounts Payable	WEGENER, WILL	\$331.21		
62157	04/01/2015	Open			Accounts Payable	WESTAMERICA BANK	\$770.70		
62158	04/01/2015	Open			Accounts Payable	BLOOD SOURCE	\$54.00		
62159	04/01/2015	Open			Accounts Payable	Met Life	\$7,824.11		
62160	04/01/2015	Open			Accounts Payable	OPERATING ENGINEERS	\$572.00		
62161	04/01/2015	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$1,812.76		
62162	04/01/2015	Open			Accounts Payable	SUN LIFE INSURANCE	\$3,751.70		
62163	04/01/2015	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$635.96		
62164	04/01/2015	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$120.00		
62165	04/02/2015	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$48.00		
62166	04/02/2015	Open			Accounts Payable	ACI ENTERPRISES, INC.	\$463.32		
62167	04/02/2015	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
62168	04/02/2015	Open			Accounts Payable	ANDERSON, KATE	\$80.64		
62169	04/02/2015	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$51.26		
62170	04/02/2015	Open			Accounts Payable	AT&T MOBILITY	\$53.96		
62171	04/02/2015	Open			Accounts Payable	Big O Tires	\$111.00		
62172	04/02/2015	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$32.00		
62173	04/02/2015	Open			Accounts Payable	CHOICE PROPERTY SERVICES	\$140.00		
62174	04/02/2015	Open			Accounts Payable	CLEANING CONNECTION, THE	\$300.00		
62175	04/02/2015	Open			Accounts Payable	CLEANRITE/BUILDRITE CORPORATION	\$742.63		
62176	04/02/2015	Open			Accounts Payable	CREATIONS ENGRAVING	\$10.75		
62177	04/02/2015	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$301.20		
62178	04/02/2015	Open			Accounts Payable	DAPPER TIRE COMPANY INC.	\$1,915.71		
62179	04/02/2015	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$220.50		
62180	04/02/2015	Open			Accounts Payable	DEL JOHNSON A/C & HEATING, INC.	\$1,597.50		
62181	04/02/2015	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$653,346.11		
62182	04/02/2015	Open			Accounts Payable	Eagle Security Systems	\$193.50		
62183	04/02/2015	Open			Accounts Payable	Intersect	\$169.90		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2015 - To Payment Date: 4/30/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
62184	04/02/2015	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$107.18		
62185	04/02/2015	Open			Accounts Payable	FLEET TRUCK SUPPLY INC	\$162.40		
62186	04/02/2015	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$118.25		
62187	04/02/2015	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$29.50		
62188	04/02/2015	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$274.11		
62189	04/02/2015	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$695.74		
62190	04/02/2015	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$125.00		
62191	04/02/2015	Open			Accounts Payable	JOHN REGH INLAND LEASING	\$427.85		
62192	04/02/2015	Open			Accounts Payable	KEN'S HITCH & WELDING	\$30.00		
62193	04/02/2015	Open			Accounts Payable	Kendall Construction	\$615.12		
62194	04/02/2015	Open			Accounts Payable	KNOX COMPANY	\$645.01		
62195	04/02/2015	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$285.95		
62196	04/02/2015	Open			Accounts Payable	MCGEE, MEGHAN A.	\$20.00		
62197	04/02/2015	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$291.00		
62198	04/02/2015	Open			Accounts Payable	Moskowitz, Danielle	\$924.00		
62199	04/02/2015	Open			Accounts Payable	MUNICIPAL CODE CORP	\$533.20		
62200	04/02/2015	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$4,788.09		
62201	04/02/2015	Open			Accounts Payable	O'REILLY AUTO PARTS	\$334.17		
62202	04/02/2015	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$359.90		
62203	04/02/2015	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$1,048.55		
62204	04/02/2015	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$925.45		
62205	04/02/2015	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$880.00		
62206	04/02/2015	Open			Accounts Payable	Ponderosa Gardens Motel	\$1,108.66		
62207	04/02/2015	Open			Accounts Payable	Riebes Auto Parts	\$345.39		
62208	04/02/2015	Open			Accounts Payable	SILVERADO AVIONICS, INC	\$50.91		
62209	04/02/2015	Open			Accounts Payable	The Door Company	\$580.00		
62210	04/02/2015	Open			Accounts Payable	The SpyGlass Group LLC	\$2,812.44		
62211	04/02/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$452.63		
62212	04/02/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$87.54		
62213	04/02/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$5.40		
62214	04/02/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$10.08		
62215	04/02/2015	Open			Accounts Payable	Tri Flame Propane	\$125.02		
62216	04/02/2015	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
62217	04/02/2015	Open			Accounts Payable	WAYNE MURPHY	\$2,638.00		
62218	04/02/2015	Open			Accounts Payable	Wells Fargo Bank	\$3,150.00		
62219	04/02/2015	Open			Accounts Payable	WILSON PRINTING CO.	\$21.50		
62220	04/02/2015	Open			Accounts Payable	Wilson's Marine	\$430.00		
62221	04/10/2015	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$800.00		
62222	04/10/2015	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$314.76		
62223	04/16/2015	Open			Accounts Payable	A-BETTER PEST CONTROL CO.	\$95.00		
62224	04/16/2015	Open			Accounts Payable	ACE RENTALS	\$18.14		
62225	04/16/2015	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$107.58		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2015 - To Payment Date: 4/30/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
62226	04/16/2015	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$51.26		
62227	04/16/2015	Open			Accounts Payable	AT&T	\$106.53		
62228	04/16/2015	Open			Accounts Payable	AT&T CALNET 2-REPEATER LINES	\$203.93		
62229	04/16/2015	Open			Accounts Payable	AT&T-COMMUNITY PARK	\$16.95		
62230	04/16/2015	Open			Accounts Payable	AT&T/CAL NET 2	\$3,428.22		
62231	04/16/2015	Open			Accounts Payable	Ayala, Manuel	\$431.99		
62232	04/16/2015	Open			Accounts Payable	Azco Supply Inc	\$75.25		
62233	04/16/2015	Open			Accounts Payable	Bauer Compressors	\$613.86		
62234	04/16/2015	Open			Accounts Payable	Big O Tires	\$15.00		
62235	04/16/2015	Voided	Incorrect Amount	04/16/2015	Accounts Payable	BOYS AND GIRLS CLUB	\$859.75		
62236	04/16/2015	Open			Accounts Payable	Brookfield, Lisa	\$30.00		
62237	04/16/2015	Open			Accounts Payable	BURTON'S FIRE, INC.	\$196.05		
62238	04/16/2015	Open			Accounts Payable	BUTTE CO AIR QUALITY MANAGEMENT DISTRICT	\$239.50		
62239	04/16/2015	Open			Accounts Payable	BUTTE CO RECORDER	\$54.00		
62240	04/16/2015	Open			Accounts Payable	BUTTE CO TREASURER	\$282.56		
62241	04/16/2015	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$236,443.75		
62242	04/16/2015	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$79.00		
62243	04/16/2015	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$378.00		
62244	04/16/2015	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,257.00		
62245	04/16/2015	Open			Accounts Payable	CATALYST WOMEN'S ADV. INC.	\$1,295.00		
62246	04/16/2015	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$160.00		
62247	04/16/2015	Open			Accounts Payable	COMCAST CABLE	\$83.82		
62248	04/16/2015	Open			Accounts Payable	COMCAST CABLE	\$83.82		
62249	04/16/2015	Open			Accounts Payable	COMCAST CABLE	\$253.82		
62250	04/16/2015	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$220.50		
62251	04/16/2015	Open			Accounts Payable	DAVIS, BOBBY	\$60.00		
62252	04/16/2015	Open			Accounts Payable	DEL JOHNSON A/C & HEATING, INC.	\$177.50		
62253	04/16/2015	Open			Accounts Payable	DIVISION OF THE STATE ARCHITECT	\$9.00		
62254	04/16/2015	Voided	Incorrect Amount	04/29/2015	Accounts Payable	DOBRICH & SONS SEPTIC	\$435.00		
62255	04/16/2015	Open			Accounts Payable	DODGE, JEFFREY, L.	\$95.00		
62256	04/16/2015	Open			Accounts Payable	DOGGIE WALK BAGS, INC.	\$561.90		
62257	04/16/2015	Open			Accounts Payable	ED JONES COMPANY, INC.	\$65.75		
62258	04/16/2015	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$310.00		
62259	04/16/2015	Open			Accounts Payable	Entersect	\$84.95		
62260	04/16/2015	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$122.53		
62261	04/16/2015	Open			Accounts Payable	FLORES, LUIS, A.	\$88.00		
62262	04/16/2015	Open			Accounts Payable	FLORES, MICHAEL	\$50.00		
62263	04/16/2015	Open			Accounts Payable	FLORES, TIMOTHY, C.	\$50.00		
62264	04/16/2015	Open			Accounts Payable	GENESIS SOCIETY	\$500.00		
62265	04/16/2015	Open			Accounts Payable	GRAFIX SHOPPE	\$183.38		
62266	04/16/2015	Open			Accounts Payable	GRIGG, JAMES	\$192.00		
62267	04/16/2015	Open			Accounts Payable	HANCOCK PETROLEUM ENGINEERING	\$1,329.08		
62268	04/16/2015	Open			Accounts Payable	HireRight, Inc.	\$7.75		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2015 - To Payment Date: 4/30/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
62269	04/16/2015	Open			Accounts Payable	HUDSON'S APPLIANCE CENTER	\$266.79		
62270	04/16/2015	Open			Accounts Payable	HUNTERS PEST CONTROL	\$55.00		
62271	04/16/2015	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV	\$6,002.71		
62272	04/16/2015	Open			Accounts Payable	SVCS/US BANCORP			
62273	04/16/2015	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$705.79		
62274	04/16/2015	Open			Accounts Payable	JOHN REGH INLAND LEASING	\$427.85		
62275	04/16/2015	Open			Accounts Payable	KEN'S HITCH & WELDING	\$272.87		
62276	04/16/2015	Open			Accounts Payable	King Luminaire Co Inc	\$15,336.00		
62277	04/16/2015	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$548.09		
62278	04/16/2015	Open			Accounts Payable	L & L SURVEYING	\$5,168.00		
62279	04/16/2015	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$87.25		
62280	04/16/2015	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
62281	04/16/2015	Open			Accounts Payable	M.S. TEDESCO CONSTRUCTION	\$699.00		
62282	04/16/2015	Open			Accounts Payable	MARK THOMAS & COMPANY INC	\$1,812.65		
62283	04/16/2015	Open			Accounts Payable	MC GEE, MEGHAN A.	\$363.00		
62284	04/16/2015	Open			Accounts Payable	MID VALLEY TERMITE	\$135.00		
62285	04/16/2015	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$595.00		
62286	04/16/2015	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$30,000.00		
62287	04/16/2015	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$40,000.00		
62288	04/16/2015	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$28,000.00		
62289	04/16/2015	Open			Accounts Payable	NCCSIF TREASURER	\$57,900.00		
62290	04/16/2015	Open			Accounts Payable	NORTH STATE RENDERING INC	\$140.00		
62291	04/16/2015	Open			Accounts Payable	O'REILLY AUTO PARTS	\$260.32		
62292	04/16/2015	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$568.89		
62293	04/16/2015	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$7,535.42		
62294	04/16/2015	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$40.00		
62295	04/16/2015	Voided	Incorrect Amount	04/16/2015	Accounts Payable	PARADISE RECREATION & PARK DISTRICT	\$435.00		
62296	04/16/2015	Open			Accounts Payable	PARADISE SENIOR CENTER	\$885.00		
62297	04/16/2015	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$560.00		
62298	04/16/2015	Open			Accounts Payable	R.D. Robbins Construction	\$500.00		
62299	04/16/2015	Open			Accounts Payable	RAMOS, DANIEL J.	\$91.00		
62300	04/16/2015	Open			Accounts Payable	Riebes Auto Parts	\$12.53		
62301	04/16/2015	Open			Accounts Payable	SALVATION ARMY	\$330.00		
62302	04/16/2015	Open			Accounts Payable	SCL North	\$2,709.00		
62303	04/16/2015	Open			Accounts Payable	SIEMENS INDUSTRY, INC	\$4,285.05		
62304	04/16/2015	Open			Accounts Payable	STARR, RUSSELL	\$20.00		
62305	04/16/2015	Open			Accounts Payable	STATEWIDE TRAFFIC SAFETY & SIGNS	\$254.84		
62306	04/16/2015	Open			Accounts Payable	STERICYCLE, INC.	\$60.54		
62307	04/16/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$160.76		
62308	04/16/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$17.19		
62309	04/16/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$9.29		
62310	04/16/2015	Open			Accounts Payable	Tri Flame Propane	\$5.10		
62311	04/16/2015	Open			Accounts Payable	TURNBOW, DAVID LYNN	\$50.00		
					Accounts Payable	TURNBOW, DEBBIE	\$60.00		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2015 - To Payment Date: 4/30/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
62312	04/16/2015	Open			Accounts Payable	VERIZON WIRELESS	\$174.62		
62313	04/16/2015	Open			Accounts Payable	Vigilant Canine Services	\$175.00		
62314	04/16/2015	Open			Accounts Payable	Visinoni Brothers Construction	\$150.00		
62315	04/16/2015	Open			Accounts Payable	WESTERN HEATING	\$135.00		
62316	04/16/2015	Open			Accounts Payable	YOUTH FOR CHANGE	\$1,207.20		
62317	04/16/2015	Voided		04/16/2015	Accounts Payable	BOYS AND GIRLS CLUB	\$625.75		
62318	04/16/2015	Voided	Printer Error	04/16/2015	Accounts Payable	BOYS AND GIRLS CLUB	\$859.75		
62319	04/16/2015	Voided	Printer Error	04/16/2015	Accounts Payable	PARADISE SENIOR CENTER	\$651.00		
62320	04/16/2015	Open			Accounts Payable	BOYS AND GIRLS CLUB	\$859.75		
62321	04/16/2015	Open			Accounts Payable	PARADISE SENIOR CENTER	\$651.00		
62322	04/21/2015	Voided/Spoiled	New Bank	04/21/2015	Converted/Imported		\$0.00	\$0.00	\$0.00
62323	04/24/2015	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$800.00		
62324	04/24/2015	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$314.76		
62325	04/30/2015	Open			Accounts Payable	ACCELA, INC.	\$43,538.24		
62326	04/30/2015	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$80.00		
62327	04/30/2015	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
62328	04/30/2015	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$202.19		
62329	04/30/2015	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$62.01		
62330	04/30/2015	Open			Accounts Payable	AT&T	\$1,017.89		
62331	04/30/2015	Open			Accounts Payable	AT&T MOBILITY	\$54.00		
62332	04/30/2015	Open			Accounts Payable	Bertagna, Steve	\$253.00		
62333	04/30/2015	Open			Accounts Payable	Big O Tires	\$478.39		
62334	04/30/2015	Open			Accounts Payable	BURTON'S FIRE, INC.	\$687.09		
62335	04/30/2015	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	\$748.58		
62336	04/30/2015	Open			Accounts Payable	CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	\$2,228.73		
62337	04/30/2015	Open			Accounts Payable	CHOICE PROPERTY SERVICES	\$775.00		
62338	04/30/2015	Open			Accounts Payable	CITY OF CHICO	\$418.09		
62339	04/30/2015	Open			Accounts Payable	COMCAST CABLE	\$218.82		
62340	04/30/2015	Open			Accounts Payable	COMPANIONS ANIMAL HOSPITAL	\$88.00		
62341	04/30/2015	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$150.45		
62342	04/30/2015	Open			Accounts Payable	Cursor Control Inc.	\$1,500.00		
62343	04/30/2015	Open			Accounts Payable	DAPPER TIRE COMPANY INC.	\$1,487.07		
62344	04/30/2015	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$646,016.97		
62345	04/30/2015	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$346.44		
62346	04/30/2015	Open			Accounts Payable	ENTENMANN-ROVIN COMPANY	\$127.41		
62347	04/30/2015	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$196.08		
62348	04/30/2015	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$2,024.00		
62349	04/30/2015	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$103.86		
62350	04/30/2015	Open			Accounts Payable	GENESIS SOCIETY	\$500.00		
62351	04/30/2015	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$118.81		
62352	04/30/2015	Open			Accounts Payable	HELENA SPECIALTY PRODUCTS	\$54.53		
62353	04/30/2015	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$408.04		
62354	04/30/2015	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$150.00		
62355	04/30/2015	Open			Accounts Payable	KEN'S HITCH & WELDING	\$59.35		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2015 - To Payment Date: 4/30/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
62356	04/30/2015	Open			Accounts Payable	King, Edith	\$50.00		
62357	04/30/2015	Open			Accounts Payable	L.N. CURTIS & SONS	\$13,850.85		
62358	04/30/2015	Open			Accounts Payable	LIFE ASSIST INC	\$1,122.21		
62359	04/30/2015	Open			Accounts Payable	MID VALLEY TERMITE	\$280.00		
62360	04/30/2015	Open			Accounts Payable	MUNICIPAL CODE CORP	\$635.04		
62361	04/30/2015	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$5,416.91		
62362	04/30/2015	Open			Accounts Payable	NORTHSTATE CLEANING SERVICE	\$240.00		
62363	04/30/2015	Open			Accounts Payable	O'REILLY AUTO PARTS	\$133.65		
62364	04/30/2015	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$118.71		
62365	04/30/2015	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$131.32		
62366	04/30/2015	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$1,149.49		
62367	04/30/2015	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$183.34		
62368	04/30/2015	Open			Accounts Payable	PBM SUPPLY & MFG INC	\$38.21		
62369	04/30/2015	Open			Accounts Payable	PETTY CASH CUSTODIAN, SHIRLEY KAMM	\$60.11		
62370	04/30/2015	Open			Accounts Payable	Ridgewood Mobile Home Park	\$825.00		
62371	04/30/2015	Open			Accounts Payable	ROWE, STEVE	\$27.68		
62372	04/30/2015	Open			Accounts Payable	SIERRA HEATING & AIR CONDITIONING	\$914.00		
62373	04/30/2015	Open			Accounts Payable	Sierra Tree Care, Inc.	\$300.00		
62374	04/30/2015	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$60.00		
62375	04/30/2015	Open			Accounts Payable	SWRCB	\$14,566.00		
62376	04/30/2015	Open			Accounts Payable	The SpyGlass Group LLC	\$11,725.68		
62377	04/30/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$170.96		
62378	04/30/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$192.32		
62379	04/30/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$17.27		
62380	04/30/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$3.84		
62381	04/30/2015	Open			Accounts Payable	THRIFTY ROOTER	\$414.00		
62382	04/30/2015	Open			Accounts Payable	Tri Flame Propane	\$295.87		
62383	04/30/2015	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
62384	04/30/2015	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$475.00		
62385	04/30/2015	Open			Accounts Payable	VERIZON WIRELESS	\$54.58		
62386	04/30/2015	Open			Accounts Payable	VERIZON WIRELESS	\$450.63		
62387	04/30/2015	Open			Accounts Payable	Wendy Brown	\$134.74		
Type Check Totals:					243 Transactions		\$1,944,827.43	\$0.00	\$0.00
EFT									
292	04/01/2015	Open			Accounts Payable	CALPERS	\$115,343.60		
293	04/10/2015	Open			Accounts Payable	CALPERS - RETIREMENT	\$33,520.51		
294	04/10/2015	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,268.34		
295	04/10/2015	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$3,579.68		
296	04/10/2015	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$18,749.94		
297	04/09/2015	Open			Accounts Payable	STATE BOARD OF EQUALIZATION	\$538.00		
298	04/24/2015	Open			Accounts Payable	CALPERS - RETIREMENT	\$33,493.59		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2015 - To Payment Date: 4/30/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
299	04/24/2015	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,183.17		
300	04/24/2015	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$3,624.30		
301	04/24/2015	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$18,568.19		
Type EFT Totals:							\$235,869.32		
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	236	\$1,940,511.18	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	7	\$4,316.25	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	243	\$1,944,827.43	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$235,869.32	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	10	\$235,869.32	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	246	\$2,176,380.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	7	\$4,316.25	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	253	\$2,180,696.75	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	236	\$1,940,511.18	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	7	\$4,316.25	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	243	\$1,944,827.43	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$235,869.32	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	10	\$235,869.32	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	246	\$2,176,380.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	7	\$4,316.25	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	253	\$2,180,696.75	\$0.00



**Town of Paradise
Council Agenda Summary
Date: May 12, 2015**

Agenda Item: 3(c)

Originated by: Colette Curtis, Administrative Analyst

Reviewed by: Lauren Gill, Town Manager

Subject: **CDBG 2015-16 Annual Plan Budget Amendment**

Council Action Requested:

1. Approve amended budget for the Community Development Block Grant 2015-16 Annual Plan.

Background:

On April 14, 2015 Town Council approved the 2015-16 Community Development Block Grant Annual Plan Budget. The budget was created to utilize most of the funding in the housing department for first time homebuyer and rehabilitation programs, as well as new programs aimed at fire prevention and code enforcement.

Discussion:

After considering program guidelines for CDBG, it was determined part of the funds allocated towards housing should be allocated for "Code Enforcement" to allow the Business and Housing Department to hire a less than half-time, part time housing inspector/code enforcement officer. This position would report to the Business and Housing Department, reporting directly to the Housing Program Supervisor, and be fully funded out of the Community Development Block Grant funds. The position would provide code enforcement as well as inspections required for the Town's existing housing programs and will enable the Business and Housing Department to administer their programs more efficiently.

Staff Recommended Amended Annual Plan Budget:

Program Administration	\$35,140
Housing	\$74,209
Code Enforcement	\$40,000
Public Services	\$26,355
TOTAL:	\$175,704

Fiscal Impact Analysis:

There is no impact to the General Fund as this amendment is only for CDBG funds.



First Program Year Action Plan – 2015-2016

The CPMP Annual Action Plan includes the and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

Narrative Responses

GENERAL

Executive Summary

The Town of Paradise, through its Community Development Block Grant (CDBG) program, has developed a strategy that focuses on cultivating Paradise as a viable community by providing decent housing, a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons.

This year, the Town will continue to support low and moderate income homeowners who need repairs to their home, and low income first-time homebuyers who are seeking down payment assistance to purchase a home as well as offering lateral sewer/water hookups to eligible residents.. The Town will continue funding public services through our subrecipient funding process and allocate funds for the program's planning and administrative activities.

2015-2016 Staff Recommended Funding Breakdown:

Program Administration	\$35,140
Housing Assistance	\$74,209
Code Enforcement	\$40,000
Public Services	\$26,355
TOTAL:	\$175,704

The increased budget for Housing Assistance will support our need for First Time Home Buyer Assistance and Owner Occupied Rehabilitation Assistance as well as support a new program for low/moderate income fire safety and code enforcement assistance. The new program will be made available to low/moderate households who need assistance with removal of fire hazards on their property such as trees, brush, etc. The Town of Paradise faces a very high fire danger, especially with the recent drought, and many times residents cannot afford the removal of dangerous fuels. The program would also assist low/moderate income households with addressing code enforcement violations on their property that would otherwise be unaffordable to fix. A portion of the budget will also go towards a Code

Enforcement Officer to provide inspections to homeowners who may utilize the housing rehabilitation program to address code violations.

General Questions

1. Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.

The Town of Paradise is a small mountain community with a mixture of uses and socioeconomic levels. Racial/minority and economic concentrations are not found in Paradise, as families tend to locate socio-economically, rather than racially. Affordability sets the pattern for population concentrations in Paradise. Primarily the two canyons bounding Paradise on the east and west contain the higher income constituents while low-to-moderate income families are located throughout Town.

Funds in the Town's housing programs are spent Town-wide and serve low-to-moderate income families. The sluggish housing economy has created a need in all aspects of the housing industry. Homeowners, homebuyers, contractors, lenders, realtors, etc. will benefit by the investment in housing repairs and mortgage assistance programs.

The two commercial corridors which follow the two main arterials through Town contain mainly micro-businesses. Historically, the Town's economic base has been low and extremely underserved. Over the past few years, the Town proposed investing CDBG dollars for commercial rehabilitation, as building infrastructure is very old, unsafe, and not environmentally sound.

2. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.

The Town of Paradise is a very eclectic community. The assorted housing types and conditions scattered throughout the community make it difficult and counter-productive to concentrate efforts into one or two specific neighborhoods. The Town's neighborhoods are not well defined and therefore providing housing funds on a town-wide basis is the best approach.

Community groups that receive subrecipient funding, operate throughout the Town; as such their funding must also be available to serve client needs on a Town-wide basis. The Ridge Family Resource Center, which is the location of many of our past subrecipients, is centrally located on the Town's main street. It's location is such that most residents drive by there on their way to or from almost any destination.

3. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.

Although the Town has been receiving CDBG funds since 1994, there is still a need for affordable housing, better jobs, and a support system that can help underserved needs of residents from a position of need to one of self-sufficiency. There are still unmet needs in Paradise especially related to elder care, affordable housing, and support for at-risk youth. Another obstacle facing this area is the lack of a sewer system, especially in the downtown commercial district. The local community will also experience a cut in services from local non-profit agencies, as they are dealing with major reductions from the state and other sources in their budgets).

4. Identify the federal, state, and local resources expected to be made available to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

The Business & Housing Services department has responded attentively to the needs of its low-income residents by providing Owner-Occupied Housing Rehabilitation and First- Time Homebuyer assistance. During the fiscal year 2013/2014, the Town of Paradise completed ten rehabilitation projects, extending \$180,428.86 in loans/grants, and assisted nine households in purchasing their first home, extending \$360,000 in loans. In addition, four more rehabilitation projects have been completed and seven more homes have been purchased since the start of the 2014/2015 fiscal year and ten rehabilitation projects are in verification or under construction and eight more FTHB households are in verification or out shopping for a home. Lastly, the Town was awarded a 2014 HOME grant for \$1,000,000 to fund its Owner-Occupied Rehabilitation program and to pilot a Tenant-Based Rental Assistance program.

Managing the Process

1. Identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.

The Town of Paradise is the lead agency responsible for administering the programs covered by the consolidated plan.

2. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.

The annual plan process is a public process coordinated by the Town staff. The Town follows the prescribed citizen participation process when developing the Annual Plan. Town staff held stakeholder meetings, public hearings, conducted surveys and met with individuals and groups to collaborate and coordinate efforts and resources. As a relatively small community, it is easy to stay connected with other groups and citizens.

3. Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.

The Town will focus on collaboration between government agencies; local non-profits; community needs organizations, and local businesses. The town will continue to work with stakeholder and other community service agencies, and organizations.

Town staff also partnered with several agencies on the development of Paradise Community Village, Phase 1 – an affordable housing apartment complex with 36 units available to low and very low income residents. The Town of Paradise made a financial commitment to the wastewater treatment facility as part of the overall affordable housing development. The apartment complex was completed in the summer and was fully rented by October 2013. The Town of Paradise is currently working with the agencies involved with Phase 1 on the next Phase of the Development which will include more affordable housing units.

The Town of Paradise holds an annual forum for lenders/realtors to promote and educate community stakeholders regarding the first time homebuyers program. This ensures that all agencies and individuals involved with the Town's housing programs follow the guidelines set forth by HUD and Housing and Community Development (HCD).

The Town collaborates with the Chamber of Commerce in many ways to share information, provide services and support, and initiates programs and policies that benefit the local business community.

Citizen Participation

1. Provide a summary of the citizen participation process.

A public notice was published in the Paradise Post on December 27, 2014 outlining the noticing requirements of the Citizen Participation Plan and Annual Plan. The public notice announced the two public hearings that allowed citizens the opportunity to comment and make suggestions on the development of the 2015-2016 Annual Action Plan.

- **1st Public Hearing:** Tuesday, January 13, 2015 at 6:00 p.m. This public hearing was used to solicit suggestions and/or comments from the public regarding the 2015-2020 Consolidated Plan and 2015-2016 Annual Plan funding priorities.

- **2nd Public Hearing:** Tuesday, March 10, 2015 at 6:00 p.m., in the Town Hall Council Chambers at 5555 Skyway, Paradise, California. The Draft Consolidated Plan and Draft Annual Action plan was available for review by the Council and the public. This public hearing initiated a 30-day public comment period.
- **30-Day Public Comment Period:** March 10th-April 10th, 2015. The Draft Consolidated Plan and Annual Action Plan was available for public review at the following locations, Paradise Public Library, Senior Center, Family Resource Center, Paradise Chamber of Commerce, Town Hall and could be downloaded via the Town's website.
- **Council Meeting:** Tuesday, April 14, 2015, at 6:00 p.m., in the Town Hall Council Chambers at 5555 Skyway, Paradise, California. The Council reviewed the final draft of the 2015-2020 Consolidated Plan and 2015-2016 Annual Plan. Council adopted the drafts and approved submission of the documents to HUD.

2. Provide a summary of citizen comments or views on the plan.

No public comments were received on the 2015-2016 Annual Plan.

3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.

The Town posted the public hearing notice in the Paradise Post and made it available on the Town's website. Community Service organizations were given information about the Annual Plan process and were encouraged to discuss these projects with individuals who visit their organizations. The draft plan was made available for review at the above mentioned locations, all of which are accessible to persons with disabilities.

4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.

No public comments were received on the 2015-2016 Annual Plan.

Institutional Structure

1. Describe actions that will take place during the next year to develop institutional structure.

The Town Institutional Structure is as follows:

Five member Town Council

- Holds public hearings on Consolidated Plan, Annual Plans and CAPER reports and approves submittal to HUD.
- Approves funding for Public Service Agencies

The Town of Paradise, Business and Housing Services staff provides the main administrative and project management duties over the CDBG program. The

BHS Staff is under the management of the Town Manager. Staff prepares the Consolidated Plan, Annual Plans and Consolidated Annual Performance Evaluation Reports (CAPER) for each CDBG program year. The oversight of the CDBG program is provided by the five-member Town Council whom are elected officials voted in by the citizens of Paradise. All reports and plans are reviewed by Council before they are submitted to HUD.

The Paradise Community Village rental housing project united several organizations that are working cooperatively for the betterment of the community. The degree of commitment and cooperation needed to move this project forward establishes a new paradigm in institutional structure and brings community resources together in a whole new way.

The Town works closely with non-profit organizations in the area that provide specific programs to the citizens of Paradise. These organizations provide services to very low-, low- and moderate-income residents, including the frail and elderly, mentally disabled, physically disabled, homeless, and at-risk youth. These organizations submit funding requests to the Town to qualify for money that comes out of the Community Needs Category. Up to 15% of annual funding is set-aside for these organizations. Once applications for grant funding are received and reviewed by staff, they go through a competitive review process and recommendations are decided by a funding committee and forwarded to the Town Council for final approval.

Once funding decisions are made, organizations are required to sign a contract with the Town outlining the rules and regulations of public service funds. They are required to submit the required documents and reference material related to grant funding. After the contract is signed, the organizations submit quarterly and year end reports for staff review. Organizations are audited and staff performs site visits on a yearly basis. If organizations are not submitting reports on-time or are unable to follow through with program requirements, staff will monitor the organizations to make sure that HUD regulations are being met, or funding is withdrawn.

Monitoring

1. Describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.

Staff works closely with sub-grantees to ensure program compliance. Town staff checks in with sub-grantees on a quarterly basis and performs an annual review to work through the performance measurement requirements and to ensure their compliance with program regulations.

The Town also cooperates in annual independent audits and receives monitoring visits from the State. These audits and monitoring visits educate and inform the Town on its processes and procedures and help to ensure long term compliance with program requirements.

Lead-based Paint

1. Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.

The Town's mortgage subsidy program and residential rehabilitation program comply with federal regulations regarding lead testing, containment, and abatement.

HOUSING

Specific Housing Objectives

*Please also refer to the Housing Needs Table in the Needs.xls workbook.

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Although the housing prices have fallen over the past four years, affordability for low income persons is still an issue.

The decline in property values will prevent many low income persons from being able to afford major home repairs. Deferred maintenance becomes an issue, especially in the Town's older housing stock which tends to need more attention. The Town will continue to fund home repair programs for low and moderate income families. These funds benefit homeowners as well as local contractors, building suppliers and others related to the housing industry.

The Town will also continue to fund a mortgage assistance program for low-to-moderate income home buyers. These funds benefit those involved in the housing industry, including lenders, realtors, etc.

Needs of Public Housing

1. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.
2. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

The Butte County Housing Authority provides Section 8 vouchers and public housing assistance to the residents of Butte County. At this time the Town has one public housing apartment building. This public housing complex is supported by Housing Authority funds.

The Town and Housing Authority share information on needs and works collaboratively, when needed, to address the needs of the community. The Housing Authority holds public meetings for their clients. These meetings are well attended and comments and needs are recorded and prioritized.

Barriers to Affordable Housing

1. Describe the actions that will take place during the next year to remove barriers to affordable housing.

The Town of Paradise updated its Housing Element, which was completed in 2014 and submitted to the California Housing and Community Development Department. As a part of that process, the Town identified both barriers and deficiencies in the Town's housing efforts. The Town also looked at current policies, available land, citizen needs and demands to assist the Town in addressing any barriers to affordable housing that may exist.

The development of the Paradise Community Village, Phase I project has been a marked step towards providing affordable housing for residents of the Town of Paradise. The next Phases of the Paradise Community Village will offer more affordable housing options for residents. Plans for the next phases are currently being developed.

HOMELESS

Specific Homeless Prevention Elements

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

Sources of Funds—Identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento Homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly-owned land or property. Please describe, briefly, the jurisdiction's plan for the investment and use of funds directed toward homelessness.

1. Homelessness—In a narrative, describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.

2. Chronic homelessness—The jurisdiction must describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2012. Again, please identify barriers to achieving this.
3. Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.
4. Discharge Coordination Policy—Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

The Butte County Continuum of Care receives funding from the County and local agencies to support a coordinator position that coordinates the efforts to serve homelessness in the County. A yearly homeless survey is completed and results are submitted to each city within the County.

The Town will continue to support the efforts of the Butte County Continuum of Care. The Continuum of Care program works with the local homeless population and facilitates the coordination of services to these individuals. They identify the gaps in services and apply for additional funding resources to meet these needs. The Town also utilizes the Community Housing Improvement Program's Credit Counseling Program which provides residents of Paradise with information about improving credit and finding ways to insure that those who may be losing their home- find a means to help them stay in their home.

Emergency Shelter Grants (ESG)

(States only) Describe the process for awarding grants to State recipients, and a description of how the allocation will be made available to units of local government.

N/A

COMMUNITY DEVELOPMENT

Community Development

*Please also refer to the Community Development Table in the Needs.xls workbook.

1. Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), public facilities, public improvements, public services and economic development.

2. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

*Note: Each specific objective developed to address a priority need, must be identified by number and contain proposed accomplishments, the time period (i.e., one, two, three, or more years), and annual program year numeric goals the jurisdiction hopes to achieve in quantitative terms, or in other measurable terms as identified and defined by the jurisdiction.

The town's non-housing community development needs are as follows:

1. Economic development
2. Public facilities
3. Public services
4. Public improvements

The Town of Paradise has adopted program objectives that mirror HUD's primary objectives of decent housing, expanded economic opportunities, and achieving a suitable living environment. The Town will focus funding towards needed infrastructure in the downtown area, which will go a long way towards business growth and job creation. Needed infrastructure includes a wastewater treatment facility, improved streets, pedestrian improvements, parking and other amenities conducive to a successful downtown.

Antipoverty Strategy

1. Describe the actions that will take place during the next year to reduce the number of poverty level families.

The Town's non-profits work with social service agencies to address needs of low and very low income individuals and families. The Town collaborates with these groups to provide assistance in the form of subrecipient funding and to ensure that services are available to help reduce poverty and the effects of poverty.

NON-HOMELESS SPECIAL NEEDS HOUSING

Non-homeless Special Needs (91.220 (c) and (e))

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

The Town intends to continue to work with local care providers, to provide social, employment, recreational and health care opportunity for our special

needs population. The Town will also support local efforts to obtain other funds that support the special needs community.



**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: May 12, 2015**

ORIGINATED BY: David Hawks, North Division Chief

AGENDA ITEM: 3(d)

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Donation

COUNCIL ACTION REQUESTED: Ratify and accept donation from Wilson's Marine for a custom cover for the Fire Department air tank trailer totaling \$1507.99.

BACKGROUND: According to Town Resolution #96-17, donations shall be offered directly to the Town Council for acceptance whenever the donor proposes to restrict the use of the donation to specific Town services. We accept this donation from Wilson's Marine and are especially grateful for the time, dedication and work put into making this custom cover for the air tank trailer. Wilson's Marine also wrote off a considerable amount of cost and labor for this project.

FINANCIAL IMPACT: The donation of parts and services from Wilson's Marine, valued at \$1,507.99 helped to reduce the overall cost of the project. Thanks to the generous donation from Wilson's Marine, this project netted a savings to the Town's General Fund.

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING AND ACCEPTING DONATION FROM ANTHONY LINDSEY
RELATING TO FLAG POLE PROJECT AT TOWN HALL**

WHEREAS, as an Eagle Scout project, Anthony Lindsey has offered to donate labor and materials to the Town of Paradise relating to the installation of a flag pole project at the Town Hall, 5555 Skyway, Paradise, California; and

WHEREAS, the Town Council has reviewed the proposed donation and has determined that it would be beneficial to the Town of Paradise; and

WHEREAS, based on the provisions of this resolution, the Council approves and accepts the donation relating to the flag pole project.

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

Section 1. Town Council does hereby approve and accept the generous donation and installation of the flag pole project by Anthony Lindsey as described on Exhibit A.

Section 2. Anthony Lindsey is authorized to implement the flag pole project at the direction of the Town Public Works Manager.

Section 3. Except for Town employees, all work relating to the flag pole project shall be performed by volunteers.

PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 12th day of May 2015, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Mayor Greg Bolin

ATTEST:

APPROVED AS TO FORM:

JOANNA GUTIERREZ, Town Clerk

DWIGHT L. MOORE, Town Attorney



**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: May 12, 2015**

AGENDA ITEM: 3(f)

ORIGINATED BY: Gabriela Tazzari-Dineen, Chief of Police

REVIEWED BY: Lauren Gill, Interim Town Manager

SUBJECT: Authorize the Town Manager to enter into a contract with Vigilant Canine Services International, LLC for the purchase and training of a police canine, and authorize the use of the Canine Donation Fund to pay for said cost.

COUNCIL ACTION REQUESTED: Adopt a MOTION TO:

- (1) Authorize the Town Manager to enter into a contract with Vigilant Canine Services International, LLC for the purchase and training of a police canine; AND
- (2) Authorize the use of the Canine Donation Fund to pay for a police canine and the Initial Basic Handlers Course.

BACKGROUND: The Paradise Police Department has had a K-9 Program for many years; however, the number of active canines has fluctuated from as many as 3 dogs to our current status of 1 dog (Cash). In the last few years, after the passing of K-9 Lucy, the department has experienced funding and staffing issues that prevented the purchase or training of a new K-9. Although staffing levels have restricted some fundraising activities, the community has generously continued to donate money to the Canine Donation Fund. Moreover, in the last 8 months, the department hired new entry and lateral police officers and the new staffing levels are now adequate enough to accommodate sending an officer and his canine to the five week certification training course.

DISCUSSION: Vigilant Canine Services International, LLC, is the Department's current canine and training provider. The Department's experience with this provider has been positive and for continuity in our program, the department recommends using this same provider for the purchase and training of the new K-9.

The cost of a new canine is \$7,500.00 and the cost of the 200 hour Basic Handler Course is \$4,500.00. These costs would be paid using the Canine Donation Fund.

Staff requests that the Town Council authorize the Town Manager to enter into a contract for the purchase and training of a new canine and staff recommends that said costs should be paid using the Canine Donation Fund.

FINANCIAL IMPACT: The purchase of a new canine and the basic course training will have no affect on the General Fund. A total purchase and training cost of \$12,000.00 would be paid from the Canine Donation Fund.

**TOWN OF PARADISE
POLICE CANINE REPLACEMENT AND BASIC TRAINING AGREEMENT**

This Agreement is made and entered into by and between the TOWN OF PARADISE, a municipal corporation, (hereinafter "TOWN"), and VIGILANT CANINE SERVICES INTERNATIONAL, LLC (hereinafter "PROVIDER").

RECITALS

- A.** Whereas, the TOWN OF PARADISE POLICE DEPARTMENT is in need of a police canine and basic training for the new K-9 team, and
- B.** Whereas, the TOWN OF PARADISE POLICE DEPARTMENT staff solicited proposals for various trainers, and
- C.** Whereas, staff determined that PROVIDER was the most qualified, and
- D.** Whereas, the TOWN and PROVIDER are entering into this Agreement relating to obtaining such canine and training.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES.

- 1.1** Within ____ days from the date of this Agreement, PROVIDER will provide the TOWN with one canine suitable for police work in accordance with the requirements of this Agreement. The canine will be no older than four (4) years of age. The TOWN intends the dog to be used in searches for articles, evidence and persons, tracking, apprehension, public demonstrations, and detection of specific narcotics and explosives. For that reason, the canine will be qualified to perform to the TOWN's satisfaction in all disciplines. The TOWN shall approve of the canine delivered to it by Provider.
- 1.2** The canine will be guaranteed by PROVIDER in regards to both performance and health. If, for any reason, the TOWN is, in its sole discretion, not satisfied with the canine within the first five (5) years after the delivery of the canine to the TOWN, the PROVIDER will replace the canine free of charge. Reasons the TOWN may be dissatisfied with the canine include, but are not limited to, the following: failure of the canine to meet the performance standards outlined in sections 1.3 and 1.4 (even after additional remedial training provided in section 1.3); reluctance of the canine to work in the following environments: indoors, stairs, confined spaces or slick floors. If, for any reason, a canine becomes unable to work due to illness, disease or genetic defect (including Hip Dysplasia) within the first five (5) years, the PROVIDER will replace the canine free of charge to TOWN. The canine chosen for replacement will be subject to approval by the TOWN. PROVIDER will not charge the TOWN any costs associated with the replacement canine, including the training required to obtain P.O.S.T. certification. *This guarantee does not cover any INJURY sustained by the canine after delivery to the agency or situations where the canine has become environmentally unsound due to the agency's negligent handling.*

**TOWN OF PARADISE POLICE – GENERAL SERVICES AGREEMENT
POLICE CANINE REPLACEMENT AND TRAINING**

Page 2 of 6

- 1.3** PROVIDER will also provide a 200 hour Initial Basic Handlers Course to be attended by the TOWN's K-9 team. The training shall include, but is not limited to, obedience, agility, search, tracking, revering, apprehension, muzzle work, protection, and detection of specific narcotics. The training will take place at _____, Reno, Nevada. Any change in the training location must be approved by TOWN OF PARADISE POLICE DEPARTMENT, Canine Unit Supervisor or Coordinator. Prior to completion of the course, each K-9 team must successfully pass the P.O.S.T. standards test for Police Service Dog. The K-9 team must be certified by a P.O.S.T.-certified evaluator. The TOWN shall approve the selection of such evaluator.

Upon completion of the Basic Handler Course, if the K-9 team is unable to successfully pass the P.O.S.T. standards test and become certified, PROVIDER will provide the remedial training to achieve the certification free of charge, regardless of the time and effort required, unless such failure to qualify is the result of the handler's inability to conform to training standards.

- 1.4** The services shall be performed by, or under the direct supervision of PROVIDER's authorized representative.

- 1.5** All training equipment used during the Initial Basic Handler's Course will be provided by PROVIDER at no additional expense to the TOWN.

- 1.6** The Initial Basic Handlers Course will commence within sixty (60) days of the purchase or delivery of the canine, whichever comes first.

- 2. TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. PROVIDER shall commence performance, and shall complete all required services no later than the dates set forth in this Agreement. Any services for which times for performance are not specified in this Agreement shall be commenced and completed by PROVIDER in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the PROVIDER. PROVIDER shall submit all requests for extensions of time to the TOWN in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. TOWN shall grant or deny such requests at its sole discretion, however, TOWN shall not unreasonably deny any such request for which PROVIDER can demonstrate that the delay was caused by outside third parties for which PROVIDER has no direct control.

- 3. INDEPENDENT CONTRACTOR STATUS.** PROVIDER is an independent contractor and is solely responsible for all acts of its employees or agents, including any negligent acts or omissions. PROVIDER is not TOWN's employee and PROVIDER shall have no authority, express or implied, to act on behalf of the TOWN as an agent, or to bind the TOWN to any obligation whatsoever. PROVIDER is free to work for other entities during this Agreement. PROVIDER, and its agents or employees are not entitled to TOWN benefits.

**TOWN OF PARADISE POLICE – GENERAL SERVICES AGREEMENT
POLICE CANINE REPLACEMENT AND TRAINING**

Page 3 of 6

4. **CONFLICTS OF INTEREST.** PROVIDER (including its employees or agents) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that PROVIDER maintains or acquires such a conflicting interest, any contract (including this Agreement) involving PROVIDER's conflicting interest may be terminated by the TOWN.
5. **COMPENSATION.**
 - 5.1. After delivery of the Town-approved canine, TOWN shall pay PROVIDER \$7,500.00 (plus applicable sales tax) for one canine that meets the qualifications listed in section 1 of this Agreement.
 - 5.2. TOWN shall pay PROVIDER \$4,500.00 for the 200 hour initial Basic Handler Courses that meets the qualifications listed in section 1 of this Agreement.
 - 5.3. PROVIDER's billing rates shall cover all costs, taxes and expenses of every kind and nature for PROVIDER's performance of this Agreement (except for any remedial training outlined in 1.3, which will be free of charge).
 - 5.4. PROVIDER shall submit monthly invoices to the TOWN describing the services performed, including times, dates, and names of persons performing the service, for services provided in the prior month.
 - 5.5. Within thirty (30) days after the TOWN's receipt of invoice, TOWN shall make payment to the PROVIDER based upon the services described on the invoice and approved by the TOWN.
6. **TERMINATION.** The TOWN may terminate this Agreement by giving ten (10) days written notice to PROVIDER. Upon termination, PROVIDER shall give the TOWN all original documents, including preliminary drafts and supporting documents, prepared by PROVIDER for this Agreement. The TOWN shall pay PROVIDER for all services satisfactorily performed in accordance with this Agreement, through the date of termination.
7. **OWNERSHIP OF WORK.** All original documents prepared by PROVIDER for this Agreement, whether complete or in progress, are the property of the TOWN, and shall be given to the TOWN at the completion of PROVIDER's services, or upon demand from the TOWN. No such documents shall be revealed or made available by PROVIDER to any third party without the prior written consent of the TOWN.
8. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
9. **INDEMNIFICATION.** PROVIDER shall indemnify, defend, and hold harmless the TOWN (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of PROVIDER's performance of services under this

Agreement.

10. BUSINESS LICENSE. The Town has no business license.

11. INSURANCE.

- 11.1. **General.** Before commencing any work under this Agreement, PROVIDER shall deliver a certificate of insurance that it has obtained insurance to cover PROVIDER, its agents, representatives, and employees in connection with all the performance of services under this Agreement at the minimum levels set forth below.
- 11.2. **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- 11.3. **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 11.4. **Workers’ Compensation** coverage shall be maintained as required by the State of California.
- 11.5. **Errors and Omissions Liability** “Claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of PROVIDER in an amount not less than \$1,000,000 per claim.
- 11.6. **Endorsements.** PROVIDER shall obtain endorsements to the automobile and commercial general liability with the following provisions:
 - 11.6.1 The TOWN (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”
 - 11.6.2 For any claims related to this Agreement, PROVIDER’s coverage shall be primary insurance with respect to the TOWN. Any insurance maintained by the TOWN shall be excess of the PROVIDER’s insurance and shall not contribute with it.
- 11.7. **Notice of Cancellation.** PROVIDER shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the TOWN should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 11.8. **Authorized Insurers.** All insurance companies providing coverage to PROVIDER shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 11.9. **Insurance Certificate.** PROVIDER shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the TOWN, upon the execution of this Agreement.
- 11.10. **Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, PROVIDER shall provide a substitute certificate of insurance.
- 11.11. **PROVIDER’s Obligation.** Maintenance of insurance by the PROVIDER as specified in this Agreement shall in no way be interpreted as relieving the PROVIDER of any responsibility whatsoever (including indemnity obligations under this Agreement), and

**TOWN OF PARADISE POLICE – GENERAL SERVICES AGREEMENT
POLICE CANINE REPLACEMENT AND TRAINING**

Page 5 of 6

the PROVIDER may carry, at its own expense, such additional insurance as it deems necessary.

12. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the PROVIDER's duties be delegated, without the written consent of the TOWN. Any attempt to assign or delegate this Agreement without the written consent of the TOWN shall be void and of no force and effect. Consent by the TOWN to one assignment shall not be deemed to be consent to any subsequent assignment.

13. **NOTICES.**

- 13.1 All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To TOWN:

Town of Paradise Police Chief
5595 Black Olive Drive
Paradise, CA 95969

To PROVIDER:

Vigilant Canine Services International, LLC
PO Box 652
Red Bluff, CA 96080

- 13.2 Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

14. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

15. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

- 15.16. **SEVERABILITY.** In the event any term of this Agreement is held invalid by a court of competent jurisdiction or if it is found to be in contravention of any federal or state statute or regulation or TOWN ordinance, the Agreement shall be construed as not containing that portion or term, and the remainder of this Agreement shall remain in full force and effect.

17. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Butte.

18. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed by PROVIDER and the TOWN. This Agreement supersedes all prior negotiations, representations, or agreements.

**TOWN OF PARADISE POLICE – GENERAL SERVICES AGREEMENT
POLICE CANINE REPLACEMENT AND TRAINING**

Page 6 of 6

19. **COMPLIANCE WITH THE LAW.** PROVIDER shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
20. **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to PROVIDER's services will be the degree of skill and diligence ordinarily used by reputable providers performing in the same or similar time and locality, and under the same or similar circumstances.
21. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the PROVIDER and the TOWN. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

TOWN OF PARADISE

PROVIDER

By: Lauren M. Gill
Title: Town Manager
Date: _____

By: Buckley Dikes
Title: Chief Executive Officer
Date: _____
Fed. Employer ID No. _____

Attest:

By:
Title:
Date: _____

Approved As To Form:

By: Dwight L. Moore
Title: Town Attorney
Date: _____



**Town of Paradise
Council Agenda Summary
Date: May 12, 2015**

Agenda Item: 3(g)

Originated by: Gina S. Will, Finance Director/Town Treasurer

Reviewed by: Lauren Gill, Town Manager

Subject: State Board of Equalization Confidential Transactions and Use Tax Information

Council Action Requested:

Approve a resolution authorizing the examination of transactions (sales) and use tax records; or

Alternatives:

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

Background:

On July 8, 2014, the Town Council adopted Ordinance No. 545 known as the temporary transaction and use tax ordinance. With approval of Town citizens in of the ordinance in November 2014, the 0.50% temporary transaction and use tax went into effect on April 1, 2015.

Discussion:

Revenue and Taxation Code Section 7056 restricts the release of confidential Board of Equalization transaction and use tax records to Town designated employees only. The attached resolution authorizes the Town Manager to designate positions to receive this information. Further, the resolution authorizes the Finance Director/Town Treasurer and the Town Manager access to the data which will be useful for various budgeting and analytical projects.

Fiscal Impact Analysis:

There is no cost to approving this resolution and no fees associated with the Town receiving the transaction and use tax records.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA,
AUTHORIZING THE EXAMINATION OF TRANSACTIONS (SALES) AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance No. 545 of the Town of Paradise hereinafter called District and Section 7270 of the Revenue and Taxation Code, the District entered into a contract with the State Board of Equalization to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the District deems it desirable and necessary for authorized representatives of the District to examine confidential transactions and use tax records of the State Board of Equalization pertaining to transactions and use taxes collected by the Board for the District pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board;

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

Section 1. That the Finance Director/Town Treasurer and the Town Manager or other officer or employee of the District designated in writing by the Town Manager to the State Board of Equalization (hereafter referred to as Board) is hereby appointed to represent the District with authority to examine transactions and use tax records of the Board pertaining to transactions and use taxes collected for the District by the Board pursuant to the contract between the District and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of the District's transactions and use taxes by the Board pursuant to the contract.

Section 2. That the information obtained by examination of Board records shall be used only for purposes related to the collection of District's transactions and use taxes by the Board pursuant to the contracts between the District and Board.

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PASSED AND ADOPTED by the Town Council of the Town of Paradise this 12th day of May, 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
Council Agenda Summary
Date: May 12, 2015

Agenda No. 5(a)

ORIGINATED BY: Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: LED Conversion Project

COUNCIL ACTION REQUESTED:

1. Conduct a public hearing, and after consideration,
 - a. Authorize the Town Manager to execute an agreement, as approved by the Town Attorney, with Richard Heath and Associates, Inc. of Chico, California for the Town of Paradise Facilities LED Conversion Project in an amount not to exceed \$25,816, with the finding that it is in the best interest of the Town.

Background:

In mid-February, Pacific Gas & Electric, Richard Heath & Associates (RHA) and Northern Rural Training and Employment Consortium (NoRTEC) approached the Town of Paradise about a new energy conservation program. This program allows municipalities, agencies and businesses to receive free energy audits pertaining to interior and exterior lighting. When the assessments are completed, RHA is able to recommend LED retrofit lighting fixtures with known energy savings, fixture costs, and payback periods.

In an effort to reduce general fund costs for lighting at all Town-owned facilities, staff authorized RHA to proceed with performance of energy assessments in March.

Analysis:

RHA has completed the formal lighting assessments for all Town-owned, Town-paid facility energy bills. The findings of these assessments are attached as Exhibit A. The proposed project includes retrofit of 529 lighting fixtures across 12 facility locations. A summary of the retrofits are listed below:

Site Name	Address	KWH Savings	Annual Savings	Return on Investment	Project Cost
Evidence Storage	5657 Sierra Park Rd	718.2	\$136.46	1.28	\$175.00
Firehouse #1	767 Birch St	14116.33	\$2,682.10	1.92	\$5,313.00
Auto Shop	767 Birch St	2273.93	\$432.05	3.52	\$1,537.00
Firehouse #2	5545 Libby Rd	3172.61	\$602.80	1.38	\$1,164.00
Public Works Yard	925 American Way	1794	\$340.00	3.60	\$1,283.00
Intersection Neal / Skyway	Neal / Skyway	3062	\$582.00	2.55	\$1,485.00
Wagstaff Fire	1250 Wagstaff Rd	3026.93	\$575.12	1.82	\$1,045.00
Community Park	5580 Black Olive Dr	3133.15	\$595.30	1.55	\$920.00
Animal Shelter	925 American Way	4431	\$841.00	1.27	\$1,069.00
Police Station	5595 Black Olive Dr	9108.94	\$1,730.70	2	\$3,455.00
Town Hall	5555 Skyway	21424.39	\$4,070.63	2.02	\$8,217.00
Community Park (Depot)	5580 Black Olive Dr	2142.47	\$407.07	0.38	\$154.00
		68403.95	\$12,995.23	1.94	\$25,816.00

Pacific Gas & Electric has competitively bid the subcontract for performing these energy retrofits, and has selected Richard Heath & Associates. To move forward with this project, the Town of Paradise must award a sole source contract with Richard Heath & Associates. California Government Code 4217.12(a), with a noticed public hearing, allows agencies to award energy efficiency contracts when the cost of the project is lower than the marginal cost of not performing the work.

The Public Works Department proposes to move forward with the subject project according to the schedule noted below:

May 12, 2015	Council approves the proposed project
May 2015	Execute Contracts
June 2015	Complete project retrofits

Financial Impact:

There is zero net cost to the Town for this project. Staff proposes to utilize on-bill financing through PG&E which will allocate all project costs incurred through RHA will be directly billed through the Town's monthly bill. This program is essentially a 0% interest loan financed on the bill, paid by the actual reduction in monthly energy costs observed by the project.

The total project cost is \$25,816.00. With nearly \$13,000 in annual savings the loan will be paid off in 2017, leaving the Town in a position to observe true cost savings from Year 3 to the end of fixture life-cycles. Fixture life ranges between 25,000-100,000 hours.

Alternatives:

Delay or modify recommended action.



Project Summary
Town of Paradise - Animal Shelter
925 AMERICAN WAY PARADISE 95969

Scope Of Work

Description	Quantity
A-Lamp-60w Incandescent to LED A-LAMP	1.00
LED-LED PAR38 17-18W	4.00
T8 Replacement-T8 4' 2L to (4) 60cm LED Strips w Existing Diffuser	16.00

Annual Energy Savings

KWH Saved	4,638.62
Annual Approximate Dollars Saved (based on a calculation for your specific business situation)	\$881.34

Cost Overview

Project Cost	\$1,323.64
PG&E Rebate	\$576.14
Net Project Cost	\$747.50
Return on Investment (payback period)	0.85 yrs

Financing Type

Check or Money Order

Customer Out of Pocket Costs

\$747.50



Project Summary
Town of Paradise - Public Works Yard
925 AMERICAN WAY PARADISE 95969

Scope Of Work

Description	Quantity
T8 Replacement-T8 4' 2L to (4) 60cm LED Strips w Existing Diffuser	6.00
T8 Replacement-T8 8' 1L to (2)19W TLED w/ Existing EL. BALLAST	12.00
Metal Halide Replacement-70W Metal Halide To 14W LED Mini Vertical Wall Pack	1.00

Annual Energy Savings

KWH Saved	1,794.08
Annual Approximate Dollars Saved (based on a calculation for your specific business situation)	\$340.88

Cost Overview

Project Cost	\$1,450.11
PG&E Rebate	\$269.11
Net Project Cost	\$1,181.00
Return on Investment (payback period)	3.46 yrs

Financing Type

Check or Money Order

Customer Out of Pocket Costs

\$1,181.00



Project Summary

Town of Paradise - Police Dept.
5595 Black Olive Dr PARADISE 95969

Scope Of Work

Description	Quantity
LED-LED PAR30: 15-16 Watts	1.00
Metal Halide Replacement-70W Metal Halide To 14W LED Mini Vertical Wall Pack	2.00
A-Lamp-60w Incandescent to LED A-LAMP	13.00
T8 Replacement-T8 4' 3L to (4) 60cm LED Strips w Existing Diffuser	3.00
T8 Replacement-T8 4' 2L to (4) 60cm LED Strips w Existing Diffuser	67.00

Annual Energy Savings

KWH Saved	9,108.94
Annual Approximate Dollars Saved (based on a calculation for your specific business situation)	\$1,730.70

Cost Overview

Project Cost	\$4,632.68
PG&E Rebate	\$1,178.18
Net Project Cost	\$3,454.50
Return on Investment (payback period)	2.00 yrs

Financing Type

Check or Money Order

Customer Out of Pocket Costs

\$3,454.50



Project Summary
Town of Paradise - Town Hall
5555 Skyway PARADISE 95969

Scope Of Work

Description	Quantity
Metal Halide Replacement-150W Metal Halide to 30W LED Small Wall Pack	1.00
Metal Halide Replacement-400W Metal Halide To 105W LED Large Wall Pack	2.00
A-Lamp-60w Incandescent to LED A-LAMP	19.00
T12 Replacement-T12 8' 2L to (2)17W TLED Conversion Kit w/ NEW EB	4.00
T8 Replacement-T8 4' 2L to (4) 60cm LED Strips w Existing Diffuser	152.00

Annual Energy Savings

KWH Saved	21,424.39
Annual Approximate Dollars Saved (based on a calculation for your specific business situation)	\$4,070.63

Cost Overview

Project Cost	\$11,133.14
PG&E Rebate	\$2,916.64
Net Project Cost	\$8,216.50
Return on Investment (payback period)	2.02 yrs

Financing Type

Check or Money Order

Customer Out of Pocket Costs

\$8,216.50



Project Summary

Town of Paradise - Community Park (DEPOT)
5580 BLACK OLIVE DR PARADISE 95969

Scope Of Work

Description	Quantity
LED-LED PAR38 17-18W	4.00
A-Lamp-60w Incandescent to LED A-LAMP	3.00
LED-LED MR-16 -50W REPLACEMENT LAMP PIN BASE	21.00

Annual Energy Savings

KWH Saved	2,142.47
Annual Approximate Dollars Saved (based on a calculation for your specific business situation)	\$407.07

Cost Overview

Project Cost	\$406.58
PG&E Rebate	\$252.58
Net Project Cost	\$154.00
Return on Investment (payback period)	0.38 yrs

Financing Type

Check or Money Order

Customer Out of Pocket Costs

\$154.00



Project Summary
Town of Paradise - Community Park
5580 BLACK OLIVE DR PARADISE 95969

Scope Of Work

Description	Quantity
Metal Halide Replacement-70W Metal Halide To 14W LED Mini Vertical Wall Pack	4.00
Metal Halide Replacement-55W LED Low Profile Low Watt Canopy	1.00
LED-LED PAR38 17-18W	4.00
A-Lamp-60w Incandescent to LED A-LAMP	2.00
T8 Replacement-T8 4' 2L to (2) 60cm LED Strips w Existing Diffuser	4.00

Annual Energy Savings

KWH Saved	3,133.15
Annual Approximate Dollars Saved (based on a calculation for your specific business situation)	\$595.30

Cost Overview

Project Cost	\$1,347.33
PG&E Rebate	\$427.33
Net Project Cost	\$920.00
Return on Investment (payback period)	1.55 yrs

Financing Type

Check or Money Order

Customer Out of Pocket Costs

\$920.00

Project Summary
Town of Paradise - Firehouse 1
767 Birch St PARADISE 95969

Scope Of Work

Description	Quantity
A-Lamp-60w Incandescent to LED A-LAMP	1.00
Metal Halide Replacement-70W Metal Halide To 14W LED Mini Vertical Wall Pack	3.00
T8 Replacement-T8 4' 2L to (4) 60cm LED Strips w Existing Diffuser	12.00
T8 Replacement-T8 8' 1L to (2)19W TLED w/ Existing EL. BALLAST	4.00

Annual Energy Savings

KWH Saved	2,273.93
Annual Approximate Dollars Saved (based on a calculation for your specific business situation)	\$432.05

Cost Overview

Project Cost	\$1,830.13
PG&E Rebate	\$327.63
Net Project Cost	\$1,502.50
Return on Investment (payback period)	3.48 yrs

Financing Type

Check or Money Order

Customer Out of Pocket Costs

\$1,502.50

Project Summary
Town of Paradise - Firehouse 1
767 Birch St PARADISE 95969

Scope Of Work

Description	Quantity
A-Lamp-60w Incandescent to LED A-LAMP	21.00
T8 Replacement-T8 8' 1L to (2)19W TLED w/ Existing EL. BALLAST	19.00
T8 Replacement-T8 4' 3L to (4) 60cm LED Strips w Existing Diffuser	2.00
Metal Halide Replacement-70W Metal Halide To 14W LED Mini Vertical Wall Pack	4.00
Metal Halide Replacement-150W Metal Halide to 30W LED Small Wall Pack	4.00
Metal Halide Replacement-400W Metal Halide To 105W LED Large Wall Pack	2.00
LED-LED PAR38 17-18W	8.00
T8 Replacement-T8 4' 2L to (4) 60cm LED Strips w Existing Diffuser	31.00

Annual Energy Savings

KWH Saved	14,116.33
Annual Approximate Dollars Saved (based on a calculation for your specific business situation)	\$2,682.10

Cost Overview

Project Cost	\$6,953.02
PG&E Rebate	\$1,801.52
Net Project Cost	\$5,151.50
Return on Investment (payback period)	1.92 yrs

Financing Type

Check or Money Order

Customer Out of Pocket Costs

	\$5,151.50
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Project Summary
Town of Paradise - Firehouse #2
5545 S LIBBY RD PARADISE 95969

Scope Of Work

Description	Quantity
T12 Replacement-T12 4' 2L to (4) 60cm LED Strips w Existing Diffuser	1.00
LED-LED PAR38 17-18W	6.00
A-Lamp-60w Incandescent to LED A-LAMP	8.00
T8 Replacement-T8 4' 2L to (4) 60cm LED Strips w Existing Diffuser	16.00

Annual Energy Savings

KWH Saved	3,172.61
Annual Approximate Dollars Saved (based on a calculation for your specific business situation)	\$602.80

Cost Overview

Project Cost	\$1,202.28
PG&E Rebate	\$370.28
Net Project Cost	\$832.00
Return on Investment (payback period)	1.38 yrs

Financing Type

Check or Money Order

Customer Out of Pocket Costs

\$832.00

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Project Summary
Town of Paradise - Neal Rd / Skyway Intersection
Neal Rd / Skyway PARADISE 95969

Scope Of Work

Description	Quantity
Metal Halide Replacement-400W Metal Halide To 151W LED Large Area Flood	3.00

Annual Energy Savings

KWH Saved	3,062.70
Annual Approximate Dollars Saved (based on a calculation for your specific business situation)	\$581.91

Cost Overview

Project Cost	\$1,944.40
PG&E Rebate	\$459.40
Net Project Cost	\$1,485.00
Return on Investment (payback period)	2.56 yrs

Financing Type

Check or Money Order

Customer Out of Pocket Costs

\$1,485.00



Project Summary
Town of Paradise - Evidence Storage
5657 Sierra Park Rd PARADISE 95969

Scope Of Work

Description	Quantity
T12 Replacement-T12 4' 2L to (4) 60cm LED Strips w Existing Diffuser	5.00

Annual Energy Savings

KWH Saved	718.20
Annual Approximate Dollars Saved (based on a calculation for your specific business situation)	\$136.46

Cost Overview

Project Cost	\$268.37
PG&E Rebate	\$93.37
Net Project Cost	\$175.00
Return on Investment (payback period)	1.28 yrs

Financing Type

Check or Money Order

Customer Out of Pocket Costs

\$175.00



Project Summary
Town of Paradise - Wagstaff Fire
1250 WAGSTAFF RD PARADISE 95969

Scope Of Work

Description	Quantity
LED-LED PAR38 17-18W	6.00
A-Lamp-60w Incandescent to LED A-LAMP	4.00
T8 Replacement-T8 4' 2L to (4) 60cm LED Strips w Existing Diffuser	22.00

Annual Energy Savings

KWH Saved	3,026.93
Annual Approximate Dollars Saved (based on a calculation for your specific business situation)	\$575.12

Cost Overview

Project Cost	\$1,437.85
PG&E Rebate	\$392.85
Net Project Cost	\$1,045.00
Return on Investment (payback period)	1.82 yrs

Financing Type

Check or Money Order

Customer Out of Pocket Costs

\$1,045.00



TOWN OF PARADISE
Council Agenda Summary
Date: May 12, 2015

Agenda No. 7(a)

ORIGINATED BY: Marc Mattox, Town Engineer
REVIEWED BY: Lauren Gill, Town Manager
SUBJECT: Elliott Road Overlay, Copeland to N. Libby
COUNCIL ACTION REQUESTED:

1. Approve Agreement between Town of Paradise and Paradise Irrigation District (PID), accepting 50% of actual construction costs for the purpose of installing a 1.5" overlay along Elliott Road between Copeland Road and N. Libby Road. Thereafter, PID will have no further obligation to restore Elliott Road pursuant to Encroachment Permit EN09-00107.
2. Contingent upon PID Board approval of said Town of Paradise and PID Agreement, adopt a resolution approving the plans, specifications and estimates for the Elliott Road Overlay Project, and authorize advertisement for bids on the project.

Background:

Elliott Road, a Town-maintained collector, historically has been difficult to maintain due to increased volumes since the roadway was originally designed and constructed. On December 9, 2009 the Town of Paradise issued Encroachment Permit EN09-00107, included as Exhibit A, to Paradise Irrigation District (PID) for their water main replacement project. Conditions of the Permit require the Applicant to restore trenches to Town approved standards.

PID completed all work on the subject project in late 2012. Since this time, the quality of the roadway has degraded to a level worse than pre-construction conditions.

After observing the success of the jointly funded Bille Road Overlay, staff and PID identified this section of roadway as a great candidate to jointly rehabilitate further.

Analysis:

Staff has estimated a full-width 1.5" road overlay for the Elliott Road between Copeland Road and N. Libby Road would be \$82,000. To account for the construction efforts made by Paradise Irrigation District and standard roadway maintenance needs, the Town proposes the potential overlay project be split 50/50 for each agency, based upon actual costs.

The Town Attorney has prepared a formal Agreement, Exhibit B, for Council's approval and PID Board's approval to implement the efforts.

With Council approval of the agreement, staff proposes the following schedule:

PID Board Meeting:	May 20, 2015	
Execute Agreement:	May 2015	(if approved)
Advertise for Construction:	June 2015	(if approved)
Award Contract:	July 14, 2015	(if approved)
Construction:	August 2015	(if approved)

Financial Impact:

Funding for the Elliott Road Overlay will come from Paradise Irrigation District and gas tax funds. PID, if approved at their regularly scheduled May 20 board meeting, will contribute 50% towards the project, estimated \$41,000. There is sufficient local road maintenance funds (Transit) available to cover the remaining \$41,000 required for this project.

Alternatives:

Do not approve subject Agreement.

TOWN OF PARADISE
DEPARTMENT OF PUBLIC WORKS
5555 SKYWAY, PARADISE, CA 95969
(530) 872-6291

Enc 9-
PERMIT # 00107

ENCROACHMENT PERMIT
(SEE PAGE 2 FOR GENERAL CONDITIONS)

JOBSITE ADDRESS: ELLiot RD from Copeland to N. Libby APN: _____
OWNER NAME: _____ MAIL ADDRESS: _____ PHONE: _____
CONTRACTOR NAME: PID PHONE: _____

SELECT TYPE OF WORK TO BE DONE

- ☐ DRIVEWAY ☐ ASPHALT ☐ CONCRETE ☐ CULVERT REQUIRED (LOCATION & SIZE TO BE APPROVED BY TOWN ENGINEER PRIOR TO INSTALLATION.)
☐ CURB ☐ GUTTER ☐ SIDEWALK ☒ UTILITY ☐ OTHER _____

DESCRIPTION OF WORK: INSTALL APPROX 2500' of 8" main line, services and hydrants

THE ABOVE MENTIONED IMPROVEMENTS ARE TO BE COMPLETED PRIOR TO FINALIZATION OF THE FOLLOWING PROJECT:

BUILDING PERMIT # _____ USE PERMIT # _____ SITE PLAN # _____
PARCEL MAP # _____ SUBDIVISION # _____ OTHER _____

CONTRACTORS LICENSE LAW

I DECLARE UNDER PENALTY OF PERJURY (CHECK ONE):

- ☐ I AM LICENSED UNDER PROVISIONS OF CHAP. 9, DIV. 3 OF THE BUSINESS AND PROFESSIONS CODE AND MY LICENSE IS IN FULL FORCE AND EFFECT.
LICENSE # _____ CLASSIFICATION _____
- ☐ I, AS THE OWNER, OR MY EMPLOYEES WITH WAGES AS THEIR SOLE COMPENSATION, WILL DO THE WORK, AND THE STRUCTURE IS NOT INTENDED OR OFFERED FOR SALE. (SEC. 7044)
- ☐ I AM EXEMPT UNDER SEC. _____, BUSINESS AND PROFESSIONAL CODE FOR THIS REASON _____

WORKERS COMPENSATION INSURANCE

I DECLARE UNDER PENALTY OF PERJURY (CHECK ONE):

- ☐ THE PERMIT IS FOR \$500.00 (VALUATION) OR LESS.
- ☐ I HAVE PLACED ON FILE WITH THE TOWN OF PARADISE INSPECTION DEPARTMENT A CERTIFICATE OF WORKERS COMPENSATION INSURANCE OR A CERTIFICATE OF CONSENT TO SELF-INSURE.
- ☐ I SHALL NOT EMPLOY ANY PERSON IN ANY MANNER SO AS TO BECOME SUBJECT TO THE W.C. LAWS OF CALIFORNIA.

NOTICE TO APPLICANT: IF, AFTER MAKING THIS STATEMENT, SHOULD YOU BECOME SUBJECT TO W.C. PROVISIONS OF THE LABOR CODE, YOU MUST FORTHWITH COMPLY WITH SUCH PROVISIONS OR THIS PERMIT SHALL BE DEEMED REVOKED.

ITEM	EACH	QTY	TOTAL
FILING	45.00	1	45.00
RESIDENTIAL DW			
CURB & GUTTER			
SIDEWALK			
DRIVEWAY			
UTILITY			
OTHER <u>FEES</u>	5.40	1	5.40
TOTAL			50.40
REFUND			
ADDITIONAL FEES			

DATE 11-23-09 RECEIPT # 2464

APPROVED BY Matt Little

NOTE: THIS PERMIT EXPIRES ONE (1) YEAR FROM THE APPROVAL DATE UNLESS OTHERWISE NOTED. IF YOU REQUIRE AN EXTENSION OF TIME, PLEASE CONTACT THE TOWN ENGINEERS OFFICE.

NOTE: A MINIMUM OF 24-HOURS NOTICE IS REQUIRED TO SCHEDULE AN INSPECTION BY THE TOWN IN CONNECTION WITH THIS ENCROACHMENT PERMIT.

I CERTIFY THAT I HAVE READ THIS APPLICATION AND STATE THAT THE ABOVE INFORMATION IS CORRECT. I AGREE TO COMPLY TO THE GENERAL CONDITIONS (SEE PAGE 2) AND TO ALL TOWN ORDINANCES AND STATE LAWS RELATING TO BUILDING CONSTRUCTION, AND HEREBY AUTHORIZE REPRESENTATIVES OF THE TOWN OF PARADISE TO ENTER UPON THE ABOVE MENTIONED PROPERTY FOR INSPECTIONS PURPOSES. I ALSO AGREE TO WAVE, INDEMNIFY AND KEEP HARMLESS THE TOWN AND ITS AGENTS AGAINST ALL LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES WHICH MAY IN ANY WAY ACCRUE AGAINST SAID AGENCY IN CONSEQUENCE OF THE GRANTING OF THIS PERMIT

SIGNATURE [Signature] DATE 11-18-09 OWNER ☐ CONTRACTOR ☒ AGENT ☐

RECEIPT

PARADISE
PARADISE
5555 SKYWAY
PARADISE

Application: EN09-00107
Application Type: Engineering/Encroachment/NA/NA
Address: 5533 SKYWAY , PARADISE, CA 95969

Receipt No.	2464				
Payment Method	Ref Number	Amount Paid	Payment Date	Cashier ID	Comments
Check	39428	\$50.40	12/09/2009	CSCHNURR	PAID BY PID

Owner Info.: TOWN OF PARADISE
5555 SKYWAY
PARADISE, CA 95969

Work Description: Encroachment Permit PID Install 2,500 feet of 8 inch water main, services and hydrants. Elliott Road from Copland to N. Libby

MAKE REMITTANCE TO: Town of Paradise
Department of Public Works
5555 Skyway
Paradise, CA 95969-4931

TO: Paradise Irrigation District
5325 Black Olive Dr.
Paradise, CA 95969

Date 11-23-09
Fee Acct/Obj No. 01-3400-057
Billing Dept. Public Works

Permit No. En09-00107

PLEASE NOTE YOUR PERMIT NUMBER ON YOUR CHECK. THANK YOU.

Current Amount Due **\$50.40**

Incident/Service: Encroachment permit fee for public utility purposes.

Description: Install approx. 2,500' of new main line, hydrants & services.

Location: Elliott Road from Copeland to N. Libby.

Inspection fees: Will be charged @ \$65.00 per hour +12% TERU fee, calculated upon completion of the project.

Department contact concerning this billing request: Public Works (530) 872-6996.

THANK YOU

TERMS: Net cash. Fees are due and payable 30 days from date of invoice. Legal action (including attachment of credit ratings) may be instituted for collection. A late charge of 1 1/2 % may be imposed each and every month on all past due balances. This late charge is liquidated damages measured by the time the money is wrongfully withheld plus administrative costs related to collection and accounting for a late payment.

AGREEMENT

This Agreement (hereinafter Agreement) entered into this _____ day of _____, 2015, by and between the Paradise Irrigation District (PID) and the Town of Paradise (Town) [hereinafter PID and Town collectively referred to as Parties].

RECITALS

WHEREAS,

1. On November 19, 2009, Town issued PID an Encroachment Permit EN09-00107 for certain work on Elliott Road, Paradise. A copy of the Encroachment Permit is attached as Exhibit A.
2. As a condition of the encroachment permit, PID is required to restore Elliott Road's pavement to Town trench restoration standards shown in Exhibit B.
3. Since project completion in December 2012, roadway conditions have worsened requiring further rehabilitation.
4. In lieu of restoring individual patches along Elliott Road, PID and Town have determined that it is in the public interest for PID to deposit 50% of construction costs, estimated at \$41,000 with the Town, which will be used in conjunction with a more comprehensive Town improvement project on Elliott Road.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SPECIFIC TERMS

1. Upon execution of this Agreement, PID agrees to pay Town 50% of actual construction costs for the purpose of installing a 1.5" overlay along Elliott Road between Copeland Road and N. Libby Road in accordance with Town specifications. Thereafter, PID will have no further obligation to restore Elliott Road pursuant to Encroachment Permit EN09-00107.
2. Town agrees to use the funds to faithfully perform or cause to be performed the street improvements on Elliott Road.
3. Town will contract for all supplies and services necessary to undertake such street improvement work on Elliott Road, and will pay all the costs associated with it.

II. STANDARD TERMS

- A. **GOVERNING LAW:** This Agreement, as a binding contract between the Parties, will be governed by, and construed under, the laws of the State of California.
- B. **AMENDMENTS:** This Agreement may be amended at any time through mutual written consent of the Parties.
- C. **ACCOUNTING:** PID will account for the money disbursed by PRA pursuant to this Agreement separately from all other PID funds. PID will maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices. PID will keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. PID will require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.
- D. **DISPUTES:** Each Party agrees to provide a minimum of thirty (30) days written notice to the other Party prior to bringing any administrative or legal action related to the subject matter of this Agreement. Within the 30 day notice period, PID and PRA will meet and confer at least once regarding the dispute. Both Parties will negotiate in good faith to resolve any such dispute.
- E. **HOLD HARMLESS:** Town hereby agrees to indemnify PID , and its officers, agents, and employees against, and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, arising out of the subject matter of this Agreement. Before commencing construction of the Bille Road pavement work, Town shall require the Contractor for the project to provide insurance in accordance with Attachment 2.
- F. **OFFICERS AND AGENTS:** Town's agents, employees and contractors, in carrying out this Agreement, will act in an independent capacity and not as officers, employees, or agents of PID. PID assumes no liability for Town's collective or individual actions in carrying out of any activity related to this Agreement. Town will be solely responsible for any and all liability, including but not limited to personal injury or property damage that may arise from Town's collective or individual actions in carrying out any and all activities related to this Agreement, excepting for such injury, damage, or loss caused by the negligence or willful misconduct of PID or its officers, agents, or employees.
- G. **NO THIRD PARTY RIGHTS:** The Parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established herein.
- H. **ENTIRE AGREEMENT:** This Agreement, constitutes the complete and exclusive agreement of the Parties with respect to the subject matter hereof, and supersedes all

discussions, negotiations, representations, warranties, commitments, offers, contracts, and writings prior to the effective date of this Agreement, with respect to its subject matter.

- I. **NON-SEVERABLE TERMS:** The terms of this Agreement are not severable one from another. This Agreement is made on the understanding that each term is in consideration and support of every other term, and each term is a necessary part of the Agreement. If a court of competent jurisdiction rules that any provision of this Agreement is invalid, this Agreement is deemed modified to conform to such ruling. The Parties shall meet and confer to formalize the modification language.
- J. **COSTS:** Except as expressly provided in this Agreement, all Parties will bear their own costs of participating in this process and discharging their duties and responsibilities hereunder.
- K. **EFFECT OF WAIVER:** The failure of any Party to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right or duty of, or imposed upon, any Party hereto.
- L. **NOTICE AND DELIVERABLES:** Except as otherwise provided in this Section L, any Notification or Deliverables required by this Agreement will be written. Notices and deliverables will be sent by either first class U.S. mail, overnight delivery, facsimile, electronic mail, or personal delivery. A Notification will be effective upon receipt, but if provided by U.S. mail, seven (7) days after the date on which it is mailed. The Parties may address any Notification to the officer, agent, employee or successor thereof who signed this Agreement on behalf of PID and PRA, as indicated below.
- M. **TERM OF AGREEMENT:** The term of this Agreement shall be from the date of execution through _____, 2015. PID shall extend the term of this Agreement upon a reasonable showing of necessity by Town.

IN WITNESS THEREOF, the Paradise Irrigation District and the Town of Paradise, intending to be legally bound, have caused this Agreement to be executed through their duly authorized representatives.

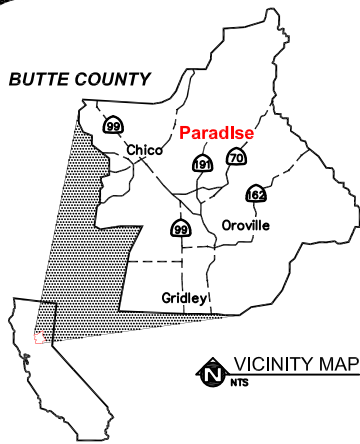
PARADISE IRRIGATION DISTRICT

By: _____ Date:
George Barber, General Manager

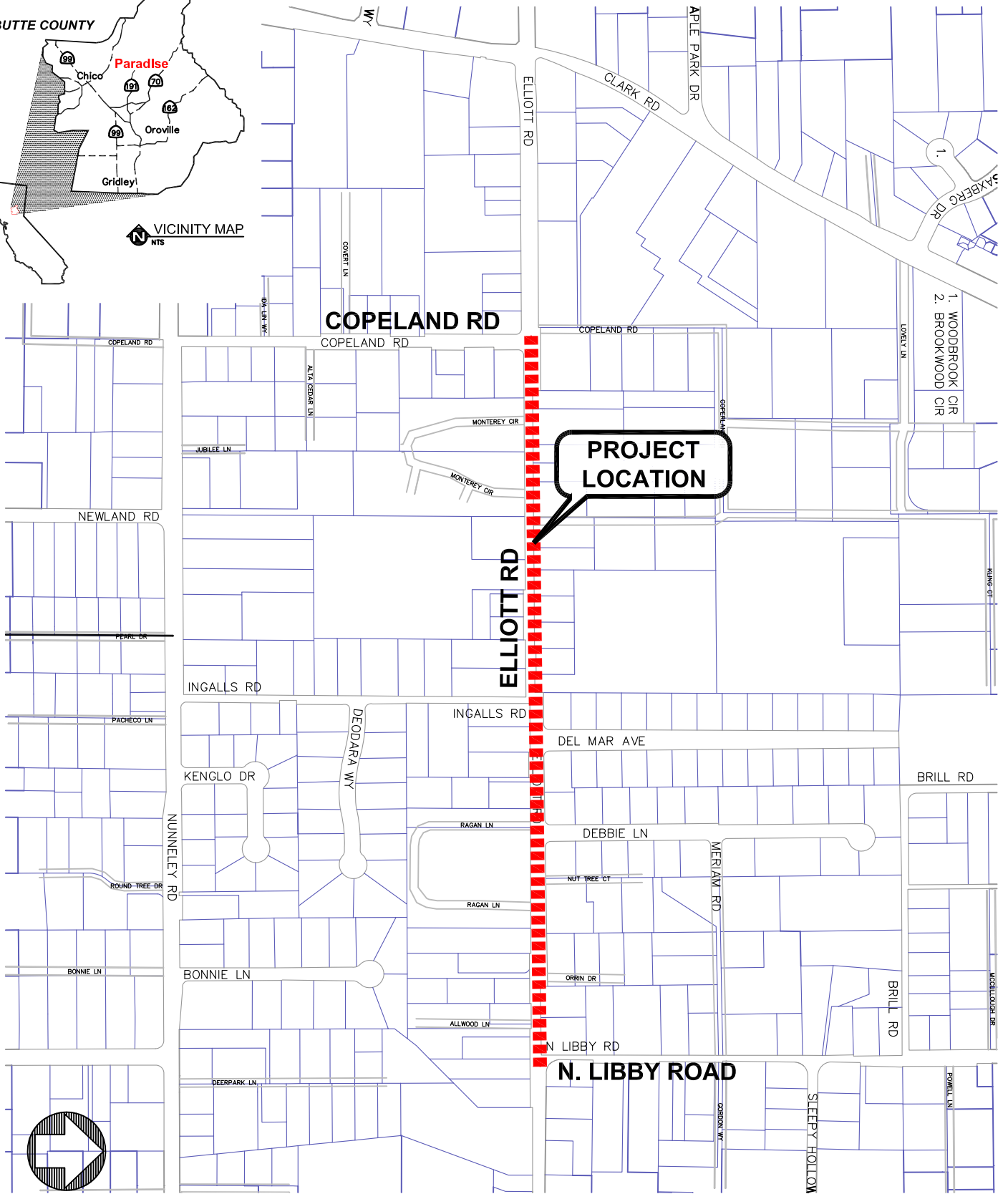
TOWN OF PARADISE

By: _____ Date:
Lauren Gill, Town Manager

BUTTE COUNTY



VICINITY MAP
NTS



SCALE: 1" = 500'



TOWN OF PARADISE PUBLIC WORKS DEPARTMENT

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

Elliott Road Overlay Project

Project Location Map

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**TOWN OF PARADISE
RESOLUTION NO. _____**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE APPROVING THE PLANS, SPECIFICATIONS AND
ESTIMATES FOR ELLIOTT ROAD OVERLAY PROJECT AND
AUTHORIZING ADVERTISEMENT FOR BIDS ON THE PROJECT.**

WHEREAS, Elliott Road, a Town-maintained collector, historically has been difficult to maintain due to increased volumes since the roadway was originally designed and constructed. On December 9, 2009 the Town of Paradise issued Encroachment Permit EN09-00107, included as Exhibit A, to Paradise Irrigation District (PID) for their water main replacement project. Conditions of the Permit require the Applicant to restore trenches to Town approved standards; and,

WHEREAS, PID completed all work on the subject project in late 2012. Since this time, the quality of the roadway has degraded to a level worse than pre-construction conditions; and

WHEREAS, Sections of road not impacted by construction activities are due for minor roadway maintenance; and

WHEREAS, Staff has estimated a full-width 1.5" road overlay for the Elliott Road between Copeland Road and N. Libby Road would be \$82,000. To account for the construction efforts made by Paradise Irrigation District and standard roadway maintenance needs, the Town proposes the potential overlay project be split 50/50 for each agency, based upon actual costs.

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

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

Section 2. The Public Works Department is authorized to advertise the Elliott Road Overlay Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 15th day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Greg Bolin, Mayor

ATTEST:

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: May 12, 2015

Agenda No. 7(b)

ORIGINATED BY: Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Active Transportation Program Applications

COUNCIL ACTION REQUESTED:

1. Adopt a resolution of support for the submission of five grant applications towards the Active Transportation Program Cycle 2 "Call for Projects".

Background:

On March 26, 2015, California Department of Transportation issued a Call for Projects for the Active Transportation Program (ATP) grant opportunity. 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. The ATP is administered by Caltrans Division of Local Assistance.

The purpose of ATP is to encourage increased use of active modes of transportation by achieving the following goals:

- Increase the proportion of trips accomplished by biking and walking,
- Increase safety and mobility for non-motorized users,
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health,
- Ensure that disadvantaged communities fully share in the benefits of the program, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

Analysis:

Staff is proposing to submit five applications for the second ATP cycle, due June 1. The five applications are listed below with brief descriptions:

1. Ponderosa Elementary SR2S Project – Pentz Road between Bille Road and Wagstaff Road
 - a. The Ponderosa Elementary SR2S Project will convert Pentz Road from a 2-lane, 20' wide roadway with undeveloped shoulders to a complete street solution supporting walking, bicycling and rolling to and from school and nearby destinations. The proposed cross section includes one lane per direction, one bicycle lane per direction with sidewalks, curbs and gutters on both sides of Pentz Road.
2. Downtown Paradise Equal Mobility Project – Skyway between Pearson Road and Elliott Road
 - a. The proposed project aims to improve equality in mobility for the downtown core of Paradise. Improvements include the removal of barriers, gravel sidewalks,

asphalt sidewalks, and non-standard driveways along Skyway between Pearson Road and Elliott Road and construction of new, ADA-compliant infrastructure between the recently constructed ADA ramps.

3. Memorial Trailway Class 1 Enhancements – Memorial Trailway between Pentz Road Princeton Way
 - a. This project would provide minor widening to the trailway, add enhanced crosswalks with rectangular rapid flashing beacons and ADA compliant ramps at major intersections and install dark-sky compliant, pedestrian scale LED lighting fixtures.
4. Almond St. Multi-Modal Improvements Project
 - a. The gateway project aims to build off of the formal Downtown Paradise Master Plan prepared for the former Paradise Redevelopment Agency. The project will complete the construction of sidewalk, curbs and gutters, and bicycle lanes portion of the project.
5. Paradise Active Transportation Plan
 - a. This project includes the preparation of a formal Active Transportation Plan which identifies and prioritizes future ATP needs. This plan will put the Town in great position to secure additional funds for future ATP cycles.

These five potential applications listed above were identified using an evaluation of available local guidance documents such as the General Plan and Pedestrian & Bicycle Master Plan in comparison to most critical and obvious community needs.

Applications for the first cycle of ATP funding are due no later than June 1, 2015.

Financial Impact:

ATP projects may be 100% funded. However, additional scoring points are awarded during application evaluation depending on the percentage of local funds leveraged. Staff recommends a 2.5% match for each potential project to earn 2 points of five possible on this question. Project estimates, including funds for preliminary engineering, environmental, right-of-way, construction and construction engineering will be presented at the Council meeting.

Alternatives:

Do not adopt the resolution and provide alternate direction to staff.

**TOWN OF PARADISE
RESOLUTION NO. _____**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE SUPPORTING THE SUBMISSION OF FIVE GRANT
APPLICATIONS FOR THE ACTIVE TRANSPORTATION PROGRAM
CYCLE 2 CALL FOR PROJECTS.**

WHEREAS, the Town of Paradise supports policies and programs that focus on safe infrastructure in addition to the health and wellness of the community; and,

WHEREAS, the health and safety of children is of highest concern to the citizens of the Town of Paradise; and,

WHEREAS, driving students to school in private vehicles contributes to traffic congestion, safety concerns, and air pollution; and

WHEREAS, being able to walk or bicycle to school along safe routes offers an opportunity to build healthful physical activity into daily routines, so that children can arrive at school ready to learn; and

WHEREAS, having safer routes to and from schools can decrease pedestrian and bicycling related injuries, not just for students, but for the entire community; and

WHEREAS, the California Active Transportation Program aims to:

- Increase the proportion of trips accomplished by biking and walking,
- Increase safety and mobility for non-motorized users,
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health,
- Ensure that disadvantaged communities fully share in the benefits of the program, and
- Provide a broad spectrum of projects to benefit many types of active transportation users; and,

WHEREAS, the Ponderosa Elementary SR2S Project, Downtown Paradise Equal Mobility Project, Memorial Trailway Class 1 Enhancements Project, Almond Street Multi-Modal Improvements Project, and Paradise Active Transportation Plan each could potentially achieve successful program goals by installing critical infrastructure allowing residents of all ages to enjoy the benefits of safe active transportation throughout the Town of Paradise.

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

Section 1. The submission of five Active Transportation Program grant applications is supported.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this
12th day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Greg Bolin, Mayor

ATTEST:

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: May 12, 2015

Agenda No. 7(c)

ORIGINATED BY: Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Pearson Rd Shoulder Widening Final PS&E Consultant Services

COUNCIL ACTION REQUESTED:

1. Concur with staff's recommendation of NorthStar Engineering to prepare final plans, specifications and estimates for the Pearson Rd Shoulder Widening Project, and
2. Approve the attached Professional Services Agreement with NorthStar Engineering and authorize the Town Manager and Town Mayor to execute, and
3. Authorize the Town Manager to execute additional work orders up to 10% of the contract amount.

Background:

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.

The Town identified the Pearson Rd Shoulder Widening Project through a jurisdiction-wide collision analysis using the SafeTREC Transportation Injury Mapping System. From the analysis it was determined that 24 collisions took place on this section of Pearson Road in a period of five years. The amount of collisions that occurred in the five year span demonstrated the project to be one of the top safety priorities of the Town of Paradise.

The proposed project includes two countermeasures. The first countermeasure to reducing the accidents on Pearson Road is to widen the shoulders on the road, where feasible. Vehicle collisions can be prevented by providing space for a vehicle to pull over in case of an emergency and placing them out of the travel lane. Vehicles will also have the capability of pulling over for emergency vehicles to pass and preventing congestions. A wider shoulder will provide space to avoid potential crashes or reduce their severity.

The second countermeasure is to install bicycle lanes on both sides of the road. With the new improvements bicyclist's safety will increase by creating a separate space for bicyclists to travel and pull over in case of an emergency. Motorists will no longer have to travel onto the oncoming lane in order to pass bicyclists. More information regarding specific countermeasures and requirements can be found by reviewing the Caltrans Local Road Safety Manual.

By July 26, 2013, the Town of Paradise submitted the Pearson Rd Shoulder Widening Project application. The complete grant application is included as Attachment 1. The overall scope is further defined in the application and attachments.

On November 14, 2013, Caltrans approved the Pearson Rd Shoulder Widening Project for Federal funding. This project was selected based upon the calculated high Benefit-Cost Ratio

using actual collision data between 2006 and 2011 and implementation of safety countermeasures.

On April 1, 2014, the Federal Highway Administration approved the Town of Paradise to begin reimbursable Preliminary Engineering for the Pearson Rd Shoulder Widening Project. This Authorization / Agreement Summary (E-76) is included as Attachment B.

On May 13, 2014, the Town Council for the Town of Paradise approved the Program Supplement Agreement No. 014-N to Administering Agency-State Agreement No. 03-5425R for Federal-Aid Project HSIPL-5425 (027) to assure receipt of preliminary engineering funds.

On April 15, 2015, Staff issued a formal Request for Proposals (RFP) utilizing small purchase/consultant selection procedures in accordance with 23 CFR §172.5(a)(2) modified by FHWA Memorandum dated June 26, 1996, and 49 CFR 18.36(d) and further described in the Local Assistance Procedures Manual Chapter 10.9. The RFP stated the scope of work for the preparation of final plans, specifications and estimates.

Analysis:

By May 4, 2015 at 9:00 AM, Town staff had received three responses to the RFP. The proposers and their sub-consultants are listed below:

1. NorthStar Engineering (NorthStar) of Chico, CA
2. Firma Design Group (Firma) of Petaluma, CA
3. Hillesland Consulting (Hillesland) of Granite Bay, CA

Staff has reviewed each of the three proposals and is recommending NorthStar Engineering of Chico, CA to perform the scope of services outlined in the RFP. NorthStar prepared a superior proposal with detailed understanding of the proposed project, potential obstacles, and an itemized schedule of the work. Furthermore, staff has reviewed the cost estimate of each proposal and found NorthStar to be the most cost-effective solution.

A project task list is shown below:

1. Project Initiation
2. Roadway Structural Sampling and Testing
3. Preliminary Design
4. Roadway Rehabilitation Alternatives Analysis
5. Preliminary PS&E Contract Documents
6. Final Design PS&E Contract Documents
7. Project Management

If awarded, NorthStar has provided a project schedule which shows completion of all critical path tasks in January 2016. This schedule will allow the Town of Paradise to request authorization to proceed to construction through Caltrans in early 2016, with construction scheduled for summer. The Town's most critical deadline for this grant funding is requesting authorization to proceed by September 30, 2016. This deadline represents the expiration of an early programming incentive issued by Caltrans in March 2015. This incentive will reduce the Town's local match requirement from 10% to 0% for construction efforts.

Financial Impact:

The professional services agreement and respective services will be funded by the Federal Highway Safety Improvement Program (HSIP) and a 10% local match. The budgeted grant

amount for the Preliminary Engineering phase of the project is \$96,000 (\$86,400 Federal) as shown in Attachment B. The estimated total contract cost is 67,962.72. Services will be paid on a not-to-exceed basis, using a task by task process. Matching funds in the amount of \$6,796 are included in the Town's approved 2014-2017 Capital Improvement Program budget utilizing gas tax funds.

The estimated construction cost for shoulder widening portion of the project is \$448,000. If authorized by Caltrans and FHWA prior to September 30, 2016, this portion will be 100% funded by HSIP. In the scope of services, NorthStar will be providing an analysis of pavement rehabilitation alternatives. This analysis will outline options and costs for different levels of roadway improvements. It is expected that additional local funds will be required to extend the roadway life by 10-15 years.

Alternatives:

Modify recommendation, delay action or reject proposals received.

Attachments:

1. Attachment A – Professional Services Contract Agreement
2. Attachment B – Authorization / Agreement Summary (E-76)

AGREEMENT FOR PROFESSIONAL SERVICES

Contract 14-04.PE Pearson Rd Shoulder Widening 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, Associate Civil Engineer

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 May 4, 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 May 4, 2015, attached as Exhibit A, and as further described in the list below:

ARTICLE III CONSULTANT's REPORTS OR MEETINGS

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

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on May 13, 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 June 30, 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. Based on Exhibit B, the method of payment for this contract will be 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 shall 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 paid, as promptly as fiscal procedures will permit, upon approval 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 \$67,962.72.
- 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 directly related to the percentage of the tasks completed 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 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

CONSULTANT agrees to give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, CONSULTANT must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting LOCAL AGENCY's consent for the proposed termination, the prime CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

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 of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The 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,

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, Associate Civil Engineer
111 Mission Ranch Blvd., Ste 100
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 _____
Greg Bolin,
Mayor

By _____
Lauren Gill,
Town Manager

CONSULTANT NAME

By _____
Name
Title

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

3.3 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 this proposal, a recent site visit, our experience and familiarity of this roadway combined with the design team's collective experience with similar federally-funded safety and roadway rehabilitation projects. We appreciate the opportunity to discuss the scope of this project and the respective level of effort during the selection and/or negotiation process.

The following tasks are presented sequentially to follow the detailed schedule provided with this proposal. More detailed discussions on the proposed prerequisite order of work is presented in the Schedule of Work section.

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 NorthStar to initiate successful project development. Our experience has shown this initial project start-up understanding develops a sound foundation and efficient project development. This constrained timeline and limited budget highlights the necessity for diligence during this initial project phase to reduce potential for design changes and subsequent delays.

Subtask 1-1. Kick-off Meeting

As a first order of work post execution of the agreement, on behalf of the design team, NorthStar will meet with applicable Town staff to confirm project goals, objectives and address any outstanding questions or concerns from the design team. To facilitate this meeting, a base map with a conceptual horizontal layout will be developed. This conceptual layout will primarily include placing the HSIP application typical roadways cross-section on the existing crown of Pearson Road and identification of identified roadside drainage correction areas. Topics of this meeting will be comprehensive and will focus on efficient design development, and are expected to address such items such as, schedule, roles and responsibilities, design approach, design criteria, recovery zone, and utility relocations. Additionally, project management protocols will be addressed to avoid potential communication errors during this development of this project.

Subtask 1-2. Data Collection and Review

In conjunction with the kick-off meeting, a site visit will also be conducted to identify potential design related conflicts, potential areas of concern, and identify potential areas requiring supplemental or corrective topographic surveying. NorthStar has preliminarily reviewed the topographic survey and data provided in the project RFP for software compatibility; additional quality control is needed to field verify site topography. While we do not foresee significant omissions, the opportunity to qualitatively validate the accuracy of the foundation for our design is of utmost importance.

Additionally, NorthStar will review available utility maps, traffic count data and roadway inspection and maintenance history as part of this task. The goal of this subtask is to obtain the necessary information to substantiate a successful design as quickly as possible.

DELIVERABLES:

- Meeting Agenda prior to meeting and meeting minutes following the meeting.
- Hard copy mark-up of potential conflicts and/or supplemental topographic survey needs.
- Photographs and other supporting information will be used in subsequent design development.
- Conceptual Design/ Utility Location Exhibit to support Utility “Letter A”.

ASSUMPTIONS:

- The Town will provide (or note where available) historic and current traffic counts for this roadway, including truck use information.
- The Town will request from utilities any applicable utility location maps, and provide to NorthStar.
- The provided topographic survey is complete and accurately represent the existing condition. Additional or supplemental topographic information is not part of this scope.
- Town will provide documentation of control from topographic survey, including establishment of elevations.
- Evaluation of right-of-way boundary is not a part of this scope.
- Town will coordinate utility relocation related work.
- Town will provide project PES and other documents related to preparation of the NEPA documents.

Task 2. Roadway Structural Sampling and Testing

The design team, primarily staff from CGE Technical Services, Inc. (CGI) will coordinate the field sampling and testing of the existing roadway. We understand that potential rehabilitation will extend on Pearson Road from Clark Road to the Stearns/ Hilltop intersection, and sampling will be limited to these extents. This task involves the following items:

- Perform coring and drilling operations at various locations along the length of the project, log the thickness of the different layers of the existing pavement structure including base material. Traffic control will be provided during coring and drilling operations.
- Obtain samples of base and sub-base material as required for laboratory testing.
- Perform laboratory testing on the base and sub-base material recovered on-site to perform classification analysis and evaluate the strength characteristics of the material.
- Provide a summary report with details of the existing pavement structural section along with the laboratory test results.

DELIVERABLES:

- Digital and hardcopy copies of summary report with supporting test results.
- CGI will maintain material samples for a specified amount of time for use in the mix design. CGI will deliver the subject materials to the Town at the Town request.

ASSUMPTIONS:

- CGI will provide traffic control during the field sampling.
- Encroachment permit will be at no-cost, and the Town will assist the Design team with preparation and administration of the permit.

Task 3. Preliminary Design

This preliminary design task serves to advance the design to a level where conflicts and design challenges are identified and solutions can be developed prior to fully developing the design. Utilizing this phase of development prevents unnecessary expenditure of resources on a design trajectory only to be modified.

Subtask 3-1. Basis of Design

Utilizing the previously obtained data and working knowledge, NorthStar will develop a brief Basis of Design document to establish the design criteria for this project. This document is expected to be brief yet address the pertinent criteria 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 federal transportation dollars.

Subtask 3-2. Preliminary Design 35%

Utilizing information from the Basis of Design, NorthStar will advance the conceptual design to include vertical elements. Deep roadside swales exist in portions along the roadway, and this level of design will serve to investigate how expanding the roadway width and subsequent grading conformance may affect these swales.

This design will be in advance of determination of the rehabilitation treatment. Regardless of the selected rehabilitation treatment, and analysis of roadside grading conformance will need to occur, and an early understanding of potential conflicts will allow for efficient development of subsequent more comprehensive design efforts. This level of design will address the multiple maintenance items which include various treatments to driveway culverts and driveway conforms. Again, the primary objective of this design phase is to determine potential design challenges and value engineering opportunities. Once design challenges and value engineering opportunities are identified, NorthStar will present and discuss these with Town staff to determine the appropriate solutions.

After completion of this preliminary design, a large scale exhibit can be developed to support utility relocation efforts that are understood to be conducted by the Town. The exhibit is anticipated to illustrate the extents of work and utility conflicts.

DELIVERABLES:

- Draft and Final versions of the Basis of Design (Hardcopy and Digital copies)
- Meeting to discuss identified design challenges.
- Project extents and existing utility location exhibit, digital copy.

ASSUMPTIONS:

- The existing roadway centerline alignment and HSIP project application typical roadway section meet roadway design standards.
- The existing roadway cross-sectional slopes and super-elevated curves meet current roadway design standards.
- Utility exhibit will serve to identify existing utility locations, design of utility relocations will not be a part.
- 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 4. Roadway Rehabilitation Alternatives Analysis

This task utilizes the expertise of the California Pavement Preservation Center (CP2C) at the California State University, Chico in the development of alternative rehabilitation treatments for this portion of Pearson Road. CP2C staff will review and consider the results from the geotechnical investigation on the existing roadway structural section; the existing pavement condition distresses including cracking and rutting profile; historical maintenance activities; desired design-life of the roadway; and traffic loading (historic, current, and projected) to develop a suite of appropriate rehabilitation options. Our cursory analysis of the roadway suggests that there are several potential treatments that are feasible for this roadway. However, understanding structural strength of the existing surface layer, base and subgrade material(s) are critical in an informed recommendation.

Based on the initial level of design, NorthStar will provide CP2C with the surface dimension of treatment and together we will develop unit costs for implementation. Rehabilitation alternatives will be presented in terms of construction methods and related constructability implications along with the initial cost, expected design life, and equivalent annual life-cycle cost to adequately inform the best decision by the Town. The design team will also provide recommendations based on our understanding of the needs of the Town.

Another critical consideration in the evaluation of treatments is traffic control and maintaining driveway/ cross-street access during construction. The design team has direct experience working on this roadway and understands the limited ability to detour traffic and magnitude of traffic on the roadway, and frequency of driveways that are critical components in the constructability of the selected treatments.

The rehabilitation alternative selection will be prepared and summarized in an evaluation letter-report document format by CP2C and submitted to the Town. The rehabilitation alternative selection process will majorly include three components: (1) assessing existing pavement conditions and other affecting factors, (2) selecting feasible pavement rehabilitation alternatives, and (3) analyzing and comparing feasible alternatives by using life cycle cost and others. Shortly after the letter-report delivery, we anticipate a person-to-person meeting with Town staff where CP2C and NorthStar can informally present and discuss the alternatives and recommendation(s) by the design team. Our objective with this meeting is to thoroughly inform the Town staff so the most appropriate decision can be made.

Subtask 4-1. Mix Design

The design team recognizes that the RFP notes that this effort will develop technical specifications. As a matter of clarity, it is our experience that rehabilitation related specifications typically have the contractor determine the mix design in accordance with the special (technical) provisions of the contract. While preparation of a special provision for the selected rehabilitation treatment is a part of this scope (which provides specifications that the contractor will follow in their mix design and applicable construction methods), preparation of a treatment mix design is not a part of this scope. The design team is fully capable and willing to develop a mix design for any treatment associated with this project as an additional work item to this scope.

DELIVERABLES:

- Hardcopy of Rehabilitation Alternatives Letter Report, with applicable calculations and supporting data attached.
- One informal alternatives presentation and discussion meeting with NorthStar and CP2C.

ASSUMPTIONS:

- Mix Design will be performed by Contractor in accordance with the Special Provisions developed with this scope.
- The Town will provide historic pavement ratings and analysis for this roadway
- The Town will provide previous treatments log for the roadway, if available.
- The Town will confirm desired Traffic Index/ design life criteria.
- The Town will make final decision on which treatment to use after alternative selection meeting with NorthStar and CP2C.

Task 5. Preliminary (60%) Level of PS&E Contract Documents

This design task will progress the previous design levels by incorporation of the selected roadway pavement rehabilitation alternative, and furthering the level of design and detailed labeling to a level to support project construction. 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 related specifications.

Development of the project plans and Specifications will follow industry standards, applicable Town standards, and Caltrans methodology. 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 process and included as appropriate. As part of the specifications package, the design team will coordinate to develop a non-standard special provision (NSSP) for the selected rehabilitation alternative. The NSSP will include construction methods and mix design protocols typical with Caltrans NSSPs.

In coordination with local contractors and the design team, cost estimates will be developed base on our working knowledge of regional construction costs, Caltrans cost-data, and our experience in administering construction contracts. 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), Amended (as applicable) and Non-Standard Special (for rehabilitation) Provisions.
- 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 (2)
 - Erosion and Sediment Control Plan (6)
 - Plan (8, 40-scale);
 - Signage and striping (6);
- Coordination and review of local agency specific Division 1 General Provisions are encouraged and provided with this scope.

ASSUMPTIONS:

- Design will not encroach outside of the existing roadway prism (which includes the existing flowline of roadside swales.
- No geotechnical design for slope stability, retaining walls are provided with this scope.
- Super-elevation diagrams will not be provided with this scope; the existing geometry and cross-sectional profile will be replicated.
- Detail of plans and specifications will not support regrading of the entire roadway; only lateral extension of shoulders and related slope grading to existing flowline(s).
- Design will not include grading outside of the existing roadway prism and roadside swales.
- Existing right-of-way is assumed to be adequate to support roadway widening and related construction staking.
- A combination of Caltrans standard details, Butte County details or Town details are adequate to supplement the project plans; no custom details are provided.
- Coordination and communication with Town citizens and adjacent properties will be performed by the Town.

- Quantity sheets will not be needed.
- 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.

Task 6. Final Design and Contract Documents

Subtask 6-1. 90% Level of Contract Documents

Based on the Town plan check 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 Authorization 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, DBE Commitment and Good Faith Effort forms, Certifications, list of Subcontractors, questionnaire Public Contract 10232 statement, non-collusion affidavit, public contract code sections 10285.1 statement, Bidder's signature pages, bidders bond contract and applicable Standard Plans.

Subtask 6-2. Final (100%) Contract Documents

Subsequent to receiving comments from the 90% level of design contract documents, 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 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) and Non-Standard Special (for rehabilitation) 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 (2)
 - Erosion and Sediment Control Plan (6)
 - Plan (15, 40-scale);
 - Signage and striping (6).
- Final (100%) Contract Documents including:
 - One original wet stamped hard copy (letter sized), 3 hard copies (letter sized), and digital (pdf and MS based) copies of project Bid Book and Engineer's Estimate;
 - One original wet stamped hard copy (24x36) mylar set and digital copy (pdf and Civil 3D project files) of project plans.

ASSUMPTIONS:

- The Town will develop the contract specific DBE goal, and supply to NorthStar.
- 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.

Task 7. Project Management

NorthStar Engineering will perform the various services and activities associated with management of the construction contract. Diligent contract management for federally funded contracts is a critical component in successfully managing these federal funds and ultimately maintaining the Town's positive standing with federal 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, Avera billing software setup, certified payroll invoicing, etc.

MEETINGS, AGENDAS AND MINUTES:

To effectively manage the project NorthStar Engineering expects to have monthly 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. And 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 ensuring a quality product delivered to the client on-time and within budget is the development of a communication protocol, establishing a thorough project description and identifying the appropriate project manager. Depending upon specific project variables such as, but not limited to, client needs, project complexity, public involvement, requirement for a multidisciplinary approach, and document review protocols, each document will undergo a series of internal reviews for accuracy and quality prior to submission to our client.

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 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 communications while in the field or out of town on business.

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

8 COST ESTIMATE

As requested in the Request for Proposals, the estimated Lump Sum Fee for this work discussed in this proposal, on a per-task basis is provided below:

Task #	Task Name	Cost
1	Project Initiaton	\$ 3,525.21
2	Roadway Structural Sampling and Testing	\$ 9,289.48
3	Roadway Rehabilitation Alternatives Analysis	\$ 7,613.06
4	Preliminary Design	\$ 8,087.45
5	60% Design	\$ 21,104.07
6	Final Design	\$ 12,463.77
7	Project Management	\$ 5,307.69
Inclusive Labor Subtotal =		\$ 67,390.72
Non-Labor Expenses =		\$ 572.00
Estimated Total =		\$ 67,962.72

NorthStar understands that the Town expects to exercise the Small Purchases Procedure to evaluate proposals and subsequently award of this work based on cost. While NorthStar genuinely appreciates efficient and effective use of public funds, the work involved in this proposal is not trivial and merit should be evaluated in addition to cost to fully understand the overall value of cost estimate.

NorthStar has prepared this budget based on our understanding of the Town's expectations and project needs. We graciously request that if there are any questions or concerns regarding the level of effort estimated for this project that the Town contact NorthStar to discuss.

Detailed cost estimates in accordance with LAPM Exhibit 10-H as requested by the RFP are provided in the following pages for each firm member of the design team.

CONSULTANT COST PROPOSAL (LAPM 10-H)

for

Professional Engineering Services,
Town of Paradise Pearson Road Shoulder Widening Project

NorthStar Engineering Services, Inc.

CONTRACT No. 14-04.PE

Monday, May 04, 2015

Federal Project No.: HSIPL 5425(027)

DIRECT LABOR

Classification	Hours	Average Hourly Rate	Total
Principal Engineer	2	\$55.00	\$110.00
Senior Engineer	18	\$47.00	\$846.00
Associate Engineer	227	\$39.26	\$8,912.02
Assistant Engineer	225	\$33.56	\$7,551.00
Junior Engineer	18	\$27.18	\$489.24
Senior Designer	20	\$21.18	\$423.60

LABOR COSTS

a) Subtotal Direct Labor Costs = \$18,331.86

b) Anticipated Salary Increases = \$0.00

c) TOTAL Direct Labor (a+b) = \$18,331.86

INDIRECT COSTS

Item	Rate		Total
Fringe Benefit	69.76% d)	e)=(c)x(d)	\$12,788.31
Overhead	31.50% f)	g)=(c)x(f)	\$5,774.54
General & Administrative (Included in OH)	64.83% h)	i)=(c)x(h)	\$11,884.54
(j) TOTAL - Indirect Costs (e+g+i) =			\$30,447.39

FIXED FEE (Profit)

q) Rate = 10.00%

k) TOTAL Profit [(c)+(e)+(j)]x(q) = \$4,877.92

OTHER DIRECT COSTS

Unit Description	Unit	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual)	90	\$0.55	\$ 49.50
m) Equipment Rental and Supplies (itemize)	0	\$0.00	\$ -
n) Reproductions/ Copies (b/w)	150	\$0.15	\$ 22.50
n) Reproductions/ Copies (color)	40	\$1.00	\$ 40.00
n) Reproductions-Large Format (b/w)	90	\$2.00	\$ 180.00
n) Mylar Copies	40	\$7.00	\$ 280.00
n) Permit Fees (itemize), Plan Sheets (each), Test Holes	0	\$0.00	\$ -
o) Subconsultant Costs	1	\$ 5,133.55	\$ 5,133.55
o) Subconsultant Costs	1	\$ 8,600.00	\$ 8,600.00

(p) TOTAL OTHER DIRECT COSTS (l)+(m)+(n)+(o) = \$14,305.55

TOTAL COST [(c)+(j)+(k)+(p)] = \$67,962.72

COST ESTIMATE

TOP - PEARSON ROAD REHAB

		Site Visits	Duration	Quantity	Unit	Unit Price	Extension
1	CORING & SAMPLING OF EXISTING PAVEMENT						
1A	2 Technicians to cut cores from existing roadway (10 locations - approx)			1	ea.	\$2,600.00	\$2,600.00
1B	Coring & Drilling equipment, consumables			1	day	\$950.00	\$950.00
1C	Traffic Control			1	day	\$2,350.00	\$2,350.00
1D	Project Management	1	2	2	ea.	\$100.00	\$200.00
1E	Mobe/Demobe			1	ea.	\$450.00	\$450.00
2	LABORATORY TESTING & REPORTING						
2A	R-Value on Subgrade Samples			5	ea.	\$218.00	\$1,090.00
2B	Sieve Analysis			2	ea.	\$130.00	\$260.00
2C	Soil Classifications			2	ea.	\$150.00	\$300.00
2B	Data Review and Report Preparation	1	4	4	ea.	\$100.00	\$400.00
Total Estimated Fees							\$8,600.00

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1)

Page 1 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant California Pavement Preservation Center Contract No. _____ Date _____**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)	DingXin Cheng	23	\$ 70	\$ 1610
(Sr Civil Engineer)	R. Gary Hicks	2	\$ 85	\$ 170
(Sr Civil Engineer)	Lerose Lane	4	\$ 58	\$ 232
(Jr. Highway Engr)	Student Assistant	63	\$ 15	\$ 945
			\$	\$

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 2957
b) Anticipated Salary Increases (see page 2 for sample) \$ 0

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 2957**FRINGE BENEFITS**

- d) Fringe Benefits (Rate: 30 %) e) **TOTAL FRINGE BENEFITS** [(c) x (d)] \$ 887

INDIRECT COSTS

- f) Overhead (Rate: 10 %) g) Overhead [(c) x (f)] \$ 295.7
h) General and Administrative (Rate: 33.6 %) i) Gen & Admin [(c) x (h)] \$ 993.55

j) **TOTAL INDIRECT COSTS** [(g) + (i)] \$ 1289.25**FIXED FEE (Profit)**

- n) (Rate: 0 %) k) **TOTAL PROFIT** [(c) + (e) + (j)] x (q) \$ 0

OTHER DIRECT COSTS (ODC)

- l) Travel/Mileage Costs (supported by consultant actual costs) \$ _____
m) Equipment Rental and Supplies (itemize) \$ _____
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. \$ _____
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) \$ _____

p) **TOTAL OTHER DIRECT COSTS** [(l) + (m) + (n) + (o)] \$ 0**TOTAL COST** [(c) + (e) + (j) + (k) + (p)] \$ 5133.35**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.

EXHIBIT "C"
Required Certifications and Forms

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section

1. Local Agency Name: _____ Town of Paradise _____
2. Project Location: _____ Pearson Road; East of Clark Road Intersection and West of Pentz Road Intersection _____
3. Project Description: _____ Preliminary Engineering; Final PS&E, Shoulder Widening and Drainage Repairs _____
4. Consultant Name: _____ NorthStar Engineering Services Inc. _____
5. Contract DBE Goal %: _____ 0% _____

DBE Commitment Information

6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
n/a			

Local Agency to Complete this Section

16. Local Agency Contract Number: _____ 14-04 PE _____
17. Federal-aid Project Number: _____ HSIPL 5425 (027) _____
18. Proposed Contract Execution Date: _____ May 15, 2015 _____

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

19. Local Agency Representative Name (Print) _____
20. Local Agency Representative Signature _____ 21. Date _____
22. Local Agency Representative Title _____ 23. (Area Code) Tel. No. _____

10. Total % Claimed _____ 0 % _____

11. Preparer's Signature _____

12. Preparer's Name (Print) _____

13. Preparer's Title _____

14. Date _____

15. (Area Code) Tel. No. _____

Distribution: (1) Original – Consultant submits to local agency with proposal
(2) Copy – Local Agency files

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR:

PREFIX: HSIPL

PROJECT NO: 5425(027)

SEQ NO: 1

STATE PROJ NO: 0314000141L-N

AGENCY: PARADISE

ROUTE:

TIP DATA

MPO: BCAG

FSTIP YR: 13/14

STIP REF: 202-0000-0070

DISASTER NO:

BRIDGE NO'S:

PROJECT LOCATION:

PEARSON ROAD BETWEEN CLARK AND PENTZ

TYPE OF WORK:

SHOULDER WIDENING/REDUCTION IN TRAVEL LANES

FED RR NO'S:

PUC CODES:

PROJ OVERSIGHT: DELEGATED/LOCAL ADMIN

ENV STATUS / DT:

RW STATUS / DT:

INV RTE:

BEG MP:

END MP:

PREV AUTH / AGREE DATES:

PE:

R/W:

CON:

SPR:

MCS:

OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
MS30	10	15	M		URBAN	

FUNDING SUMMARY

PHASE	PROJECT COST	FEDERAL COST	AC COST
PE			
PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
THIS REQUEST	\$96,000.00	\$86,400.00	\$0.00
SUBTOTAL	\$96,000.00	\$86,400.00	\$0.00
R/W			
PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
THIS REQUEST	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$0.00	\$0.00	\$0.00
CON			
PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
THIS REQUEST	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$0.00	\$0.00	\$0.00
TOTAL:	\$96,000.00	\$86,400.00	\$0.00

STATE REMARKS

03/14/2014 SEQ 1 authorizing PE via lump sum appropriation. Project is being moved from 15/16 to 13/14 via EPSP.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE

FOR: PE

DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: HASLEM, FELICIA

REVIEWED IN FADS BY: YANG, ALBERT

SUBMITTED IN FADS BY: VONGJESDA, SUNATE

PROCESSED IN FADS BY: HUEY, SHUN

APPROVED IN FMIS BY: TASIA PAPAJOHN

ON 03/11/2014 740-4984

ON 03/14/2014 651-0015

ON 03/24/2014 FOR CALTRANS

ON 03/25/2014 FOR FHWA

ON 04/01/2014

SIGNATURE HISTORY FOR PROJECT NUMBER 5425(027) AS OF 04/02/2014

FHWA FMIS 4.0 SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
0	SHUN HUEY	03/26/2014
	GARY J. SWEETEN	03/27/2014
	TASIA PAPAJOHN	04/01/2014

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE SIGNED BY		SIGNED ON
AUTH/AGREE	VONGJESDA, SUNATE	03/24/2014



TOWN OF PARADISE
Council Agenda Summary
Date: May 12, 2015

Agenda No. 7(d)

ORIGINATED BY: Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Traffic Signal Maintenance Services

COUNCIL ACTION REQUESTED:

1. Concur with staff's recommendation of Bear Electrical Solutions to perform traffic signal maintenance services, and
2. Approve the attached Professional Services Agreement with Bear Electrical Solutions and authorize the Town Manager and Town Mayor to execute.

Background:

The Town of Paradise currently has 15 signalized intersections. Since 2005, the Town has contracted with Siemens (formerly Republic ITS) to provide monthly preventative maintenance and on-call emergency services for all Town-owned signals.

In June 2012, the Town of Paradise executed the most recent agreement with Siemens which expires May 30, 2015. This agreement has an option for a three-year extension which Town staff has declined to renew due to the high annual cost for these services.

On March 31, 2015, staff issued a formal request for proposals to all interested companies for future traffic signal maintenance services. The scope of work for routine maintenance services is provided as Exhibit A.

Analysis:

On April 28, staff received three proposals for traffic signal maintenance services, listed below:

1. Bear Electrical Solutions of Alviso, CA (Secondary office in Sacramento, CA)
2. St Francis Electric of San Leandro, CA (Secondary office in Sacramento, CA)
3. Siemens of West Sacramento, CA

These proposals were evaluated for completeness, background and history, references and costs. Public Works has completed the proposal evaluation with the composite scoring breakdown, shown below:

No.	Evaluation Criteria	Points Possible	Bear Electrical Solutions	St Francis Electric	Siemens
1	Compliance with the RFP	5	5	5	5
2	Capability and Experience	30	30	30	25
3	Past Performance	20	15.5	20	12.5
4	Reference Checks	10	10	10	5
5	Cost for services and extra work	35	34.5	27	17.5
TOTAL		100	95	92	65

Staff recommends the Town of Paradise select Bear Electrical Solutions for future traffic signal maintenance services. Both St. Francis Electric and Bear Electrical Solutions submitted outstanding proposals. Staff has confirmed through reference checks that both companies have achieved superior customer satisfaction. Ultimately, the deciding factor for the selection of Bear Electrical Solutions was the lower monthly cost per signalized intersection. Furthermore, Bear's time and equipment rates for on-call task orders or emergency repairs were deemed appropriate.

Company	Monthly Per Signal Rate	Annual Maintenance Costs	1-Time Contract Initiation Task List	Total 5-Year Estimate
Existing Contract	\$285.72	\$51,429.60	N/A	\$257,148.00
Siemens	\$172.31	\$31,015.80	\$65,359.11	\$220,438.11
St Francis	\$135.00	\$24,300.00	\$36,720.00	\$158,220.00
Bear Electrical	\$95.00	\$17,100.00	\$33,900.00	\$119,400.00

The one-time contract initiation task list, shown in Exhibit B, is an effort to standardize all signal controller software, perform complete cabinet inventories, evaluate signal timing and create a database for all traffic signals in Paradise.

This signal maintenance contract may be extended up to four times when mutually agreed by the Town and the contractor.

Financial Impact:

Through the RFP process, the new contractor will save the Town \$34,000 per year. These savings for the first year of the contract will be applied to the signal standardization/inventory task list. Future savings may be allocated to other public works maintenance needs.

Traffic signal maintenance services are funded 100% through gas tax. This contract is budgeted through gas tax account 2120.45.4750.5214.45. This new contract agreement will maintain the current cost (adjusted annually per the San Francisco/Oakland Metropolitan Area Consumer Price Index (CPI) and not to exceed 5%).

Alternatives:

Do not adopt the resolution and provide alternate direction to staff.

EXHIBIT A - PREVENTATIVE MAINTENANCE SCHEDULE

The Town requires that the Contractor perform preventative maintenance on all traffic signal equipment and various traffic control devices.

A traffic signal includes, but is not limited to: traffic signal controller and cabinet and all appurtenant equipment, service cabinet, pedestrian and vehicle signals, detector systems, wireless communications equipment, traffic signal communications equipment, emergency vehicle preemption system, uninterrupted power supply system, intersection safety lighting, and radar speed signs related to traffic signal operations.

Typical equipment includes:

(12 Signals) Model 170E Controller with Bi Tran Systems Program 200CA Local Intersection Program in a Model 332 Controller Cabinet. Several signals operate a C-7 program or 233 program.

(3 Signals) Model 2070L Controller with Naztec Apogee Local Intersection Program and Garmin GPS-16A time source receiver in a Model 332 Controller Cabinet.

All traffic signals utilize loop detection. Equipment varies at each site; Contractor is to verify site and equipment conditions prior to proposal submittal.

The Contractor shall use a Windows-based computerized maintenance and inventory management system to record all work done as outlined in the Scope of Work. The Preventative Maintenance database shall be continually updated. The Town shall have access to the database as well as have an updated hard copy of the database provided to the Town monthly if requested.

Upon completion of each Preventative Maintenance inspection detailed in this schedule, the contractor shall supply a computerized report to the Public Works Department itemizing each check performed and the result of that check and inform the Town of any corrective actions needed.

The Contractor shall also provide a computerized monthly report to the Town Engineering Division of the Public Works Department by the fifteenth day of each month that summarizes the pending repair work needed at each intersection. This report shall be broken down by intersection and be separate from the Preventative Maintenance Report.

NOTE:

Where systems or equipment do not exist or are non-functioning, make a note and notify the Town. Services for Monthly, Bi-Annual, and Annual preventative maintenance visits shall be approved by Town staff prior to scheduling by the Contractor. The Contractor shall notify Town staff on a weekly basis of their planned activity within the Town.

Monthly Preventative Maintenance

The contractor shall perform the following inspections:

1. Controller Cabinet
 - Test and Check ground fault receptacle
 - Observe the general appearance of the cabinet, noting any rust or other signs of deterioration and complete/recommend repair work if needed
 - Inspect door gasket condition
 - Inspect door lock operation
 - Operate and inspect ventilation fan and cabinet light (where applicable)
 - Inspect for pests in cabinet

- Visually inspect all relays, photocells, cabinet locks, cabinet fans, switches and make routine adjustments
- Move the fan thermostat setting and determine if fan is operable. Return thermostat to proper setting
- 2. Signal Controller
 - Visually inspect signal controller and controller cabinet components for proper operation and recommend repairs/replacements as necessary
 - Check timing of individual signal phases. Contractor shall notify engineer immediately of any operational issue or difference between the timing sheet to the actual timing operating in the controller. The contractor shall not make any timing changes unless it is a matter of public safety or is needed for the proper operation of the traffic signal.
- 3. Signal & Pedestrian Heads
 - Visually inspect all vehicular signals for proper operation
 - Report burnt out or flickering indications
 - Walk intersection and visually inspect all signal heads including backplates, visors and indications for proper operation and alignment. Report all broken parts, align signal heads and adjust all mast arm signs as necessary
 - Check that all pedestrian signals are in good condition and aimed properly. Make adjustments as necessary.
- 4. Pedestrian Push Buttons
 - Actuate each button for proper operation. Visually inspect and note condition. Report any broken or defective pedestrian push buttons.
 - Check all signals are in good condition and properly positioned (where applicable)
- 5. GPS System
 - Visually inspect cables, antenna, and other hardware and recommend repairs as needed
 - Confirm GPS communication with correct date/time
- 6. Battery Backup Systems
 - Test battery backup system
- 7. Miscellaneous
 - Visually inspect other signal hardware
 - Report all deficiencies
 - Check operation of flashing beacons at signalized intersections to ensure proper operation

Bi-Annual Preventative Maintenance

In addition to the monthly maintenance report, the Contractor shall submit a report that will include all of the following elements.

1. Detectors and Loops
 - Visually inspect for exposed wires, cracks, and/or pot holes and recommend repairs or replacement as needed
 - Check and tune detector amplifiers
2. Controller Cabinet
 - Measure voltage level at service entrance in cabinet and record
 - Vacuum and clean controller cabinet and contents; includes removing, cleaning, and replacing cabinet air filters.
3. Battery Backup Systems
 - Test battery charge and report if replacement is needed
 - Measure voltage level at service entrance in cabinet and record

- Vacuum and clean controller cabinet and contents
- 4. Controller Cabinet
 - Check wire schematics and records to make sure they are in the cabinet. Notify the Town if they are not present
 - Inspect terminal blocks and tighten as needed
 - Lubricate hinges and lock
- 5. Signal Heads
 - If visual inspection warrants, clean and polish signal lenses and reflectors
 - Align signal heads as needed
- 6. Miscellaneous
 - Adjust all mast arm mounted street name signs as needed
 - Check condition of paint (frameworks, heads, cabinet, poles, and other appurtenances) and make recommendation for repainting as needed.
 - Check cabinet inventory list and update as needed. Provide an electronic copy to the Town.

Annual Preventative Maintenance

In addition to the monthly and Bi-annual maintenance, the Contractor shall conduct and submit a report that shall include all of the following elements within the first two (2) months of the start of each contract period:

1. Signal System Assessment
 - Perform conflict monitor test and submit printout
 - Check for water accumulation and reseal ducts
2. Night Inspections
 - Walk intersection and check for proper visibility and operation of traffic signal heads, pedestrian signal heads and flashing beacons
 - Check operation of safety lighting and recommend repairs and replacements to the Town as needed.
3. Emergency Vehicle Pre-Emption
 - Actuate preempt to check operation with Emergency Vehicle Pre-emption Emitter and recommend repairs as needed
 - Check the mounting of each detector head and adjust/tighten the mounting, as required
4. Signal Heads
 - Check the mounting of each signal head and adjust/tighten the mounting, as required
5. Miscellaneous
 - Check any other equipment utilized during the term of the Agreement but not specifically listed
 - Tighten anchor bolts
 - Emergency preemption detection lenses must be cleaned/polished and aligned
 - Megger test all loops and make recommendations
 - Load test all Battery Backup System batteries
 - Replace lithium batteries on PROM module, if equipped, every two years

EXHIBIT B – CONTRACT INITIATION TASK LIST

Upon commencement of the contract, the Contractor shall undertake a signal programming standardization task list. These one-time items of work shall be performed within the first three months of the contract. Payment for this work will be per lump sum price provided in the proposal fee schedule.

Task	Description
01	Upgrade all non-2070 controllers to a standard Program 233, Intersection Control Software
02	Perform a cabinet inventory of all equipment at each signalized intersection
03	Download all signal timing inputs for each signalized intersection and deliver to the Town in an electronic format. Town will review all timing specification and make edits, as necessary
04	Upload all changes to timing schedule, as necessary to each signalized intersection
05	Download all final signal timing inputs and deliver two binders, tabulated by intersection, complete with each signal's inventory and timing sheets. Town will insert copies of 11x17 signal as-builts and deliver a complete set back to the Contractor for their records.

AGREEMENT FOR PROFESSIONAL SERVICES**CONTRACT 15-04
TRAFFIC SIGNAL MAINTENANCE SERVICES****ARTICLE I INTRODUCTION**

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

The name of the "CONTRACTOR" is as follows:

Bear Electrical Solutions

Incorporated in the State of California

The Project Manager for the "CONTRACTOR" will be Robert Asuncion

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 CONTRACTOR's Cost Proposal dated April 27, 2015. The approved CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR's services provided under this contract due to negligent acts, acts, errors, or omissions of the CONTRACTOR. The CONTRACTOR 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 CONTRACTOR
- D. CONTRACTOR and the agents and employees of CONTRACTOR, 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 CONTRACTOR should CONTRACTOR 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 CONTRACTOR, LOCAL AGENCY shall pay CONTRACTOR the sum due to CONTRACTOR 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 CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.
- F. Without the prior written consent of LOCAL AGENCY, this contract is not assignable by CONTRACTOR 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 CONTRACTOR as provided in this contract, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

- A. CONTRACTOR shall complete the following task list as referenced in the CONTRACTOR's Proposal dated April 27, 2015 attached as Exhibit A, and as further described in the list below:

Monthly Preventative Maintenance

The CONTRACTOR shall perform the following inspections:

1. Controller Cabinet
 - Test and Check ground fault receptacle
 - Observe the general appearance of the cabinet, noting any rust or other signs of deterioration and complete/recommend repair work if needed
 - Inspect door gasket condition
 - Inspect door lock operation
 - Operate and inspect ventilation fan and cabinet light (where applicable)
 - Inspect for pests in cabinet
 - Visually inspect all relays, photocells, cabinet locks, cabinet fans, switches and make routine adjustments
 - Move the fan thermostat setting and determine if fan is operable. Return thermostat to proper setting
2. Signal Controller
 - Visually inspect signal controller and controller cabinet components for proper operation and recommend repairs/replacements as necessary
 - Check timing of individual signal phases. Contractor shall notify engineer immediately of any operational issue or difference between the timing sheet to the actual timing operating in the controller. The CONTRACTOR shall not make any timing changes unless it is a matter of public safety or is needed for the proper operation of the traffic signal.
3. Signal & Pedestrian Heads
 - Visually inspect all vehicular signals for proper operation
 - Report burnt out or flickering indications
 - Walk intersection and visually inspect all signal heads including backplates, visors and indications for proper operation and alignment. Report all broken parts, align signal heads and adjust all mast arm signs as necessary
 - Check that all pedestrian signals are in good condition and aimed properly. Make adjustments as necessary.
4. Pedestrian Push Buttons
 - Actuate each button for proper operation. Visually inspect and note condition. Report any broken or defective pedestrian push buttons.
 - Check all signals are in good condition and properly positioned (where applicable)
5. GPS System
 - Visually inspect cables, antenna, and other hardware and recommend repairs as needed
 - Confirm GPS communication with correct date/time
6. Battery Backup Systems
 - Test battery backup system
7. Miscellaneous
 - Visually inspect other signal hardware
 - Report all deficiencies
 - Check operation of flashing beacons at signalized intersections to ensure proper operation

Bi-Annual Preventative Maintenance

In addition to the monthly maintenance report, the Contractor shall submit a report that will include all of the following elements.

1. Detectors and Loops
 - Visually inspect for exposed wires, cracks, and/or pot holes and recommend repairs or replacement as needed
 - Check and tune detector amplifiers
2. Controller Cabinet
 - Measure voltage level at service entrance in cabinet and record
 - Vacuum and clean controller cabinet and contents; includes removing, cleaning, and replacing cabinet air filters.
3. Battery Backup Systems
 - Test battery charge and report if replacement is needed
 - Measure voltage level at service entrance in cabinet and record
 - Vacuum and clean controller cabinet and contents
4. Controller Cabinet
 - Check wire schematics and records to make sure they are in the cabinet. Notify the Town if they are not present
 - Inspect terminal blocks and tighten as needed
 - Lubricate hinges and lock
5. Signal Heads
 - If visual inspection warrants, clean and polish signal lenses and reflectors

- Align signal heads as needed
- 6. Miscellaneous
 - Adjust all mast arm mounted street name signs as needed
 - Check condition of paint (frameworks, heads, cabinet, poles, and other appurtenances) and make recommendation for repainting as needed.
 - Check cabinet inventory list and update as needed. Provide an electronic copy to the Town.

Annual Preventative Maintenance

In addition to the monthly and Bi-annual maintenance, the Contractor shall conduct and submit a report that shall include all of the following elements within the first two (2) months of the start of each contract period:

1. Signal System Assessment
 - Perform conflict monitor test and submit printout
 - Check for water accumulation and reseal ducts
2. Night Inspections
 - Walk intersection and check for proper visibility and operation of traffic signal heads, pedestrian signal heads and flashing beacons
 - Check operation of safety lighting and recommend repairs and replacements to the Town as needed.
3. Emergency Vehicle Pre-Emption
 - Actuate preempt to check operation with Emergency Vehicle Pre-emption Emitter and recommend repairs as needed
 - Check the mounting of each detector head and adjust/tighten the mounting, as required
4. Signal Heads
 - Check the mounting of each signal head and adjust/tighten the mounting, as required
5. Miscellaneous
 - Check any other equipment utilized during the term of the Agreement but not specifically listed
 - Tighten anchor bolts
 - Emergency preemption detection lenses must be cleaned/polished and aligned
 - Megger test all loops and make recommendations
 - Load test all Battery Backup System batteries
 - Replace lithium batteries on PROM module, if equipped, every two years

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on May 31, 2015 contingent upon approval by LOCAL AGENCY, and CONTRACTOR shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall be for one year and may be extended for one year terms with up to four extensions not to exceed a total of five years, subject to the satisfactory negotiation of provisions, including a price acceptable to the Town and the successful bidder and the annual availability of funding.
- B. CONTRACTOR 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 CONTRACTOR shall receive a one-time payment for the Contract Initiation Task List shown in Exhibit A and pursuant to the CONTRACTOR's Proposal dated April 27, 2015. A final fee schedule is shown in Exhibit B of this Agreement.
- B. In consideration for furnishing said labor, materials and equipment, pursuant to the preventative maintenance schedule shown in Exhibit A, CONTRACTOR shall receive from LOCAL AGENCY the sum of \$95.00 per month for each signalized intersection, pursuant to the CONTRACTOR's Proposal dated April 27, 2015. A final fee schedule is shown in Exhibit B of this Agreement.
- C. In consideration for furnishing said labor, materials and equipment pursuant to Response Maintenance, Scheduled Repairs or Emergency Work, when such repairs are necessitated by obsolescence, failure, accidental damage such as collision, acts of God, vandalism and pavement failure, Contractor shall receive, in addition to the monthly sum specified above, a per call amount based upon the invoice cost time and materials pursuant to the CONTRACTOR's Proposal dated April 27, 2015. A final time and materials rate schedule is provided in Exhibit B of this Agreement.
- D. CONTRACTOR 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 by LOCAL AGENCY prior to approval of any work, or for any work

performed prior to approval of this contract. Payments shall be made by LOCAL AGENCY within thirty (30) days after approval on any work.

- E. 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

- F. Only those charges that are identified in the Proposal and agreed upon by the LOCAL AGENCY will be allowed. Charges shall remain firm the initial twelve (12) month period of the contract. CONTRACTOR may request an annual increase in charges for any extensions of the contract, provided that request is justified and proposed increases do not exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period. The comparison month used will be based upon the third month prior to the month that the contract is awarded. For example, if the contract is awarded in November, the month used for the basis of the CPI comparison will be August. Under no circumstances shall adjustments exceed five (5) percent per each one (1) year extension.
- G. If CONTRACTOR proposes to increase fees, a written notice shall be provided a minimum of thirty (30) days prior to the termination of the then current contract.

ARTICLE VI TERMINATION

- A. Termination for Cause: In the event the CONTRACTOR fails to perform the scope of work, as determined solely by the Town, the Town may terminate the contract without penalty and be relieved of any further consideration to the CONTRACTOR. Notice of such termination shall be in writing and shall take effect ten (10) days after mailing such notice. In the event of termination, the full extent of Town liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the Town prior to termination.
- B. Termination for Convenience: Town may terminate the contract at any time without cause by giving specific written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) calendar days prior to the effective date of such termination. If the Town terminates the contract for convenience, CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination. Contractor expressly agrees that no further penalties, remedies, or consideration would be forthcoming in the event of termination for convenience.

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. CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to LOCAL AGENCY.

ARTICLE XI CONTINGENT FEE

CONTRACTOR 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 CONTRACTOR 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; CONTRACTOR, subCONTRACTORS, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The 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 CONTRACTOR 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 contract, Local Agency may request that CONTRACTOR 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 CONTRACTOR's services, but which the parties did not reasonably anticipate would be necessary at the execution of this contract. CONTRACTOR 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 CONTRACTOR.
- B. Not later than 30 days after completion of all work under the contract, CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR from full and timely performance, in accordance with the terms of this contract.
- D. CONTRACTOR and subCONTRACTORs' 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 CONTRACTOR'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 CONTRACTOR and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 subCONTRACTORs.
- C. Any substitution of subCONTRACTORs must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subCONTRACTORs.

ARTICLE XVII EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR 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 CONTRACTOR'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: "CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR'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 CONTRACTOR, 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

CONTRACTOR and any subCONTRACTORS 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. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONTRACTOR 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. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR, 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.

Minimum Limits of Insurance

CONTRACTOR 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 & \$2,000,000 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 CONTRACTOR 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 CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.
2. For any claims related to this project, the CONTRACTOR'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 CONTRACTOR's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written with notice 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

CONTRACTOR 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 on 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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR under this contract; further, CONTRACTOR 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 CONTRACTOR.

- 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 DELETED

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 CONTRACTOR in order to carry out this contract, shall be protected by CONTRACTOR 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 CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. CONTRACTOR 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, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONTRACTOR 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 CONTRACTOR to any entity other than LOCAL AGENCY.

ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONTRACTOR 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 CONTRACTOR within the immediately preceding two-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

ARTICLE XXV EVALUATION OF CONTRACTOR

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

ARTICLE XXVI STATEMENT OF COMPLIANCE

- A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR 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, CONTRACTOR and its subCONTRACTORS 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. CONTRACTOR and subCONTRACTORS shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subCONTRACTORS 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

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. CONTRACTOR and its subCONTRACTORS 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. CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR 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 subCONTRACTORS whose services are limited to providing surveying or materials testing information, no subCONTRACTORS 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

CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR'S negligent performance, misconduct, errors, 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:

CONTRACTOR:

Bear Electrical Solutions
Robert Asuncion, Project Manager
1341 Archer Street
Alviso, CA 95002

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 CONTRACTOR 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 _____
Greg Bolin,
Mayor

By _____
Lauren Gill,
Town Manager

|

BEAR ELECTRICAL SOLUTIONS

By _____
Name
Title

Approved as to form.

Dwight L. Moore, Town Attorney

EXHIBIT "A"
Scope of Services

Service Plan

Base Operation Location & Field Staff

Bear Electrical Solutions' Sacramento field office is located at 1513 Sports Drive in Sacramento – approximately 84 miles or approximately 92 minutes away to the Town of Paradise. Our field office is comprised of a 2,000 square foot enclosed warehouse, 300 square foot office, and an open, paved parking lot for a pole laydown yard. Our enclosed warehouse is stocked with all essential street lighting, traffic signal, underground conduit material supplies as well as our cabinet testing lab station. We are capable of receiving and warehousing Town-owned assets.

Field staff assigned to respond to The Town during emergency responses and their home locations are as follows:

1. Derek Long – Primary Technician for the Town - Traffic Signal/Streetlight Apprentice (Journeyman Pending) – Resides in Yuba City and approximately 58 minutes to Paradise
2. Nick Maciejewski – Traffic Signal/Streetlight Apprentice – Antelope – 96 minutes to Town offices.
3. Ritch Shefke – Traffic Signal/SL Journeyman – 100 minutes from Auburn to Town offices.
4. Jason Hayes – Field Superintendent & Senior Field Technician – Elk Grove – 109 minutes to the Town offices.
5. Rique Martinez – Traffic Signal/Streetlight Apprentice – Elk Grove – 109 minutes to the Town offices.

Additional field support from BES staff is approximately 90-180 minutes away in the San Francisco Bay Area.

Equipment Available to Service Town of Paradise

Our company owns and operates a fleet of bucket, pick-up, crane, and dump trucks specifically designed to perform traffic signal and streetlight maintenance and construction activities.

Each traffic signal / streetlight electrician is typically assigned a bucket truck and is stocked with both equipment and traffic signal - streetlight material that allows each electrician to perform maintenance and response duties on a regular basis.

It should also be noted that our company has a dedicated traffic signal “loop” truck that is designed and equipped for a crew to install traffic signal loops.

Our company also owns and operates a 90-ft crane truck available for any high reach or large pole projects.

Both loop and crane trucks are based at our San Jose office and is mobilized to service our Sacramento operations as needed.

Service Plan (continued)

Below is a list of our equipment:

ID	YR Brand Model	Type
# 24	2008 Dodge Ram 1500	Pick Up Truck
# 25	2008 Dodge Ram 1500	Pick Up Truck
# 26	1997 Ford UT	Utility Truck
# 27	E5 Compressor	Compressor
# 28	2000 Ford F450	Bucket Truck
# 29	2004 Ford Super Duty	Bucket Truck
# 30	2006 Ford CB	
# 31	2014 Diamond C	Utility Trailer
# 32	2006 Ford DP	Dump Truck
# 33	1987 Ford CR	Crane
# 34	2001 Ford PK	Pick Up Truck
# 35	1995 FRHT DP	Bucket Truck
# 36	1998 INTL VA	Dump Truck
# 38	1996 Ford F450	Utility Truck
# 39	2012 Carson Trailer	Trailer
# 40	1994 Ditch Util	Trailer
# 41	2013 Ford F550	Bucket Truck
# 42	2012 Intl Terrastar	Bucket Truck

Rentals	
2011 Ford F550 AT37G	Bucket Truck
2011 Dodge 4500	Bucket Truck

Emergency Repair Service Plan

Our company is designed to operate 24/7/365 days a year. We have a full-time dispatcher that is based in our San Jose office and is supervised and supported by a dedicated office manager. During non-office hours, our dispatcher forwards our phone lines to our off-site call center who then continues the function of documenting, recording, and dispatching all calls to our service team.

Our service team has a rotating "On-Call" schedule which means certain technicians are on-call to respond to all emergency calls. This also includes office personnel and licensed traffic engineer who are on-call to serve as support for electricians in the event of larger emergencies.

Our field technicians carry typical replacement stock in their bucket trucks ready to respond to emergency calls. For larger type emergencies, other team members located near our Sacramento office will deliver additional supplies to the initial emergency responder as needed.

Service Plan (continued)

Both our Sacramento and San Jose warehouses are stocked with traffic signal and streetlight parts and is weekly managed and maintained.

Our typical response time will be 1.5-2 hours but no longer than the required 2.5 hours as mentioned in your RFP.

Underground Service Alert (USA) Locating Services

As part of our standard traffic signal routine and response service, our team is able to provide USA locating service upon request. Each technician has the ability to mark out traffic signal and streetlighting infrastructure on an as-needed basis.

Service Tracking And Reporting (STAR) System

Since our company exists purely to provide innovative and responsive traffic signal and streetlight maintenance service, we knew we had to leverage technology to deliver on our promises. The STAR system is fundamental to our service plan and is ever-present in all our business processes enabling efficiencies and real time communication.



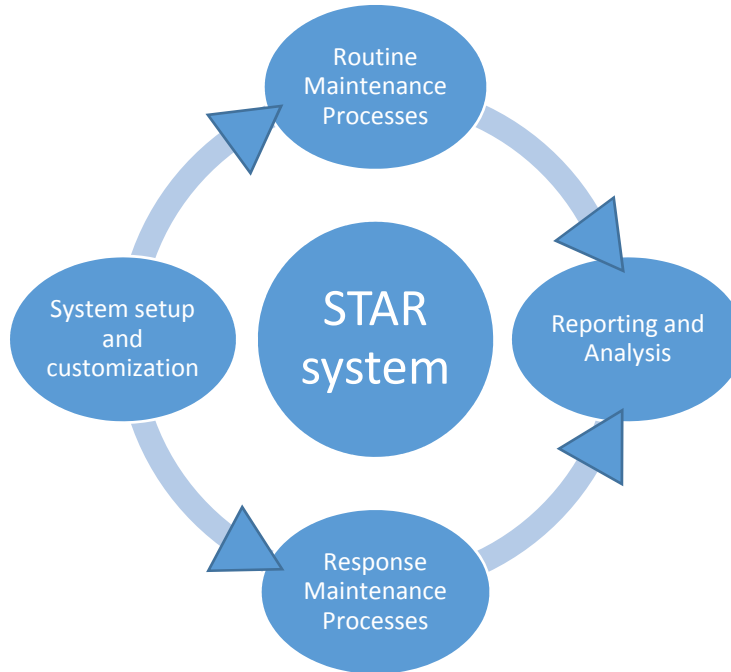
The Ursa Major constellation is the Great Bear of the sky and the Great Bear points up to the Northstar. The Northstar is the brightest light in the sky and a guiding force. Just like the Northstar is a guiding force for the Great Bear...our STAR system is the guiding force for our approach to service. It provides a real-time interface for our customers and our team to submit, capture data, and close out work order incidents. It also provides access to all of your important infrastructure information such as installed assets, locations, and "stock" inventory BES has on-hand. Because we capture this data real time and in a centralized organized fashion, the opportunities for reporting and analysis are endless. Not only does it make both our lives easier, but the data we capture tells a story that enables you to make smarter decisions in how you manage your Town.

In developing our STAR System, we took the best cloud based, customer relationship and service management technologies – Salesforce, Servicemax, and Geopointe – and customized a tailor made solution for our customers. The STAR system allows us to provide:

- Efficient real time communication to you via your own online portal
- Efficient dispatch and routing for techs – saves you time and money because we work smart
- One centralized place for all your data – assets, locations, and our stock inventory
- Smart reports and analysis to drive better decisions on how to maintain your infrastructure

Service Plan (continued)

Our Approach to Service for this Contract



System setup and customization

Our initial step to our work approach is to “Setup and Customize” our STAR System to effectively communicate contract work requirements. This step involves uploading customer asset information such as intersection names, facility types, and asset information including equipment brands, model no., etc. on a per location basis. Additional information included is a list of Town personnel authorized to issue work requests. Contract rates and custom pay items are entered into the system as well. Moreover, we enter any customer requested details for each location to make it easier for the customer to manage the data per site.

One of the key benefits to our STAR system is the degree to which it is customizable to each customer. Understanding your requirements as well as exploring some benefits you may not have even considered is critical to this process.

During this step, we also input our company information in terms of office location and technicians who will be specifically assigned to your Town. We envision this phase of the work plan to consist of one face to face meeting to define the details and then one week to implement the core system details.

Routine Maintenance Processes

The work to be performed per the Town’s RFP is entered into our system and the frequency of work is defined whether monthly, quarterly, semi- or annual routine. This allows us to communicate both to the Town and our employees what tasks and expectations are to be performed for that given location on a work order basis.

Service Plan (continued)

Routine Maintenance Processes (continued)

Work orders are created per location a few days preceding the start of the month. As work orders are performed by our technicians, anyone logged into our system can view the status of each work order. It is our intent to also upload each of the required Town's "Task Lists" for each location per each work order as it is completed.

When all routine work orders are completed, we can automate the email of reports to the Town or print reports out to be mailed along with the invoice. Our system reporting is highly customizable and is geared to provide "smart" data that can be used for business analysis.

Response Maintenance Processes

Our system allows for the Town to communicate work requests either via phone, email, case creation through your website portal, or fax. Our in-house dispatcher logs all incoming work requests into our system and then communicates the work request to the Regional Supervisor who then delegates this work order to the appropriate technician(s).

As each work order is entered into our system by our staff, an email receipt can be generated to show proof of acknowledgement real time.

Work Order Detail	
Basics	
Case	00003768
Account	City of Elk Grove
Site	BOND RD / PG HIGH SCHOOL
Contact	Josef Rys TS
Account Name	City of Elk Grove
Pole#	
Problem Description	Case sent 2/6/15 @ 8:27 am- Josef Rys-W/B Bond Rd & School Bus entrance, high green out
Order Status	Closed
Priority	High
Order Type	Outage
Age	3
Client WO #	WF0035962
Closure	
Corrective Action	REPLACED GREEN BALL O/H N/W/C
Created By	Sandra Wagness, 2/6/2015 8:39 AM
Closed By	Rique Martinez
Closed On	2/6/2015 10:00 AM
Last Modified By	John W. Pumphrey, 2/9/2015 10:45 AM
Owner	Sandra Wagness [Change]
Notes & Attachments	
New Note Attach File No records to display	
Always show me fewer / more records per related list	

Since each of our technicians are equipped with their own bucket truck stocked with the common traffic signal and street lighting commodities, our technicians are able to respond to unscheduled work requests within (1.5) hour during normal business hours and (2.5) hours during non-business hours.

Our company is unique in that all of our key field staff has worked for the Town under a different company and therefore have the prior knowledge and expertise relating to maintaining the Town's traffic signals and streetlights. This provides the added benefit and confidence to the Town that our team can be highly responsive and get the work done without second-guessing.

Service Plan (continued)

Reporting and Analysis

As part of each work order close out, both for routine and response, our field staff reports each task completion by including a narrative for the work performed, labor and material expenditures, and whether or not a follow up task is needed. This data is entered in our system and as such, invoices are generated as well as any custom type reports requested by the customer.

Since reporting is performed in real-time, this allows us to gather data instantly to effectively manage labor forces, stock material, scheduling, and work order types for customers. This is the true strength in our system that is unique to our company. Not only is the “Smart” data helpful for our customer but serves as our “guiding force” in proper planning for material, labor, and equipment stocking.

Samples of custom reports generated:

- Statistics on Different Call Out Types;
- Statistics and Reports on Knockdowns;
- Monday morning Email Reports for After Hours Activity;
- Work Order Completion – Maintenance vs Extra Response

Report Generation Status: Complete

Report Options:
[Run Report](#) [Hide Details](#) [Printable View](#) [Export Details](#)

Generated Report:

Filtered By:
 Account equals City of Elk Grove
 AND Order Type equals Scheduled Maintenance
 AND Closed On equals LAST 7 DAYS

Site	Work Order: Work Order Number	Work Order: Last Modified Date	Age	Corrective Action
Closed On: 2/2/2015 (4 records)				
ELK GROVE BLVD I WATERMAN RD	WO-00011477	2/5/2015	5	SEMI ANNUAL PM CHECK VAC 119.7 VDC 23.97 AC RIP .043 NOTED S/B ADVANCE LOOPS NEED RESEALING AND AC PATCH
BOND RD I SIERRA RIVER DR	WO-00011454	2/6/2015	5	PERFORMED SEMI-ANNUAL CHECK VAC 122.0 VDC 24.09 AC RIP .049 ALL OK
BOND RD I WATERMAN RD	WO-00011456	2/6/2015	5	PERFORMED BI-ANNUAL PM CHECK. VAC 121.7 VDC 24.00 AC RIP .051
BOND I STONEBROOK /SCHOOL LOOP	WO-00011457	2/6/2015	5	PERFORMED SEMI-ANNUAL CHECK VAC 121.7 VDC 24.27 AC RIP .069 NOTICED N/E/C AND S/W/C AUDIBLE PEDS INOP.

Invoicing

Approximately 5-7 days after the end of each month, monthly invoices will be submitted to the Town electronically for all work orders: Regular/Scheduled, Unscheduled and Emergency Work performed. Each invoice will have a unique Invoice Number, Invoice Date, Period of Service, and Town Asset Number breakdown per each work order performed that month.

Each Work Order will have its unique work order number, description of service provided, date and time of action performed, and detailed break-down of labor, material, and equipment costs.

All invoices will be accessible as a “report” format in our STAR System and archived.

Service Plan (continued)

Timelines for Full Implementation for The Town

Generally we can start work and provide full implementation of our scope of services for our customers in 1-2 weeks.

Below is a proposed timeline:

The Town - Customer On-Boarding

Activity	Timeline
Meet with The Town to receive data fields of locations and asset information, Discuss reporting requests.	14 days prior to start of work
BES to import data, create Maintenance Matrix procedures, and customize STAR System	7 - 10 days
Kick-Off Meeting, Demo System, Formalize Communication Plan with Town Staff and BES staff	T Minus (2-3 days prior to April 1st)
Follow up meeting to go over invoicing and 1st reports and Portal Training Enhancements	45 days after

PREVENTATIVE MAINTENANCE SCHEDULE

The Town requires that the Contractor perform preventative maintenance on all traffic signal equipment and various traffic control devices.

A traffic signal includes, but is not limited to: traffic signal controller and cabinet and all appurtenant equipment, service cabinet, pedestrian and vehicle signals, detector systems, wireless communications equipment, traffic signal communications equipment, emergency vehicle preemption system, uninterrupted power supply system, intersection safety lighting, and radar speed signs related to traffic signal operations.

Typical equipment includes:

(12 Signals) Model 170E Controller with Bi Tran Systems Program 200CA Local Intersection Program in a Model 332 Controller Cabinet. Several signals operate a C-7 program or 233 program.

(3 Signals) Model 2070L Controller with Naztec Apogee Local Intersection Program and Garmin GPS-16A time source receiver in a Model 332 Controller Cabinet.

All traffic signals utilize loop detection. Equipment varies at each site; Contractor is to verify site and equipment conditions prior to proposal submittal.

The Contractor shall use a Windows-based computerized maintenance and inventory management system to record all work done as outlined in the Scope of Work. The Preventative Maintenance database shall be continually updated. The Town shall have access to the database as well as have an updated hard copy of the database provided to the Town monthly if requested.

Upon completion of each Preventative Maintenance inspection detailed in this schedule, the contractor shall supply a computerized report to the Public Works Department itemizing each check performed and the result of that check and inform the Town of any corrective actions needed.

The Contractor shall also provide a computerized monthly report to the Town Engineering Division of the Public Works Department by the fifteenth day of each month that summarizes the pending repair work needed at each intersection. This report shall be broken down by intersection and be separate from the Preventative Maintenance Report.

NOTE:

Where systems or equipment do not exist or are non-functioning, make a note and notify the Town. Services for Monthly, Bi-Annual, and Annual preventative maintenance visits shall be approved by Town staff prior to scheduling by the Contractor. The Contractor shall notify Town staff on a weekly basis of their planned activity within the Town.

Monthly Preventative Maintenance

The contractor shall perform the following inspections:

1. Controller Cabinet
 - Test and Check ground fault receptacle
 - Observe the general appearance of the cabinet, noting any rust or other signs of deterioration and complete/recommend repair work if needed
 - Inspect door gasket condition
 - Inspect door lock operation
 - Operate and inspect ventilation fan and cabinet light (where applicable)
 - Inspect for pests in cabinet

- Visually inspect all relays, photocells, cabinet locks, cabinet fans, switches and make routine adjustments
- Move the fan thermostat setting and determine if fan is operable. Return thermostat to proper setting
- 2. Signal Controller
 - Visually inspect signal controller and controller cabinet components for proper operation and recommend repairs/replacements as necessary
 - Check timing of individual signal phases. Contractor shall notify engineer immediately of any operational issue or difference between the timing sheet to the actual timing operating in the controller. The contractor shall not make any timing changes unless it is a matter of public safety or is needed for the proper operation of the traffic signal.
- 3. Signal & Pedestrian Heads
 - Visually inspect all vehicular signals for proper operation
 - Report burnt out or flickering indications
 - Walk intersection and visually inspect all signal heads including backplates, visors and indications for proper operation and alignment. Report all broken parts, align signal heads and adjust all mast arm signs as necessary
 - Check that all pedestrian signals are in good condition and aimed properly. Make adjustments as necessary.
- 4. Pedestrian Push Buttons
 - Actuate each button for proper operation. Visually inspect and note condition. Report any broken or defective pedestrian push buttons.
 - Check all signals are in good condition and properly positioned (where applicable)
- 5. GPS System
 - Visually inspect cables, antenna, and other hardware and recommend repairs as needed
 - Confirm GPS communication with correct date/time
- 6. Battery Backup Systems
 - Test battery backup system
- 7. Miscellaneous
 - Visually inspect other signal hardware
 - Report all deficiencies
 - Check operation of flashing beacons at signalized intersections to ensure proper operation

Bi-Annual Preventative Maintenance

In addition to the monthly maintenance report, the Contractor shall submit a report that will include all of the following elements.

1. Detectors and Loops
 - Visually inspect for exposed wires, cracks, and/or pot holes and recommend repairs or replacement as needed
 - Check and tune detector amplifiers
2. Controller Cabinet
 - Measure voltage level at service entrance in cabinet and record
 - Vacuum and clean controller cabinet and contents; includes removing, cleaning, and replacing cabinet air filters.
3. Battery Backup Systems
 - Test battery charge and report if replacement is needed
 - Measure voltage level at service entrance in cabinet and record

- Vacuum and clean controller cabinet and contents
- 4. Controller Cabinet
 - Check wire schematics and records to make sure they are in the cabinet. Notify the Town if they are not present
 - Inspect terminal blocks and tighten as needed
 - Lubricate hinges and lock
- 5. Signal Heads
 - If visual inspection warrants, clean and polish signal lenses and reflectors
 - Align signal heads as needed
- 6. Miscellaneous
 - Adjust all mast arm mounted street name signs as needed
 - Check condition of paint (frameworks, heads, cabinet, poles, and other appurtenances) and make recommendation for repainting as needed.
 - Check cabinet inventory list and update as needed. Provide an electronic copy to the Town.

Annual Preventative Maintenance

In addition to the monthly and Bi-annual maintenance, the Contractor shall conduct and submit a report that shall include all of the following elements within the first two (2) months of the start of each contract period:

1. Signal System Assessment
 - Perform conflict monitor test and submit printout
 - Check for water accumulation and reseal ducts
2. Night Inspections
 - Walk intersection and check for proper visibility and operation of traffic signal heads, pedestrian signal heads and flashing beacons
 - Check operation of safety lighting and recommend repairs and replacements to the Town as needed.
3. Emergency Vehicle Pre-Emption
 - Actuate preempt to check operation with Emergency Vehicle Pre-emption Emitter and recommend repairs as needed
 - Check the mounting of each detector head and adjust/tighten the mounting, as required
4. Signal Heads
 - Check the mounting of each signal head and adjust/tighten the mounting, as required
5. Miscellaneous
 - Check any other equipment utilized during the term of the Agreement but not specifically listed
 - Tighten anchor bolts
 - Emergency preemption detection lenses must be cleaned/polished and aligned
 - Megger test all loops and make recommendations
 - Load test all Battery Backup System batteries
 - Replace lithium batteries on PROM module, if equipped, every two years

CONTRACT INITIATION TASK LIST

Upon commencement of the contract, the Contractor shall undertake a signal programming standardization task list. These one-time items of work shall be performed within the first three months of the contract. Payment for this work will be per lump sum price provided in the proposal fee schedule.

Task	Description
01	Upgrade all non-2070 controllers to a standard Program 233, Intersection Control Software
02	Perform a cabinet inventory of all equipment at each signalized intersection
03	Download all signal timing inputs for each signalized intersection and deliver to the Town in an electronic format. Town will review all timing specification and make edits, as necessary
04	Upload all changes to timing schedule, as necessary to each signalized intersection
05	Download all final signal timing inputs and deliver two binders, tabulated by intersection, complete with each signal's inventory and timing sheets. Town will insert copies of 11x17 signal as-builts and deliver a complete set back to the Contractor for their records.

EXHIBIT "B"
Compensation

TRAFFIC SIGNAL MAINTENANCE

SCHEDULE OF VALUES

SCHEDULED TRAFFIC SIGNAL MAINTENANCE

Quantity 'A'	Monthly Rate 'B'	Monthly Cost 'AxB'	Multiplier	Annual Cost
15	\$95.00	\$1,425.00	12	\$17,100.00

RATES FOR UNSCHEDULED/EMERGENCY MAINTENANCE WORK

PERSONNEL	Regular Hourly Rate	Overtime Hourly Rate
Field Technician Supervisor	\$ 135.00	\$ 195.00
Electrical Technician	\$ 105.00	\$ 180.00
Field Technician	\$ 105.00	\$ 180.00
Laborer	\$ 75.00	\$ 125.00
Crane Operator	\$ 100.00	\$ 180.00

EQUIPMENT	Hourly Rate
Service Truck	\$ 30.00
Service Truck with Arrow Board	\$ 35.00
Arrow Board	\$ 20.00
Dump Truck	\$ 45.00
Air Compressor	\$ 20.00
Bucket Truck	\$ 35.00
Boom Truck (Crane)	\$ 125.00
Concrete Saw	\$ 55.00

MATERIALS

Material Markup	25%
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CONTRACT INITIATION TASK - Perform controller software upgrade at 12 signals - \$ 33,900.00



**Town of Paradise
Council Agenda Summary
Date: May 12, 2015**

Agenda Item: 7(e)

Originated by: Lauren Gill, Town Manager
Gina S. Will, Finance Director/Town Treasurer

Subject: Town 2014/15 and 2015/16 Operating and Capital Budget Status
Update

Council Action Requested:

Review and file the budget update presented by staff.

Alternatives:

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

Background:

The 2014/15 Operating and Capital Budget was adopted June 25, 2014. Each month staff has completed analysis of the financial transactions recorded to date and additional information received to identify the potential impact to the 2014/15 budget. In February 2015 a comprehensive mid-year review and financial diagnostic was presented to Town Council. It indicated that the worst of the financial crisis is behind the Town (revenues are no longer decreasing), and the Town is able to achieve short term goals of maintaining a balanced budget. Conversely, it was indicated that to achieve long term financial stability the Town must address depleted reserves, long term obligations, diminished assets and diversify its revenue stream. Invested appropriately, funds provided by Measure "C" the next six years can build a bridge to a more stable economic future for the Town organization.

Discussion:

Accounts and funds are still on continuous review by finance and other departments to ensure that all fund budgets remained balanced. Estimated actuals for the 2014/15 are being formulated as part of the 2015/16 budget process. The overall numbers are holding close to levels previously reported to Town Council.

Following is the current estimated actual General Fund revenues and expenses for the 2014/15 fiscal year:

	2014/15 Adopted Budget	2014/15 Amended Budget	2014/15 Estimated Actual
Revenues (includes Measure "C")	10,036,524	10,555,236	10,631,512
Expenses	(10,036,524)	(10,193,063)	(10,168,063)
Net Difference	0	362,173	463,449
Designated Reserves			
<i>Non-spendable (RDA loan)</i>	2,015,945	2,006,863	2,006,863
<i>Assigned for Measure "C"</i>	0	148,000	148,000
<i>Unassigned (spendable)</i>	(81,449)	141,806	243,082

2015/16 Budget Process

Town staff met again with the Measure "C" Citizen Oversight Committee on April 28, 2015. In alignment with Town Council's budget priorities for 2015/16, town departments shared with the Committee their initial recommendations and approximate costs for use of Measure "C" funds.

Police proposes to use about \$260,000 to hire a detective sergeant, to lease purchase three police vehicles, to purchase body cameras, to replace the Live Scan machine, and to increase officer training. \$35,000 is proposed to use toward maintaining appropriate staffing levels for Animal Control. Fire proposes to use about \$250,000 to lease purchase a type 1 fire engine, to maintain existing staffing under the CAL FIRE agreement and to replace some SCBAs. Public Works proposes to use about \$200,000 toward Pearson road improvements between Pentz and Clark. These funds coupled with grant and other road improvement funds will allow for shoulder widening, an overlay and drainage improvements.

The Committee will further discuss at the next meeting recommendations for the remaining \$105,000 of the estimated \$850,000 to be received. The initial consensus to put more funding toward police, fire and roads rather than address facility, sewer or financial reserves. The Committee intends on finalizing their recommendation at their next meeting on May 26, 2015.

Departments continue to work on balancing their budget proposals for 2015/16 and will meet with the finance committee this month to review proposed projects and expenditures.

Fiscal Impact Analysis:

The Town is on track to bring forward and adopt a balanced 2015/16 Operating and Capital Budget by the end of June 2015. Staff will continue to keep Council informed about changes in the 2014/15 budget and the progress of the 2015/16 budget.



Budget Performance Report

Date Range 07/01/14 - 04/30/15
Exclude Rollup Account

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Fund 1010 - General Fund									
REVENUE									
Department 00 - Non Department Activity									
Program 0000 - Non Program Activity									
3110.311	Property Tax Current Secured	4,142,843.00	.00	4,142,843.00	.00	.00	2,273,623.43	1,869,219.57	55
3110.312	Property Tax Current Unsecured	220,432.00	6,941.00	227,373.00	906.26	.00	213,973.59	13,399.41	94
3110.315	Property Tax Prior Secured/Unsecured	7,344.00	.00	7,344.00	714.57	.00	4,484.39	2,859.61	61
3110.320	Property Tax General Supplemental	19,380.00	17,627.00	37,007.00	8,112.56	.00	29,520.93	7,486.07	80
3130.325	General Sales and Use Tax Sales and Use Tax	1,814,118.00	(26,527.00)	1,787,591.00	86,100.00	.00	1,104,123.72	683,467.28	62
3167.330	Real Property Transfer Tax Real Property Transfer Tax	61,974.00	(6,123.00)	55,851.00	6,618.37	.00	43,335.54	12,515.46	78
3182.335	Franchise Taxes Franchise Taxes	841,905.00	10,265.00	852,170.00	318,102.63	.00	614,556.81	237,613.19	72
3185.340	Transient Occupancy Tax Transient Occupancy Tax	173,125.00	8,591.00	181,716.00	43,280.22	.00	140,123.16	41,592.84	77
3210.110	Business Licenses and Permits Business Regulation	3,000.00	500.00	3,500.00	628.29	.00	3,792.94	(292.94)	108
3210.120	Business Licenses and Permits Bingo Regulation	132.00	.00	132.00	.00	.00	132.00	.00	100
3215.100	DOJ/FBI Fees Fingerprinting/Processing	.00	.00	.00	660.00	.00	682.79	(682.79)	+++
3345.100	State Revenues - Other Refunds & Reimbursements	.00	2,807.00	2,807.00	.00	.00	2,807.00	.00	100
3345.200	State Revenues - Other Miscellaneous	24,000.00	.00	24,000.00	.00	.00	.00	24,000.00	0
3351.001	Property Tax Homeowners Apportionment	69,109.00	.00	69,109.00	.00	.00	33,754.07	35,354.93	49
3356.001	State Motor Vehicle In Lieu Motor Vehicle In Lieu Tax	1,970,371.00	236,607.00	2,206,978.00	.00	.00	1,259,715.59	947,262.41	57
3356.003	State Motor Vehicle In Lieu Section 11001.5 Prior Year	.00	10,952.00	10,952.00	.00	.00	10,952.07	(.07)	100
3410.101	Administrative Services General Administrative Fees	15.00	30.00	45.00	16.49	.00	44.61	.39	99
3410.104	Administrative Services Returned Check Processing	200.00	.00	200.00	25.57	.00	153.42	46.58	77
3410.106	Administrative Services Building Rental	.00	.00	.00	.00	.00	511.56	(511.56)	+++
3410.107	Administrative Services Electronic Audio Reproduction	.00	15.00	15.00	.00	.00	14.86	.14	99
3410.112	Administrative Services Printed Material Production/Sale	250.00	300.00	550.00	50.00	.00	520.50	29.50	95
3410.113	Administrative Services Document Copying	250.00	150.00	400.00	40.00	.00	423.00	(23.00)	106
3410.114	Administrative Services Document Certification	250.00	(30.00)	220.00	30.00	.00	200.00	20.00	91
3410.115	Administrative Services Research on Request/Dept Records	100.00	(50.00)	50.00	.00	.00	.00	50.00	0
3410.150	Administrative Services Late Fees	.00	15.00	15.00	.50	.00	48.20	(33.20)	321
3610.100	Interest Revenue Investments	4,500.00	.00	4,500.00	.00	.00	1,461.25	3,038.75	32
3630.200	Rents and Royalties Billboard Rents and Leases	440.00	.00	440.00	.00	.00	440.00	.00	100
3901.100	Refunds & Reimbursements Miscellaneous	5,000.00	.00	5,000.00	.00	.00	282.55	4,717.45	6
3902.100	Miscellaneous Revenue General	2,000.00	.00	2,000.00	1.00	.00	563.65	1,436.35	28
3910.030	Transfers In From Development Services Fund	144,351.00	(2,223.00)	142,128.00	.00	.00	60,970.00	81,158.00	43
3910.070	Transfers In From Animal Control	28,726.00	171.00	28,897.00	.00	.00	12,119.00	16,778.00	42
3910.120	Transfers In From State Gas Tax Fund	168,497.00	660.00	169,157.00	.00	.00	71,435.00	97,722.00	42
3910.140	Transfers In From Traffic Safety Fund	30,000.00	.00	30,000.00	.00	.00	22,500.00	7,500.00	75
3910.160	Transfers In From BHS Development Svcs Fund	31,403.00	28.00	31,431.00	.00	.00	14,999.00	16,432.00	48
3910.215	Transfers In From Aband Vehicle Abate Fund	6,500.00	.00	6,500.00	.00	.00	508.13	5,991.87	8
3910.650	Transfers In From Successor Agency to RDA NH	13,200.00	(6,600.00)	6,600.00	.00	.00	2,648.00	3,952.00	40



Budget Performance Report

Date Range 07/01/14 - 04/30/15

Exclude Rollup Account

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Fund 1010 - General Fund									
REVENUE									
Department 00 - Non Department Activity									
Program 0000 - Non Program Activity									
3910.900	Transfers In From Transit Fund	4,806.00	(90.00)	4,716.00	.00	.00	1,792.00	2,924.00	38
Program 0000 - Non Program Activity Totals		\$9,788,221.00	\$254,016.00	\$10,042,237.00	\$465,286.46	\$0.00	\$5,927,212.76	\$4,115,024.24	59%
Department 00 - Non Department Activity Totals		\$9,788,221.00	\$254,016.00	\$10,042,237.00	\$465,286.46	\$0.00	\$5,927,212.76	\$4,115,024.24	59%
Department 25 - Finance									
Program 4420 - Measure C TUT									
3130.326	General Sales and Use Tax Transactions and Use Tax (TUT)	.00	200,000.00	200,000.00	.00	.00	.00	200,000.00	0
Program 4420 - Measure C TUT Totals		\$0.00	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00	0%
Program 5005 - Rental Properties									
3630.100	Rents and Royalties Commercial Prop Rents & Leases	.00	9,629.00	9,629.00	1,500.00	.00	6,629.07	2,999.93	69
3901.100	Refunds & Reimbursements Miscellaneous	2,100.00	.00	2,100.00	.00	.00	1,403.63	696.37	67
Program 5005 - Rental Properties Totals		\$2,100.00	\$9,629.00	\$11,729.00	\$1,500.00	\$0.00	\$8,032.70	\$3,696.30	68%
Department 25 - Finance Totals		\$2,100.00	\$209,629.00	\$211,729.00	\$1,500.00	\$0.00	\$8,032.70	\$203,696.30	4%
Department 30 - Police									
Program 0000 - Non Program Activity									
3320.100	Federal Revenue - Other Refunds and Reimbursements	500.00	.00	500.00	.00	.00	3,329.62	(2,829.62)	666
3345.004	State Revenues - Other POST Reimbursements	14,000.00	(10,000.00)	4,000.00	.00	.00	700.32	3,299.68	18
3345.100	State Revenues - Other Refunds & Reimbursements	12,000.00	11,402.00	23,402.00	305.00	.00	23,707.00	(305.00)	101
3380.100	Local Government Revenue Fines and Forfeitures	22,000.00	(4,000.00)	18,000.00	1,516.72	.00	12,704.57	5,295.43	71
3380.106	Local Government Revenue Administrative Citations Police	.00	.00	.00	.00	.00	100.00	(100.00)	+++
3410.150	Administrative Services Late Fees	.00	.00	.00	.00	.00	1,756.90	(1,756.90)	+++
3421.100	Police Vehicle Repossession	150.00	50.00	200.00	21.00	.00	189.00	11.00	94
3421.103	Police Weapons Storage Fee	300.00	(150.00)	150.00	.00	.00	.00	150.00	0
3421.105	Police Cite Sign Off / VIN Verification	1,200.00	(400.00)	800.00	162.80	.00	895.40	(95.40)	112
3421.110	Police DUI Accident & Arrest Processing	5,000.00	(146.00)	4,854.00	.00	.00	2,148.23	2,705.77	44
3421.111	Police Vehicle Impound Fee	1,200.00	(200.00)	1,000.00	.00	.00	896.00	104.00	90
3421.115	Police Police Report (Copy)	7,000.00	.00	7,000.00	580.27	.00	6,314.38	685.62	90
3421.120	Police Fingerprint Processing	6,000.00	.00	6,000.00	437.00	.00	4,793.00	1,207.00	80
3421.122	Police Visa/Clearance Letter	64.00	.00	64.00	32.14	.00	80.35	(16.35)	126
3421.128	Police Statutory Registration	700.00	(200.00)	500.00	90.00	.00	390.00	110.00	78
3421.130	Police Reproduce/Sale of Tapes & Photos	150.00	.00	150.00	16.07	.00	183.40	(33.40)	122
3421.140	Police Alarm System Registration	500.00	1,200.00	1,700.00	.00	.00	2,264.51	(564.51)	133
3421.141	Police False Alarm Response	2,200.00	(1,300.00)	900.00	.00	.00	1,622.51	(722.51)	180
3421.180	Police Special Services	3,500.00	(3,000.00)	500.00	.00	.00	825.00	(325.00)	165
3421.185	Police Bicycle License	.00	.00	.00	.00	.00	11.25	(11.25)	+++
3421.187	Police Subpoena Duces Tecum	30.00	320.00	350.00	290.00	.00	655.00	(305.00)	187
3421.235	Police Deer Validation	36.00	.00	36.00	.00	.00	.00	36.00	0



Budget Performance Report

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Fund 1010 - General Fund									
REVENUE									
Department 30 - Police									
Program 0000 - Non Program Activity									
3901.100	Refunds & Reimbursements Miscellaneous	3,000.00	(1,500.00)	1,500.00	147.93	.00	162.78	1,337.22	11
3901.140	Refunds & Reimbursements Negligence Cost Recovery Fees	200.00	.00	200.00	386.10	.00	581.70	(381.70)	291
3902.100	Miscellaneous Revenue General	50.00	.00	50.00	.00	.00	19.57	30.43	39
Program 0000 - Non Program Activity Totals		\$79,780.00	(\$7,924.00)	\$71,856.00	\$3,985.03	\$0.00	\$64,330.49	\$7,525.51	90%
Department 30 - Police Totals		\$79,780.00	(\$7,924.00)	\$71,856.00	\$3,985.03	\$0.00	\$64,330.49	\$7,525.51	90%
Department 35 - Fire									
Program 0000 - Non Program Activity									
3345.100	State Revenues - Other Refunds & Reimbursements	20,000.00	59,324.00	79,324.00	.00	.00	75,127.30	4,196.70	95
3410.150	Administrative Services Late Fees	20.00	(20.00)	.00	.00	.00	.00	.00	+++
3422.303	Fire Out Of Hours Burning Response	500.00	(250.00)	250.00	176.00	.00	176.00	74.00	70
3422.304	Fire Fuel Reduction Burn Permit	500.00	(250.00)	250.00	170.00	.00	840.00	(590.00)	336
3422.310	Fire Report Copying	40.00	.00	40.00	.00	.00	.00	40.00	0
3422.315	Fire Residential Burning Regulation	8,000.00	(1,000.00)	7,000.00	418.00	.00	5,681.92	1,318.08	81
3422.330	Fire Campfire/Special Activity Permit	22.00	.00	22.00	.00	.00	.00	22.00	0
3422.335	Fire Land Clearing Fire Regulation	75.00	.00	75.00	.00	.00	.00	75.00	0
3650.100	Donations Private Sources	.00	1,500.00	1,500.00	.00	.00	1,500.00	.00	100
3901.100	Refunds & Reimbursements Miscellaneous	500.00	(250.00)	250.00	.00	.00	76.68	173.32	31
3902.100	Miscellaneous Revenue General	.00	.00	.00	.00	.00	.36	(.36)	+++
Program 0000 - Non Program Activity Totals		\$29,657.00	\$59,054.00	\$88,711.00	\$764.00	\$0.00	\$83,402.26	\$5,308.74	94%
Department 35 - Fire Totals		\$29,657.00	\$59,054.00	\$88,711.00	\$764.00	\$0.00	\$83,402.26	\$5,308.74	94%
Department 40 - Community Development									
Program 4720 - CDD Planning									
3380.101	Local Government Revenue Fines and Citations Comm Develop	18,000.00	5,500.00	23,500.00	3,007.57	.00	10,067.47	13,432.53	43
3400.101	CDD Planning Appeals Review	.00	.00	.00	.00	.00	(79.90)	79.90	+++
3400.104	CDD Planning Tentative Parcel Map	1,750.00	5.00	1,755.00	.00	.00	1,754.50	.50	100
3400.108	CDD Planning Road Name Review	.00	.00	.00	.00	.00	168.90	(168.90)	+++
3400.109	CDD Planning Street Address Change Review	130.00	.00	130.00	.00	.00	270.24	(140.24)	208
3400.111	CDD Planning Landscape Plan	500.00	.00	500.00	.00	.00	240.60	259.40	48
3400.123	CDD Planning Tree Pres/Protect Plan Review	80.00	.00	80.00	.00	.00	.00	80.00	0
3400.130	CDD Planning General Plan Amend and Rezoning	2,000.00	(1,000.00)	1,000.00	.00	.00	.00	1,000.00	0
3400.138	CDD Planning Development Agreement	.00	1,182.00	1,182.00	.00	.00	1,181.94	.06	100
3400.139	CDD Planning Research on Request	160.00	.00	160.00	80.20	.00	481.20	(321.20)	301
3400.150	CDD Planning Code Compliance Enforcement Fee	.00	.00	.00	.00	.00	531.67	(531.67)	+++
3400.170	CDD Planning Use Permit Class A	600.00	(300.00)	300.00	.00	.00	1,196.27	(896.27)	399
3400.171	CDD Planning Use Permit Class B	1,000.00	(500.00)	500.00	.00	.00	.00	500.00	0
3400.173	CDD Planning Temporary Use Permit	450.00	(225.00)	225.00	.00	.00	79.63	145.37	35



Budget Performance Report

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Fund 1010 - General Fund									
REVENUE									
Department 40 - Community Development									
Program 4720 - CDD Planning									
3400.174	CDD Planning Administrative Permit	2,500.00	(1,000.00)	1,500.00	.00	.00	1,438.20	61.80	96
3400.176	CDD Planning Home Occupation Permit	1,500.00	.00	1,500.00	.00	.00	653.31	846.69	44
3400.177	CDD Planning Site Plan/Use Permit Mod Class A	.00	319.00	319.00	.00	.00	638.00	(319.00)	200
3400.184	CDD Planning Site Plan Review Class A	560.00	(280.00)	280.00	.00	.00	1,721.41	(1,441.41)	615
3400.185	CDD Planning Site Plan Review Class B	860.00	(430.00)	430.00	.00	.00	.00	430.00	0
3400.190	CDD Planning Admin Variance-Noise Ordinance	.00	533.00	533.00	.00	.00	533.16	(.16)	100
3400.200	CDD Planning Tree Felling Permit	19,000.00	.00	19,000.00	1,826.82	.00	18,238.87	761.13	96
3400.307	CDD Planning Design Review Application	1,250.00	250.00	1,500.00	688.78	.00	1,836.76	(336.76)	122
Program 4720 - CDD Planning Totals		\$50,340.00	\$4,054.00	\$54,394.00	\$5,603.37	\$0.00	\$40,952.23	\$13,441.77	75%
Program 4780 - CDD - Waste Management									
3182.335	Franchise Taxes Franchise Taxes	37,426.00	194.00	37,620.00	9,469.06	.00	28,243.94	9,376.06	75
3340.400	State Funding - Grants Waste Mgmt	.00	.00	.00	.00	.00	2,286.95	(2,286.95)	+++
3345.200	State Revenues - Other Miscellaneous	.00	.00	.00	7,396.00	.00	6,948.00	(6,948.00)	+++
3380.104	Local Government Revenue Fines and Citations Waste Mgmt	9,500.00	.00	9,500.00	100.00	.00	7,935.96	1,564.04	84
Program 4780 - CDD - Waste Management Totals		\$46,926.00	\$194.00	\$47,120.00	\$16,965.06	\$0.00	\$45,414.85	\$1,705.15	96%
Department 40 - Community Development Totals		\$97,266.00	\$4,248.00	\$101,514.00	\$22,568.43	\$0.00	\$86,367.08	\$15,146.92	85%
Department 45 - Public Works									
Program 4740 - Public Works - Engineering									
3402.201	PW Engineering Final Parcel Map	1,000.00	(500.00)	500.00	.00	.00	.00	500.00	0
3402.220	PW Engineering Land Divisn/Pvt Develop Projects	10,490.00	(5,245.00)	5,245.00	.00	.00	8,714.28	(3,469.28)	166
3402.222	PW Engineering Improvement Agreement Review	260.00	(130.00)	130.00	.00	.00	.00	130.00	0
3402.223	PW Engineering Engineering Site Plan	350.00	(175.00)	175.00	.00	.00	.00	175.00	0
3402.224	PW Engineering Grading Check/Inspection	1,500.00	(300.00)	1,200.00	.00	.00	1,185.92	14.08	99
3402.227	PW Engineering Lot Merger Review	1,000.00	(300.00)	700.00	351.71	.00	703.42	(3.42)	100
3402.228	PW Engineering Lot Line Adjustment	1,000.00	481.00	1,481.00	.00	.00	2,096.53	(615.53)	142
3402.229	PW Engineering Cert of Compliance Review w/Hear	.00	528.00	528.00	.00	.00	527.58	.42	100
3402.230	PW Engineering Engineer Drain Plan/Calc Review	7,000.00	(3,500.00)	3,500.00	.00	.00	827.17	2,672.83	24
3402.232	PW Engineering Erosion Control Plan Review	900.00	(450.00)	450.00	.00	.00	674.28	(224.28)	150
3402.250	PW Engineering Oversized Vehicle Regulation	500.00	200.00	700.00	48.00	.00	818.00	(118.00)	117
3402.270	PW Engineering Encroachment Permit Fees	13,000.00	9,000.00	22,000.00	1,297.10	.00	22,975.81	(975.81)	104
Program 4740 - Public Works - Engineering Totals		\$37,000.00	(\$391.00)	\$36,609.00	\$1,696.81	\$0.00	\$38,522.99	(\$1,913.99)	105%
Program 4745 - Paradise Community Park									
3470.251	Parks & Recreation Space Rental	2,500.00	.00	2,500.00	330.00	.00	910.00	1,590.00	36
3470.258	Parks & Recreation Miscellaneous	.00	80.00	80.00	.00	.00	80.00	.00	100
Program 4745 - Paradise Community Park Totals		\$2,500.00	\$80.00	\$2,580.00	\$330.00	\$0.00	\$990.00	\$1,590.00	38%
Department 45 - Public Works Totals		\$39,500.00	(\$311.00)	\$39,189.00	\$2,026.81	\$0.00	\$39,512.99	(\$323.99)	101%



Budget Performance Report

Date Range 07/01/14 - 04/30/15

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd
Fund 1010 - General Fund									
	REVENUE TOTALS	\$10,036,524.00	\$518,712.00	\$10,555,236.00	\$496,130.73	\$0.00	\$6,208,858.28	\$4,346,377.72	59%
EXPENSE									
Department	00 - Non Department Activity								
Program	0000 - Non Program Activity								
5225	Bank Fees and Charges	9,000.00	(4,500.00)	4,500.00	.00	.00	4,684.08	(184.08)	104
5260	Miscellaneous	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0
5280.100	Bad Debt Write Off Expense	.00	2,032.00	2,032.00	.00	.00	2,032.14	(.14)	100
5501	Debt Service Payment - Principal	580,547.00	.00	580,547.00	.00	.00	.00	580,547.00	0
5502	Debt Service Payment - Interest	309,453.00	.00	309,453.00	.00	.00	.00	309,453.00	0
5502.150	Debt Service Payment - Interest Interfund Loans	971.00	.00	971.00	.00	.00	970.90	.10	100
5502.201	Debt Service Payment - Interest Tax Anticipation Notes	25,313.00	(2,013.00)	23,300.00	.00	.00	.00	23,300.00	0
5510.201	Bond Payments - Issuance Costs Tax Anticipation Notes	8,150.00	(300.00)	7,850.00	.00	.00	7,850.00	.00	100
Program	0000 - Non Program Activity Totals	\$938,434.00	(\$4,781.00)	\$933,653.00	\$0.00	\$0.00	\$15,537.12	\$918,115.88	2%
Department	00 - Non Department Activity Totals								
Department	10 - Legislative								
Program	4000 - Town Council								
5101	Salaries - Permanent	18,000.00	(180.00)	17,820.00	1,470.00	.00	14,700.00	3,120.00	82
5107	Car Allowance/Mileage	5,400.00	.00	5,400.00	450.00	.00	4,500.00	900.00	83
5111	Medicare	339.00	.00	339.00	28.25	.00	282.75	56.25	83
5112.102	Retirement Contribution Social Security	1,451.00	.00	1,451.00	120.90	.00	1,209.00	242.00	83
5113	Worker's Compensation	169.00	(3.00)	166.00	40.82	.00	165.66	.34	100
5202.100	Operating Supplies General	150.00	.00	150.00	.00	.00	7.52	142.48	5
5219.100	Printing General	100.00	.00	100.00	.00	.00	.00	100.00	0
5220.100	Employee Development General	10,915.00	.00	10,915.00	.00	.00	10,284.00	631.00	94
5223.105	Meals and Refreshments Emergencies and Meetings	.00	.00	.00	.00	.00	48.57	(48.57)	+++
5304	Furniture & Equipment	.00	932.00	932.00	.00	.00	932.01	(.01)	100
Program	4000 - Town Council Totals	\$36,524.00	\$749.00	\$37,273.00	\$2,109.97	\$0.00	\$32,129.51	\$5,143.49	86%
Department	10 - Legislative Totals								
Department	15 - Town Clerk								
Program	4100 - Town Clerk								
5101	Salaries - Permanent	169,033.00	393.00	169,426.00	12,984.37	.00	136,004.43	33,421.57	80
5106.100	Incentives & Admin Leave Administrative Leave	8,635.00	42.00	8,677.00	.00	.00	.00	8,677.00	0
5106.200	Incentives & Admin Leave Gym Reimbursement	.00	.00	.00	89.10	.00	89.10	(89.10)	+++
5107	Car Allowance/Mileage	2,381.00	8.00	2,389.00	198.00	.00	1,990.75	398.25	83
5111	Medicare	2,611.00	(15.00)	2,596.00	187.10	.00	1,959.24	636.76	75
5112.101	Retirement Contribution PERS	21,283.00	9.00	21,292.00	1,634.86	.00	17,131.77	4,160.23	80
5113	Worker's Compensation	1,587.00	(27.00)	1,560.00	383.29	.00	1,559.09	.91	100
5114.101	Health Insurance Medical	18,141.00	(97.00)	18,044.00	1,296.86	.00	12,992.24	5,051.76	72
5114.102	Health Insurance Dental	.00	.00	.00	180.22	.00	1,745.50	(1,745.50)	+++



Budget Performance Report

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Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd
Fund 1010 - General Fund									
EXPENSE									
Department 15 - Town Clerk									
Program 4100 - Town Clerk									
5114.103	Health Insurance Vision	.00	.00	.00	20.54	.00	225.42	(225.42)	+++
5115	Unemployment Compensation	.00	.00	.00	82.59	.00	909.61	(909.61)	+++
5116.101	Life and Disability Insurance Life & Disab.	1,682.00	89.00	1,771.00	47.22	.00	473.72	1,297.28	27
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	103.64	.00	679.36	(679.36)	+++
5119.100	Retiree Costs Medical Insurance	19,337.00	1,928.00	21,265.00	.00	.00	14,678.62	6,586.38	69
5201.100	Office Supplies General	175.00	.00	175.00	.00	.00	113.75	61.25	65
5202.100	Operating Supplies General	150.00	.00	150.00	.00	.00	44.56	105.44	30
5204	Subscriptions and Code Books	60.00	19.00	79.00	.00	.00	133.02	(54.02)	168
5210.100	Postage General	175.00	.00	175.00	.00	.00	123.00	52.00	70
5213.100	Professional/Contract Services General	10,535.00	.00	10,535.00	1,034.04	.00	8,973.19	1,561.81	85
5218.100	Advertising General	2,900.00	.00	2,900.00	.00	.00	3,683.71	(783.71)	127
5221	Election-County Services	25,000.00	.00	25,000.00	.00	.00	27,416.54	(2,416.54)	110
Program 4100 - Town Clerk Totals		\$283,685.00	\$2,349.00	\$286,034.00	\$18,241.83	\$0.00	\$230,926.62	\$55,107.38	81%
Department 15 - Town Clerk Totals		\$283,685.00	\$2,349.00	\$286,034.00	\$18,241.83	\$0.00	\$230,926.62	\$55,107.38	81%
Department 20 - Administrative Services									
Program 4200 - Town Manager									
5101	Salaries - Permanent	96,065.00	265.00	96,330.00	7,060.37	.00	73,965.56	22,364.44	77
5106.100	Incentives & Admin Leave Administrative Leave	4,736.00	43.00	4,779.00	.00	.00	.00	4,779.00	0
5107	Car Allowance/Mileage	1,545.00	7.00	1,552.00	128.00	.00	1,288.75	263.25	83
5111	Medicare	203.00	12.00	215.00	12.67	.00	138.29	76.71	64
5112.101	Retirement Contribution PERS	11,209.00	(213.00)	10,996.00	820.30	.00	8,606.37	2,389.63	78
5113	Worker's Compensation	902.00	(14.00)	888.00	217.85	.00	886.94	1.06	100
5114.101	Health Insurance Medical	9,088.00	.00	9,088.00	672.30	.00	6,742.19	2,345.81	74
5114.102	Health Insurance Dental	.00	.00	.00	83.60	.00	811.66	(811.66)	+++
5114.103	Health Insurance Vision	.00	.00	.00	3.10	.00	31.54	(31.54)	+++
5115	Unemployment Compensation	.00	.00	.00	43.10	.00	478.78	(478.78)	+++
5116.101	Life and Disability Insurance Life & Disab.	759.00	153.00	912.00	24.90	.00	250.23	661.77	27
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	56.38	.00	455.41	(455.41)	+++
5119.100	Retiree Costs Medical Insurance	39,401.00	2,704.00	42,105.00	118.37	.00	30,120.36	11,984.64	72
5201.100	Office Supplies General	100.00	.00	100.00	.00	.00	.00	100.00	0
5202.100	Operating Supplies General	100.00	.00	100.00	.00	.00	.00	100.00	0
5210.100	Postage General	20.00	.00	20.00	.00	.00	17.32	2.68	87
5260	Miscellaneous	.00	.00	.00	.00	.00	4.50	(4.50)	+++
Program 4200 - Town Manager Totals		\$164,128.00	\$2,957.00	\$167,085.00	\$9,240.94	\$0.00	\$123,797.90	\$43,287.10	74%
Program 4201 - Central Services									
5101	Salaries - Permanent	120,571.00	949.00	121,520.00	9,423.68	.00	97,669.87	23,850.13	80



Budget Performance Report

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Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd
Fund 1010 - General Fund									
EXPENSE									
Department 20 - Administrative Services									
Program 4201 - Central Services									
5106.100	Incentives & Admin Leave Administrative Leave	3,764.00	.00	3,764.00	.00	.00	.00	3,764.00	0
5111	Medicare	1,803.00	.00	1,803.00	139.02	.00	1,426.13	376.87	79
5112.101	Retirement Contribution PERS	13,177.00	52.00	13,229.00	1,022.90	.00	10,637.85	2,591.15	80
5113	Worker's Compensation	1,132.00	(31.00)	1,101.00	273.40	.00	1,109.56	(8.56)	101
5114.101	Health Insurance Medical	19,176.00	(16.00)	19,160.00	1,214.46	.00	13,549.69	5,610.31	71
5114.102	Health Insurance Dental	.00	.00	.00	81.50	.00	1,129.11	(1,129.11)	+++
5114.103	Health Insurance Vision	.00	.00	.00	9.28	.00	113.92	(113.92)	+++
5115	Unemployment Compensation	.00	.00	.00	61.37	.00	660.23	(660.23)	+++
5116.101	Life and Disability Insurance Life & Disab.	1,284.00	21.00	1,305.00	36.10	.00	361.00	944.00	28
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	75.24	.00	503.78	(503.78)	+++
5199.199	Other Fund Support IT-Serv from Tech Fee	(58,000.00)	.00	(58,000.00)	.00	.00	(43,501.00)	(14,499.00)	75
5201.100	Office Supplies General	.00	.00	.00	(428.95)	.00	.00	.00	+++
5202.100	Operating Supplies General	15,045.00	955.00	16,000.00	631.51	.00	14,162.02	1,837.98	89
5203.100	Repairs and Maint Supplies General	800.00	1,000.00	1,800.00	(457.68)	.00	1,703.02	96.98	95
5209.101	Auto Fuel Expense Town Vehicles	350.00	(100.00)	250.00	.00	.00	95.37	154.63	38
5209.105	Auto Fuel Expense Employee Personal Vehicle Use	.00	112.00	112.00	.00	.00	112.00	.00	100
5210.100	Postage General	50.00	.00	50.00	.00	.00	74.93	(24.93)	150
5211.135	Utilities Water and Sewer	720.00	.00	720.00	.00	.00	529.89	190.11	74
5211.137	Utilities Electric and Gas	22,200.00	.00	22,200.00	.00	.00	16,842.64	5,357.36	76
5212.100	Insurance General	205,165.00	(6,219.00)	198,946.00	.00	.00	198,446.00	500.00	100
5213.100	Professional/Contract Services General	49,150.00	.00	49,150.00	.00	.00	34,532.48	14,617.52	70
5214.100	Repair and Maint Service General	65,958.00	.00	65,958.00	1,603.27	.00	63,742.57	2,215.43	97
5215.100	Rents and Leases Miscellaneous	1,419.00	365.00	1,784.00	118.25	.00	1,547.61	236.39	87
5215.106	Rents and Leases Copiers	5,134.00	.00	5,134.00	427.85	.00	4,278.50	855.50	83
5216.100	Communications General Services	34,311.00	.00	34,311.00	1,940.71	.00	25,606.35	8,704.65	75
5218.100	Advertising General	100.00	.00	100.00	.00	.00	70.54	29.46	71
5219.100	Printing General	500.00	300.00	800.00	.00	.00	1,012.66	(212.66)	127
5220.100	Employee Development General	.00	.00	.00	.00	.00	78.26	(78.26)	+++
5225	Bank Fees and Charges	100.00	.00	100.00	.00	.00	65.00	35.00	65
5260	Miscellaneous	25,120.00	42.00	25,162.00	.00	.00	25,161.52	.48	100
5303	Improvements	2,000.00	.00	2,000.00	.00	.00	1,229.55	770.45	61
5304	Furniture & Equipment	.00	.00	.00	.00	.00	942.08	(942.08)	+++
5500	Bond Payments - Fiscal Agent	2,500.00	.00	2,500.00	.00	.00	293.73	2,206.27	12
5501	Debt Service Payment - Principal	14,072.00	(5,161.00)	8,911.00	.00	.00	5,940.62	2,970.38	67
Program 4201 - Central Services Totals		\$547,601.00	(\$7,731.00)	\$539,870.00	\$16,171.91	\$0.00	\$480,127.48	\$59,742.52	89%



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Fund 1010 - General Fund									
EXPENSE									
Department 20 - Administrative Services									
Program 4203 - HR and Risk Management									
5101	Salaries - Permanent	51,667.00	.00	51,667.00	4,039.20	.00	41,224.83	10,442.17	80
5106.100	Incentives & Admin Leave Administrative Leave	2,469.00	.00	2,469.00	.00	.00	.00	2,469.00	0
5111	Medicare	785.00	(46.00)	739.00	49.84	.00	516.84	222.16	70
5112.101	Retirement Contribution PERS	6,505.00	(21.00)	6,484.00	508.58	.00	5,193.15	1,290.85	80
5113	Worker's Compensation	485.00	.00	485.00	117.14	.00	475.40	9.60	98
5114.101	Health Insurance Medical	15,523.00	(17.00)	15,506.00	1,127.70	.00	11,277.00	4,229.00	73
5114.102	Health Insurance Dental	.00	.00	.00	158.04	.00	1,525.10	(1,525.10)	+++
5114.103	Health Insurance Vision	.00	.00	.00	14.22	.00	142.20	(142.20)	+++
5115	Unemployment Compensation	.00	.00	.00	22.00	.00	241.37	(241.37)	+++
5116.101	Life and Disability Insurance Life & Disab.	660.00	13.00	673.00	19.00	.00	190.00	483.00	28
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	32.24	.00	241.70	(241.70)	+++
5119.120	Retiree Costs PERS 1959 Survivor Benefits	2,100.00	.00	2,100.00	.00	.00	2,520.00	(420.00)	120
5201.100	Office Supplies General	10.00	.00	10.00	.00	.00	.00	10.00	0
5202.100	Operating Supplies General	345.00	.00	345.00	.00	.00	255.42	89.58	74
5210.100	Postage General	50.00	.00	50.00	.00	.00	24.87	25.13	50
5213.100	Professional/Contract Services General	1,900.00	(47.00)	1,853.00	.00	.00	1,389.96	463.04	75
5223.105	Meals and Refreshments Emergencies and Meetings	.00	41.00	41.00	.00	.00	41.13	(.13)	100
Program 4203 - HR and Risk Management Totals		\$82,499.00	(\$77.00)	\$82,422.00	\$6,087.96	\$0.00	\$65,258.97	\$17,163.03	79%
Program 4300 - Legal Services									
5210.100	Postage General	10.00	10.00	20.00	.00	.00	36.40	(16.40)	182
5213.100	Professional/Contract Services General	180,600.00	.00	180,600.00	13,800.00	.00	142,548.95	38,051.05	79
Program 4300 - Legal Services Totals		\$180,610.00	\$10.00	\$180,620.00	\$13,800.00	\$0.00	\$142,585.35	\$38,034.65	79%
Department 20 - Administrative Services Totals		\$974,838.00	(\$4,841.00)	\$969,997.00	\$45,300.81	\$0.00	\$811,769.70	\$158,227.30	84%
Department 25 - Finance									
Program 4400 - Finance									
5101	Salaries - Permanent	144,854.00	2,381.00	147,235.00	11,115.00	.00	118,969.63	28,265.37	81
5106.100	Incentives & Admin Leave Administrative Leave	7,361.00	296.00	7,657.00	.00	.00	.00	7,657.00	0
5106.200	Incentives & Admin Leave Gym Reimbursement	.00	.00	.00	.00	.00	149.40	(149.40)	+++
5107	Car Allowance/Mileage	2,025.00	65.00	2,090.00	168.00	.00	1,756.50	333.50	84
5111	Medicare	2,236.00	45.00	2,281.00	163.64	.00	1,753.15	527.85	77
5112.101	Retirement Contribution PERS	18,239.00	305.00	18,544.00	1,399.49	.00	14,987.13	3,556.87	81
5113	Worker's Compensation	1,360.00	(27.00)	1,333.00	328.46	.00	1,358.83	(25.83)	102
5114.101	Health Insurance Medical	9,330.00	868.00	10,198.00	724.34	.00	7,409.51	2,788.49	73
5114.102	Health Insurance Dental	.00	.00	.00	164.40	.00	1,632.49	(1,632.49)	+++
5114.103	Health Insurance Vision	.00	.00	.00	15.96	.00	164.80	(164.80)	+++
5115	Unemployment Compensation	.00	.00	.00	72.23	.00	815.84	(815.84)	+++



Budget Performance Report

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd
Fund 1010 - General Fund									
EXPENSE									
Department 25 - Finance									
Program 4400 - Finance									
5116.101	Life and Disability Insurance Life & Disab.	1,413.00	42.00	1,455.00	39.70	.00	407.84	1,047.16	28
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	88.74	.00	569.36	(569.36)	+++
5119.100	Retiree Costs Medical Insurance	16,362.00	1,586.00	17,948.00	212.62	.00	12,682.08	5,265.92	71
5201.100	Office Supplies General	.00	50.00	50.00	.00	.00	41.12	8.88	82
5202.100	Operating Supplies General	200.00	(50.00)	150.00	.00	.00	188.25	(38.25)	126
5210.100	Postage General	1,500.00	.00	1,500.00	.00	.00	1,163.39	336.61	78
5213.100	Professional/Contract Services General	660.00	.00	660.00	.00	.00	768.26	(108.26)	116
5219.100	Printing General	600.00	.00	600.00	.00	.00	548.70	51.30	91
5220.100	Employee Development General	329.00	.00	329.00	.00	.00	110.00	219.00	33
5501	Debt Service Payment - Principal	257.00	(98.00)	159.00	.00	.00	105.95	53.05	67
Program 4400 - Finance Totals		\$206,726.00	\$5,463.00	\$212,189.00	\$14,492.58	\$0.00	\$165,582.23	\$46,606.77	78%
Program 4420 - Measure C TUT									
5213.100	Professional/Contract Services General	.00	52,000.00	52,000.00	.00	.00	30.64	51,969.36	0
Program 4420 - Measure C TUT Totals		\$0.00	\$52,000.00	\$52,000.00	\$0.00	\$0.00	\$30.64	\$51,969.36	0%
Program 5005 - Rental Properties									
5211.175	Utilities Rental Properties	2,100.00	245.00	2,345.00	.00	.00	1,479.98	865.02	63
5213.100	Professional/Contract Services General	.00	.00	.00	.00	.00	595.00	(595.00)	+++
5214.100	Repair and Maint Service General	.00	280.00	280.00	40.00	.00	394.92	(114.92)	141
5501	Debt Service Payment - Principal	.00	8,601.00	8,601.00	1,433.48	.00	5,733.92	2,867.08	67
Program 5005 - Rental Properties Totals		\$2,100.00	\$9,126.00	\$11,226.00	\$1,473.48	\$0.00	\$8,203.82	\$3,022.18	73%
Department 25 - Finance Totals		\$208,826.00	\$66,589.00	\$275,415.00	\$15,966.06	\$0.00	\$173,816.69	\$101,598.31	63%
Department 30 - Police									
Program 4510 - Police Administration									
5101	Salaries - Permanent	285,319.00	39,503.00	324,822.00	25,426.01	.00	259,873.31	64,948.69	80
5102	Salaries - Temporary	39,946.00	(39,946.00)	.00	.00	.00	.00	.00	+++
5103.102	Differential Pay Out of Class	.00	.00	.00	62.42	.00	228.86	(228.86)	+++
5104	Wages - PS Holiday Pay	12,396.00	1,594.00	13,990.00	1,103.76	.00	11,601.36	2,388.64	83
5105	Salaries - Overtime/FLSA	.00	26.00	26.00	.00	.00	26.16	(.16)	101
5106.100	Incentives & Admin Leave Administrative Leave	13,259.00	1,212.00	14,471.00	.00	.00	.00	14,471.00	0
5106.101	Incentives & Admin Leave School Incentive	7,050.00	.00	7,050.00	675.00	.00	6,750.00	300.00	96
5109.100	Allowances Uniform Allowance	1,895.00	426.00	2,321.00	196.66	.00	1,966.60	354.40	85
5111	Medicare	5,576.00	95.00	5,671.00	388.32	.00	3,987.49	1,683.51	70
5112.101	Retirement Contribution PERS	83,693.00	14,439.00	98,132.00	7,599.95	.00	77,476.26	20,655.74	79
5113	Worker's Compensation	26,147.00	(518.00)	25,629.00	6,314.94	.00	25,628.18	.82	100
5114.101	Health Insurance Medical	39,350.00	2,620.00	41,970.00	3,122.88	.00	31,229.36	10,740.64	74
5114.102	Health Insurance Dental	.00	.00	.00	271.68	.00	2,621.70	(2,621.70)	+++



Budget Performance Report

Date Range 07/01/14 - 04/30/15

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd
Fund 1010 - General Fund									
EXPENSE									
Department 30 - Police									
Program 4510 - Police Administration									
5114.103	Health Insurance Vision	.00	.00	.00	34.86	.00	348.60	(348.60)	+++
5115	Unemployment Compensation	.00	.00	.00	171.39	.00	1,928.39	(1,928.39)	+++
5116.101	Life and Disability Insurance Life & Disab.	2,628.00	406.00	3,034.00	78.86	.00	788.60	2,245.40	26
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	202.97	.00	1,261.12	(1,261.12)	+++
5119.100	Retiree Costs Medical Insurance	52,077.00	1,435.00	53,512.00	741.23	.00	41,295.53	12,216.47	77
5119.120	Retiree Costs PERS 1959 Survivor Benefits	1,200.00	.00	1,200.00	.00	.00	240.00	960.00	20
5122	Accrual Bank Payoff	24,700.00	.00	24,700.00	.00	.00	.00	24,700.00	0
5201.100	Office Supplies General	2,862.00	.00	2,862.00	45.55	141.10	1,628.70	1,092.20	62
5202.100	Operating Supplies General	7,176.00	(300.00)	6,876.00	89.61	667.84	3,805.12	2,403.04	65
5203.100	Repairs and Maint Supplies General	2,070.00	.00	2,070.00	.00	401.37	736.49	932.14	55
5204	Subscriptions and Code Books	85.00	.00	85.00	.00	.00	84.86	.14	100
5210.100	Postage General	2,200.00	.00	2,200.00	.00	101.09	1,417.16	681.75	69
5211.135	Utilities Water and Sewer	800.00	60.00	860.00	.00	.00	639.12	220.88	74
5211.137	Utilities Electric and Gas	25,000.00	.00	25,000.00	.00	.00	19,440.77	5,559.23	78
5211.139	Utilities Propane	2,100.00	(600.00)	1,500.00	295.87	.00	514.90	985.10	34
5213.100	Professional/Contract Services General	34,308.00	4,850.00	39,158.00	.00	32.00	21,699.26	17,426.74	55
5214.100	Repair and Maint Service General	36,454.00	1,500.00	37,954.00	1,963.27	(1,358.62)	23,915.31	15,397.31	59
5215.100	Rents and Leases Miscellaneous	417.00	.00	417.00	103.86	.00	416.44	.56	100
5216.100	Communications General Services	6,400.00	(900.00)	5,500.00	.00	.00	3,749.85	1,750.15	68
5218.100	Advertising General	110.00	.00	110.00	.00	.00	.00	110.00	0
5219.100	Printing General	1,700.00	.00	1,700.00	.00	40.00	1,477.53	182.47	89
5220.100	Employee Development General	1,080.00	.00	1,080.00	.00	.00	1,262.50	(182.50)	117
5223.105	Meals and Refreshments Emergencies and Meetings	500.00	.00	500.00	.00	10.99	384.00	105.01	79
5225	Bank Fees and Charges	1,400.00	(890.00)	510.00	.00	.00	336.20	173.80	66
5501	Debt Service Payment - Principal	3,631.00	318.00	3,949.00	302.56	.00	3,237.48	711.52	82
Program 4510 - Police Administration Totals		\$723,529.00	\$25,330.00	\$748,859.00	\$49,191.65	\$35.77	\$551,997.21	\$196,826.02	74%
Program 4520 - Police Operations									
5101	Salaries - Permanent	1,084,654.00	(39,324.00)	1,045,330.00	72,409.68	.00	751,409.46	293,920.54	72
5103.102	Differential Pay Out of Class	.00	.00	.00	265.46	.00	3,487.10	(3,487.10)	+++
5103.105	Differential Pay Swing/Graveyard Shift	.00	.00	.00	2,256.07	.00	24,130.02	(24,130.02)	+++
5103.108	Differential Pay Canine Maintenance	.00	.00	.00	251.92	.00	2,581.12	(2,581.12)	+++
5104	Wages - PS Holiday Pay	52,551.00	(2,664.00)	49,887.00	3,625.22	.00	42,374.99	7,512.01	85
5105	Salaries - Overtime/FLSA	220,000.00	12,851.00	232,851.00	11,562.48	.00	187,704.03	45,146.97	81
5106.101	Incentives & Admin Leave School Incentive	42,580.00	(3,174.00)	39,406.00	3,219.92	.00	33,667.98	5,738.02	85
5106.103	Incentives & Admin Leave Team Pay	.00	.00	.00	278.42	.00	3,686.20	(3,686.20)	+++
5106.200	Incentives & Admin Leave Gym Reimbursement	1,000.00	(105.00)	895.00	.00	.00	360.00	535.00	40



Budget Performance Report

Date Range 07/01/14 - 04/30/15
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd
Fund 1010 - General Fund									
EXPENSE									
Department 30 - Police									
Program 4520 - Police Operations									
5106.205	Incentives & Admin Leave PS Recruitment Incentive	.00	.00	.00	.00	.00	9,300.00	(9,300.00)	+++
5109.100	Allowances Uniform Allowance	17,035.00	2,740.00	19,775.00	1,245.18	.00	15,351.25	4,423.75	78
5111	Medicare	20,668.00	(524.00)	20,144.00	1,299.51	.00	14,704.50	5,439.50	73
5112.101	Retirement Contribution PERS	299,862.00	(14,589.00)	285,273.00	21,066.36	.00	224,025.99	61,247.01	79
5113	Worker's Compensation	104,539.00	(2,075.00)	102,464.00	25,247.91	.00	102,464.66	(.66)	100
5114.101	Health Insurance Medical	271,809.00	(8,668.00)	263,141.00	19,579.72	.00	202,809.05	60,331.95	77
5114.102	Health Insurance Dental	.00	.00	.00	2,186.00	.00	20,414.36	(20,414.36)	+++
5114.103	Health Insurance Vision	.00	.00	.00	201.04	.00	1,918.08	(1,918.08)	+++
5115	Unemployment Compensation	5,000.00	(1,800.00)	3,200.00	573.58	.00	6,969.58	(3,769.58)	218
5116.101	Life and Disability Insurance Life & Disab.	12,790.00	(589.00)	12,201.00	323.00	.00	3,135.00	9,066.00	26
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	580.30	.00	4,621.47	(4,621.47)	+++
5119.100	Retiree Costs Medical Insurance	129,644.00	337.00	129,981.00	331.21	.00	92,230.21	37,750.79	71
5122	Accrual Bank Payoff	7,557.00	3,610.00	11,167.00	.00	.00	11,166.71	.29	100
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(135,724.00)	74,999.00	(60,725.00)	.00	.00	(32,055.89)	(28,669.11)	53
5202.100	Operating Supplies General	9,350.00	.00	9,350.00	.00	3,231.99	3,337.65	2,780.36	70
5209.101	Auto Fuel Expense Town Vehicles	68,000.00	(8,000.00)	60,000.00	2,761.96	96.74	41,459.45	18,443.81	69
5213.100	Professional/Contract Services General	9,900.00	.00	9,900.00	27.68	155.71	9,788.64	(44.35)	100
5216.100	Communications General Services	6,900.00	.00	6,900.00	.00	.00	4,615.78	2,284.22	67
5218.100	Advertising General	500.00	.00	500.00	.00	.00	65.37	434.63	13
5220.100	Employee Development General	11,150.00	.00	11,150.00	462.00	1,350.21	6,928.03	2,871.76	74
5220.110	Employee Development Education Reimb MOU	550.00	.00	550.00	.00	.00	.00	550.00	0
5220.120	Employee Development PD Cadet Tuition Reimb Program	.00	2,382.00	2,382.00	.00	.00	2,381.76	.24	100
Program 4520 - Police Operations Totals		\$2,240,315.00	\$15,407.00	\$2,255,722.00	\$169,754.62	\$4,834.65	\$1,795,032.55	\$455,854.80	80%
Program 4530 - Public Safety Communications									
5101	Salaries - Permanent	298,609.00	(34,334.00)	264,275.00	19,425.60	.00	193,582.83	70,692.17	73
5102	Salaries - Temporary	75,158.00	.00	75,158.00	3,541.15	.00	51,139.43	24,018.57	68
5103.102	Differential Pay Out of Class	.00	.00	.00	.00	.00	1,977.21	(1,977.21)	+++
5103.105	Differential Pay Swing/Graveyard Shift	.00	.00	.00	686.02	.00	7,142.63	(7,142.63)	+++
5104	Wages - PS Holiday Pay	12,576.00	.00	12,576.00	898.16	.00	9,659.79	2,916.21	77
5105	Salaries - Overtime/FLSA	75,000.00	.00	75,000.00	3,330.16	.00	33,802.90	41,197.10	45
5106.101	Incentives & Admin Leave School Incentive	8,739.00	378.00	9,117.00	729.12	.00	7,163.38	1,953.62	79
5106.200	Incentives & Admin Leave Gym Reimbursement	.00	180.00	180.00	90.00	.00	270.00	(90.00)	150
5106.205	Incentives & Admin Leave PS Recruitment Incentive	.00	1,000.00	1,000.00	.00	.00	500.00	500.00	50
5109.100	Allowances Uniform Allowance	5,058.00	1,246.00	6,304.00	397.88	.00	5,253.14	1,050.86	83
5111	Medicare	6,882.00	(564.00)	6,318.00	419.14	.00	4,465.54	1,852.46	71



Budget Performance Report

Date Range 07/01/14 - 04/30/15

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd
Fund 1010 - General Fund									
EXPENSE									
Department 30 - Police									
Program 4530 - Public Safety Communications									
5112.101	Retirement Contribution PERS	31,210.00	(1,896.00)	29,314.00	2,028.31	.00	23,423.70	5,890.30	80
5113	Worker's Compensation	19,144.00	(380.00)	18,764.00	4,623.60	.00	18,764.14	(.14)	100
5114.101	Health Insurance Medical	82,900.00	(10,029.00)	72,871.00	5,203.20	.00	51,024.64	21,846.36	70
5114.102	Health Insurance Dental	.00	.00	.00	478.48	.00	4,615.20	(4,615.20)	+++
5114.103	Health Insurance Vision	.00	.00	.00	38.20	.00	382.00	(382.00)	+++
5115	Unemployment Compensation	3,000.00	(1,000.00)	2,000.00	185.03	.00	2,056.27	(56.27)	103
5116.101	Life and Disability Insurance Life & Disab.	3,997.00	(165.00)	3,832.00	122.56	.00	1,168.60	2,663.40	30
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	154.67	.00	1,178.49	(1,178.49)	+++
5119.100	Retiree Costs Medical Insurance	73,232.00	5,218.00	78,450.00	170.85	.00	51,985.66	26,464.34	66
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(50,000.00)	.00	(50,000.00)	.00	.00	(37,502.00)	(12,498.00)	75
5202.100	Operating Supplies General	1,400.00	100.00	1,500.00	.00	.00	1,193.10	306.90	80
5204	Subscriptions and Code Books	150.00	.00	150.00	.00	.00	144.00	6.00	96
5213.100	Professional/Contract Services General	6,000.00	(3,000.00)	3,000.00	.00	.00	2,327.25	672.75	78
5214.100	Repair and Maint Service General	33,564.00	.00	33,564.00	.00	.00	.00	33,564.00	0
5216.100	Communications General Services	24,000.00	(2,000.00)	22,000.00	1,696.85	.00	17,587.95	4,412.05	80
5218.100	Advertising General	110.00	.00	110.00	.00	.00	66.53	43.47	60
5220.100	Employee Development General	1,480.00	5,074.00	6,554.00	1,279.00	577.85	3,667.72	2,308.43	65
5304	Furniture & Equipment	970.00	(74.00)	896.00	203.99	.00	896.36	(.36)	100
5501	Debt Service Payment - Principal	66,640.00	(539.00)	66,101.00	468.14	.00	64,725.74	1,375.26	98
Program 4530 - Public Safety Communications Totals		\$779,819.00	(\$40,785.00)	\$739,034.00	\$46,170.11	\$577.85	\$522,662.20	\$215,793.95	71%
Program 4550 - Fleet Management									
5101	Salaries - Permanent	70,907.00	.00	70,907.00	5,454.40	.00	52,906.48	18,000.52	75
5106.100	Incentives & Admin Leave Administrative Leave	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0
5109.100	Allowances Uniform Allowance	500.00	.00	500.00	41.66	.00	416.60	83.40	83
5109.102	Allowances Tool Allowance	1,000.00	.00	1,000.00	.00	.00	1,000.00	.00	100
5111	Medicare	1,093.00	(108.00)	985.00	66.08	.00	657.29	327.71	67
5112.101	Retirement Contribution PERS	8,928.00	(490.00)	8,438.00	692.00	.00	6,717.03	1,720.97	80
5113	Worker's Compensation	2,505.00	(49.00)	2,456.00	605.00	.00	2,455.30	.70	100
5114.101	Health Insurance Medical	15,523.00	(17.00)	15,506.00	1,127.70	.00	11,277.31	4,228.69	73
5114.102	Health Insurance Dental	.00	.00	.00	158.04	.00	1,525.10	(1,525.10)	+++
5114.103	Health Insurance Vision	.00	.00	.00	14.22	.00	142.20	(142.20)	+++
5115	Unemployment Compensation	.00	.00	.00	29.16	.00	319.38	(319.38)	+++
5116.101	Life and Disability Insurance Life & Disab.	811.00	(26.00)	785.00	19.00	.00	190.00	595.00	24
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	43.54	.00	336.72	(336.72)	+++
5119.100	Retiree Costs Medical Insurance	7,306.00	1,238.00	8,544.00	.00	.00	5,822.89	2,721.11	68
5202.100	Operating Supplies General	200.00	.00	200.00	.00	.00	129.46	70.54	65



Budget Performance Report

Date Range 07/01/14 - 04/30/15

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd
Fund 1010 - General Fund									
EXPENSE									
Department 30 - Police									
Program 4550 - Fleet Management									
5203.100	Repairs and Maint Supplies General	40,200.00	6,000.00	46,200.00	4,197.62	29.14	55,334.65	(9,163.79)	120
5209.101	Auto Fuel Expense Town Vehicles	850.00	.00	850.00	26.10	.00	539.54	310.46	63
5210.100	Postage General	50.00	.00	50.00	.00	.00	10.43	39.57	21
5213.100	Professional/Contract Services General	3,000.00	.00	3,000.00	60.00	.00	2,623.75	376.25	87
5214.100	Repair and Maint Service General	24,800.00	21,200.00	46,000.00	3,321.10	(8,623.34)	29,680.62	24,942.72	46
5216.100	Communications General Services	900.00	.00	900.00	75.00	.00	593.98	306.02	66
5220.100	Employee Development General	1,500.00	(1,280.00)	220.00	.00	.00	.00	220.00	0
5303	Improvements	750.00	.00	750.00	.00	.00	.00	750.00	0
5501	Debt Service Payment - Principal	4,172.00	.00	4,172.00	.00	.00	4,179.56	(7.56)	100
Program 4550 - Fleet Management Totals		\$187,995.00	\$26,468.00	\$214,463.00	\$15,930.62	(\$8,594.20)	\$176,858.29	\$46,198.91	78%
Department 30 - Police Totals		\$3,931,658.00	\$26,420.00	\$3,958,078.00	\$281,047.00	(\$3,145.93)	\$3,046,550.25	\$914,673.68	77%
Department 35 - Fire									
Program 0000 - Non Program Activity									
5280.100	Bad Debt Write Off Expense	.00	5,915.00	5,915.00	.00	.00	5,914.56	.44	100
Program 0000 - Non Program Activity Totals		\$0.00	\$5,915.00	\$5,915.00	\$0.00	\$0.00	\$5,914.56	\$0.44	100%
Program 4610 - Fire - Administrative									
5101	Salaries - Permanent	35,190.00	298.00	35,488.00	1,819.20	.00	18,999.06	16,488.94	54
5102	Salaries - Temporary	.00	.00	.00	932.40	.00	9,522.36	(9,522.36)	+++
5106.200	Incentives & Admin Leave Gym Reimbursement	90.00	.00	90.00	.00	.00	.00	90.00	0
5111	Medicare	510.00	27.00	537.00	43.67	.00	451.31	85.69	84
5112.101	Retirement Contribution PERS	3,693.00	17.00	3,710.00	229.06	.00	2,392.00	1,318.00	64
5112.102	Retirement Contribution Social Security	.00	.00	.00	57.81	.00	591.07	(591.07)	+++
5113	Worker's Compensation	630.00	(13.00)	617.00	152.16	.00	617.52	(.52)	100
5114.101	Health Insurance Medical	3,123.00	.00	3,123.00	260.24	.00	2,602.40	520.60	83
5115	Unemployment Compensation	.00	.00	.00	19.28	.00	208.28	(208.28)	+++
5116.101	Life and Disability Insurance Life & Disab.	334.00	7.00	341.00	11.40	.00	114.00	227.00	33
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	14.52	.00	113.54	(113.54)	+++
5119.100	Retiree Costs Medical Insurance	60,131.00	8,277.00	68,408.00	424.55	.00	47,096.53	21,311.47	69
5201.100	Office Supplies General	1,000.00	(200.00)	800.00	.00	.00	1,037.82	(237.82)	130
5202.100	Operating Supplies General	3,180.00	(500.00)	2,680.00	5.66	.00	430.27	2,249.73	16
5203.100	Repairs and Maint Supplies General	3,000.00	1,500.00	4,500.00	123.14	.00	4,819.74	(319.74)	107
5210.100	Postage General	345.00	.00	345.00	48.75	.00	203.93	141.07	59
5211.135	Utilities Water and Sewer	2,784.00	(1,179.00)	1,605.00	.00	.00	1,661.35	(56.35)	104
5211.137	Utilities Electric and Gas	19,200.00	.00	19,200.00	.00	.00	16,777.95	2,422.05	87
5211.139	Utilities Propane	505.00	200.00	705.00	28.37	.00	322.99	382.01	46
5213.100	Professional/Contract Services General	5,010.00	.00	5,010.00	.00	.00	4,114.00	896.00	82



Budget Performance Report

Date Range 07/01/14 - 04/30/15

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd
Fund 1010 - General Fund									
EXPENSE									
Department 35 - Fire									
Program 4610 - Fire - Administrative									
5214.100	Repair and Maint Service General	15,004.00	.00	15,004.00	86.00	.00	7,193.99	7,810.01	48
5215.106	Rents and Leases Copiers	6,876.00	233.00	7,109.00	599.86	.00	5,909.32	1,199.68	83
5216.100	Communications General Services	11,760.00	.00	11,760.00	837.89	.00	9,136.21	2,623.79	78
5219.100	Printing General	300.00	.00	300.00	.00	.00	.00	300.00	0
5223.105	Meals and Refreshments Emergencies and Meetings	.00	.00	.00	.00	.00	87.20	(87.20)	+++
5303	Improvements	1,500.00	68,348.00	69,848.00	.00	.00	66,863.37	2,984.63	96
5304	Furniture & Equipment	.00	540.00	540.00	.00	.00	536.43	3.57	99
5501	Debt Service Payment - Principal	1,370.00	(493.00)	877.00	.00	.00	478.96	398.04	55
Program 4610 - Fire - Administrative Totals		\$175,535.00	\$77,062.00	\$252,597.00	\$5,693.96	\$0.00	\$202,281.60	\$50,315.40	80%
Program 4615 - Fire - EOC									
5202.100	Operating Supplies General	50.00	69.00	119.00	.00	.00	119.31	(.31)	100
5203.100	Repairs and Maint Supplies General	.00	.00	.00	.00	.00	185.87	(185.87)	+++
5213.100	Professional/Contract Services General	120.00	.00	120.00	.00	.00	.00	120.00	0
5214.100	Repair and Maint Service General	5,260.00	.00	5,260.00	.00	.00	.00	5,260.00	0
5216.100	Communications General Services	4,037.00	.00	4,037.00	342.93	.00	3,625.71	411.29	90
Program 4615 - Fire - EOC Totals		\$9,467.00	\$69.00	\$9,536.00	\$342.93	\$0.00	\$3,930.89	\$5,605.11	41%
Program 4630 - Fire - Suppression									
5119.100	Retiree Costs Medical Insurance	196,967.00	13,278.00	210,245.00	.00	.00	148,839.77	61,405.23	71
5202.100	Operating Supplies General	23,012.00	(4,000.00)	19,012.00	215.16	(1,447.63)	8,033.42	12,426.21	35
5203.100	Repairs and Maint Supplies General	8,030.00	(2,500.00)	5,530.00	37.72	.00	1,262.65	4,267.35	23
5209.101	Auto Fuel Expense Town Vehicles	29,400.00	(2,400.00)	27,000.00	1,548.02	.00	19,610.48	7,389.52	73
5213.100	Professional/Contract Services General	2,816,437.00	.00	2,816,437.00	653,346.11	.00	2,642,027.07	174,409.93	94
5214.100	Repair and Maint Service General	16,300.00	(3,000.00)	13,300.00	.00	.00	7,255.94	6,044.06	55
5220.100	Employee Development General	.00	.00	.00	.00	.00	520.00	(520.00)	+++
5269.135	Emergency Incident Costs Fire Related	2,000.00	(500.00)	1,500.00	.00	.00	187.19	1,312.81	12
5304	Furniture & Equipment	36,852.00	.00	36,852.00	13,850.85	.00	23,196.86	13,655.14	63
5501	Debt Service Payment - Principal	114,265.00	.00	114,265.00	.00	.00	114,264.53	.47	100
Program 4630 - Fire - Suppression Totals		\$3,243,263.00	\$878.00	\$3,244,141.00	\$668,997.86	(\$1,447.63)	\$2,965,197.91	\$280,390.72	91%
Program 4640 - Fire - Volunteer Program									
5118	Volunteer Benefits	12,391.00	(4,249.00)	8,142.00	518.28	.00	5,883.35	2,258.65	72
5202.100	Operating Supplies General	4,740.00	.00	4,740.00	85.99	.00	318.03	4,421.97	7
5213.100	Professional/Contract Services General	12,100.00	(7,100.00)	5,000.00	.00	.00	3,541.00	1,459.00	71
5220.100	Employee Development General	1,010.00	.00	1,010.00	.00	.00	65.00	945.00	6
5223.105	Meals and Refreshments Emergencies and Meetings	.00	.00	.00	.00	.00	35.00	(35.00)	+++
Program 4640 - Fire - Volunteer Program Totals		\$30,241.00	(\$11,349.00)	\$18,892.00	\$604.27	\$0.00	\$9,842.38	\$9,049.62	52%
Department 35 - Fire Totals		\$3,458,506.00	\$72,575.00	\$3,531,081.00	\$675,639.02	(\$1,447.63)	\$3,187,167.34	\$345,361.29	90%



Budget Performance Report

Date Range 07/01/14 - 04/30/15

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd
Fund 1010 - General Fund									
EXPENSE									
Department 40 - Community Development									
Program 4720 - CDD Planning									
5101	Salaries - Permanent	74,256.00	(6,100.00)	68,156.00	2,612.86	.00	45,188.50	22,967.50	66
5102	Salaries - Temporary	.00	.00	.00	1,914.96	.00	4,999.18	(4,999.18)	+++
5106.100	Incentives & Admin Leave Administrative Leave	1,472.00	.00	1,472.00	.00	.00	.00	1,472.00	0
5106.200	Incentives & Admin Leave Gym Reimbursement	58.00	.00	58.00	14.40	.00	18.00	40.00	31
5107	Car Allowance/Mileage	600.00	.00	600.00	50.00	.00	500.00	100.00	83
5109.101	Allowances Boot Allowance	.00	300.00	300.00	.00	.00	300.00	.00	100
5111	Medicare	1,107.00	(87.00)	1,020.00	61.84	.00	658.55	361.45	65
5112.101	Retirement Contribution PERS	6,795.00	(644.00)	6,151.00	328.98	.00	4,249.72	1,901.28	69
5113	Worker's Compensation	1,742.00	(34.00)	1,708.00	420.72	.00	1,707.42	.58	100
5114.101	Health Insurance Medical	10,929.00	.00	10,929.00	420.72	.00	11,950.83	(1,021.83)	109
5114.102	Health Insurance Dental	.00	.00	.00	52.50	.00	1,406.70	(1,406.70)	+++
5114.103	Health Insurance Vision	.00	.00	.00	5.22	.00	129.84	(129.84)	+++
5115	Unemployment Compensation	.00	.00	.00	27.28	.00	411.30	(411.30)	+++
5116.101	Life and Disability Insurance Life & Disab.	867.00	.00	867.00	10.16	.00	214.61	652.39	25
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	20.86	.00	143.56	(143.56)	+++
5119.100	Retiree Costs Medical Insurance	15,681.00	202.00	15,883.00	.00	.00	10,962.70	4,920.30	69
5201.100	Office Supplies General	50.00	.00	50.00	9.03	.00	67.97	(17.97)	136
5202.100	Operating Supplies General	250.00	.00	250.00	15.37	.00	173.22	76.78	69
5209.101	Auto Fuel Expense Town Vehicles	800.00	.00	800.00	29.90	.00	667.10	132.90	83
5210.100	Postage General	600.00	.00	600.00	.00	.00	473.43	126.57	79
5213.100	Professional/Contract Services General	500.00	.00	500.00	.00	.00	32.00	468.00	6
5214.100	Repair and Maint Service General	7,125.00	(1.00)	7,124.00	.00	.00	7,124.44	(.44)	100
5218.100	Advertising General	900.00	.00	900.00	83.24	.00	523.59	376.41	58
Program 4720 - CDD Planning Totals		\$123,732.00	(\$6,364.00)	\$117,368.00	\$6,078.04	\$0.00	\$91,902.66	\$25,465.34	78%
Program 4780 - CDD - Waste Management									
5101	Salaries - Permanent	30,567.00	.00	30,567.00	2,351.06	.00	25,607.20	4,959.80	84
5106.100	Incentives & Admin Leave Administrative Leave	1,001.00	.00	1,001.00	.00	.00	.00	1,001.00	0
5106.200	Incentives & Admin Leave Gym Reimbursement	90.00	.00	90.00	22.50	.00	72.90	17.10	81
5107	Car Allowance/Mileage	408.00	.00	408.00	34.00	.00	340.00	68.00	83
5111	Medicare	464.00	.00	464.00	30.75	.00	338.15	125.85	73
5112.101	Retirement Contribution PERS	3,849.00	.00	3,849.00	296.04	.00	3,224.76	624.24	84
5113	Worker's Compensation	287.00	(6.00)	281.00	69.32	.00	281.32	(.32)	100
5114.101	Health Insurance Medical	5,551.00	.00	5,551.00	408.56	.00	4,237.39	1,313.61	76
5114.102	Health Insurance Dental	.00	.00	.00	48.48	.00	482.55	(482.55)	+++
5114.103	Health Insurance Vision	.00	.00	.00	5.00	.00	51.76	(51.76)	+++
5115	Unemployment Compensation	.00	.00	.00	13.57	.00	134.02	(134.02)	+++



Budget Performance Report

Date Range 07/01/14 - 04/30/15
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd
Fund 1010 - General Fund									
EXPENSE									
Department 40 - Community Development									
Program 4780 - CDD - Waste Management									
5116.101	Life and Disability Insurance Life & Disab.	316.00	9.00	325.00	9.60	.00	99.34	225.66	31
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	18.76	.00	167.95	(167.95)	+++
5211.135	Utilities Water and Sewer	2,300.00	.00	2,300.00	.00	.00	1,519.76	780.24	66
Program 4780 - CDD - Waste Management Totals		\$44,833.00	\$3.00	\$44,836.00	\$3,307.64	\$0.00	\$36,557.10	\$8,278.90	82%
Department 40 - Community Development Totals		\$168,565.00	(\$6,361.00)	\$162,204.00	\$9,385.68	\$0.00	\$128,459.76	\$33,744.24	79%
Department 45 - Public Works									
Program 4740 - Public Works - Engineering									
5119.100	Retiree Costs Medical Insurance	11,070.00	789.00	11,859.00	.00	.00	8,726.72	3,132.28	74
5199.130	Other Payroll Expenses Interfund Payroll Transfers	.00	.00	.00	.00	.00	3,366.78	(3,366.78)	+++
5210.100	Postage General	100.00	100.00	200.00	.00	.00	129.88	70.12	65
5213.100	Professional/Contract Services General	2,500.00	1,500.00	4,000.00	150.00	.00	2,339.00	1,661.00	58
5214.100	Repair and Maint Service General	4,021.00	.00	4,021.00	.00	.00	3,780.93	240.07	94
5220.100	Employee Development General	125.00	(9.00)	116.00	.00	.00	116.00	.00	100
Program 4740 - Public Works - Engineering Totals		\$17,816.00	\$2,380.00	\$20,196.00	\$150.00	\$0.00	\$18,459.31	\$1,736.69	91%
Program 4745 - Paradise Community Park									
5202.100	Operating Supplies General	2,800.00	.00	2,800.00	659.94	.00	2,159.20	640.80	77
5203.100	Repairs and Maint Supplies General	1,650.00	.00	1,650.00	.00	.00	518.17	1,131.83	31
5211.135	Utilities Water and Sewer	2,600.00	1,200.00	3,800.00	.00	.00	2,042.03	1,757.97	54
5211.137	Utilities Electric and Gas	3,000.00	.00	3,000.00	.00	.00	2,721.46	278.54	91
5214.100	Repair and Maint Service General	1,140.00	.00	1,140.00	300.00	.00	380.00	760.00	33
5216.100	Communications General Services	190.00	10.00	200.00	17.01	.00	168.15	31.85	84
5304	Furniture & Equipment	900.00	(450.00)	450.00	.00	.00	.00	450.00	0
Program 4745 - Paradise Community Park Totals		\$12,280.00	\$760.00	\$13,040.00	\$976.95	\$0.00	\$7,989.01	\$5,050.99	61%
Program 4747 - Public Facilities									
5203.100	Repairs and Maint Supplies General	352.00	.00	352.00	.00	.00	220.84	131.16	63
5211.135	Utilities Water and Sewer	4,300.00	700.00	5,000.00	.00	.00	3,364.52	1,635.48	67
5214.100	Repair and Maint Service General	740.00	.00	740.00	.00	.00	200.00	540.00	27
Program 4747 - Public Facilities Totals		\$5,392.00	\$700.00	\$6,092.00	\$0.00	\$0.00	\$3,785.36	\$2,306.64	62%
Department 45 - Public Works Totals		\$35,488.00	\$3,840.00	\$39,328.00	\$1,126.95	\$0.00	\$30,233.68	\$9,094.32	77%
EXPENSE TOTALS		\$10,036,524.00	\$156,539.00	\$10,193,063.00	\$1,048,817.32	(\$4,593.56)	\$7,656,590.67	\$2,541,065.89	75%
Fund 1010 - General Fund Totals									
REVENUE TOTALS		10,036,524.00	518,712.00	10,555,236.00	496,130.73	.00	6,208,858.28	4,346,377.72	59
EXPENSE TOTALS		10,036,524.00	156,539.00	10,193,063.00	1,048,817.32	(4,593.56)	7,656,590.67	2,541,065.89	75
Fund 1010 - General Fund Totals		\$0.00	\$362,173.00	\$362,173.00	(\$552,686.59)	\$4,593.56	(\$1,447,732.39)	\$1,805,311.83	



Budget Performance Report

Date Range 07/01/14 - 04/30/15
Exclude Rollup Account

Grand Totals								
REVENUE TOTALS	10,036,524.00	518,712.00	10,555,236.00	496,130.73	.00	6,208,858.28	4,346,377.72	59
EXPENSE TOTALS	10,036,524.00	156,539.00	10,193,063.00	1,048,817.32	(4,593.56)	7,656,590.67	2,541,065.89	75
Grand Totals	\$0.00	\$362,173.00	\$362,173.00	(\$552,686.59)	\$4,593.56	(\$1,447,732.39)	\$1,805,311.83	



**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: May 12, 2015**

AGENDA ITEM No. 10(b)1

ORIGINATED BY: Crystal Peters, Human Resources & Risk Manager
Gina Will, Finance Director/Town Treasurer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: 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 Police Management and Mid-Management Association relating to employment covering the period from July 1, 2015 to June 30, 2016.

RECOMMENDATION:

1. Adopt Resolution 15-____, approving the Memorandum of Understanding between the Town of Paradise and the Town of Paradise Police Management and Mid-Management Association authorizing the Town Manager to execute the Memorandum of Understanding on behalf of the Town of Paradise effective July 1, 2015, or
2. Refer back to staff for further development.

BACKGROUND:

For the past six years, the Town Council and the employee groups have worked together in the collective bargaining process to achieve budget savings, unfunded liability savings, and benefit reform. Many of those give-backs and concessions were permanent in nature, thereby reducing the Town's unfunded liability and future personnel costs.

Over time, some issues have been exacerbated, such as the compensation compaction issue within the police personnel structure. Before adjustments made through this agreement, lieutenants with added job responsibilities were bringing home less take home pay than sergeants. This year, direction was given to the Town negotiators to address this well-know internal compaction issue within the police personnel structure, to encourage internal job applicants to step forward for promotional opportunities, as well as to incentivize external applicants. We know that within the next three years the Town will have 100% turnover in the top three Police Administration positions due to planned retirements and it is prudent to begin strategically thinking about the Town's succession plan.

Highlight of agreement changes to existing Paradise Police Mid-Management contract:

1. Move Police Chief position recognition from the Management Group to the Police Mid-Management Association at the request of the Police Chief.
2. Rename Group from Police Mid-Management to Police Management and Mid-Management.
3. Add Gym Reimbursement provision consistent with other groups.
4. Educational Incentive for Lt's & Chief , add provision for 2.5% Intermediate POST Certificate and 2.5% Advanced POST Certificate.
5. a) Increase Longevity for the position of Police Lt. from 5% max to 7.5% max, and change to 5% at 10 years. b) In lieu of Town of Paradise years of service, possession of certain POST Certificates will be eligible for longevity compensation as follows: <ul style="list-style-type: none">• For Police Lt's only: 2.5 % for POST Supervisor Certificate 2.5% for POST Management Certificate• For Police Chief only: 2.5% for POST Executive Certificate• For all positions: a maximum combined longevity pay of 7.5%, whether recognizing years of service, certifications, or a combination thereof.
6. Increase Administrative Leave from 80 to 120 hours for two Police Lieutenant's.
7. Increase Chief's uniform allowance to be consistent with Lt's and other sworn officers.
8. Restoration of Administrative Leave concessions for New Hires —restores the concession related to Administrative Leave for employees hired after November, 2011, removing the "use it or lose it" provision.

FINANCIAL IMPACT:

Full Fiscal year FY15/16 budget impact to General Fund: \$42,813

TOWN OF PARADISE

Resolution No. 15- ____

**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 POLICE MANAGEMENT AND MID-
MANAGEMENT ASSOCIATION RELATING TO EMPLOYMENT COVERING THE
PERIOD FROM
JULY 1, 2015 TO JUNE 30, 2016**

WHEREAS, Resolution No. 81-23 establishes procedures for Employee-Employer relations;
and

WHEREAS, the Meyers-Millias-Brown Act of the State of California, commencing with
Government Code Section 3500, requires certain procedures to be followed regarding
Employee-Employer relations; and

WHEREAS, the Town Council has directed the Town Manager to meet and confer in good faith
with members of the Town of Paradise Police Management & Mid-Management Association,
and they have so met.

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

Section 1. That the attached Memorandum of Understanding (MOU) between the Town of
Paradise and the Town of Paradise Police Management and Mid-Management Association is
approved for execution by the Town Manager.

Section 2. Furthermore, the Town Manager is hereby authorized to make appropriate
adjustments to the Town's annual budget, including implementation of necessary administrative
changes as may be required, to implement the terms and conditions set forth in the MOU.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 12th day of May,
2015.

AYES:

NOES:

ABSENT:

NOT VOTING:

Greg Bolin, Mayor

ATTEST:

By: _____
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF PARADISE
AND
THE TOWN OF PARADISE POLICE MANAGEMENT
AND MID-MANAGEMENT ASSOCIATION**



JULY 1, 2015 THROUGH JUNE 30, 2016

ADOPTED BY TOWN COUNCIL May 12, 2015

RESOLUTION NO. 15-

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Article I. OPENING

Section 1.01 PREAMBLE

Memorandum of Understanding between The Town Of Paradise and The Town Of Paradise Police Management and Mid-Management Association July 1, 2015 through June 30, 2016.

This Memorandum of Understanding, hereinafter referred to as the "Memorandum" has been prepared pursuant to the terms of Resolution No. 81-23 of the Town of Paradise, hereinafter referred to as the "Town," and the Town of Paradise Police Management and Mid-Management Association, hereinafter referred to as the "Association."

It is agreed that this Memorandum is of no force and effect until ratified and approved by a resolution duly adopted by the Town Council of the Town of Paradise; however, it is agreed that the agreements contained herein are within the authority held by the representatives of the Town and of the Association.

Section 1.02 NONDISCRIMINATION

It is the policy of the Town and the Association not to discriminate against any employee because of race, creed, or religion, physical or mental handicap, sex, color, age, national origin, or veteran's status as defined under any Act of Congress.

Section 1.03 RECOGNITION

For the purpose of bargaining with respect to wages, hours of employment, and other conditions of employment, Town recognizes Association as the sole and exclusive representative of all permanent full-time and permanent part-time employees employed by the Town within the Town of Paradise Police Management and Mid-Management Association "Bargaining Unit." The employees are those assigned to classifications listed below:

Police Chief
Police Lieutenant

Section 1.04 TOWN ASSOCIATION RELATIONS

This Memorandum is intended to promote, and shall be so construed and interpreted as to carry out the following general purposes. The Town and Association agree to promote harmonious relations between the parties and other employee groups; establish and maintain an orderly bargaining procedure; work to provide the best possible service to the general public; prompt and fair disposition of all grievances and disputes; and adhere to this Memorandum.

Section 1.05 MANAGEMENT RIGHTS

The Town retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Memorandum, and in addition, shall retain the following Management Rights not in conflict with this Memorandum of Understanding.

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or

operational reasons; to direct the work forces; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the Town by any law regulating, authorizing or empowering the Town to act or refrain from acting.

Section 1.06 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum, the following authorized agents have been designated:

- A. Town's principal authorized agent shall be the Town Manager.
- B. Association's principal authorized agent shall be the president of the Association.

Section 1.07 MEMBERSHIP LIST

- A. On or before January 31st of each year, Town shall furnish Association with a list showing the name, employment date, and classification of each employee in this Bargaining Unit.
- B. Upon ten (10) calendar days after a new employee is hired, Town shall provide Association the following information: name of individual, employment date, classification and department.
- C. The Association shall provide to the Town and keep current the names of the designated representative and a list of persons authorized to act on its behalf or receive service in its name.
- D. Town agrees to provide payroll deduction of dues for those employees who authorize such deductions for payment directly to the Association. The Association shall defend, indemnify and hold the Town harmless against any liability or costs accruing from any and all claims which arise from the implementation of this section.

Article II. WAGES & WORKING CONDITIONS

Section 2.01 WAGES

- A. The Town Manager may grant a new police management or mid-management employee a beginning salary not to exceed the maximum for the affected class. Such salary should reflect a judgment as to the ability of the employee to achieve expected performance standards within anticipated time frames.
- B. Police Management and Mid-Management employees shall be evaluated for salary step adjustments at least annually with any changes normally to be made on the employee's anniversary date. The amount of any one adjustment may not exceed two salary steps and shall be granted at the discretion of the Town Manager. Increases in excess of two salary steps may

be granted upon recommendation of the Town Manager and approval of the Town Council. In evaluating Management and Mid-Management employees for salary increases, such performance criteria as may be deemed appropriate by the Town Manager shall be employed.

- C. The Fiscal Year 2015/16 Salary Pay Plan for the Police Management and Mid-Management Group is attached, named "Attachment A", and has been updated with the provisions of this MOU.
- D. "PERS Swap". In reference to Article V, Section 5.01.D, Retirement, effective September 27, 2010, for the Police Lieutenant and effective July 1, 2013 for the Police Chief, employees shall receive an increase in base pay of nine percent (9%). On the same date, employees shall be obligated to commence paying the full nine percent (9%) of the employee paid member contribution.
- E. In addition to the salary received as a result of application of the foregoing salary plan, police management and mid-management employees shall be eligible for an Exceptional Performance Bonus not to exceed one (1) month of their regular pay. Recommendations for granting an Exceptional Performance Bonus shall be submitted to the Town Manager. It will be granted only upon a showing of performance clearly and substantially exceeding job requirements.

Section 2.02 WORK SCHEDULES

Employees covered by this Memorandum shall be on a forty-hour work week schedule.

Section 2.03 FLEXTIME

Employees covered by this memorandum shall work a minimum of eighty (80) hours bi-weekly depending on the employees work schedule but the hours worked per day in a weekly period are flexible. This is in recognition of the special nature of police Management and Mid-Management work. Evening meetings and other after-hours assignments shall not be included in the forty (40) hour work week schedule minimum for employees receiving Administrative Leave.

Section 2.04 OVERTIME-FAIR LABOR STANDARDS ACT

Employees exempt from the FLSA will receive, in lieu of overtime, administrative leave.

Section 2.05 MANAGEMENT AND MID-MANAGEMENT ADMINISTRATIVE LEAVE

- A. All Association members will be eligible to receive one hundred and twenty (120) hours of Administrative Leave in a fiscal year. Such leave may be taken on approval of the Police Chief for the position of Police Lieutenant and approval of the Town Manager for the position of Police Chief anytime after it has been allocated. Association employees will be paid for any unused leave in June at the end of the fiscal year.

Section 2.06 DECLARED EMERGENCY COMPENSATION

In the event of a disaster declaration, employees who are exempt from the Fair Labor Standards Act (FLSA) shall receive additional compensation at time and a half for hours worked over 40 in a work week.

Section 2.07 LONGEVITY PAY

The Town will provide a longevity pay program for Police Management and Mid-management employees who qualify, the following amounts as longevity pay:

- A. Ten Years: An amount equal to five percent (5%) of salary at ten (10) years.
- B. Fifteen Years: An additional amount equal to two and one half percent (2.5%) for a total of seven and one half (7.5.0%) of salary at fifteen (15) years.
- C. In lieu of Town of Paradise years of service, possession of certain POST Certificates will also be eligible for longevity compensation as follows:
 - **For Police Lt's only:**
 - 2.5 % for POST Supervisor Certificate
 - 2.5% for POST Management Certificate
 - **For Police Chief only:**
 - 2.5% for POST Executive Certificate
 - **For all positions:** a maximum combined longevity pay shall not exceed 7.5%, whether recognizing years of service, certifications, or a combination thereof.

Section 2.08 EDUCATION INCENTIVE PAY

Police Management and Mid-Management employees shall receive education incentive pay as follows:

- A. Effective July 1, 2006, a base amount of seventy-five dollars (\$75.00).
- B. An additional one dollar (\$1.00) per month for each unit successfully completed up to a maximum of sixty-five (65) units.
- C. POST Certificate Pay for Police Management & Mid-management employees.
 - 1. Effective July 1, 2015, a two and one half percent (2.5%) incentive of salary pay plan will be paid for having an Intermediate Certificate from the Commission of Peace Officer Standards and Training of California.
 - 2. Effective July 1, 2015, an additional two and one half percent (2.5%) incentive of salary pay plan will be paid for having an Advanced Certificate from the Commission of Peace Officer Standards and Training of California.
 - 3. In no event shall an employee receive more than a total of five percent (5%) relating to the Intermediate and Advanced Certificates.

Section 2.09 OUT OF CLASS

When an employee in the Bargaining Unit is assigned by the department head to work of out class and such assignment is approved by the Town Manager, the employee shall receive, a five percent (5%) increase for the period of assignment.

Section 2.10 UNIFORM ALLOWANCE

Employees belonging to the Police Department Management and Mid-Management personnel shall receive an annual uniform allowance equal to the amount and paid in the same manner as specified in the Police Unit MOU.

These allowances shall be applied towards the cost of uniform and equipment maintenance expenses and replacement of uniforms due to normal wear.

Section 2.11 GYM REIMBURSEMENT

The Town shall provide a gym reimbursement of \$90 per quarter to each Police Management and Mid-management employee who attends the gym at least 13 times in a quarter beginning on July 1, 2015. Each Police Management and Mid-management employee requesting reimbursement shall submit proof of gym attendance, within 6 months, to Town payroll to be eligible for reimbursement.

Article III. PAID LEAVES

Section 3.01 HOLIDAYS

Association members shall be paid for thirteen (13) holidays per year in lieu of a day off. Recognized holidays are: New Year's Day, Martin Luther King Birthday, Washington's Birthday, Memorial Day, Independence Day, Admissions Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day, a floating holiday, and any other day proclaimed by the President and/or Governor as a public holiday, day of mourning or day of thanksgiving.

Effective January 1, 2009, due to a CalPERS requirement, holiday pay will be paid out in equal increments throughout the 26 bi-weekly checks in a calendar year. Any other day proclaimed by the President and/or Governor as a public holiday, day of mourning or day of thanksgiving shall be paid on the following payday. Full-time probationary employees shall be paid for holidays on a pro-rated basis.

Section 3.02 SICK LEAVE

- A. Rate of Accrual. Paid sick leave shall accrue as follows:
 - Eight (8) hours per month for full-time employees.
- B. No sick leave credit shall be earned when an employee is on leave without pay.
- C. Effective November 8, 2011, for the position of Police Lieutenant, sick leave may be accumulated to a maximum of one thousand and forty (1,040) hours. No sick leave shall be earned beyond one thousand and forty (1,040) hours. Employees with a sick leave balance over the new cap of 1,040 hours at the time of approval of this Memorandum shall have their balance grandfathered; provided however, no new sick leave accumulation shall be earned over 1,040 hours by such employees.
- D. Effective December 19, 2011, for the position of Police Chief, sick leave may be accumulated to a maximum of one thousand and five hundred (1,500) hours. No sick leave shall be earned beyond one thousand and five hundred (1,500) hours. Employees with a sick leave balance over the new cap of 1,500 at the time of approval of this Memorandum shall have their balance

grandfathered; provided, however, no new sick leave accumulation shall be earned over 1,500 hours by such employee.

Section 3.03 VACATION LEAVE

- A. Eligibility. All regular employees who are eligible for benefits under this Memorandum are eligible to earn and accrue vacation leave.
- B. Rate of Accrual. Except as otherwise provided in this section, eligible employees who are in a paid status of eighty (80) hours per pay period shall earn vacation leave with pay at the following rate:

Police Management and Mid-Management employees shall accrue vacation according to the following schedule effective January 1, 2006:

Years of Service	Vacation Hours Accrued Annually
0 – 4	120 Hours
5 – 9	135 Hours
10 – 14	176 Hours
15 & Over	200 Hours

- C. Eligible employees who are not in a paid status of full eighty (80) hours during a pay period shall be credited with the appropriate prorated accrual based on the above hourly rates and actual hours in a paid status
- D. Use of Vacation. The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time shall be determined by the department head with particular attention to the needs of the Town, but also as far as possible, considering the wishes of the employee. Employees shall not work for any other department of the Town during vacation leave.
- E. Maximum Accumulation. As of December 31 of each year a Police Lieutenant employee may carry over unused vacation leave to an equivalent of twice the employee's annual vacation rate. The position of Police Chief may carry over unused vacation leave to an equivalent of three times the employee's annual vacation rate as of December 31 of each year.
- F. Terminal Vacation Pay. Employees who are separated from the Town shall be entitled to a lump sum payment for vacation leave accumulated as of the last day worked. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due to the retirement beneficiary is paid.
- G. Transfer of Vacation Leave. When an employee is transferred to, or appointed to, another department, his/her vacation credit shall be assumed by the new department.

Section 3.04 BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee of the Town, bereavement leave with pay shall be granted upon request not to exceed three (3) regularly scheduled working days for each leave.

"Immediate family" is defined as: a person related by blood, marriage, or adoption who is a spouse, son, daughter, sister, sister-in-law, brother, brother-in-law, mother, father, grandfather or grandmother of either husband or wife, or any other relative residing in the employee's immediate

household. The aforementioned bereavement leave shall not be deducted from or otherwise charted against sick leave or any other accrued leave or vacation.

Section 3.05 FAMILY MEDICAL LEAVE (FMLA)

- A. The Town will comply with the provisions of the Family Medical Leave Act (FMLA), 29 C.F.R. Sec. 825.100 et seq. the California Family Rights Act (CFRA), Government Code Sec. 12945.2 and other related federal, state and local laws with regards to leaves of absence.

Family Medical Leave Act (FMLA) & California Family Rights Act (CFRA)

1. An employee shall be eligible for FMLA and CFRA leave only if the employee has worked for the Town at least twelve (12) months, including a minimum of one thousand, two hundred fifty (1,250) hours of paid service during the twelve (12) month period immediately preceding the leave.
2. Employees shall exhaust all accrued sick leave, vacation and compensation time off balances. An employee is entitled to use sick leave concurrently if the leave is for the employee's own serious health condition or the leave is needed to care for an FMLA/CFRA qualified family member and would otherwise be approved as sick leave.
3. Employees eligible for such leave may elect to take up to twelve (12) work weeks in a rolling 12 month period of leave for one of the following reasons:
 - a) The birth of a child or to care for a newborn of the employee.
 - b) The placement of a child with an employee in connection with the adoption or foster care of a child.
 - c) Leave to care for a child, parent, spouse or domestic partner who has a serious health condition
 - d) When the employee is unable to work because of his or her own serious medical condition.
 - e) For a "qualifying exigency" arising out of the fact that an employee's spouse, child or parent is on active military duty or has been notified or an impending call or order to active duty in support of a contingency operation involving the U.S. Armed Forces.
 - f) To care for a spouse, child, parent, or "next of kin" servicemember of the U.S. Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty (up to 26 work weeks to care for an injured service member).
4. The Town will continue to provide group health benefits and will pay the Town's share of the health plan premium during the leave. The employee is responsible for timely payment of his or her share of the premium.
5. The Town will reinstate the employee to the employee's previously held position or a substantially equivalent one if said position is not available. The employee, however, will lose reinstatement rights to such a position if the employee is unable to perform the essential functions of the job due to physical or mental condition under provisions of the Americans with Disabilities Act.

6. An employee on FMLA is equally subject to layoffs as are others continuously employed by the department.
7. The employee is required to give thirty (30) calendar days notice to the department head that a leave under the FMLA is being requested. If such an advance notice is not practical, the employee shall inform the department head of the need for leave as soon as possible.
8. Leaves shall be applied for in writing to the department head with accompanying documentation and verification by the appropriate medical provider. The request shall normally be initiated by the employee, but may be initiated by The Town. The Town shall have the right to require that FMLA/CFRA leaves run concurrently.

Article IV. INSURANCE BENEFITS

The Town shall provide a health plan as provided below:

Section 4.01 MEDICAL INSURANCE

- A. All employees must enroll in an available medical plan in accordance with PERS and Town regulations. The employee shall pay all administrative fees required by the PERS medical program.
- B. Effective following approval of this Memorandum, the Town agrees to pay monthly a portion of the premiums for a medical plan, up to, but not exceeding the following amounts.

Town Share Cap	
Employee	433.73
Employee plus one	867.45
Employee plus two or more	1,127.69

- C. Any premium cost in addition to the above Town Share Caps shall be paid by Association employees.

Section 4.02 DENTAL INSURANCE

- A. Employees may choose to be covered under a Dental plan in accordance with the plan carrier and Town regulations. The Town will share the cost of dental premiums at 80% (employer) – 20% (employee) ratio. The 80%-20% ratio would exist for each of the tiers (employee only, employee plus one, and employee plus family).
- B. Any increase in the dental plan premium below 9.99% will be shared 80 (employer)/20 (employee). Any increase amount for the dental plan premium rate above 10% will be shared on a 50/50 basis.

Section 4.03 VISION INSURANCE

Employees may choose to be covered under a Vision plan in accordance with the plan carrier and Town regulations. The Town agrees to pay 80% of the premium for the vision plan.

Section 4.04 DEFERRED COMPENSATION OPTION

- A. Employees may shift Town share to the medical plan premiums to a Town sponsored deferred compensation program (either ICMA or ING) subject to one of the following conditions:
 - 1. An employee must submit proof of coverage under a qualified health plan, which must be comparable to one of the plans offered under PERS by the Town and a signed health insurance waiver by July 1st and January 1st of each year.
 - 2. An employee must provide proof of coverage under the employee's retired health plan, which must be comparable to one of the plans offered under PERS by the Town, and a signed health insurance waiver by July 1st and January 1st of each year to qualify for waiver from the Town Health Plan requirements.
- B. Effective the first of the month following ratification, the maximum amount that can be deferred shall be limited to the amount the Town is contributing towards the "employee only" medical rate only.
- C. The Town agrees to actively cooperate, within the constraints of the insurance carrier's re-enrollment regulations, with any employee who desires to re-enroll in the health insurance plans to expedite any such enrollment.

Section 4.05 LONG-TERM DISABILITY INSURANCE

The Town shall provide to the employees in the unit long-term disability insurance in the amount of two-thirds (2/3) of base salary and including a rider for future eligibility.

Section 4.06 LIFE INSURANCE

- A. Town shall provide prepaid life insurance in an amount of one hundred thousand (\$100,000) dollars for the position of Police Lieutenant and one hundred fifty thousand (\$150,000) dollars for the position of Police Chief.
- B. If acceptable to the life insurance carrier, the Town shall allow an employee at their cost to buy up to an additional one hundred thousand (\$100,000) dollars of life insurance coverage.

Section 4.07 PUBLIC EMPLOYEE UNEMPLOYMENT INSURANCE

Town shall provide Public Employee Unemployment Insurance at no cost to employee

Section 4.08 WORKER'S COMPENSATION INSURANCE

Town shall provide Worker's Compensation Insurance at no cost to employee.

Section 4.09 INTERNAL REVENUE CODE SECTION 125 PLAN

The Town will offer the full Internal Revenue Code Section (IRC) 125 Plan.

Article V. RETIREMENT BENEFITS

Section 5.01 RETIREMENT

- A. The Town shall provide current public safety employees in the Association a retirement plan under PERS at 3% at 50 formula for safety members. In addition to the 3%@50, the retirement plan shall include the following options:
- | | |
|-------------------------------|---|
| Government Code Section 20042 | One Year Final Compensation |
| Government Code Section 21574 | Fourth Level 1959 Survivor Benefits |
| Government Code Section 20965 | Credit for Unused Sick Leave |
| Government Code Section 21427 | Improved Non-Industrial Disability |
| Government Code Section 21024 | Military Service Credit as Public Service |
- B. Upon agreement of all public safety units, the Town shall provide public safety employees in the Association hired after February 14, 2011, a retirement plan under PERS of three percent at age fifty-five (3%@55).
- C. In addition to the 3%@55, the retirement plan for employees hired after February 14, 2011, shall include the following options:
- | | |
|-------------------------------|---|
| Government Code Section 20037 | Three Year Final Compensation |
| Government Code Section 21574 | Fourth Level 1959 Survivor Benefits |
| Government Code Section 20965 | Credit for Unused Sick Leave |
| Government Code Section 21427 | Improved Non-Industrial Disability |
| Government Code Section 21024 | Military Service Credit as Public Service |
- D. "PERS Swap". Effective September 27, 2010, for the Police Lieutenants and effective July 1, 2013 for the Police Chief, employees shall pay the entire nine percent (9%) of the employee paid member contribution rate toward their respective PERS retirement plan. In consideration of this, and at the same time, the Town shall increase such employees' base pay by nine percent (9%). The Town of Paradise Salary Pay Plan was updated accordingly.
- E. Since the employees will be paying their employee paid member contribution (EPMC), it will no longer be necessary for The Town to pay the cost and report the value of EPMC.
- F. The Public Employees Pension Reform Act of 2013 (PEPRA) adds a Third Tier to the Town's Retirement Benefits. All new members hired on or after January 1, 2013, shall be provided The Public Employees Retirement System (PERS) plan at two point seven percent (2.7%) at fifty seven years old (57) retirement. This 2.7%@57 PERS plan shall include a three (3) year final compensation averaging. Also set forth by PEPRA is the provision that employees in this benefit Tier shall pay fifty percent (50%) of the total normal cost rate.

Section 5.02 RETIREE MEDICAL

- A. Employees retiring after enrollment shall be in accordance with PERS medical program regulations.
- B. Employees of the Town, who, immediately upon termination, retire under the PERS retirement plan, and remain in the Town's medical plan, shall have a Town paid contribution towards their medical plan premium. The contribution shall be under the uneven contribution program in accordance with PERS medical program regulations.

- C. The employer's contribution for each annuitant shall be increased annually by five percent (5%) of the monthly contribution for employees, until such time as the contributions are equal; and that the contributions for employees and annuitants shall be in addition to those amounts contributed by the Public Agency for administrative fees and to the Contingency Reserve Fund.
- D. In addition, accumulated sick leave at time of retirement, not used for any other purpose, may be converted to paid health plan premium until the value is exhausted or the retiree reaches sixty-five (65) or the spouse or surviving spouse reaches 65. The rate of sick leave conversion shall be fifty (50%) percent of the regular daily rate the employee was receiving at retirement.
- E. Town agrees that for new employees, hired after February 1, 2011, their CalPERS retiree and spouse medical benefits shall vest as follows which is based on California Public Employees Retirement Law, Government Code Section 22893 (this vesting schedule represents time with a CalPERS agency, of which five (5) of those years must be completed as a Town of Paradise employee):
- 50% vested – 10 years of service
 - 55% vested – 11 years of service
 - 60% vested – 12 years of service
 - 65% vested – 13 years of service
 - 70% vested – 14 years of service
 - 75% vested – 15 years of service
 - 80% vested – 16 years of service
 - 85% vested – 17 years of service
 - 90% vested – 18 years of service
 - 95% vested – 19 years of service
 - 100% vested – 20 years of service (100% employee/90% spouse of a premium amount set by the state pursuant to Government Code Section 20069 and Government Code Section 22871.)
- F. The Town shall have the right to reopen to discuss the vesting schedule if there is any change to the vesting options in the Public Employees Retirement Law.

Article VI. OTHER BENEFITS

Section 6.01 EDUCATION/TUITION REIMBURSEMENT

Purpose: The parties agree to a tuition reimbursement program to be jointly administered by representatives of the Association and the Town.

Education Reimbursement: Police Management and Mid-Management employees shall receive education reimbursement according to the following parameters:

- A. The annual expenditures for this purpose shall not exceed five hundred fifty (\$550)_dollars per student per year.
- B. Reimbursement to an individual may not exceed fifty percent (50%) of actual costs for tuition and textbooks.
- C. Approved reimbursement must be for courses related to the job of the employee.

- D. Before reimbursement is given, the employee must submit evidence that a grade "C" (passing) or better has been earned in the course.
- E. The courses approved must be taken on the employee's own time.

Section 6.02 COMPUTER LOAN

The Town has established a "computer loan fund" of ten thousand (\$10,000) dollars to provide for loans to employees for the purchase of computers. A maximum of three thousand, two hundred and fifty (\$3,250) dollars per loan may be made to an eligible employee. Such loans shall be repaid at an interest rate of three and one-half percent (3-1/2%) over a two (2) year period. Repayment shall be through payroll deduction for a period of two (2) years with all unpaid amounts due and payable in full upon termination.

Section 6.03 VEHICLE USAGE

The positions of Police Lieutenant and Police Chief shall have reasonable use of assigned vehicles within a seventy-five (75) mile radius of the Town of Paradise at the discretion of the Town Manager.

Article VII. SAFETY & PERSONNEL

Section 7.01 SAFETY PROVISIONS

Town shall make reasonable provisions for the safety of employees in the performance of their work.

Section 7.02 PERSONNEL RULES

Where benefits and working conditions are not specifically described in this Memorandum those provided for by the Town of Paradise Personnel Rules shall apply. If such rules conflict with language contained in this Memorandum, this Memorandum shall have precedent.

In the event of proposed changes to Town Personnel Rules and Regulations, subject to meet and confer, the Association shall be advised in writing, for the purpose of enabling the Town and the Association to meet and consult as soon as possible with respect to any proposed changes.

Section 7.03 TERMS OF PROBATION

- A. Newly hired employees shall have a six (6) month probation period and shall be eligible for a step increase after one (1) year.
- B. Promotional employees shall serve a six (6) month probationary period. There shall be no less than a twelve (12) month aggregate probation period. In addition, a terminated employee does not have the right to bump a less senior employee.

Section 7.04 SALARY RANGE POLICY

Disclosure of salaries of individual police Management and Mid-Management employees shall be made only in accordance with the requirement of the California Public Records Act.

Section 7.05 GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINITIONS

1. Grievance: A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Memorandum which adversely affects the grievant.
2. Grievant: A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.
3. Day: Day shall mean a day in which the Town's main administrative office is open for business.

B. GRIEVANCE PROCESS

1. Informal Level.

Within five (5) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. A supervisor shall have five (5) days to give an answer to the employee.

2. Formal Levels.

- a. Level 1. If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within ten (10) days of the receipt of such answer file a formal written grievance with his/her supervisor on a form containing a statement describing the grievance, the section of this Memorandum allegedly violated, and the remedy requested. The supervisor (or designee) shall, within five (5) days thereafter give a written answer to the grievant on the form provided.
- b. Level 2. If the grievant is not satisfied with the written answer from the supervisor, the grievant may within ten (10) days from the receipt of such answer, file a written appeal to the department head. Within ten (10) days of receipt of the written appeal, the department head or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and give written answer to the grievant.
- c. Level 3. If the grievant is not satisfied with the written answer from the department head, the grievant may, within ten (10) days from the receipt of such answer file a written appeal to the Town Manager. Within ten (10) days of receipt of the written appeal, the Town Manager or his/her designee, shall investigate the grievance which shall include a meeting with the concerned parties and give written answer to the grievant.

- d. Level 4. If the grievant is not satisfied with the written answer from the Town Manager, the grievant may, within ten (10) days from the receipt of such answer, file a written appeal to the Town Council. Within ten (10) days of receipt of the written appeal, the Town Manager or his/her designee, shall schedule a personnel session with the concerned parties and the Town Council. The Town Council will conduct the hearing and render a decision which shall be final and binding on both parties.

C. GENERAL PROVISIONS

1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Proof of service shall be accomplished by certified mail or personal delivery.

Section 7.06 TERMINATION OF MANAGEMENT AND MID-MANAGEMENT EMPLOYEES

In the event a Police Lieutenant employee is terminated other than for willful misconduct in office, they will receive, at a minimum, thirty (30) days written notice and cash severance pay in a lump sum equal to one (1) month's pay and pay for unused annual vacation leave, administrative leave, and sick leave in accordance with this MOU and the Town Personnel Rules.

In the event a Police Chief employee is terminated other than for willful misconduct in office, he/she will receive, at a minimum, ninety (90) days written notice and cash severance pay in a lump sum equal to three (3) month's pay and pay for unused annual vacation leave, administrative leave, and sick leave in accordance with this MOU and the Town Personnel Rules.

Article VIII. CLOSING

Section 8.01 SAVINGS PROVISION

If any provisions of this Memorandum are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Section 8.02 FULL UNDERSTANDING, MODIFICATION AND WAIVER

This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the Town Council.

The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 8.03 PEACEFUL PERFORMANCE

The parties to this Memorandum recognize and acknowledge that the services performed by the Town employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, recognize, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction, nor to curtail any work or restrict any production, or interfere with any operation of the Town. In the event of any such work stoppage by any member of the bargaining unit, the Town shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

Section 8.04 IMPLEMENTATION

The Memorandum shall be of no force or effect until ratified and approved by formal action of the Town Council and the membership of the Police Management and Mid-Management Unit. It is recognized that certain provisions may require ordinance changes in order to be effectuated.

Section 8.05 TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective as of July 1, 2015 and shall remain in full force and effect to, and including June 30, 2016. After June 30, 2016, the Memorandum shall terminate. Until the Town and Association agree on the terms for a subsequent memorandum of understanding, or there is completion of impasse pursuant to Government Code Section 3505.4 regarding a new memorandum of understanding, the terms of this Memorandum will remain in effect, except for those provisions which have been assigned expiration dates.

DATED: _____

Town Representative:

Lauren Gill, Town Manager

Association Representatives:

Chief Tazzari-Dineen

Lt. Billington

Lt. Rowe

TOWN OF PARADISE SALARY PAY PLAN
POLICE MANAGEMENT AND MID-MANAGEMENT ASSOCIATION
Exhibit "A"

Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
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POLICE LIEUTENANT

Effective July 1, 2015 - June 30, 2016

HOURLY	40	32.60	34.23	35.94	37.74	39.63	41.61
BIWEEKLY		2,608.00	2,738.40	2,875.20	3,019.20	3,170.40	3,328.80
MONTHLY		5,650.67	5,933.20	6,229.60	6,541.60	6,869.20	7,212.40
ANNUAL		67,808.00	71,198.40	74,755.20	78,499.20	82,430.40	86,548.80

POLICE CHIEF

Effective July 1, 2015 - June 30, 2016

HOURLY	40	40.46	42.48	44.60	46.83	49.17	51.63
BIWEEKLY		3,236.60	3,398.40	3,568.00	3,746.40	3,933.60	4,130.40
MONTHLY		7,012.63	7,363.20	7,730.67	8,117.20	8,522.80	8,949.20
ANNUAL		84,151.61	88,358.40	92,768.00	97,406.40	102,273.60	107,390.40



**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: May 12, 2015**

AGENDA ITEM No. 10(b)2

ORIGINATED BY: Crystal Peters, Human Resources & Risk Manager
Gina Will, Finance Director/Town Treasurer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: 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 Management Group relating to employment covering the period from July 1, 2015 to June 30, 2016.

RECOMMENDATION:

1. Adopt Resolution 15-____, approving the Memorandum of Understanding between the Town of Paradise and the Town of Paradise Management Group authorizing the Town Manager to execute the Memorandum of Understanding on behalf of the Town of Paradise effective July 1, 2015, or
2. Refer back to staff for further development.

BACKGROUND:

For the past six years, the Town Council and the employee groups have worked together in the collective bargaining process to achieve budget savings, unfunded liability savings, and benefit reform. Many of those give-backs and concessions were permanent in nature, thereby reducing the Town's unfunded liability and future personnel costs.

This year, once again Management Group employees and Town negotiators worked together to reach agreement. In this agreement there would be no employee concessions as well as the removal of a prior concession relating to a provision under Administrative Leave, providing for a "use it or lose it" stipulation for new hire employees. The only other change was the transfer of the Police Chief position's recognition from the Management Group to the Police Mid-Management Association at the request of the Police Chief.

FINANCIAL IMPACT:

Full fiscal year FY 15/16 budget impact to Gas Tax Fund: \$5,556.22

TOWN OF PARADISE

Resolution No. 15- ____

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 MANAGEMENT GROUP RELATING TO EMPLOYMENT COVERING THE PERIOD FROM JULY 1, 2015 TO JUNE 30, 2016

WHEREAS, Resolution No. 81-23 establishes procedures for Employee-Employer relations;
and

WHEREAS, the Meyers-Millias-Brown Act of the State of California, commencing with Government Code Section 3500, requires certain procedures to be followed regarding Employee-Employer relations; and

WHEREAS, the Town Council has directed the Town Manager to meet and confer in good faith with members of the Town of Paradise Management Group, and they have so met.

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

Section 1. That the attached Memorandum of Understanding (MOU) between the Town of Paradise and the Town of Paradise Management Group is approved for execution by the Town Manager.

Section 2. Furthermore, the Town Manager is hereby authorized to make appropriate adjustments to the Town's annual budget, including implementation of necessary administrative changes as may be required, to implement the terms and conditions set forth in the MOU.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 12th day of May, 2015.

AYES:

NOES:

ABSENT:

NOT VOTING:

Greg Bolin, Mayor

ATTEST:

By: _____
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF PARADISE
AND
THE TOWN OF PARADISE MANAGEMENT GROUP**



JULY 1, 2015 THROUGH JUNE 30, 2016

**ADOPTED BY TOWN COUNCIL MAY 12, 2015
RESOLUTION NUMBER 15-**

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Article I. OPENING

Section 1.01 PREAMBLE

This Memorandum of Understanding, hereinafter referred to as the Memorandum has been prepared pursuant to the terms of Resolution No. 81-23 of the Town of Paradise, hereinafter referred to as the Town, and the Town of Paradise Management Group, hereinafter referred to as the Group.

It is agreed that this Memorandum is of no force and effect until ratified and approved by a resolution duly adopted by the Town Council of the Town of Paradise; however, it is agreed that the agreements contained herein are within the authority held by the representatives of the Town and of the Group.

Section 1.02 NONDISCRIMINATION

It is the policy of the Town and the Group not to discriminate against any employee because of race, creed, or religion, physical or mental handicap, sex, color, age, national origin, or veteran's status as defined under any Act of Congress.

Section 1.03 RECOGNITION

For the purpose of bargaining with respect to wages, hours of employment, and other conditions of employment, the employees of the Group are those assigned to classifications listed below:

- Assistant Town Manager
- Community Development Director
- Finance Director
- Public Works Director/Town Engineer

Section 1.04 TOWN GROUP RELATIONS

This Memorandum is intended to promote, and shall be so construed and interpreted as to carry out the following general purposes. The Town and Group agree to promote harmonious relations between the parties and other employee units; establish and maintain an orderly bargaining procedure; work to provide the best possible service to the general public; prompt and fair disposition of all grievances and disputes; and adhere to this Memorandum.

Section 1.05 MANAGEMENT RIGHTS

The Town retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Memorandum, and in addition, shall retain the following Management Rights not in conflict with this Memorandum of Understanding.

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work forces; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to

specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the Town by any law regulating, authorizing or empowering the Town to act or refrain from acting.

Article II. WAGES & WORKING CONDITIONS

Section 2.01 WAGES

- A. The 2015-16 Fiscal Year approved Salary Pay Plan for the Management Group is attached to this Memorandum, "Attachment A".
- B. The Town Manager may grant a new management employee a beginning salary not to exceed the maximum for the affected class. Such salary should reflect a judgment as to the ability of the employee to achieve expected performance standards within anticipated time frames.
- C. Management employees shall be evaluated for salary step adjustments at least annually with any such adjustments made on the employee's anniversary date. The amount of any one adjustment may not exceed two salary steps and shall be granted at the discretion of the Town Manager. Increases in excess of two salary steps may be granted upon recommendation of the Town Manager and approval of the Town Council. In evaluating management employees for salary increases, such performance criteria as may be deemed appropriate by the Town Manager shall be employed.

Section 2.02 WORK SCHEDULES

Employees covered by this Memorandum shall be on a forty-hour work schedule.

Section 2.03 FLEXTIME

Employees covered by this memorandum shall work a minimum of eighty (80) hours biweekly depending on the employees work schedule but the hours worked per day in a biweekly period are flexible. This is in recognition of the special nature of management work.

Section 2.04 MANAGEMENT ADMINISTRATIVE LEAVE

All management employees in Steps A through F of their respective salary schedules covered under this Memorandum are eligible to be allocated up to one hundred twenty (120) hours each fiscal year of Management Administrative Leave pay to compensate for additional time off due to the unique nature of their job. Such leave may be taken, only upon approval of the Town Manager, any time after it has been allocated. Allocation shall occur at the beginning of each fiscal year (July 1), such employee will then be paid for any unused leave at the end of the fiscal year. If any portion of the year is not worked by an employee (i.e. new hire or termination of employment), a prorated portion of this accrual will be calculated.

Section 2.05 DECLARED EMERGENCY COMPENSATION

In the event of a disaster declaration, employees who are exempt from FLSA shall receive additional compensation at time and one half for hours worked over forth (40) hours in a work week.

Section 2.06 LONGEVITY PAY

- A. Ten Years. Effective July 1, 2006, an amount equal to five (5.0%) percent of salary at ten (10) year anniversary of employment, will be added to employee's pay. If employee already has 10 years of employment, the five (5.0%) percent will be passed on pay as of July 1, 2006.
- B. Fifteen Years. Effective July 1, 2006, an additional amount equal to two and one-half percent (2.5%) for a total of seven and one half (7.5%) of salary at anniversary of fifteen (15) years of employment, will be added to members pay. If employee already has 15 years of employment, the two and a half (2.5%) percent will be based on pay as of July 1, 2006.

Section 2.07 GYM REIMBURSEMENT

The Town shall provide a gym reimbursement of \$90 per quarter to Management employees who attend the gym at least 13 times in a quarter beginning on October 1, 2010. Each Management Group employee requesting reimbursement shall submit proof of gym attendance to Town payroll to be eligible for reimbursement.

Article III. PAID LEAVES

Section 3.01 HOLIDAYS

- A. Employees under this Memorandum shall be eligible to take the following holidays:
- | | |
|--------------------------|------------------------------------|
| New Year's Day | January 1st |
| Martin Luther King's Day | Third Monday January |
| Presidents Day | Third Monday in February |
| Memorial Day | Fourth Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veterans Day | November 11th |
| Thanksgiving | Designated Thursday in November |
| Thanksgiving pre/post | Thursday or Friday Town designates |
| Pre/Post Christmas Day* | *see below |
| Christmas | December 25 th |
- B. Any other day proclaimed by the President and/or Governor as a public holiday, day of mourning or day of thanksgiving.
- C. If a holiday falls on a Saturday, we will honor it on the preceding Friday. Except for those employees whose regular scheduled workweek includes a non-work day on Friday, such employees will then honor the holiday on the preceding Thursday. If a holiday falls on a Sunday, the following Monday will be honored. A holiday for full time employees shall consist of eight (8) hours of paid time off.
- D. If Christmas falls on:
- | | |
|--|----------------------------|
| | Holiday shall be taken on: |
|--|----------------------------|

Monday	following Tuesday
Tuesday	preceding Monday
Wednesday	following Thursday
Thursday	preceding Wednesday
Friday	preceding Thursday
Saturday	preceding Thursday
Sunday	following Monday

Section 3.02 SICK LEAVE

- A. Rate of Accrual. Paid sick leave shall accrue as follows:
Eight (8) hours per month for full-time employees.
- B. No sick leave credit shall be earned when an employee is on leave without pay.
- C. Effective December 19, 2011, sick leave may be accumulated to a maximum of one thousand and five hundred (1,500) hours. No sick leave shall be earned beyond one thousand and five hundred (1,500) hours. Employees with a sick leave balance over the new cap of 1,500 at the time of approval of this Memorandum shall have their balance grandfathered; provided, however, no new sick leave accumulation shall be earned over 1,500 hours by such employee.

Section 3.03 VACATION LEAVE

- A. Eligibility. All regular employees who are eligible for benefits under this Memorandum are eligible to earn and accrue vacation leave.
- B. Rate of Accrual. Except as otherwise provided in this section, eligible employees who are in a paid status of eighty (80) hours per pay period shall earn vacation leave with pay at the following rate:

Years of Service	Vacation Hours Accrued Annually
0 – 4	120 Hours
5 – 9	135 Hours
10 - 14	176 Hours
15 & Over	200 Hours
- C. Maximum Accumulation. As of December 31 of each year an employee may carry over unused vacation leave to an equivalent of three times the employee's annual vacation rate. No vacation shall be earned once an employee has accrued three times the employee annual earnings.
- D. Terminal Vacation Pay. Employees who are separated from the Town shall be entitled to a lump sum payment for vacation leave accumulated as of the last day worked. In case of death, compensation for accrued vacation leave shall be paid in the same manner as salary due to the decedent is paid.
- E. Transfer of Vacation Leave. When an employee is transferred to, or appointed to, another department, his/her vacation credit shall be assumed by the new department.

Section 3.04 BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee of the Town, bereavement leave with pay shall be granted upon request not to exceed three (3) regularly scheduled working days for each occurrence.

Immediate family is defined as: a person related by blood, marriage, or adoption who is a spouse, son, daughter, sister, sister-in-law, brother, brother-in-law, mother, father, grandchild, grandfather or grandmother of either husband or wife, or any other relative residing in the employee's immediate household.

The aforementioned bereavement leave shall not be deducted from or otherwise charted against sick leave or any other accrued leave or vacation.

Section 3.05 FAMILY MEDICAL LEAVE (FMLA)

- A. The Town will comply with the provisions of the Family Medical Leave Act (FMLA), 29 C.F.R. Sec. 825.100 et seq. the California Family Rights Act (CFRA), Government Code Sec. 12945.2 and other related federal, state and local laws with regards to leaves of absence.

Family Medical Leave Act (FMLA) & California Family Rights Act (CFRA)

1. An employee shall be eligible for FMLA and CFRA leave only if the employee has worked for the Town at least twelve (12) months, including a minimum of one thousand, two hundred fifty (1,250) hours of paid service during the twelve (12) month period immediately preceding the leave.
2. Employees shall exhaust all accrued sick leave, vacation and compensation time off balances. An employee is entitled to use sick leave concurrently if the leave is for the employee's own serious health condition or the leave is needed to care for an FMLA/CFRA qualified family member and would otherwise be approved as sick leave.
3. Employees eligible for such leave may elect to take up to twelve (12) work weeks in a rolling 12 month period of leave for one of the following reasons:
 - a) The birth of a child or to care for a newborn of the employee.
 - b) The placement of a child with an employee in connection with the adoption or foster care of a child.
 - c) Leave to care for a child, parent, spouse or domestic partner who has a serious health condition
 - d) When the employee is unable to work because of his or her own serious medical condition.
 - e) For a "qualifying exigency" arising out of the fact that an employee's spouse, child or parent is on active military duty or has been notified or an impending call or order to active duty in support of a contingency operation involving the U.S. Armed Forces.
 - f) To care for a spouse, child, parent, or "next of kin" servicemember of the U.S. Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty (up to 26 work weeks to care for an injured service member).

4. The Town will continue to provide group health benefits and will pay the Town's share of the health plan premium during the leave. The employee is responsible for timely payment of his or her share of the premium.
5. The Town will reinstate the employee to the employee's previously held position or a substantially equivalent one if said position is not available. The employee, however, will lose reinstatement rights to such a position if the employee is unable to perform the essential functions of the job due to physical or mental condition under provisions of the Americans with Disabilities Act.
6. An employee on FMLA is equally subject to layoffs as are others continuously employed by the department.
7. The employee is required to give thirty (30) calendar days notice to the department head that a leave under the FMLA is being requested. If such an advance notice is not practical, the employee shall inform the department head of the need for leave as soon as possible.
8. Leaves shall be applied for in writing to the department head with accompanying documentation and verification by the appropriate medical provider. The request shall normally be initiated by the employee, but may be initiated by The Town. The Town shall have the right to require that FMLA/CFRA leaves run concurrently.

Section 3.06 FLOATING HOLIDAY

- A. Two (2) Floating Holidays
- B. To be taken at employee's discretion
- C. Floating holidays shall be credited at the beginning of the calendar year, and are to be used during the calendar year in which they are credited. An employee who has not used their floating holidays by the end of the calendar year shall not accrue floating holiday hours for the new year until they have used all available prior year credits.

Article IV. INSURANCE BENEFITS

Section 4.01 MEDICAL INSURANCE

- A. All employees must enroll in Medical Plan made available by the Town in accordance with PERS and Town regulations.
- B. Employee shall pay all administrative fees required by the PERS medical program.
- C. Effective December 19, 2011, the Town agrees to pay monthly a portion of the premiums for a medical plan, up to, but not exceeding the following amounts.

	Town Share Cap
Employee	\$433.73
Employee plus one	\$ 867.45
Employee plus two or more	\$1,127.69

- D. Any premium cost in addition to the above Town Share Caps shall be paid by Association employees.

Section 4.02 DENTAL INSURANCE

- A. Employees may choose to be covered under the Dental plan in accordance with the plan carrier and Town regulations.
- B. Effective December 1, 2005 the Town will share the cost of dental premiums at 80% (employer) – 20% (employee) ratio. The 80%-20% ratio will exist for each of the tiers (employee only, employee plus one, and employee plus family).
- C. Any increase in the dental plan premiums below 9.99% will be shared 80(employer)/20(employee). Any increase amount for the dental plan premium rate above 10% will be shared on a 50/50 basis.

Section 4.03 VISION INSURANCE

Employees may choose to be covered under the Vision plan in accordance with the plan carrier and Town regulations. The Town agrees to pay 80% of the premium for the vision plan.

Section 4.04 DEFERRED COMPENSATION OPTION

- A. Employees may shift Town share of the medical plan premiums to a Town sponsored deferred compensation program (either ICMA or ING) subject to the following conditions:
 - 1. An employee must submit proof of coverage under a spousal health plan, which must be comparable to one of the plans offered under PERS by the Town and a signed health insurance waiver by July 1st and January 1st of each year.
 - 2. An employee must provide proof of coverage under the employee's retired health plan, which must be comparable to one of the plans offered under PERS by the Town, and a signed health insurance waiver by July 1st and January 1st of each year to qualify for waiver from the Town Health Plan requirements.
- B. Effective the first of the month following adoption of this MOU, the maximum amount that can be deferred shall be limited to the amount the Town is contributing towards the "employee only" medical rate only.

Section 4.05 LONG-TERM DISABILITY INSURANCE

The Town shall provide to the employees in the Group long-term disability insurance in the amount of two-thirds (2/3) of base salary and including a rider for future eligibility.

Section 4.06 LIFE INSURANCE

Town shall provide prepaid life insurance in an amount of one hundred fifty thousand dollars (\$150,000) for the members in this group.

Section 4.07 PUBLIC EMPLOYEE UNEMPLOYMENT INSURANCE

Town shall provide Public Employee Unemployment Insurance at no cost to employee.

Section 4.08 WORKER'S COMPENSATION

Town shall provide Workers Compensation Insurance at no cost to employee.

Article V. RETIREMENT BENEFITS

Section 5.01 RETIREMENT

- A. "PERS Swap". Effective July 1, 2013 Management Group employees shall pay the entire portion (seven percent (7%) for Miscellaneous members or nine percent (9%) for safety members) of the employee paid member contribution rate toward their CalPERS retirement plan. In consideration of this, and at the same time, the Town shall increase such employees' base pay by the equivalent seven percent (7%) or nine percent (9%) as appropriate. The Town of Paradise Salary Pay Plan shall be updated accordingly. Since the employees will be paying the employee paid member contributions (EPMC) to CalPERS, it will no longer be necessary for the Town to pay the cost and report the value of EPMC.
- B. Effective February 14, 2011, The Town shall have a Two-Tier Retirement Plan. Tier One will be available to those employees hired before February 14, 2011. Tier Two will be for all employees hired after February, 2011.
 1. TIER ONE of PERS retirement plan for Management Group employees hired before February 14, 2011, as follows:
 - a. The Town participates in the Public Employee Retirement System (PERS) in accordance with the regulations of PERS to provide a 2% at 55 retirement for all miscellaneous employees in the Group and 3% at 50 retirement for all safety employees.
 - b. The Town's PERS plan also includes the fourth level of 1959 Survivor Benefits (Section 21574).
 - c. Town employees shall pay the entire seven percent (7%) employee contribution rate to the 2% at 55 retirement plan for miscellaneous employees and the entire nine percent (9%) employee contribution rate to the 3% at 50 retirement plan for safety employees.
 - d. The PERS plan shall include the one-year final compensation retirement benefit (Section 20042) for both public safety and miscellaneous employees.
 - e. The Town adopted a resolution establishing procedures to implement the EPMC option under PERS regulations. Effective July 1, 2001, the Town will pay the cost of the EPMC option benefits provided, however, due to the agreed "PERS Swap", in Section 5.01.A of this Memorandum, effective July 1, 2013, the Town shall no longer pay the cost of the EPMC option benefits relating to the employees.
 2. TIER TWO of PERS retirement plan for Management Group Members hired after February 14, 2011, as follows:
 - a. The Town participates in the Public Employee Retirement Systems (PERS) in accordance with the regulations of PERS to provide a two percent at age sixty

- (2%@60) retirement for all miscellaneous employees in the Group and three percent at age 55 (3%@55) retirement for all safety employees.
- b. The Town's PERS plan also includes the fourth level of 1959 Survivor Benefits (Section 21574).
 - c. Town employees shall pay the entire seven percent (7%) employee contribution rate to the 2% at 55 retirement plan for miscellaneous employees and the entire nine percent (9%) employee contribution rate to the 3% at 50 retirement plan for safety employees.
 - d. The PERS plan shall include a three year final compensation retirement benefits (Government Code Section 20037) for both public safety and miscellaneous employees.
 - e. The Town adopted a resolution establishing procedures to implement the EPMC option under PERS regulations. Effective July 1, 2011, the Town will pay the cost of the EPMC option benefits. Due to the agreed "PERS Swap" in Section 5.01.A of this Memorandum, effective July 1, 2013, the Town will no longer pay the cost of the EPMC option benefits.
3. The Public Employees Pension Reform Act of 2013 (PEPRA) adds a Third Tier to the Town's Retirement Benefits. All new members hired on or after January 1, 2013, shall be provided The Public Employees Retirement System (PERS) plan at two point seven percent (2.7%) at fifty seven years old (57) retirement. This 2.7%@57 PERS plan shall include a three (3) year final compensation averaging. Also set forth by PEPRA is the provision that employees in this benefit Tier shall pay fifty percent (50%) of the total normal cost rate.

Section 5.02 RETIREE MEDICAL

- A. Upon enrollment in the PERS medical program, health plans for employees retiring after enrollment shall be in accordance with PERS medical program regulations.
- B. Employees, who, immediately upon termination, retire under the PERS retirement plan, and remain in the Town's medical plan, shall have a Town paid contribution towards the medical plan premium not to exceed the Town contribution to the active "employee and spouse" rate as prescribed in PERS Health Plan Regulations.
- C. In addition, accumulated sick leave at time of retirement, not used for any other purpose, may be converted to supplement a health plan premium until the value is exhausted or the retiree reaches sixty-five (65) or the surviving spouse reaches sixty-five (65). The rate of sick leave conversion shall be fifty percent (50%) of the regular daily rate the employee was receiving at retirement.
- D. Town agrees that for new employees, hired after February 1, 2011, their CalPERS retiree and spouse medical benefits shall vest as follows which is based on California Public Employees Retirement Law, Government Code Section 22893 (this vesting schedule represents time with a

CalPERS agency, of which five (5) of those years must be completed as a Town of Paradise employee):

- 50% vested – 10 years of service
- 55% vested – 11 years of service
- 60% vested – 12 years of service
- 65% vested – 13 years of service
- 70% vested – 14 years of service
- 75% vested – 15 years of service
- 80% vested – 16 years of service
- 85% vested – 17 years of service
- 90% vested – 18 years of service
- 95% vested – 19 years of service
- 100% vested – 20 years of service

(100% employee/90% spouse of a premium amount set by the state pursuant to Government Code Section 20069 and Government Code Section 22871.)

Article VI. OTHER BENEFITS

Section 6.01 EDUCATION/TUITION REIMBURSEMENT

To provide incentive and compensation for furthering the education of the Management Team at the Town of Paradise. Management employees shall receive education reimbursement according to the following parameters:

- A. The annual expenditures for this purpose shall not exceed five hundred and fifty dollars (%550.00) per fiscal year effective July 1, 2006.
- B. Reimbursement to an individual may not exceed fifty percent (50%) of actual costs for tuition and textbooks.
- C. Approved reimbursement must be for courses related to the job of the employee.
- D. Before reimbursement is given, the employee must submit evidence that a grade 'C' or better has been earned in the course.
- E. The courses approved must be taken on the employee's own time.

Section 6.02 COMPUTER LOAN PROGRAM

The Town has established a computer loan fund of ten thousand (\$10,000) dollars to provide for loans to employees for the purchase of computers. A maximum of three thousand, two hundred and fifty (\$3,250) dollars per loan may be made to an eligible employee. Such loans shall be repaid at an interest rate of three and one-half (3 1/2%) percent over a two (2) year period. Repayment shall be through payroll deduction for a period of two (2) years with all unpaid amounts due and payable in full upon termination.

Section 6.03 CAR/CELLULAR PHONE ALLOWANCE

Effective December 19, 2011, Management Group members that are not provided a Town car and Town cell phone through their department shall receive a monthly car/cellular phone allowance of two hundred dollars (\$200.00) as compensation for using personal vehicle and cellular phone for Town business. Member shall be responsible to provide vehicle insurance and maintenance and shall be reimbursed for gasoline only at the current rate set at travel time by the Town when required to travel beyond a thirty (30) mile radius from the Town of Paradise.

Article VII. SAFETY & PERSONNEL

Section 7.01 SAFETY PROVISIONS

Town shall make reasonable provisions for the safety of employees in the performance of their work.

Section 7.02 TERMS OF PROBATION

- A. Newly hired employees shall have a six (6) month probation period and shall be eligible for a step increase after one (1) year.
- B. Promotional employees shall service a six (6) month probationary period. There shall be no less than a twelve (12) month aggregate probation period. In addition, a terminated employee does not have the right to bump a less senior employee.

Section 7.03 PERFORMANCE EVALUATION

The Town Manager shall review and evaluate the performance of the Group employees at least once annually in advance of the adoption of the annual operating budget. The review and evaluation shall be in accordance with the member's job description and specific criteria developed by the Town Manager. Further, the Town Manager shall provide an adequate opportunity for the Group Employee to discuss their evaluation with the Town Manager, and the results of such evaluations shall be reduced to writing. In effecting the provisions of this Section, the Town Manager and the Employee mutually agree to abide by the provisions of applicable law, ordinances, resolutions and current policies of the Town.

Salary. The Town agrees to pay employees for their services rendered pursuant to the wages Section 2.01, payable in installments at the same time as other employees are paid.

Indemnification. The Town agrees to indemnify and defend members in accordance with the provisions of California Government Code Section 825 et seq, 995 et seq, and related statutes.

Section 7.04 TERMINATION

- A. After providing Group member with a written notice of all charges against them and an opportunity to be heard, TOWN or Town Manager shall have the right to terminate Group member during the term of this Agreement only for cause.
- B. The following activities or conditions shall constitute grounds for termination for cause:
 - 1. Malfeasance
 - 2. Dishonesty
 - 3. Failure to perform duties of Group member at a level that meets requirements.

4. Physical or mental incapacity to perform the duties the Group member is assigned to perform.
 5. Insubordination.
 6. Failure to comply with Town's ordinances, policies and regulations or with applicable state of federal laws and regulations.
 7. Abuse of any Town personnel.
- C. In the event Group member is terminated with cause as set forth in paragraph A & B above, member will receive, as a minimum, ninety (90) days written notice and cash severance pay in a lump sum equal to three (3) month's pay and pay for unused annual vacation leave, administrative leave, and sick leave in accordance with this agreement and the Personnel Rules for the Town of Paradise.
- D. In the event Group member voluntarily resigns his/her position with the Town before expiration of the aforesaid term of employment, member shall give the Town thirty (30) days written notice in advance or such advance notice as may be otherwise mutually agreed upon. In the case of such voluntary resignation, the Town shall have no obligation to pay any severance pay to him/her.

Article VIII. CLOSING

Section 8.01 SAVINGS PROVISION

If any provisions of this Memorandum are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Section 8.02 FULL UNDERSTANDING, MODIFICATION AND WAIVER

This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the Town Council.

The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 8.03 IMPLEMENTATION

The Memorandum shall be of no force or effect until ratified and approved by formal action of the Town Council and the Management Group. It is recognized that certain provisions may require ordinance changes in order to be effectuated.

Section 8.04 TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective as of July 1, 2015 and shall remain in full force and effect to, and including June 30, 2016. After June 30, 2016, the Memorandum shall be terminated. Until the Town and the Association agree on the terms for a subsequent memorandum of understanding, or there is an impasse pursuant to Government Code Section 3505.4 regarding a new memorandum of understanding, the terms of this Memorandum will remain in effect, except for those provisions which have been assigned expirations dates.

DATED: _____

Town Representative: _____

Town Manager

Group Representative(s):

Public Works Director/Town Engineer – Marc Mattox

Finance Director – Gina Will

Community Development Director – Craig Baker

TOWN OF PARADISE SALARY PAY PLAN**MANAGEMENT GROUP****Exhibit "A"**

Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
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COMMUNITY DEVELOPMENT DIRECTOR

Effective July 1, 2015 - June 30, 2016

HOURLY	40	35.76	37.54	39.42	41.39	43.46	45.63
BIWEEKLY		2,860.43	3,003.20	3,153.60	3,311.20	3,476.80	3,650.40
MONTHLY		6,197.60	6,506.93	6,832.80	7,174.27	7,533.07	7,909.20
ANNUAL		74,371.21	78,083.20	81,993.60	86,091.20	90,396.80	94,910.40

FINANCE DIRECTOR/TREASURER

Effective July 1, 2015 - June 30, 2016

HOURLY	40	35.76	37.54	39.42	41.39	43.46	45.63
BIWEEKLY		2,860.43	3,003.20	3,153.60	3,311.20	3,476.80	3,650.40
MONTHLY		6,197.60	6,506.93	6,832.80	7,174.27	7,533.07	7,909.20
ANNUAL		74,371.21	78,083.20	81,993.60	86,091.20	90,396.80	94,910.40

PUBLIC WORKS DIRECTOR/TOWN ENGINEER

Effective July 1, 2015 - June 30, 2016

HOURLY	40	35.76	37.54	39.42	41.39	43.46	45.63
BIWEEKLY		2,860.43	3,003.20	3,153.60	3,311.20	3,476.80	3,650.40
MONTHLY		6,197.60	6,506.93	6,832.80	7,174.27	7,533.07	7,909.20
ANNUAL		74,371.21	78,083.20	81,993.60	86,091.20	90,396.80	94,910.40

TOWN OF PARADISE SALARY PAY PLAN
TOWN MANAGER
Exhibit "A"

Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step
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TOWN MANAGER

Current

HOURLY	40	48.45	50.87	53.41	56.08	58.88
BIWEEKLY		3,876.00	4,069.60	4,272.80	4,486.40	4,710.40
MONTHLY		8,398.00	8,817.47	9,257.73	9,720.53	10,205.87
ANNUAL		100,776.00	105,809.60	111,092.80	116,646.40	122,470.40

Effective July 1, 2013 - June 29, 2014

HOURLY	40	49.25	51.71	54.30	57.02	59.87
BIWEEKLY		3,939.95	4,136.80	4,344.00	4,561.60	4,789.60
MONTHLY		8,536.57	8,963.07	9,412.00	9,883.47	10,377.47
ANNUAL		102,438.80	107,556.80	112,944.00	118,601.60	124,529.60

Effective June 30, 2014

HOURLY	40	51.71	54.30	57.02	59.87	62.86
BIWEEKLY		4,137.00	4,344.00	4,561.60	4,789.60	5,028.80
MONTHLY		8,963.50	9,412.00	9,883.47	10,377.47	10,895.73
ANNUAL		107,562.00	112,944.00	118,601.60	124,529.60	130,748.80

F
Step

61.82
4,945.60
10,715.47
128,585.60

62.86
5,028.80
10,895.73
130,748.80

66.00
5,280.00
11,440.00
137,280.00

TOWN OF PARADISE SALARY PAY PLAN

TOWN CLERK

Exhibit "A"

Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step
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TOWN CLERK

Current

HOURLY	40	33.50	35.18	36.94	38.79	40.73
BIWEEKLY		2,680.00	2,814.40	2,955.20	3,103.20	3,258.40
MONTHLY		5,806.67	6,097.87	6,402.93	6,723.60	7,059.87
ANNUAL		69,680.00	73,174.40	76,835.20	80,683.20	84,718.40

Effective July 1, 2013 - June 29, 2014

HOURLY	40	34.05	35.76	37.55	39.43	41.40
BIWEEKLY		2,724.22	2,860.80	3,004.00	3,154.40	3,312.00
MONTHLY		5,902.48	6,198.40	6,508.67	6,834.53	7,176.00
ANNUAL		70,829.72	74,380.80	78,104.00	82,014.40	86,112.00

Effective June 30, 2014

HOURLY	40	35.75	37.54	39.42	41.39	43.46
BIWEEKLY		2,860.20	3,003.20	3,153.60	3,311.20	3,476.80
MONTHLY		6,197.10	6,506.93	6,832.80	7,174.27	7,533.07
ANNUAL		74,365.20	78,083.20	81,993.60	86,091.20	90,396.80

F
Step

42.77
3,421.60
7,413.47
88,961.60

43.47
3,477.60
7,534.80
90,417.60

45.63
3,650.40
7,909.20
94,910.40