



Town of Paradise Town Council Meeting Agenda 6:00 PM – June 11, 2024

Town of Paradise Council Chamber – 5555 Skyway, Paradise, CA

Mayor, Ron Lassonde
Vice Mayor, Greg Bolin
Council Member, Steve Crowder
Council Member, Steve “Woody” Culleton
Council Member, Rose Tryon

Town Manager, Jim Goodwin
Town Attorney, Scott E. Huber
Town Clerk/Elections Official, Dina Volenski
CDD, Planning & Onsite, Susan Hartman
CDD, Building & Code Enforcement, Tony Lindsey
Finance Director/Town Treasurer, Aimee Beleu
Public Works Director/Town Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, Garrett Needles
Chief of Police, Eric Reinbold
Recovery & Economic Development Director, Colette Curtis
Human Resources & Risk Management Director, Crystal Peters
Information Systems Director, Luis Marquez

Meeting Procedures

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

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

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call

- 1e. Presentations by The Paradise Ridge Chamber of Commerce, The Paradise Performing Arts Center, Theater on the Ridge, The Paradise Art Center, The Gold Nugget Museum, and the Paradise Symphony regarding the first year of the TOT Reinvestment Program. Each organization will present an expenditure overview summarizing how their allocation was spent over the last year, explaining the impact on tourism, and outlining their plans for next year's funding allocation.
- 1f. Presentation by David Leon Zink, from Paradise Arts, Theatre & Culture Hub on upcoming projects, feasibility and funding.
- 1g. Presentation by Fire Chief Garrett Needles on the upcoming 2024 Fire Season.
- 1h. Camp Fire Recovery Updates - Written reports are included in the agenda packet.
 - p5 Colette Curtis, Recovery and Economic Development Director - Recovery Projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations.
 - p8 Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update.
 - p10 Tony Lindsey, CDD-Building and Code Enforcement-Code Enforcement Update.
 - p14 Kate Anderson, Business and Housing Manager-Business and Housing Update.

2. CONSENT CALENDAR

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

- 2a. p16 Approve minutes of the May 14, 2024, Special and Regular Town Council meetings.
- 2b. p26 Approve May 2024 Cash Disbursements in the amount of \$7,852,529.03.
- 2c. p36 Review and file the 3rd Quarter Investment Report for the Fiscal Year Ending June 30, 2024.
- 2d. p40 Adopt Resolution No. 2024-___ "A Resolution of the Town Council of the Town of Paradise Approving a Professional Services Agreement with Cole Huber LLP for Town Attorney services for a Period of Three Years."

[2e.](#) p55 1. Concur with staff's recommendation to extend the HQE Systems Contract Extension for construction of the Early Warning Sirens to December 8, 2024; and, 2. Approve the attached amendment and authorize the Town Manager to execute the contract extension.

[2f.](#) p58 1. Declare the attached described equipment as surplus property; and, 2. Adopt Resolution No. 2024-___, "A Resolution of the Town Council of the Town of Paradise Declaring Certain Town Equipment to be Surplus and Obsolete and Authorizing Disposal by the Town Manager or His Designee Thereof."

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

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

5. PUBLIC HEARINGS - None

6. COUNCIL CONSIDERATION

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

[6a.](#) p61 1. Consider amending the tenant lease agreement with the Gold Nugget Museum to include three new tile walls constructed by Rebuild Paradise Foundation in Paradise Community Park; or 2. Give alternate direction to staff. (ROLL CALL VOTE)

[6b.](#) p69 Consider authorizing the extension of Public Safety Recruitment Incentives effective June 30, 2024, through June 30, 2026. (ROLL CALL VOTE)

[6c.](#) p72 1. Consider providing staff with verbal direction and/or concurrence on the enforcement of defensible space and hazardous fuels management in the town; or, 2. Provide an alternative direction to Town staff. (ROLL CALL VOTE)

7. COUNCIL INITIATED ITEMS AND REPORTS

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

8. STAFF COMMUNICATION

- 8a. Town Manager Report

9. CLOSED SESSION - None

10. ADJOURNMENT

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



Town of Paradise
Council Agenda Summary
Date: June 11, 2024

Agenda Item: 1(h)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Monthly Recovery Update

LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. None

Background:

This report continues the Monthly Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire. Included in this update are items related to recovery projects, advocacy economic recovery and development, communications and emergency operations.

Analysis:

ECONOMIC DEVELOPMENT

CDBG-DR Economic Development

- The Butte County allocation for CDBG DR Economic Development is \$18.7 Million
- The Town worked with our regional workforce partners on an application for a workforce training center, located on the Paradise High School campus, that will focus on resilient building techniques.
- Our partners include Paradise Unified School District, Butte College, Valley Contractor's Exchange, and NorTEC.
- The application has been submitted.
- Town staff is working with HCD on additional information needed to a determination on the application's eligibility for award.

Restoration of Regional Air Service

- Council approved an investment to the Revenue Guarantee Fund of \$75,000.
- Town staff is working with the Chico Airport to draft an agreement for this investment and facilitate the payment.

Healthcare

- Healthcare Committee members Mayor Ron Lassonde and Councilmember Steve Crowder, along with the Recovery and Economic Development Director attended the

Healthcare Steering Committee meeting, and presented a request for funding for a Community Healthcare Needs Assessment.

- This assessment would be a public document, facilitated by the Town of Paradise through a consultant and paid for by the Feather River Health Foundation and other partners.
- The Feather River Health Foundation Board approved this request for up to half of the cost of the assessment.
- Town Council approved funding half of the cost of the assessment.
- Town Staff is working with Feather River Health Foundation to begin the assessment process.

RECOVERY

Overall Hazard Mitigation Project Update

The Project Specific Programmatic Agreement that governs all environmental requirements for the project and has been the primary cause of project delays completed its final step on May 1.

It is now being routed for final signatures and overall approval for all projects is imminent.

Category 4 Tree Removal Program

- We opened the program to applicants in July of 2022 and received 577 applicants. This represents 1,014 acres of private property across the Town and nearly 12,000 trees.
- Phase 2 Federal Environmental Review actions are now complete. CalOES is now completing final reviews and obligation processes. We anticipate full approval in the next month.
- Town staff are working day with BCFSC on the implementation plan in order to be able to move quickly upon approval by FEMA.
- The first 4 RFPs for the project were published for a Tree Cutting Contractors, Forester, Archeology, and Biological Surveyors.
- In April, we began property owner outreach and authorization paperwork for Phase two tree removal. As of May 31, we have 279 properties with complete paperwork and work ready to commence. These properties represent about 75% of the total trees eligible for the program.

Early Warning System

- All 21 Towers are standing and operational.
- 21 of the 21 standing Towers have all aesthetic branches installed.
- 19 of the 21 Towers have completed trenching and are connected to permanent power or in process of final connections through PG&E.
- We anticipate full system completion, training and handover of the operation will occur in July 2024 in coordination with the future 24 hour dispatch center.
- Additional configuration, testing and sound level measurements are being collected with additional testing of towers during the first week of May.
- With FEMA/Cal OES approval of the modification of the towers to include in-home units, we are working through a timeline and process for installation and distribution.

Residential Ignition Resistant Retrofit Program

- This project was opened to residents to apply in May 2023 and closed July 31, 2023.
- 118 property owners have submitted applications.
- Assessments were completed in October 2023 and all Phase 1 closeout documents transferred to CalOES/FEMA for final environmental review.
- Phase 2 retrofit process will begin upon full approval of the environmental process.

Hazardous Fuels Reduction Program

- Town Council approved implementation plan. In March 2024.
- We are working with Cal OES on options for implementing this project within the approved grant budget due to additional monitoring needs and increased equipment cost.
- We expect to have a plan in place to coincide with full approval of the environmental process.

Defensible Space Code Enforcement

- The Defensible Space Code Enforcement project was fully approved and obligated in November 2023 by FEMA and CalOES
- Town Staff are coordinating the process to implement this project in order to have the program operating for the Spring 2024 inspection season.
- Town Council approved implementation plan in January 2024.
- Grant funded staff have been hired and are in place working in the community.

COMMUNICATIONS

Paradise Chamber Open House Weekend June 1st and 2nd

- The Paradise Chamber held their “Open House Weekend” June 1st and 2nd, which showcased the Town a great place to live to prospective residents.
- The Town of Paradise supported this event through sharing promotional information, as well as staffing a Town booth at the “Party in the Park” event during the weekend.
- Funding for this effort comes primarily from the TOT Community Reinvestment Program.

EMERGENCY MANAGEMENT

- An EOC training exercise for Town staff will be held in June.
- The Town is working on an agreement with Butte County for a virtual EOC platform to streamline EOC processes.
- The Town is working with Butte County to update the Local Hazard Mitigation Plan (LHMP) in advance of the 2024 deadline.

Financial Impact:

None.



**TOWN OF PARADISE
Council Agenda Summary
Date: June 11, 2024**

Agenda No. 1(h)

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

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Camp Fire Recovery Updates - Infrastructure

COUNCIL ACTION REQUESTED:

- 1. None, written monthly update only.

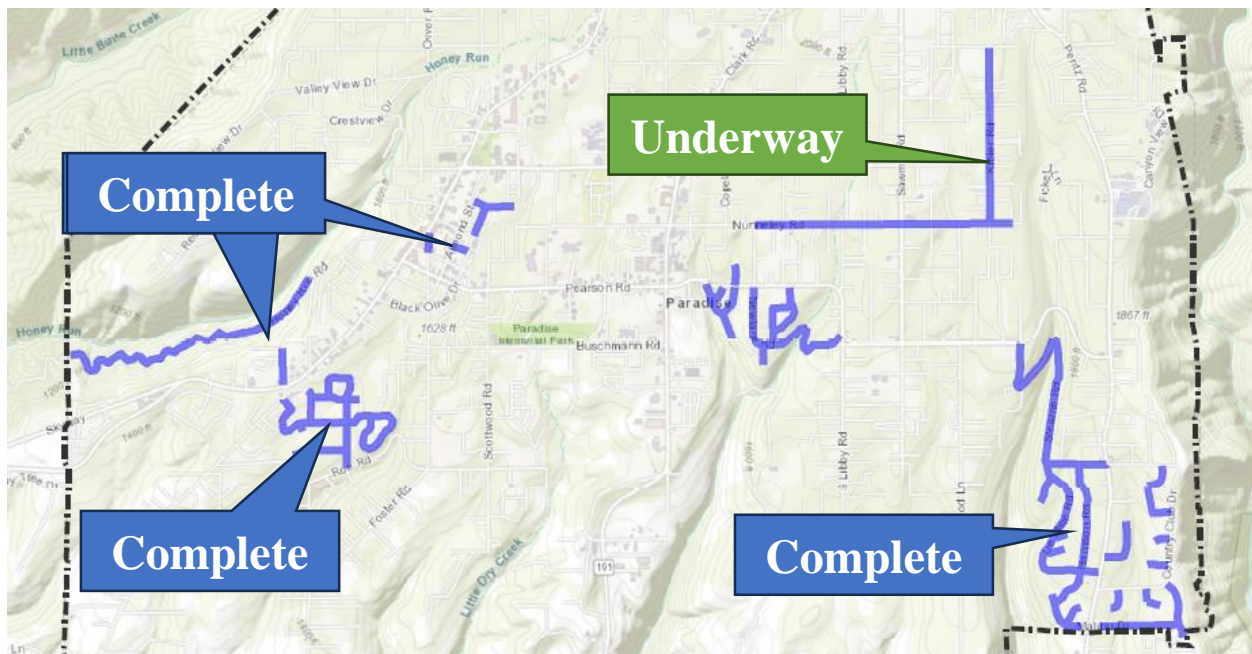
Background:

This report continues the Monthly Disaster Recovery Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire.

Analysis:

Road Rehabilitation

In August 2023, Town Council awarded a contract to Hat Creek Construction for road rehabilitation work in areas such as lower Honey Run Road, Circlewood Drive, Glen Drive, Stearns Road, DeMille Road, Malibu Drive, Nunneley Road, Kibler Road and others. The project's first phase is complete, paving the Circlewood neighborhood, Honey Run Road and downtown streets. Remaining work is underway and will be complete before the end of June 2024. A map of the project areas is provided below:



Paradise Sewer Project

Accomplishments in Past Month

- Facilitated the monthly PCT meeting, including coordination with the Butte Utility Council to provide a Paradise Sewer Project update & overview presentation.
- Supported PDB team progress for geotechnical borings, hydraulic model refinements, Risk Register kick-off, and project schedule and cost model review workshops.
- Continued coordination of all permit applications, including interactions with USFWS, NMFS, CDFW, CVRWQCB, CVFPB, SHPO, and USACE.

Key Activities in the Next Month

- Facilitate the next PCT meeting, including deeper dive alignment meetings with the City of Chico, Butte County and the Butte County Evacuation Committee.
- Support PDB team progress for geotechnical borings, hydraulic model refinements, Risk Register kick-off, and project schedule and cost model update workshops.
- Continue coordination of all permit applications, including interactions with USFWS, NMFS, CDFW, CVRWQCB, CVFPB, SHPO, and USACE. Specifically focus on permits related to near-term geotechnical borings.



Town of Paradise
Council Agenda Summary
Date: June 11, 2024

Agenda Item: 1(h)

ORIGINATED BY: Tony Lindsey, Community Development
 Director, Building & Code Enforcement

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Camp Fire Recovery Updates – Code Enforcement

LONG-TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. None

Background:

The Code Enforcement Division is committed to fostering a safe and appealing living and working environment. Our mission is to uphold and enhance our community's overall quality through the fair and impartial implementation of an enforcement program to rectify violations of municipal codes and land use regulations. In collaboration with residents, neighborhood associations, public service agencies, and other Town departments, we strive to:

- Promote voluntary compliance with Town codes.
- Identify and address violations promptly and fairly.
- Foster collaboration efforts to address community concerns.
- Actively engage with the community in navigating the code enforcement process.

Analysis:

Temporary Use Permits (TUPs) are issued under the Urgency Ordinance (Exhibit A).

| | May | April |
|-----------------------------------|-----|-------|
| Parcels permitted to occupy an RV | 70* | 74 |
| Accessory structures | 13 | 13 |

*57 individuals have provided proof of utility connection, while 13 have not and are currently in violation. Notices and citations have been issued to those in violation. If no response is received, revocation hearings will be scheduled.

RV Code Enforcement activity. (Exhibit B):

| | May | April |
|------------------------------------|-----|-------|
| Occupied sites without TUPs | 52 | 51 |
| Occupied sites with TUP Violations | 11 | 21 |
| Compliance gained/RV cases closed | 24 | 5 |

The Community Enhancement Outreach Team, comprised of Disaster Case Managers, Fire Prevention, Housing, Police Department, and Code Enforcement personnel, visited permitted and unpermitted RV sites. Throughout these visits, the team engaged with community members to address unmet needs and provided information about available assistance programs.

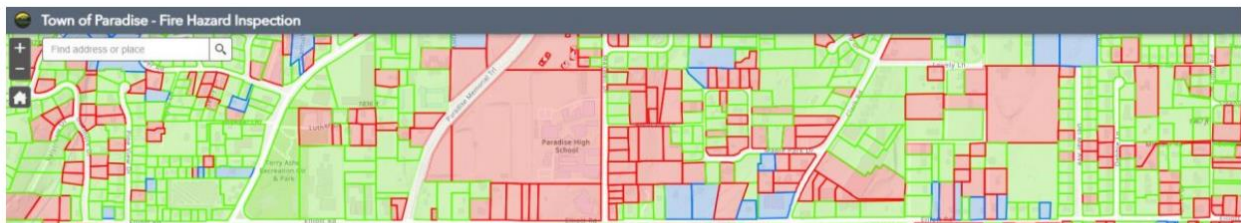
| | May | April |
|------------------------------|-----|-------|
| Sites Visited | 10 | 17 |
| Community members contacted | 7 | 9 |
| Tenants | 2 | 3 |
| Owner-occupied | 5 | 6 |
| Supplied contact information | 5 | 9 |
| Do not qualify | 0 | 2 |

Fire Prevention is crucial to our community's safety and supports our continued economic growth, focusing on three primary goals: Education, Engineering, and Enforcement. Our defensible space and hazardous fuel management ordinance requires property owners to uphold fire-safe conditions, regardless of residency. The dedicated Fire Prevention team conducts weed abatement inspections on 11,088 parcels throughout our community to ensure compliance and reduce fire hazards.

| | May | April |
|-------------------------------------|-------------|-------------|
| Escrow defensible space inspections | | |
| • Clearance requests received | 93 | 74 |
| • Certificates issued | 79 | 66 |
| • Land Surveyor's Certifications | 11 | 20 |
| • First inspection compliance rate | 83% | 93% |
| Weed abatement inspections | | |
| • Compliant parcels | 5,848 – 53% | 1,505 – 14% |
| • Active Code cases | 272 | 170 |
| • Commercial parcels | 15 | 12 |
| • Residential parcels | 257 | 158 |

The Town's Weed Abatement map is updated with the latest Defensible Space inspection results.

Weed Abatement Map

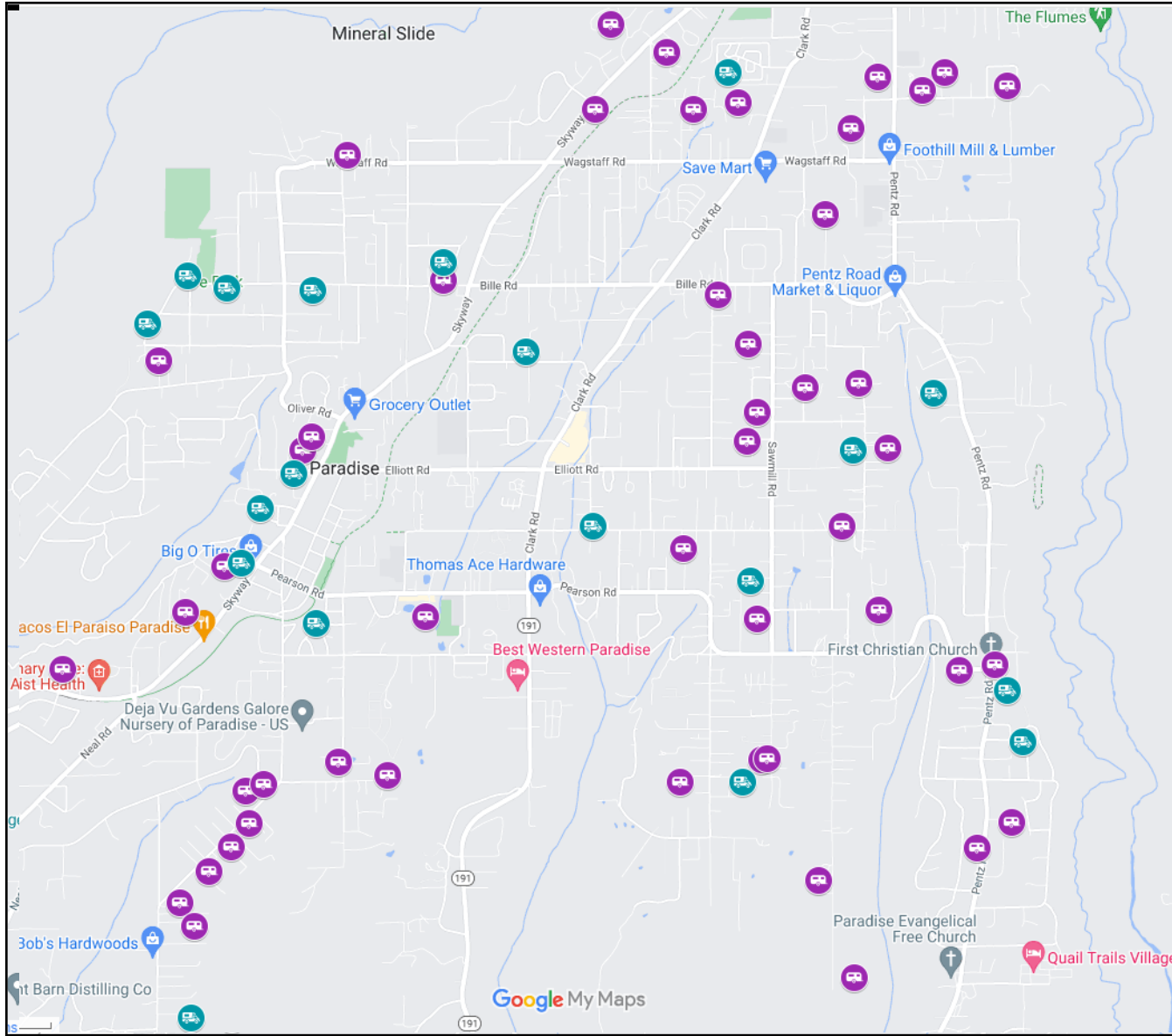


Is your lot compliant? Fire hazard inspection status can now be viewed on our [interactive map](#).

Other Code Enforcement Items:

| | May | April |
|-----------------------------|-----|-------|
| Abandoned Vehicle Authority | | |
| • Abatements | 1 | 7 |

Additionally, Code Enforcement received complaints covering various issues, including waste and refuse problems, zoning violations, construction without the required permits, fire hazards, concerns about vehicles, unauthorized dwellings, and the absence of garbage service.

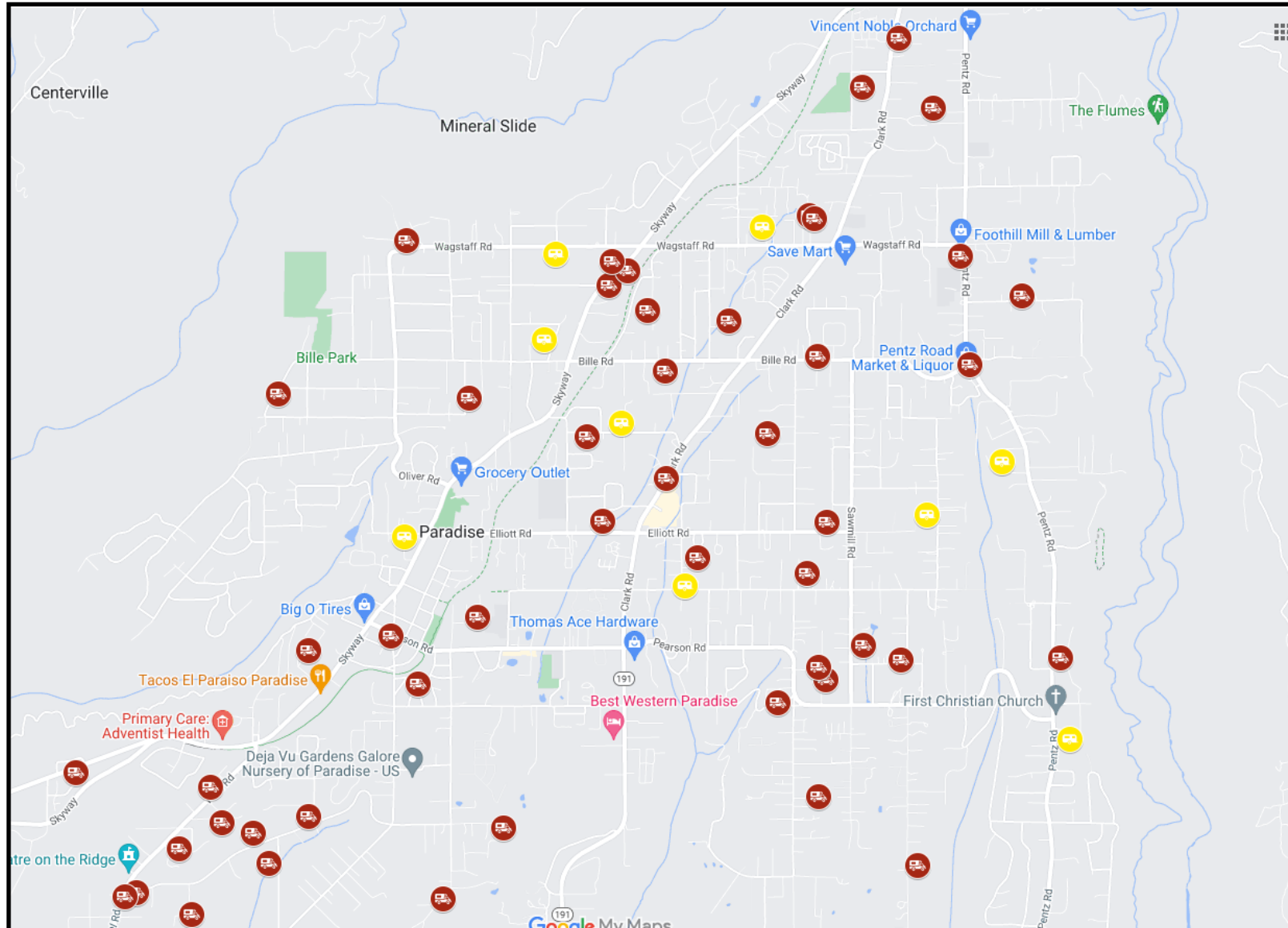


TUP - No Utilities Provided 13



RV TUP Extended 57

TUP Violations 5/30/2024



Violations w/ TUP 11



RV no TUP 52



Town of Paradise
Council Agenda Summary
Date: June 11, 2024

Agenda Item: 1(h)

ORIGINATED BY: Kate Anderson, Business and Housing Manager
REVIEWED BY: James Goodwin, Town Manager
SUBJECT: Housing Recovery Update
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. None

Background:

This report provides the Town Council with an update on Housing activities.

Analysis:

We have 35.5% of our pre-disaster housing stock to-date (1,377 surviving units + 2,890 new CofOs to-date [an increase of 24 from last month] = 4,267 habitable dwellings / 12,015 housing units before the Camp Fire). An additional 811 permits have been issued but have not received their CofO yet.

Town of Paradise Owner-Occupied Rehabilitation/Reconstruction Program (\$16 million) -- This program helps homeowners rehabilitate or reconstruct their home. We have completed 55 homes, 9 are under construction, and 12 applications in process.

Town of Paradise First-Time Homebuyer Program (\$7 million) -- Helping to make home ownership more affordable. We have assisted 37 households to-date and have 11 applications in process.

CDBG-DR Multifamily Rental Housing Program (\$55 million) -- Affordable rental housing. Seven (7) projects are eligible for funding; a total of 292 units. One project has leased up, and four projects (146 units) are under construction, 55 of which should be ready by this fall. The 2 remaining projects are awaiting tax credits.

CDBG (2023 Annual Allocation=\$100,691; unspent funds=\$109,305) -- Continuing to fund public services. The Annual Plan for 2024 allocates funds to economic development. CV funds (\$208,244 not included above) can assist households living in RVs with emergency rental assistance; applications available now; 1 application has been approved.

HOME Infill New Construction (\$700,000) -- Create affordable housing for first-time homebuyers. Grant has been awarded but still waiting for Standard Agreement from HCD.

Permanent Local Housing Allocation (PLHA) (\$399,166) – Allocates matching funds to North Valley Housing Trust to administer short-term, pre-development loans for affordable multifamily projects. First predevelopment loan of \$400,000 has been made (\$200,000 of PLHA funds).

Financial Impact:

None.



**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 5:30 PM – May 14, 2024**

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Lassonde at 5:30 p.m. in the Council Chambers located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve Crowder, Steve “Woody” Culleton, Rose Tryon and Ronald Lassonde Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Jim Goodwin, Town Attorney Scott E. Huber, Deputy Town Clerk Melanie Elvis, Information Systems Director Luis Marquez and Administrative Assistant Sheris Alvies.

At 5:32 p.m. Mayor Lassonde announced that the Town Council would adjourn to Closed Session for the following item:

2. CLOSED SESSION

- 2a. Pursuant to Government Code Section 54957, the Town Council will hold a closed session relating to the appointment of the Town Attorney.

After reconvening from Closed Session at 5:59 p.m. Mayor Lassonde announced that direction was given; no reportable action was taken.

3. ADJOURNMENT

Mayor Lassonde adjourned the Council meeting at 6:00 p.m.

Date approved:

By:

Attest:

Ronald Lassonde, Mayor

Melanie Elvis, Deputy Town Clerk



TOWN COUNCIL Meeting Minutes

6:00 PM – May 14, 2024

1. OPENING

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

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve Crowder, Steve “Woody” Culleton, Rose Tryon and Ronald Lassonde, Mayor

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Jim Goodwin, Town Attorney Scott E. Huber, Deputy Town Clerk Melanie Elvis, Finance Director/Town Treasurer Aimee Belev, Public Works Director/Town Engineer Marc Mattox, Community Development Director Susan Hartman, Community Development Director Tony Lindsey, Business and Housing Manager Kate Anderson, Recovery and Economic Development Director Colette Curtis, Information Systems Director Luis Marquez, Administrative Assistant Sheris Alvies, Police Chief Eric Reinbold, Police Lieutenant Anthony Borgman, and Fire Chief Garrett Needles.

- 1a. Camp Fire Recovery Updates - Written reports are included in the agenda packet. (110-60-061)

Colette Curtis, Recovery and Economic Development Director - Recovery Projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations.

Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update.

Tony Lindsey, CDD-Building and Code Enforcement-Code Enforcement Update.

Kate Anderson, Business and Housing Manager-Business and Housing Update.

2. CONSENT CALENDAR

MOTION by Bolin, seconded by Lassonde, approved consent calendar items 2a through 2d. Item 2e was removed from the consent calendar by Vice Mayor Bolin due to a potential conflict of interest. Roll call vote was unanimous.

- 2a. Approved minutes of the April 9, 2024, Regular and Special Town Council meetings and April 22, 2024, Special Town Council meeting.
- 2b. Approved April 2024 Cash Disbursements in the amount of \$3,610,985.82. (310-10-035)
- 2c. Adopted Resolution No. 2024-29, "A Resolution of the Town Council of the Town of Paradise acknowledging receipt of a report made by the Fire Chief of the Paradise Fire Department regarding the inspection of certain occupancies required to perform annual inspections in such occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code." (440-50-001)
- 2d. Adopted Resolution No. 2024-30, "A Resolution of the Town Council of the Town of Paradise Adopting a List of Projects for Fiscal Year 2024/2025 Funded by SB1: The Road Repair and Accountability Act Of 2017." (950-40-034)
- 2e. ITEM REMOVED FROM THE CONSENT CALENDAR

3. ITEMS REMOVED FROM CONSENT CALENDAR

Vice Mayor Bolin recused himself from the dais due to a potential conflict of interest.

- 2e. **MOTION by Tryon, seconded by Crowder**, approved the Professional Services Agreements and authorized the Town Manager to execute the contract upon full Category 4 Tree Removal Program approval by FEMA and CalOES: a. Biological Surveying and Monitoring Contract with Mountain Engineering. b. Archaeological Surveying and Monitoring Contract with Mountain Engineering. c. Tribal Monitoring Contract with the Mechoopda Indian Tribe of Chico Rancheria. d. Tribal Monitoring Contract with the Mooretown Rancheria. e. Tribal Monitoring Contract with the Enterprise Rancheria. Roll call vote was unanimous. (420-25-009, 510-20-432, 510-20-433, 510-20-434, 510-20-435, 510-20-436)

4. PUBLIC COMMUNICATION

- 1. Deputy Town Clerk Melanie Elvis read a comment submitted by Rich Gowins stating he supports the efforts to have the Governor amend AB1054; he supports the efforts to have California Civil Code 845 amended; and that he supports the fight for the Federal Tax Waiver for fire victims.
- 2. Carrie Max shared that the Garden Club is hosting "A Medley of Gardens" garden tour on June 1st and 2nd, 2024.

5. PUBLIC HEARINGS

- 5a. Community Development Director Susan Hartman provided an overview of the proposed franchise agreement amendments and rate structure for Norther Recycling and Waste Services for solid waste, recycling, and organics collection services.

Mayor Lassonde opened the public hearing at 6:15 p.m.

1. John Cronister spoke in opposition to the item. He said he does not generate enough garbage to make the rate increase worth it. He said he didn't think the Town should bail out a company who can't afford to be in business.

2. Rocky Davis spoke in opposition to the item. She didn't think it was fair for the price to increase so much for Multi-Family Housing when they produce barely any yard waste. She thought the Town should get bids from other companies who don't just depend on Paradise and Magalia for business.

NRWS, General Manager Doug Speicher clarified that NRWS services other communities besides Paradise and Magalia and that it was because of those other communities that they could afford to service Paradise at a loss.

3. Carrie Max asked how Town staff notified property owners of the proposed rate structure changes.

Community Development Director Susan Hartman clarified that 11,500 notices were mailed to each property owner, as well as including information on the Town's website.

4. Dan Pride spoke in opposition of the item.

5. Vickie Smith asked how much money NRWS made on the debris removal process.

Doug Speicher clarified that only two trucks were used for Camp Fire debris removal. He also shared that after the fire, NRWS had been for sale because they had been losing money. They are hopeful that the proposed rates will be the highest they will ever be, and that by changing the model from CPI to Operating Rates, they will be able to lower the rates when more people rebuild.

6. Anne Lisone from the Stoneridge Community asked why there was such a disproportionate increase for Multi-Family Housing than for residential.

Doug Speicher clarified that the scaled economy of rate for Multi-Family Housing was artificially low and that the increase will bring them up to where they should have been all along.

7. John Cronister stated that he didn't think people rebuilding would cause prices to decrease as many lots are being bought 4-5 at a time by a single owner.

8. Eric (last name unknown) asked, for those people who are currently composting, if they would be able to receive a reduction in the rate increase.

Community Development Director Susan Hartman clarified that per State law, exemptions are only available for commercial properties.

Mayor Lassonde closed the public hearing at 6:42 p.m.

MOTION by Culleton, seconded by Bolin, Adopted Resolution No. 2024-31, "A Resolution of the Town Council of the Town of Paradise Authorizing the Execution of an Amended and Restated Franchise Agreement with Northern Recycling and Waste Services for Solid Waste, Recycling, and Organics Collection Services for the Town of Paradise, Subject to the Approval of the Town Attorney." Roll call vote was unanimous. (535-10-001, 940-10-031)

- 5b. Community Development Director Susan Hartman provided an overview of the proposed Urgency Ordinance relating to a moratorium on the establishment of single-family residence, two-family residence, and multiple-family residence land uses within the Central Business Zoning District.

Mayor Lassonde opened the public hearing at 6:55 p.m.

1. Rowland Sinclair spoke in opposition to this item. He didn't think the Town should take away choices of what people can build on their own properties.
2. Vickie Smith spoke in opposition to this item. She said that downtowns were dying, and that the Town would be limiting options on what people could build. She said she had hoped to rebuild with an office in the front and a residence in the back of the building.

Mayor Lassonde clarified that this moratorium would not affect mixed-use buildings.

3. Gail Muntiferer spoke in favor of this item. She stated that residential housing isn't a good match for a downtown and that low-income, Multi-Family Housing, and single-family residences should be somewhere else.
4. Kelly Konzelman spoke in favor of this item. He stated that what is needed is business and that it would be a mistake not to take advantage of the commercial district.

5. Linda Hortonlions wanted to know if there was a way for people to transfer their land to a different area to give them options and that creating a restriction on where people could build homes could further put people in limbo.

Mayor Lassonde closed the public hearing at 7:11 p.m.

MOTION by Bolin, seconded by Crowder, 1. Waived the entire reading of Town Ordinance No. 635 and read by title only; and 2. Adopted Town Urgency Ordinance No. 635, “An Interim Urgency Ordinance of the Town Council of the Town of Paradise Enacting a Moratorium on the Establishment of Single-Family Residence, Two-Family Residence, and Multiple-Family Residence Land Uses Within the Central Business Zoning District”. Roll call vote was unanimous. (540-16-204)

- 5c. Mayor Lassonde opened the public hearing for public input related to the use of military equipment by the Paradise Police Department at 7:19 p.m.

There were no public comments.

Mayor Lassonde closed the public hearing at 7:19 p.m.

MOTION by Bolin, seconded by Culleton, 1. Approved the updated Military Equipment policy for Paradise Police Department; and 2. Approved the continued use and renewal of Ordinance No. 615. Roll call vote was unanimous. (480-05-013)

6. COUNCIL CONSIDERATION

- 6a. Recovery and Economic Development Director Colette Curtis provided an overview of the proposed agreement with Urban Design Associates.
 1. Victor Beller stated that he didn’t think industrial businesses should be allowed in the downtown commercial area due to pollution.

MOTION by Bolin, seconded by Tryon, authorized the Town Manager to enter into an agreement with Urban Design Associates (UDA) to complete an initial assessment of downtown Paradise to refine the area included in the downtown zoning urgency ordinance. Roll call vote was unanimous. (510-20-437)

- 6b. Recovery and Economic Development Director Colette Curtis presented the proposed resolution and recommended projects for 2023-2024 Funding Year of the State CDBG Mitigation Resilient Planning and Public Services (MIT-PPS) Program.

MOTION by Culleton, seconded by Tryon, adopted Resolution No. 2024-32 “A Resolution of the Town Council of the Town of Paradise Repealing and Replacing Resolution No. 2024-18 and Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2023-2024 Funding Year of the State CDBG Mitigation Resilient Planning and Public Services (MIT-PPS) Program.” Roll call vote was unanimous. (710-10-107)

- 6c. Finance Director/Town Treasurer Aimee Belevu presented the proposed policy update for the Paradise Recovery and Operations (PRO) Fund.

MOTION by Bolin, seconded by Tryon, adopted Resolution No. 2024-33 “A Resolution of the Town Council of the Town of Paradise Updating Policies Relating to the Paradise Recovery and Operations (PRO) Fund.” AYES: Crowder, Bolin, Tryon, and Lassonde; NOES: None; ABSENT: None; ABSTAIN: Culleton. (340-05-053)

- 6d. Finance Director/Town Treasurer Aimee Belevu presented the proposed budget adjustments to the 2023/2024 FY Budget.

MOTION by Bolin, seconded by Culleton, 1. Approved filing the financial information provided by staff concerning the FY 2023-2024 operating and capital budgets; 2. Approved staff recommended budget adjustments; and, 3. Adopted Resolution No. 2024-34 “A Resolution of the Town Council of the Town of Paradise Adopting Budget Amendments to the 2023/2024 Fiscal Year Operating Budget.” Roll call vote was unanimous. (340-40-017)

- 6e. Public Works Director/Town Engineer Marc Mattox provided an overview of staff’s recommendation to rescind the award of the 2024 On-System Road Rehabilitation/HSIP Systemic Intersection Safety Improvement Project to Lamon Construction, reject all bids received, and re-advertise for bids.

1. Carrie Max asked which roads would be affected by the project.
2. John Cronister asked how much money was wasted in the process of awarding the original bid and re-advertising the project.

Town Engineer Marc Mattox clarified that there would be no additional costs incurred and that the cost to rebid the project is already budgeted. Town Attorney Scott E. Huber added that it wasn’t the Town that didn’t follow the rules, it was the bidder who had not done their due diligence to meet the prescribed project requirements.

MOTION by Culleton, seconded by Bolin, 1. Pursuant to Public Contract Code Section 20166, to rescind the award of the 2024 On-System Road Rehabilitation/HSIP Systemic Intersection Safety Improvement Project and reject all bids received, and; 2. Adopted Resolution No. 2024-35, "A resolution of the Town Council of the Town of Paradise approving the updated plans and specifications for the 2024 On-System Road Rehabilitation /HSIP Systemic Intersection Safety Improvement Project and authorizing re-advertisement for bids on the projects." Roll call vote was unanimous. (510-20-428, 950-40-071)

- 6f. Town Engineer Marc Mattox provided an overview of the revised plans and specifications for the Animal Shelter Expansion Project.

MOTION by Bolin, seconded by Crowder, adopted Resolution No. 2024-36, "A resolution of the Town Council of the Town of Paradise approving the revised plans and specifications for the Animal Shelter Expansion Project and authorizing advertisement for bids on the project." Roll call vote was unanimous. (410-50-002)

- 6g. Town Attorney Scott E. Huber announced that three Town Council members, Mayor Lassonde, Vice Mayor Bolin and Council Member Tryon had a potential conflict of interest with this item. As the item must be heard by at least a quorum of the Council and passed by a majority of those present, pursuant to FPPC Guidelines the three members who had a potential conflict of interest participated in drawing straws when the project was first presented to Council in December 2023. Town Clerk Volenski presented straws for each of the three Council Members to draw, with Council Member Tryon drawing the shortest straw, allowing her to remain on dais for the vote, while Mayor Lassonde and Vice Mayor Bolin recused themselves from the dais. Town Attorney Scott E. Huber stated that for consistency, Mayor Lassonde and Vice Mayor Bolin would recuse themselves from the dais at this meeting, and Council Member Tryon, who drew the shortest straw in December, remain on the dais to keep a quorum. Mayor Lassonde and Vice Mayor Bolin recused themselves from the dais at 8:19 p.m.

Town Engineer Marc Mattox presented the proposed resolution to award the Construction Contract No. 8407.2 CON, 2024 Off-System Road Rehabilitation Project, to Baldwin Contracting Company, Inc. dba Knife River Construction.

MOTION by Culleton, seconded by Crowder, adopted Resolution No. 2024-37, "A Resolution of the Town Council of the Town of Paradise Awarding Construction Contract No. 8407.2 CON, 2024 Off-System Road Rehabilitation Project, to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid of \$7,565,944.94 and designating authority to the Town Manager to Execute an Agreement with Baldwin Contracting Company, Inc. dba Knife River Construction and to

approve contingency expenditures not exceeding 10%”. AYES: Crowder, Culleton; NOES: None; ABSENT: Bolin, Lassonde; ABSTAIN: Tryon
MOTION CARRIES (510-20-438, 950-40-071)

- 6h. Deputy Town Clerk Melanie Elvis presented the proposed resolutions relating to the November 5, 2024, General Municipal Election.

MOTION by Tryon, seconded by Culleton, 1. Adopted Resolution No. 2024-38, “A Resolution Calling and Giving Notice for the Holding of a General Municipal Election for the Election of Three Council Members.” 2. Adopted Resolution No. 2024-39, “A Resolution Requesting the Butte County Board of Supervisors to Consolidate a General Municipal Election.” 3. Adopted Resolution No. 2024-40, “A Resolution Adopting Regulations for Candidate Statements.” Roll call vote was unanimous. (530-10-068)

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items – None

- 7b. Council reports on committee representation:

Council Member Culleton attended the Solid Waste Committee meeting; Chocolate Fest and shared that the Cinderella Ballet would be playing and the Paradise Performing Arts Center.

Council Member Crowder attended several ribbon cuttings; participated in the Washing D.C. advocacy trip; and attended the Community Leadership Lunch hosted by Butte County Superior Court.

Vice Mayor Bolin attended the monthly LAFCo meeting and a Solid Waste Committee meeting.

Council Member Tryon participated in the Washington D.C. advocacy trip; attended the monthly BCAQM and BCAG and BCFSC meetings. She also encouraged residents to attend the Garden Club tour and shared that she would not be running for re-election.

Mayor Lassonde attended an Explore Butte County Advisory Leadership Workshop; a cornerstone ceremony at Paradise High; the Gold Nugget Day Parade; met with staff over on how to improve the business plans process; and attended the Paradise Arts Center Fundraiser.

- 7c. Future Agenda Items – None

8. STAFF COMMUNICATION

- 8a. Town Manager Jim Goodwin praised the Washington D.C. advocacy trip team on their preparation and presentations. Mr. Goodwin also shared that he was able to attend Gold Nugget Days and the Chocolate Fest for the first time.

Community Development Director shared that Mercy Housing on Cypress Lane broke ground on Phase I; the Community Development Department would be reviewing plans for tenant infill for 5 Below; reviewing plans for the Paradise Recreation and Park District Community Center; shared the Butte County Fire Safe Council Goat Festival was postponed until June 2nd; two Limited-Term Fire Prevention Inspectors started the week of May 6th and that the BRC held septic training and testing and that there are now 40 licensed companies to service Paradise.

9. CLOSED SESSION - None

10. ADJOURNMENT

Mayor Lassonde adjourned the meeting at 8:34 p.m.

Date approved:

By:

Attest:

Ronald Lassonde, Mayor

Melanie Elvis, Deputy Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
May 1, 2024 - May 31, 2024



CASH DISBURSEMENTS REPORT
May 1, 2024 - May 31, 2024

| Check Date | Pay Period End | Description | Amount | Total |
|-------------------------|-----------------------|--|------------------------|-------------------------------|
| 5/10/2024 | 5/5/2024 | Net Payroll - Direct Deposits and Checks | \$ 227,812.83 | |
| 5/24/2024 | 5/19/2024 | Net Payroll - Direct Deposits and Checks | \$ 236,053.29 | |
| | | | | \$ 463,866.12 |
| Accounts Payable | | | | |
| | | Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc. | 425,283.26 | |
| | | Operations Vendors: Supplies, Contracts, Utilities, Etc. | <u>\$ 6,963,379.65</u> | |
| | | TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE | | <u>7,388,662.91</u> |
| | | GRAND TOTAL CASH DISBURSEMENTS | | <u><u>\$ 7,852,529.03</u></u> |

APPROVED BY: _____
 Aimee Belev - Finance Director/Town Treasurer

APPROVED BY: _____
 Jim Goodwin - Town Manager

Payment Register

From Payment Date: 5/1/2024 - To Payment Date: 5/31/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---------------------------|------------|--------|-------------|----------------------------|------------------|---|-----------------------|----------------------|------------|
| AP TCB - General Checking | | | | | | | | | |
| Check | | | | | | | | | |
| 86463 | 05/01/2024 | Open | | | Accounts Payable | 49er Communications, Inc | \$1,128.83 | | |
| 86464 | 05/01/2024 | Open | | | Accounts Payable | 4LEAF, Inc | \$4,980.00 | | |
| 86465 | 05/01/2024 | Open | | | Accounts Payable | ADO Professional Solutions, Inc. | \$7,882.41 | | |
| 86466 | 05/01/2024 | Open | | | Accounts Payable | ALLIANT INSURANCE | \$778.00 | | |
| 86467 | 05/01/2024 | Open | | | Accounts Payable | Amazon Capital Services | \$1,168.63 | | |
| 86468 | 05/01/2024 | Open | | | Accounts Payable | Angelo, Kilday & Kilduff, LLP | \$283.00 | | |
| 86469 | 05/01/2024 | Open | | | Accounts Payable | AT&T MOBILITY | \$89.46 | | |
| 86470 | 05/01/2024 | Open | | | Accounts Payable | AT&T/CALNET3 - Summary | \$3,404.55 | | |
| 86471 | 05/01/2024 | Open | | | Accounts Payable | Ballou, Jesse | \$189.75 | | |
| 86472 | 05/01/2024 | Open | | | Accounts Payable | Big O Tires | \$533.13 | | |
| 86473 | 05/01/2024 | Open | | | Accounts Payable | Blancett, Jacquelyn | \$198.77 | | |
| 86474 | 05/01/2024 | Open | | | Accounts Payable | Blue Flamingo Marketing Advocates | \$3,426.15 | | |
| 86475 | 05/01/2024 | Open | | | Accounts Payable | Broad & Gusman | \$4,000.00 | | |
| 86476 | 05/01/2024 | Open | | | Accounts Payable | Bureau Veritas North America, Inc | \$16,830.00 | | |
| 86477 | 05/01/2024 | Open | | | Accounts Payable | BUTTE CO SHERIFF'S OFFICE | \$78,700.92 | | |
| 86478 | 05/01/2024 | Open | | | Accounts Payable | CALIFORNIA BUILDING STANDARDS COMMISSION | \$1,047.00 | | |
| 86479 | 05/01/2024 | Open | | | Accounts Payable | CALIFORNIA STATE DEPARTMENT OF CONSERVATION | \$3,028.96 | | |
| 86480 | 05/01/2024 | Open | | | Accounts Payable | CAPIO | \$275.00 | | |
| 86481 | 05/01/2024 | Open | | | Accounts Payable | Cole Huber LLP | \$57,898.39 | | |
| 86482 | 05/01/2024 | Open | | | Accounts Payable | Conflux Construction Inc | \$910.00 | | |
| 86483 | 05/01/2024 | Open | | | Accounts Payable | Creative Composition Inc | \$8,544.59 | | |
| 86484 | 05/01/2024 | Open | | | Accounts Payable | Crossfire Tree & Vegetation Services | \$5,574.30 | | |
| 86485 | 05/01/2024 | Open | | | Accounts Payable | Crowder, Steven | \$967.23 | | |
| 86486 | 05/01/2024 | Open | | | Accounts Payable | CSG Consultants, Inc. | \$25,110.00 | | |
| 86487 | 05/01/2024 | Open | | | Accounts Payable | Dokken Engineering, Inc. | \$907.72 | | |
| 86488 | 05/01/2024 | Open | | | Accounts Payable | Down Range Indoor Training Center | \$856.16 | | |
| 86489 | 05/01/2024 | Open | | | Accounts Payable | Eaglepoint Pacific Associates, a CA LP | \$1,188,837.98 | | |
| 86490 | 05/01/2024 | Open | | | Accounts Payable | Elk Grove Auto / Winner Chevrolet | \$57,148.57 | | |
| 86491 | 05/01/2024 | Open | | | Accounts Payable | ENLOE MEDICAL CENTER, INC. | \$354.00 | | |
| 86492 | 05/01/2024 | Open | | | Accounts Payable | Golden State Emergency Vehicle Service, Inc. | \$3,100.67 | | |
| 86493 | 05/01/2024 | Open | | | Accounts Payable | Goodwin, James | \$919.56 | | |
| 86494 | 05/01/2024 | Open | | | Accounts Payable | GREAT AMERICA LEASING CORP. | \$156.25 | | |
| 86495 | 05/01/2024 | Open | | | Accounts Payable | Guardian Public Safety Background Investigations | \$1,450.00 | | |
| 86496 | 05/01/2024 | Open | | | Accounts Payable | Habitat for Humanity of Butte County | \$250.00 | | |
| 86497 | 05/01/2024 | Open | | | Accounts Payable | Hawkins Delafield & Wood LLP | \$1,120.00 | | |
| 86498 | 05/01/2024 | Open | | | Accounts Payable | HLP, INC / CHAMELEON SOFTWARE PRODUCTS | \$7.00 | | |
| 86499 | 05/01/2024 | Open | | | Accounts Payable | Hope Crisis Response Network, Inc | \$15,000.00 | | |
| 86500 | 05/01/2024 | Open | | | Accounts Payable | Housing Authority of the County of Butte | \$348,792.50 | | |
| 86501 | 05/01/2024 | Open | | | Accounts Payable | I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP | \$4,008.10 | | |
| 86502 | 05/01/2024 | Open | | | Accounts Payable | INTERSTATE OIL COMPANY | \$483.86 | | |
| 86503 | 05/01/2024 | Open | | | Accounts Payable | Interstate Steel Structures Inc | \$10,903.05 | | |

Payment Register

From Payment Date: 5/1/2024 - To Payment Date: 5/31/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|--|-----------------------|----------------------|------------|
| 86504 | 05/01/2024 | Open | | | Accounts Payable | J.J.R. Enterprises Inc | \$1,098.66 | | |
| 86505 | 05/01/2024 | Open | | | Accounts Payable | Jeremy Rodriguez & Gia Edwards | \$400.00 | | |
| 86506 | 05/01/2024 | Open | | | Accounts Payable | JOHNNY ON THE SPOT PORTABLES | \$186.65 | | |
| 86507 | 05/01/2024 | Open | | | Accounts Payable | Kathleen Yugo | \$499.85 | | |
| 86508 | 05/01/2024 | Open | | | Accounts Payable | KP Research Services, Inc. | \$3,750.00 | | |
| 86509 | 05/01/2024 | Open | | | Accounts Payable | L.N. CURTIS & SONS | \$230.19 | | |
| 86510 | 05/01/2024 | Open | | | Accounts Payable | LIFE ASSIST INC | \$548.35 | | |
| 86511 | 05/01/2024 | Open | | | Accounts Payable | McGuire Pacific Constructors | \$3,739.55 | | |
| 86512 | 05/01/2024 | Open | | | Accounts Payable | Mendes Supply Company | \$41.80 | | |
| 86513 | 05/01/2024 | Open | | | Accounts Payable | Mercy Housing California 113, L.P. | \$185,467.93 | | |
| 86514 | 05/01/2024 | Open | | | Accounts Payable | Meyers Police K-9 Training, LLC | \$1,050.00 | | |
| 86515 | 05/01/2024 | Open | | | Accounts Payable | MID VALLEY TITLE & ESCROW | \$100,000.00 | | |
| 86516 | 05/01/2024 | Open | | | Accounts Payable | NAPA Auto Parts | \$85.63 | | |
| 86517 | 05/01/2024 | Open | | | Accounts Payable | NCCSIF TREASURER | \$1,212.00 | | |
| 86518 | 05/01/2024 | Open | | | Accounts Payable | NICOLETTI, CHRISTOPHER | \$172.50 | | |
| 86519 | 05/01/2024 | Open | | | Accounts Payable | North State Tire Co. Inc. | \$511.27 | | |
| 86520 | 05/01/2024 | Open | | | Accounts Payable | NORTHSTAR | \$1,580.00 | | |
| 86521 | 05/01/2024 | Open | | | Accounts Payable | Nutrien | \$13,312.53 | | |
| 86522 | 05/01/2024 | Open | | | Accounts Payable | NV5, Inc. | \$84.15 | | |
| 86523 | 05/01/2024 | Open | | | Accounts Payable | O'REILLY AUTO PARTS | \$821.19 | | |
| 86524 | 05/01/2024 | Open | | | Accounts Payable | OFFICE DEPOT ACCT#36233169 | \$789.92 | | |
| 86525 | 05/01/2024 | Open | | | Accounts Payable | Oroville Tow & Salvage | \$840.00 | | |
| 86526 | 05/01/2024 | Open | | | Accounts Payable | PACIFIC GAS & ELECTRIC | \$420.18 | | |
| 86527 | 05/01/2024 | Open | | | Accounts Payable | PARADISE POST | \$256.71 | | |
| 86528 | 05/01/2024 | Open | | | Accounts Payable | Peters, Habib, McKenna, Juhl- Rhodes & Cardoza, LLP | \$3,953.00 | | |
| 86529 | 05/01/2024 | Open | | | Accounts Payable | Shelby's Pest Control, Inc. | \$100.00 | | |
| 86530 | 05/01/2024 | Open | | | Accounts Payable | Spherion Staffing | \$4,518.70 | | |
| 86531 | 05/01/2024 | Open | | | Accounts Payable | State Water Resources Control Board | \$200.00 | | |
| 86532 | 05/01/2024 | Open | | | Accounts Payable | The Ferguson Group | \$5,000.00 | | |
| 86533 | 05/01/2024 | Open | | | Accounts Payable | THOMAS ACE HARDWARE | \$166.83 | | |
| 86534 | 05/01/2024 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - ENG. DEPT. | \$35.07 | | |
| 86535 | 05/01/2024 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - FIRE DEPT. | \$222.66 | | |
| 86536 | 05/01/2024 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - POLICE DEPT. | \$7.71 | | |
| 86537 | 05/01/2024 | Open | | | Accounts Payable | Tri Flame Propane | \$903.79 | | |
| 86538 | 05/01/2024 | Open | | | Accounts Payable | Tryon, Rose | \$677.19 | | |
| 86539 | 05/01/2024 | Open | | | Accounts Payable | TUCKER PEST CONTROL INC | \$95.00 | | |
| 86540 | 05/01/2024 | Open | | | Accounts Payable | TURNBOW, DAVID LYNN | \$220.00 | | |
| 86541 | 05/01/2024 | Open | | | Accounts Payable | TURNBOW, DEBBIE | \$539.00 | | |
| 86542 | 05/01/2024 | Open | | | Accounts Payable | VALLEY OAK VETERINARY CENTER | \$1,199.27 | | |
| 86543 | 05/01/2024 | Open | | | Accounts Payable | VERIZON WIRELESS | \$249.50 | | |
| 86544 | 05/01/2024 | Open | | | Accounts Payable | VERIZON WIRELESS | \$1,206.48 | | |
| 86545 | 05/01/2024 | Open | | | Accounts Payable | WILGUS FIRE CONTROL INC | \$766.43 | | |
| 86546 | 05/01/2024 | Open | | | Accounts Payable | WILSON PRINTING | \$1,088.05 | | |
| 86547 | 05/09/2024 | Open | | | Accounts Payable | ICMA 457 - MissionSquare | \$1,660.28 | | |

Payment Register

From Payment Date: 5/1/2024 - To Payment Date: 5/31/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|---|-----------------------|----------------------|------------|
| 86548 | 05/09/2024 | Open | | | Accounts Payable | STATE DISBURSEMENT UNIT | \$760.60 | | |
| 86549 | 05/15/2024 | Open | | | Accounts Payable | Aflac | \$57.98 | | |
| 86550 | 05/15/2024 | Open | | | Accounts Payable | Met Life | \$12,735.29 | | |
| 86551 | 05/15/2024 | Open | | | Accounts Payable | OPERATING ENGINEERS | \$1,088.00 | | |
| 86552 | 05/15/2024 | Open | | | Accounts Payable | PARADISE POLICE OFFICERS ASSOCIATION | \$2,381.36 | | |
| 86553 | 05/15/2024 | Open | | | Accounts Payable | SUN LIFE INSURANCE | \$9,233.34 | | |
| 86554 | 05/15/2024 | Open | | | Accounts Payable | SUPERIOR VISION SVC INC | \$917.31 | | |
| 86555 | 05/15/2024 | Open | | | Accounts Payable | TOP CONFIDENTIAL MID MGMT ASSOCIATION | \$50.00 | | |
| 86556 | 05/16/2024 | Open | | | Accounts Payable | ACCESS INFORMATION PROTECTED | \$344.70 | | |
| 86557 | 05/16/2024 | Open | | | Accounts Payable | Adobe, Inc. | \$68.37 | | |
| 86558 | 05/16/2024 | Open | | | Accounts Payable | ADVANCED DOCUMENT CONCEPTS | \$5.16 | | |
| 86559 | 05/16/2024 | Open | | | Accounts Payable | Amazon Capital Services | \$1,977.16 | | |
| 86560 | 05/16/2024 | Open | | | Accounts Payable | Asbury Environmental Services | \$239.69 | | |
| 86561 | 05/16/2024 | Open | | | Accounts Payable | AT&T & CALNET3 - CIRCUIT LINES | \$102.91 | | |
| 86562 | 05/16/2024 | Open | | | Accounts Payable | AT&T & CALNET3 - CIRCUIT LINES | \$764.08 | | |
| 86563 | 05/16/2024 | Open | | | Accounts Payable | AT&T/CALNET3 - REPEATER LINES | \$197.05 | | |
| 86564 | 05/16/2024 | Open | | | Accounts Payable | AT&T/CALNET3 - COMMUNITY PARK | \$27.51 | | |
| 86565 | 05/16/2024 | Open | | | Accounts Payable | AT&T/CALNET3 - Summary | \$3,400.08 | | |
| 86566 | 05/16/2024 | Open | | | Accounts Payable | AT&T/CALNET3 - Summary | \$27.69 | | |
| 86567 | 05/16/2024 | Open | | | Accounts Payable | AT&T/CALNET3 - TH/FDPD FIBER LINES | \$1,057.74 | | |
| 86568 | 05/16/2024 | Open | | | Accounts Payable | Ballou, Jesse | \$127.97 | | |
| 86569 | 05/16/2024 | Open | | | Accounts Payable | BIDWELL TITLE & ESCROW | \$100.00 | | |
| 86570 | 05/16/2024 | Open | | | Accounts Payable | Big O Tires | \$165.00 | | |
| 86571 | 05/16/2024 | Open | | | Accounts Payable | Biometrics4ALL, Inc | \$11.25 | | |
| 86572 | 05/16/2024 | Open | | | Accounts Payable | Bug Smart | \$83.00 | | |
| 86573 | 05/16/2024 | Open | | | Accounts Payable | BUTTE CO RECORDER | \$228.00 | | |
| 86574 | 05/16/2024 | Open | | | Accounts Payable | BUTTE REGIONAL TRANSIT | \$54.00 | | |
| 86575 | 05/16/2024 | Open | | | Accounts Payable | CALIFORNIA STATE DEPARTMENT OF JUSTICE | \$469.00 | | |
| 86576 | 05/16/2024 | Open | | | Accounts Payable | Caltronics Business Systems/J.J. R Ent Inc | \$1,612.63 | | |
| 86577 | 05/16/2024 | Open | | | Accounts Payable | Chico Meals on Wheels | \$1,524.91 | | |
| 86578 | 05/16/2024 | Open | | | Accounts Payable | COMCAST CABLE | \$166.63 | | |
| 86579 | 05/16/2024 | Open | | | Accounts Payable | Computershare | \$2,500.00 | | |
| 86580 | 05/16/2024 | Open | | | Accounts Payable | Creative Composition Inc | \$43.10 | | |
| 86581 | 05/16/2024 | Open | | | Accounts Payable | De Lage Landen Public Finance LLC | \$781.25 | | |
| 86582 | 05/16/2024 | Open | | | Accounts Payable | DEPARTMENT OF FORESTRY & FIRE PROTECTION | \$971,663.71 | | |
| 86583 | 05/16/2024 | Open | | | Accounts Payable | Dokken Engineering, Inc. | \$6,631.39 | | |
| 86584 | 05/16/2024 | Open | | | Accounts Payable | Eagle Security Systems | \$712.62 | | |
| 86585 | 05/16/2024 | Open | | | Accounts Payable | Entersect | \$109.95 | | |
| 86586 | 05/16/2024 | Open | | | Accounts Payable | Explore Butte County | \$7,762.04 | | |
| 86587 | 05/16/2024 | Open | | | Accounts Payable | Flud, Michael | \$345.00 | | |
| 86588 | 05/16/2024 | Open | | | Accounts Payable | GOVERNOR'S OFFICE OF EMERGENCY SERVICES | \$95.50 | | |

Payment Register

From Payment Date: 5/1/2024 - To Payment Date: 5/31/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|--|-----------------------|----------------------|------------|
| 86589 | 05/16/2024 | Open | | | Accounts Payable | GREAT AMERICA LEASING CORP. | \$145.47 | | |
| 86590 | 05/16/2024 | Open | | | Accounts Payable | GREEN RIDGE LANDSCAPING | \$5,296.00 | | |
| 86591 | 05/16/2024 | Open | | | Accounts Payable | GUARDIAN | \$1,450.00 | | |
| 86592 | 05/16/2024 | Open | | | Accounts Payable | Hat Creek Construction & Materials, Inc. | \$1,399,142.85 | | |
| 86593 | 05/16/2024 | Open | | | Accounts Payable | HDR Engineering, Inc | \$257,023.70 | | |
| 86594 | 05/16/2024 | Open | | | Accounts Payable | HireRight, Inc. | \$20.10 | | |
| 86595 | 05/16/2024 | Open | | | Accounts Payable | Hope Crisis Response Network, Inc | \$26,416.00 | | |
| 86596 | 05/16/2024 | Open | | | Accounts Payable | HYDROTEC SOLUTIONS | \$417.31 | | |
| 86597 | 05/16/2024 | Open | | | Accounts Payable | I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP | \$12,314.00 | | |
| 86598 | 05/16/2024 | Open | | | Accounts Payable | INDUSTRIAL POWER PRODUCTS | \$160.54 | | |
| 86599 | 05/16/2024 | Open | | | Accounts Payable | INTERSTATE SALES | \$279.07 | | |
| 86600 | 05/16/2024 | Open | | | Accounts Payable | James or Lavenia Riotto | \$350.00 | | |
| 86601 | 05/16/2024 | Open | | | Accounts Payable | Jeffrey Martinez | \$100.00 | | |
| 86602 | 05/16/2024 | Open | | | Accounts Payable | Jennifer Arbuckle | \$2,437.50 | | |
| 86603 | 05/16/2024 | Open | | | Accounts Payable | JOHNNY ON THE SPOT PORTABLES | \$379.95 | | |
| 86604 | 05/16/2024 | Open | | | Accounts Payable | Kimball Midwest | \$5,113.65 | | |
| 86605 | 05/16/2024 | Open | | | Accounts Payable | KOEFAN INDUSTRIES | \$1,200.00 | | |
| 86606 | 05/16/2024 | Open | | | Accounts Payable | KP Research Services, Inc. | \$1,250.00 | | |
| 86607 | 05/16/2024 | Open | | | Accounts Payable | L.N. CURTIS & SONS | \$296.31 | | |
| 86608 | 05/16/2024 | Open | | | Accounts Payable | LACO Associates | \$31,050.00 | | |
| 86609 | 05/16/2024 | Open | | | Accounts Payable | Lighthouse Automotive Equipment, Inc | \$440.00 | | |
| 86610 | 05/16/2024 | Open | | | Accounts Payable | LOCATE PLUS CORPORATION | \$95.00 | | |
| 86611 | 05/16/2024 | Open | | | Accounts Payable | Marci Benshoof | \$125.00 | | |
| 86612 | 05/16/2024 | Open | | | Accounts Payable | MIKE GOGGIA TREE SERVICE | \$11,100.00 | | |
| 86613 | 05/16/2024 | Open | | | Accounts Payable | Mt Shasta Spring Water Co., Inc | \$430.84 | | |
| 86614 | 05/16/2024 | Open | | | Accounts Payable | MUNIMETRIX SYSTEMS CORP | \$39.99 | | |
| 86615 | 05/16/2024 | Open | | | Accounts Payable | NAPA Auto Parts | \$88.44 | | |
| 86616 | 05/16/2024 | Open | | | Accounts Payable | NEWMAN TRAFFIC SIGNS | \$6,793.81 | | |
| 86617 | 05/16/2024 | Open | | | Accounts Payable | NICOLETTI, CHRISTOPHER | \$457.14 | | |
| 86618 | 05/16/2024 | Open | | | Accounts Payable | NORMAC INC | \$132.40 | | |
| 86619 | 05/16/2024 | Open | | | Accounts Payable | North State Tire Co. Inc. | \$1,687.95 | | |
| 86620 | 05/16/2024 | Open | | | Accounts Payable | NORTHERN RECYCLING & WASTE SERVICES, INC. | \$1,520.58 | | |
| 86621 | 05/16/2024 | Open | | | Accounts Payable | NORTHGATE PETROLEUM CO | \$24,164.60 | | |
| 86622 | 05/16/2024 | Open | | | Accounts Payable | NV5, Inc. | \$2,669.50 | | |
| 86623 | 05/16/2024 | Open | | | Accounts Payable | NV5, Inc. | \$1,524.86 | | |
| 86624 | 05/16/2024 | Open | | | Accounts Payable | O'REILLY AUTO PARTS | \$5.88 | | |
| 86625 | 05/16/2024 | Open | | | Accounts Payable | Oroville Tow & Salvage | \$100.00 | | |
| 86626 | 05/16/2024 | Open | | | Accounts Payable | PACIFIC GAS & ELECTRIC | \$17,868.79 | | |
| 86627 | 05/16/2024 | Open | | | Accounts Payable | PARADISE POST | \$439.97 | | |
| 86628 | 05/16/2024 | Open | | | Accounts Payable | PBM SUPPLY & MFG INC | \$488.53 | | |
| 86629 | 05/16/2024 | Open | | | Accounts Payable | Picture Plus | \$829.41 | | |
| 86630 | 05/16/2024 | Open | | | Accounts Payable | Psomas | \$20,861.41 | | |
| 86631 | 05/16/2024 | Open | | | Accounts Payable | Richardson & Company, LLP | \$21,637.50 | | |
| 86632 | 05/16/2024 | Open | | | Accounts Payable | SBA Monarch Towers III LLC | \$180.09 | | |
| 86633 | 05/16/2024 | Open | | | Accounts Payable | Shelby's Pest Control, Inc. | \$80.00 | | |

Payment Register

From Payment Date: 5/1/2024 - To Payment Date: 5/31/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|---|-----------------------|----------------------|------------|
| 86634 | 05/16/2024 | Open | | | Accounts Payable | SONSRAY MACHINERY LLC | \$67.62 | | |
| 86635 | 05/16/2024 | Open | | | Accounts Payable | Spherion Staffing | \$5,826.56 | | |
| 86636 | 05/16/2024 | Open | | | Accounts Payable | T MOBILE USA, INC. | \$1,671.95 | | |
| 86637 | 05/16/2024 | Open | | | Accounts Payable | Tahoe Pure Water Co. | \$67.50 | | |
| 86638 | 05/16/2024 | Open | | | Accounts Payable | THOMAS ACE HARDWARE | \$99.55 | | |
| 86639 | 05/16/2024 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - FIRE DEPT. | \$36.03 | | |
| 86640 | 05/16/2024 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - MOTORPOOL | \$12.59 | | |
| 86641 | 05/16/2024 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - POLICE DEPT. | \$22.02 | | |
| 86642 | 05/16/2024 | Open | | | Accounts Payable | THRIFTY ROOTER | \$3,240.00 | | |
| 86643 | 05/16/2024 | Open | | | Accounts Payable | Tri Flame Propane | \$113.76 | | |
| 86644 | 05/16/2024 | Open | | | Accounts Payable | TRUEPOINT SOLUTIONS, LLC | \$412.50 | | |
| 86645 | 05/16/2024 | Open | | | Accounts Payable | Utility Associates, Inc. | \$33.00 | | |
| 86646 | 05/16/2024 | Open | | | Accounts Payable | VERIZON WIRELESS | \$1,390.28 | | |
| 86647 | 05/16/2024 | Open | | | Accounts Payable | Warren Todd Holder | \$802.00 | | |
| 86648 | 05/16/2024 | Open | | | Accounts Payable | Williams Scotsman, Inc. (Mobile Mini) | \$475.93 | | |
| 86649 | 05/16/2024 | Open | | | Accounts Payable | YOWZERS.COM | \$59.26 | | |
| 86650 | 05/22/2024 | Open | | | Accounts Payable | DEPARTMENT OF FORESTRY & FIRE PROTECTION | \$1,262,909.69 | | |
| 86651 | 05/22/2024 | Open | | | Accounts Payable | NorCal Construction | \$8,200.00 | | |
| 86653 | 05/24/2024 | Open | | | Accounts Payable | ICMA 457 - MissionSquare | \$2,060.28 | | |
| 86654 | 05/24/2024 | Open | | | Accounts Payable | STATE DISBURSEMENT UNIT | \$656.29 | | |
| 86655 | 05/29/2024 | Open | | | Accounts Payable | Adams Ashby Group, Inc. | \$51,999.50 | | |
| 86656 | 05/29/2024 | Open | | | Accounts Payable | AIRGAS SAFETY, INC. | \$598.72 | | |
| 86657 | 05/29/2024 | Open | | | Accounts Payable | Alvies, Sheris | \$68.73 | | |
| 86658 | 05/29/2024 | Open | | | Accounts Payable | Amazon Capital Services | \$632.30 | | |
| 86659 | 05/29/2024 | Open | | | Accounts Payable | AT&T MOBILITY | \$89.46 | | |
| 86660 | 05/29/2024 | Open | | | Accounts Payable | Baker Tilly US, LLP | \$675.00 | | |
| 86661 | 05/29/2024 | Open | | | Accounts Payable | BCI Burke Company, LLC | \$13,198.47 | | |
| 86662 | 05/29/2024 | Open | | | Accounts Payable | Big O Tires | \$25.00 | | |
| 86663 | 05/29/2024 | Open | | | Accounts Payable | Bureau Veritas North America, Inc | \$14,520.00 | | |
| 86664 | 05/29/2024 | Open | | | Accounts Payable | Cole Huber LLP | \$6,656.38 | | |
| 86665 | 05/29/2024 | Open | | | Accounts Payable | COMCAST CABLE | \$409.63 | | |
| 86666 | 05/29/2024 | Open | | | Accounts Payable | Contech Engineered Solutions | \$1,044.83 | | |
| 86667 | 05/29/2024 | Open | | | Accounts Payable | Creative Composition Inc | \$3,540.40 | | |
| 86668 | 05/29/2024 | Open | | | Accounts Payable | CSG Consultants, Inc. | \$20,963.75 | | |
| 86669 | 05/29/2024 | Open | | | Accounts Payable | Dobrich Septic Service, Inc. | \$616.25 | | |
| 86670 | 05/29/2024 | Open | | | Accounts Payable | Dokken Engineering, Inc. | \$19,343.27 | | |
| 86671 | 05/29/2024 | Open | | | Accounts Payable | Down Range Indoor Training Center | \$83.34 | | |
| 86672 | 05/29/2024 | Open | | | Accounts Payable | Employment Development Dept | \$2,250.00 | | |
| 86673 | 05/29/2024 | Open | | | Accounts Payable | ENLOE MEDICAL CENTER, INC. | \$1,588.00 | | |
| 86674 | 05/29/2024 | Open | | | Accounts Payable | FOOTHILL MILL & LUMBER | \$33.35 | | |
| 86675 | 05/29/2024 | Open | | | Accounts Payable | Free Style Embroidery | \$29.23 | | |
| 86676 | 05/29/2024 | Open | | | Accounts Payable | GREAT AMERICA LEASING CORP. | \$156.25 | | |
| 86677 | 05/29/2024 | Open | | | Accounts Payable | GREEN RIDGE LANDSCAPING | \$2,865.80 | | |
| 86678 | 05/29/2024 | Open | | | Accounts Payable | Guardian Public Safety Background Investigations | \$1,450.00 | | |

Payment Register

From Payment Date: 5/1/2024 - To Payment Date: 5/31/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|----------------------------------|------------|--------|-------------|----------------------------|------------------|--------------------------------------|-----------------------|----------------------|------------|
| 11 | 05/09/2024 | Open | | | Accounts Payable | EMPLOYMENT DEVELOPMENT DEPARTMENT | \$10,352.81 | | |
| 12 | 05/09/2024 | Open | | | Accounts Payable | ING LIFE INS & ANNUITY COMPANY | \$10,178.12 | | |
| 13 | 05/09/2024 | Open | | | Accounts Payable | INTERNAL REVENUE SERVICE | \$35,390.85 | | |
| 14 | 05/15/2024 | Open | | | Accounts Payable | CALPERS | \$153,223.10 | | |
| 15 | 05/21/2024 | Open | | | Accounts Payable | EMPLOYMENT DEVELOPMENT DEPARTMENT | \$151.02 | | |
| 16 | 05/21/2024 | Open | | | Accounts Payable | INTERNAL REVENUE SERVICE | \$526.28 | | |
| 17 | 05/24/2024 | Open | | | Accounts Payable | CALPERS - RETIREMENT | \$63,161.43 | | |
| 18 | 05/24/2024 | Open | | | Accounts Payable | EMPLOYMENT DEVELOPMENT DEPARTMENT | \$10,655.15 | | |
| 19 | 05/24/2024 | Open | | | Accounts Payable | ING LIFE INS & ANNUITY COMPANY | \$10,178.12 | | |
| 20 | 05/24/2024 | Open | | | Accounts Payable | INTERNAL REVENUE SERVICE | \$36,498.03 | | |
| Type EFT Totals: | | | | | | | | | |
| AP TCB - General Checking Totals | | | | | | | | | |
| | | | | | | | 11 Transactions | \$391,432.53 | |

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|------------|-----------------------|-------------------|
| | Open | 255 | \$6,766,860.38 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 255 | \$6,766,860.38 | \$0.00 |

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|--------------|-----------|---------------------|-------------------|
| | Open | 11 | \$391,432.53 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Total | 11 | \$391,432.53 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|------------|-----------------------|-------------------|
| | Open | 266 | \$7,158,292.91 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 266 | \$7,158,292.91 | \$0.00 |

AP - US Bank TOP AP Checking

Check

| | | | | | |
|-------|------------|------|------------------|----------------|----------|
| 85615 | 05/02/2024 | Open | Accounts Payable | THRIFTY ROOTER | \$370.00 |
|-------|------------|------|------------------|----------------|----------|

Payment Register

From Payment Date: 5/1/2024 - To Payment Date: 5/31/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|-------------------------------------|------------|--------|-------------|----------------------------|------------------|------------------|-----------------------|----------------------|------------|
| 85616 | 05/16/2024 | Open | | | Accounts Payable | Town of Paradise | \$230,000.00 | | |
| Type Check Totals: | | | | | | | | | |
| AP - US Bank TOP AP Checking Totals | | | | | | | \$230,370.00 | | |

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|----------|---------------------|-------------------|
| | Open | 2 | \$230,370.00 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 2 | \$230,370.00 | \$0.00 |

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|--------------|----------|--------------------|-------------------|
| | Open | 0 | \$0.00 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Total | 0 | \$0.00 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|----------|---------------------|-------------------|
| | Open | 2 | \$230,370.00 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 2 | \$230,370.00 | \$0.00 |

Grand Totals:

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|------------|-----------------------|-------------------|
| | Open | 257 | \$6,997,230.38 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 257 | \$6,997,230.38 | \$0.00 |

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|--------------|-----------|---------------------|-------------------|
| | Open | 11 | \$391,432.53 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Total | 11 | \$391,432.53 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|------------|-----------------------|-------------------|
| | Open | 268 | \$7,388,662.91 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 268 | \$7,388,662.91 | \$0.00 |



Town of Paradise
Council Agenda Summary
Date: June 11, 2024

Agenda Item: 2(c)

ORIGINATED BY: Aimee Belev, Finance Director/Town Treasurer
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Quarterly Investment Report
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

Review and file the 3rd Quarter Investment Report for the Fiscal Year Ending June 30, 2024.

Background:

Attached is the report on the Town's cash and investments for the quarter ending March 31, 2024.

A Tri-Counties checking account is currently being used for payroll, accounts payable and other operating purposes. Most accounts payable disbursements are drawn through checks, and most payroll disbursements are processed through direct deposit.

The Town utilizes the State of California managed Local Agency Investment Fund (LAIF) for investment of General Fund cash in excess of immediately needed operating capital. LAIF provides for same day liquidity as funds can be transferred electronically through computer authorization between LAIF and the Town checking account. LAIF has also provided historically competitive yields, with a return of 4.24% for the period ending March 31, 2024.

California CLASS is a joint exercise of powers entity authorized under Section 6509.7, California Government Code. California CLASS is a pooled investment option that was created via a joint exercise of powers agreement (JPA Agreement) by and among California public agencies. California CLASS provides the Town with a convenient method for investing in high-quality, short-to medium-term securities carefully selected to optimize interest earnings while maximizing safety and liquidity. The California CLASS Prime fund has provided the Town with an opportunity to strengthen and diversify its cash management programs in accordance with the safety, liquidity, and yield hierarchy that governs the investment of public funds. CLASS has provided a very competitive yield, with a return of 5.43% for the quarter ending March 31, 2024.

The newest addition to Town's investment portfolio is Tri-Counties Bank Money Market Account. The Town also utilizes Tri-Counties Money Market Account for cash in excess of immediately needed operating capital. Tri-Counties provides for same day liquidity as funds can be transferred electronically through computer authorization between the Town's checking accounts. Tri-Counties Bank is providing competitive yields, with a return of 5.16% for the period ending March 31, 2024.

In July 2020, the Town received a net settlement from PG&E related to the 2018 Camp Fire in the amount of \$219,187,262. Since that time, the Town continues to utilize four investment vehicles to manage these funds. Securities purchases are held in a custodial account with US Bank. The Town has contracted with Meeder Investments to assist with management of these funds. Excess funds that are not invested in specific securities are held in the State of California managed Local Agency Investment Fund (LAIF), California CLASS and Tri-Counties Bank Money Market Account. Future use of these funds continues to be evaluated through a long-term fiscal sustainability model. Based on current rebuild rates and revenue growth trends, at this time it is expected that at least 80% of the total fund balance will be required to be utilized for long-term revenue backfill to ensure continued fiscal sustainability. US Bank Custodial has provided yields of 1.74% for the quarter ending March 31, 2024.

In June of 2011, the Town established an irrevocable trust to begin funding the future obligations associated with retiree health as required by GASB 45. The funds are being managed by Self-Insured Schools of California (SISC) and can only be used for the payment of retiree health benefits. SISC has provided yields of 5.22% for the quarter ending March 31, 2024.

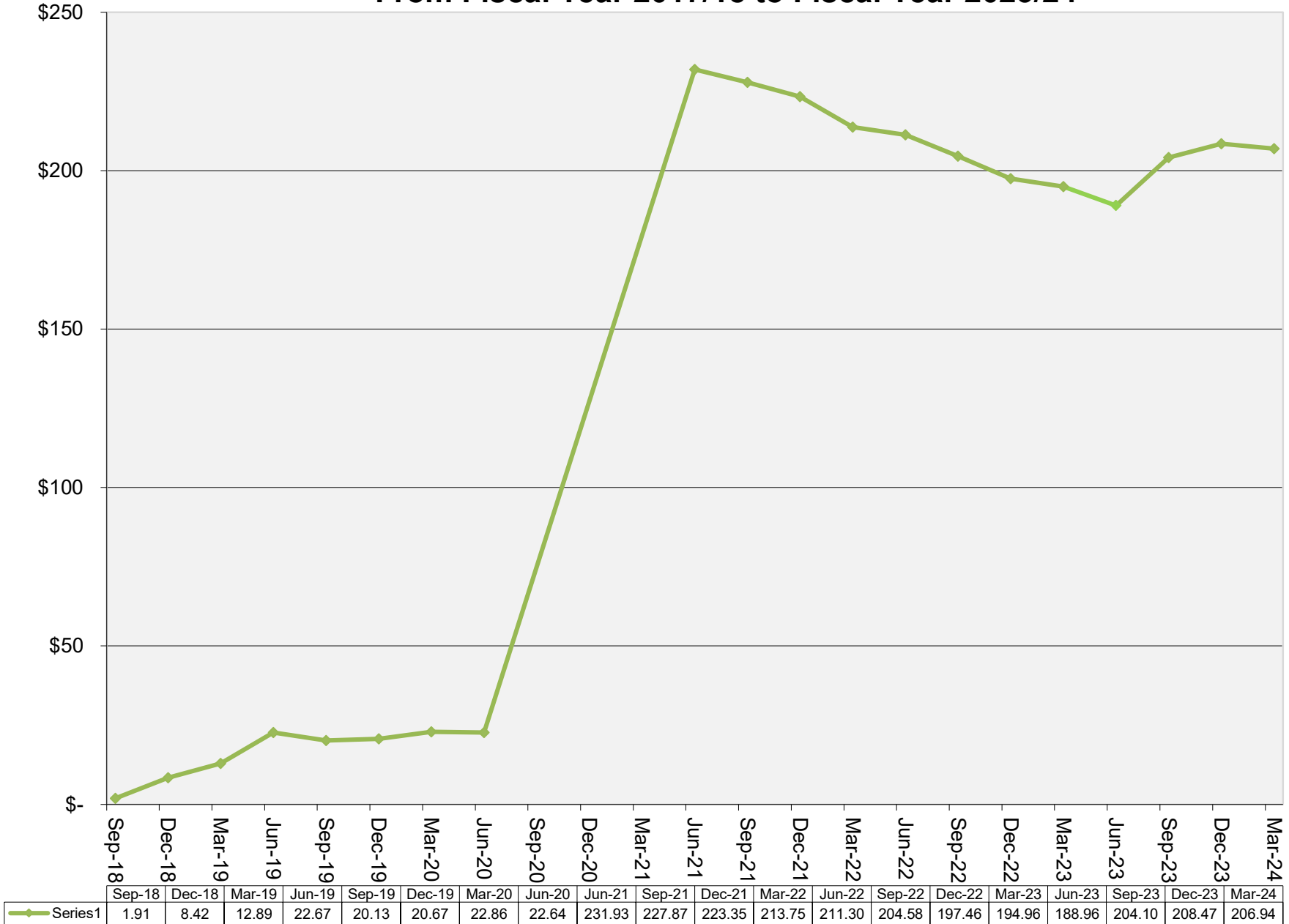
Financial Impact:

Total investment earnings for the quarter ending March 31, 2024, are \$1,057,551.

TOWN OF PARADISE

Timeline of Investment Market Value Balances (in millions)

From Fiscal Year 2017/18 to Fiscal Year 2023/24



TOWN OF PARADISE
 QUARTERLY SUMMARY OF INVESTMENTS
 QUARTER ENDING

March 31, 2024

| Investments Accounts | | Current Quarter | | | Prior Quarter | | |
|--------------------------------|---------|-----------------|-------------|--------------|---------------|--------------|--------------|
| | | March | | | December | | |
| | | Book Value | Book Value | Net Change | Market Value | Market Value | Net Change |
| LAIF (General) | Savings | 1,061,936 | 1,051,375 | 10,561 | 1,061,936 | 1,051,375 | 10,561 |
| LAIF (PG&E) | Savings | 48,719 | 48,235 | 485 | 48,719 | 48,235 | 485 |
| Tri-Counties Bank Money Market | Savings | 11,680,168 | - | 11,680,168 | 11,680,168 | - | 11,680,168 |
| CALIFORNIA CLASS | Savings | 7,840,156 | 19,585,799 | (11,745,642) | 7,840,156 | 19,585,799 | (11,745,642) |
| US BANK INVESTMENT | Various | 192,779,635 | 194,784,856 | (2,005,222) | 185,033,290 | 186,595,970 | (1,562,680) |
| SISC GASB 45 TRUST B | Various | 308,446 | 293,299 | 15,147 | 308,446 | 293,299 | 15,147 |
| | | 213,719,061 | 215,763,563 | (2,044,503) | 205,972,715 | 207,574,677 | (1,601,962) |

| Investments Accounts | Current Quarter | | Prior Quarter |
|--------------------------------|-----------------|-------------------|-------------------|
| | March | March | December |
| | Yield | Interest Earnings | Interest Earnings |
| LAIF (General) | 4.24% | 11,347 | 10,561 |
| LAIF (PG&E) | 4.24% | 521 | 485 |
| Tri-Counties Bank Money Market | 5.16% | 30,083 | - |
| CALIFORNIA CLASS | 5.43% | 234,357 | 278,547 |
| US BANK INVESTMENT | 1.74% | 765,951 | 566,149 |
| SISC GASB 45 TRUST B - Delayed | 5.22% | 15,294 | 17,867 |
| | | 1,057,551 | 873,609 |

INVESTMENT BALANCES AT A GLANCE

For Quarter Ended March 31, 2024

Total Cash & Investments

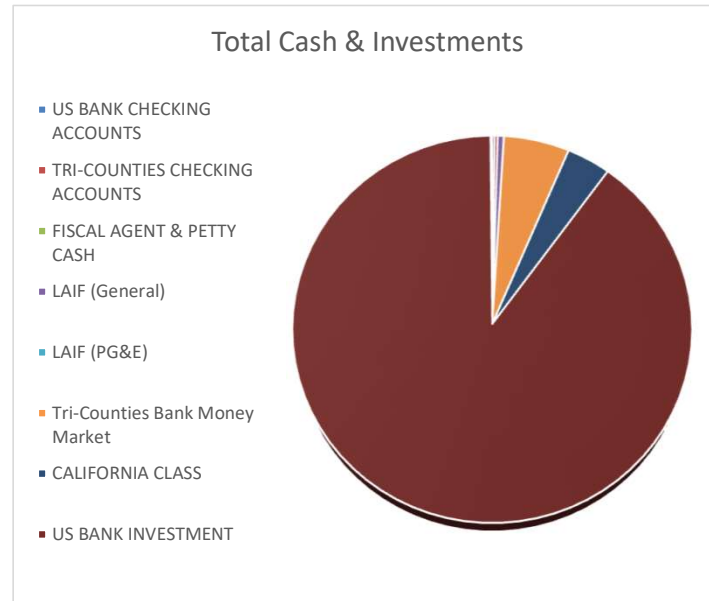
| | |
|--------------------------------|-------------|
| US BANK CHECKING ACCOUNTS | 413,874 |
| TRI-COUNTIES CHECKING ACCOUNTS | 555,861 |
| FISCAL AGENT & PETTY CASH | 1,350 |
| LAIF (General) | 1,061,936 |
| LAIF (PG&E) | 48,719 |
| Tri-Counties Bank Money Market | 11,680,168 |
| CALIFORNIA CLASS | 7,840,156 |
| US BANK INVESTMENT | 192,779,635 |
| SISC GASB 45 TRUST B | 308,446 |
| | 214,690,145 |

*Book Value: holding investments until sale date

**Market Value: if all investments were sold today

In compliance with the California Code Section 53646; the Treasurer of the Town of Paradise hereby certifies that sufficient investment liquidity and anticipated revenues are available to meet the Town's budgeted expenditure requirements for the next six months. Investments in the report meet the requirements of the Town of Paradise's adopted investment policy.

/s/
 Aimee Bealeu
 Finance Director/Town Treasurer





Town of Paradise
Council Agenda Summary
Date: June 11, 2024

Agenda Item: 2(d)

ORIGINATED BY: Jim Goodwin, Town Manager
REVIEWED BY: Mark Habib, Town Attorney
SUBJECT: Town Attorney Professional Services Agreement
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 2024-___ “A Resolution of the Town Council of the Town of Paradise Approving a Professional Services Agreement with Cole Huber LLP for Town Attorney services for a Period of Three Years.”

Background:

The Town of Paradise entered into a professional services agreement with Cole Huber LLC on May 12, 2021, and Cole Huber LLP has provided Town Attorney services continuously since that date. The current agreement expires on June 30, 2024.

The Town Council met in closed session on May 14, 2024, to discuss extending the term of this agreement for three years. The attached Professional Services Agreement represents the direction provided by the Town Council.

Analysis:

The current agreement is for one year and expires June 30, 2024. The new agreement will be effective July 1, 2024, and will expire June 30, 2027, a term of three years. The structure of the contract has not changed, with a retainer in effect for General Counsel Legal Services and an additional hourly rate for Extraordinary Legal Services. Both the retainer and the hourly rate are increased over the original agreement from 2021.

Financial Impact:

The current retainer is \$15,000 per month, and the new retainer is \$16,450 per month. Hourly rates for Extraordinary Legal Services will increase from \$240 to \$260 per hour for attorneys, and from \$140 to \$150 per hour for paralegals. The contract provides for a 3 percent per year adjustment annually on the anniversary date.

**TOWN OF PARADISE
RESOLUTION NO. 2024-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE APPROVING AN
AGREEMENT FOR PROFESSIONAL LEGAL SERVICES WITH COLE HUBER LLP
FOR SERVICE AS TOWN ATTORNEY**

WHEREAS, on May 12, 2021 the Town Council approved an agreement with Cole Huber LLP to serve as Town Attorney for the Town of Paradise; and

WHEREAS, Cole Huber LLP has served continuously as Town Attorney since that date; and

WHEREAS, on May 14, 2024 the Town Council met in closed session pursuant to Government Code section 54957 regarding extension of the agreement.

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

Section 1: The Town Council hereby approves the Professional Services Agreement for Town Attorney services with Cole Huber LLP attached as Exhibit A.

Section 2: The Town Manager is hereby authorized to execute the agreement.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 11th day of June, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Ronald Lassonde, Mayor

ATTEST:

Melanie Elvis, Deputy Town Clerk

APPROVED AS TO FORM:

Mark Habib, Town Attorney

**LEGAL SERVICES AGREEMENT BETWEEN
TOWN OF PARADISE AND COLE HUBER LLP**

THIS AGREEMENT for legal services is entered into by and between the Town of Paradise (hereinafter referred to as "Town") and Cole Huber LLP (hereinafter referred to as "Law Firm"), as of July 1, 2024 (the "Effective Date").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to Town the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall continue until June 30, 2027 unless the term of the Agreement is otherwise terminated as provided for in Section 7.

1.2 Standard of Performance. Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the geographical area in which Law Firm practices its profession. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm's profession.

1.3 Assignment of Personnel. Law Firm shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Town, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons for any reason other than a characteristic protected under state employment laws and the California Rules of Professional Conduct, Law Firm shall, immediately upon receiving notice from Town of such desire, reassign such person or persons.

1.4 Time. Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm's obligations hereunder.

SECTION 2. COMPENSATION. Town agrees to pay Law Firm in accordance with the Compensation Schedule provided in Exhibit B for services to be performed and reimbursable costs incurred under this Agreement. Town shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from Town to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to Town in the manner specified herein. Except as specifically authorized by the Town, Law Firm shall not bill Town for duplicate services performed by more than one person.

Law Firm and Town acknowledge and agree that compensation paid by Town to Law Firm under this Agreement is based upon Law Firm's invoices only, and Town has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Law Firm shall submit invoices not more often than once a month during the term of this Agreement (unless requested otherwise by Town), based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the amount of any prior billings, the total due for the period being billed for, and any outstanding sums remaining unpaid; and
- The applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, itemized by matter number.

2.2 Monthly Payment. Town shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. Town shall have thirty (30) days from receipt of an invoice to pay Law Firm.

2.3 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and expenses not listed in Exhibit B are not chargeable to Town.

2.4 Payment of Taxes. Law Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.5 Payment upon Termination. In the event that Town or Law Firm terminates this Agreement pursuant to Section 7 of this Agreement, the Town shall compensate the Law Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.6 Authorization to Perform Services. Law Firm is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization (written or verbal) from Town.

2.7 Cost of Living Adjustments. On the first anniversary of this Agreement, and annually thereafter, the compensation schedule shall be adjusted 3% per year.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Law Firm shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. Town shall make available to Law Firm only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

Town shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Law Firm's use while consulting with Town employees and reviewing records and the information in possession of the Town. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of Town. In no event shall the Town be obligated to furnish any facility that may involve

incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Law Firm, at its own cost and expense, shall procure and maintain professional malpractice insurance in the amount of not less than \$2 million per occurrence throughout the term of this Agreement. Law Firm shall provide proof satisfactory to Town of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the Town, and that such insurance is in effect prior to commencing work under this Agreement. Law Firm shall maintain the insurance policy required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Further, Law Firm shall provide the other insurance requirements as outlined in Exhibit C.

4.1 Variation. Town may approve a variation in the insurance requirements upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the Town's interests are otherwise fully protected.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide written notice to Town at Law Firm's earliest possible opportunity, and in no case later than five (5) days after Law Firm is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies Town may have if Law Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Town may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies Town may have and are not the exclusive remedy for Law Firm's breach:

4.3.1. Order Law Firm to stop work under this Agreement or withhold any payment that becomes due to Law Firm hereunder, or both stop work and withhold any payment, until Law Firm demonstrates compliance with the requirements hereof; and/or

4.3.2 Terminate this Agreement.

SECTION 5. STATUS OF LAW FIRM.

5.1 Independent Contractor. At all times during the term of this Agreement, Law Firm shall be an independent contractor and shall not be an employee of the Town. Town shall have the right to control Law Firm only insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, Town shall otherwise not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Law Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Town, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Town, and entitlement to any contribution

to be paid by Town for employer contributions and/or employee contributions for PERS benefits.

5.2 Law Firm Not Agent. Except as Town may specify in writing or as provided by law, Law Firm shall have no authority, express or implied, to act on behalf of the Town in any capacity whatsoever as an agent. Law Firm shall have no authority, express or implied, pursuant to this Agreement to bind the Town to any obligation whatsoever.

SECTION 6. LEGAL REQUIREMENTS.

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

6.2 Compliance with Applicable Laws. Law Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

6.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm and any subcontractors shall comply with all applicable rules and regulations to which Town is bound by the terms of such fiscal assistance program.

6.4 Licenses and Permits. Law Firm represents and warrants to the Town that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Law Firm represents and warrants to Town that Law Firm and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement any required business licenses from Town.

6.5 Nondiscrimination and Equal Opportunity. Law Firm shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Law Firm shall include the provisions of this subsection in any subcontract approved by the Town.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. Town may cancel this Agreement at any time and without cause upon written notification to Law Firm. Such written notification must provide an effective date of cancellation.

Law Firm may cancel this Agreement upon ninety (90) days' written notice to Town and shall include in such notice the reasons for cancellation.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; Town, however, may condition payment of such compensation upon Law Firm delivering to Town copies of any or all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of Law Firm.

7.2 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7.3 Assignment. Town and Law Firm recognize and agree that this Agreement contemplates personal performance by Law Firm and is based upon a determination of Law Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to Town for entering into this Agreement was and is the professional reputation and competence of Law Firm. Law Firm may not assign this Agreement or any interest therein without the prior written approval of the Town Manager.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Town and Law Firm shall survive the termination of this Agreement.

7.5 Options Upon Breach by Law Firm. If Law Firm materially breaches any of the terms of this Agreement, Town's remedies shall include but not be limited to the following:

7.5.1 Immediate termination of the Agreement;

7.5.2 Retention of the plans, reports, documents, and any other work product prepared by Law Firm pursuant to this Agreement; and/or

7.5.3 Retention of a different law firm to complete any work described in Exhibit A remaining unfinished by Law Firm.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Law Firm's Performance. Law Firm hereby agrees to deliver copies of all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement to the Town upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Town and are not necessarily suitable for any future or other use. Town and Law Firm agree that, until final approval by Town, all data, plans, specifications, reports and

other documents are confidential and will not be released to third parties without prior written consent of both parties.

8.2 Law Firm's Books and Records. Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Town under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Law Firm pursuant to this Agreement.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees (including reasonable costs and disbursements) in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Butte or the United States District Court, Eastern District of California.

9.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.6 Conflict of Interest. Law Firm may serve other clients, but none whose activities within the corporate limits of Town or whose business, regardless of location, would place Law Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Law Firm's profession, unless such conflict may be waived by Town and Town chooses to waive such conflict in writing.

Law Firm shall not employ any Town official in the work performed pursuant to this Agreement. No officer or employee of Town shall have any financial interest in this Agreement that would violate California Government Code section 1090 *et seq.*

Law Firm hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the Town. If Law Firm were an employee, agent, appointee, or official of the Town in the previous 12 months, Law Firm warrants that it did not participate in any manner in the forming of this Agreement. Law Firm understands that, if this Agreement is made in violation of

Government Code section 1090 *et seq.*, the entire Agreement is void and Law Firm will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Law Firm will be required to reimburse the Town for any sums paid to the Law Firm. Law Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

9.8 Solicitation. Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.9 Notices.

Any written notice to Law Firm shall be sent to:

Cole Huber LLP
Attn: Scott E. Huber
2281 Lava Ridge Court #300
Roseville, CA 95661

Any written notice to Town shall be sent to:

Town of Paradise
Attn: Jim Goodwin, Town Manager
5555 Skyway
Paradise, California 95969

9.10 Integration. This Agreement, including attachments, represents the entire and integrated agreement between Town and Law Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, prior to the Effective Date of this Agreement.

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.12 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

TOWN

LAW FIRM

TOWN OF PARADISE

COLE HUBER LLP

By: _____

By: _____

ATTEST:

MELANIE ELVIS, DEPUTY TOWN CLERK

APPROVED AS TO LEGAL FORM:

MARK HABIB, TOWN ATTORNEY

EXHIBIT A – SCOPE OF WORK

The following services shall be provided under this Agreement:

GENERAL COUNSEL SERVICES

Law Firm shall provide general counsel services as requested by the Town, which advice and counsel services shall include:

- Draft and review Town contracts, review and/or draft and revise as necessary Town Ordinances and Regulations, Memorandums of Understanding, Council meeting documentation and other Town documents required in connection with the administration of all Town business;
- Advise regarding real property acquisitions, easements, and dedications;
- Advise regarding tort and contract claims and liability exposure;
- Provide guidance on personnel matters, including employee discipline and separations;
- Provide opinions regarding municipal and other legal matters as directed by Town;
- Monitor and advise regarding the adoption of new federal and state laws and regulations;
- Ensure timely compliance with requests for public records;
- Communicate with the press when directed by the Town; and
- All other matters not included under “Extraordinary Services” as defined below

EXTRAORDINARY SERVICES

Upon authorization by the Town, Law Firm shall perform all extraordinary services including represent the Town in any judicial or administrative proceeding as follows:

- Eminent Domain;
- Complex Personnel-Related Litigation;
- Defense of Complex Tort Litigation, including wrongful death claims;
- Elective litigation initiated at the Town Council’s request;
- Third Party Reimbursements;
- Litigation and formal administrative hearing matters;
- Labor relations and employment matters, including workplace investigations;
- Non-routine real estate matters (e.g. CC&Rs, deed or title work);
- Land acquisition and disposal matters (including pre-condemnation);
- Electric utility matters
- Fees and charges matters (e.g. Prop 218 & Mitigation Fee Act)
- Public construction disputes
- Non-routine negotiation matters (including model agreements presented by other contractors and/or franchise agreements);
- Matters that either in nature or scope are unusual, unexpected and/or complex involving the Town or its elected officials, officers, or employees;
- Non-routine land use and development matters (including general plan updates, Williamson Act issues, annexations and development agreements)
- Environmental matters (e.g. CEQA, NEPA, endangered species)
- Water law matters (e.g. water rights & quality)
- Tax and ERISA matters
- Toxic substances matters (e.g. CERCLA, RCRA)

- Telecommunications matters; and
- Any other matters mutually agreed upon by the Parties

EXHIBIT B

COMPENSATION SCHEDULE

1. General Counsel Legal Services

Town shall compensate Counsel for all general counsel legal services to be provided by Counsel under this Agreement according to a fixed monthly fee or retainer in the amount of \$16,450.00, based on an estimated average of 70 hours per month. The amount paid monthly for the retainer will remain the same, even though some months Counsel may provide more or less than 70 hours of legal services. In the event that in any six-month period the monthly average of hours worked exceeds 80 hours, Law Firm and Town Manager shall meet to determine whether an adjustment in the rates and charges is warranted and, if so, the proposed adjustment shall be presented to Council for consideration. In lieu of requesting reimbursement of costs and expenses, such as postage, overnight deliveries, travel costs, duplication costs, etc., the firm shall charge an administration fee of 3% per month of the monthly retainer amount. There is no charge for Counsel travel time to or from the Town.

2. Extraordinary Legal Services

Town shall compensate Counsel for all extraordinary legal services to be provided by Counsel under this Agreement at the rate of \$260 per hour for attorneys and \$150 per hour for paralegals. Costs incurred in the course of providing extraordinary legal services would also be invoiced monthly. The following list of charges is included by way of example:

| | |
|--|--|
| Vehicle travel (for non-standard trips originating from Firm's Roseville office) | Applicable IRS rate per mile x number of miles |
| Parking and toll fees | Actual Cost |
| Extraordinary postage or overnight delivery costs | Actual Cost |
| Court filing fees | Actual Cost |
| Attorney services (includes service of process fees, arbitrators, and mediators) | Actual Cost |
| Messenger services | Actual Cost |
| Witness fees | Actual Cost |
| Expert fees | Actual Cost |
| Westlaw research | Prorated so the Town would pay its proportionate share |
| Accurint or other database research fees | Actual Cost |
| Data conversion costs and forensic IT work | Actual Costs |
| Any other expense not listed above that becomes necessary for the successful resolution of a client matter | Actual Cost |

EXHIBIT "C"

Insurance Requirements

The Contractor, in advance of performing activities on the work under the Agreement between the Town and the Contractor, shall, at no expense to the Town, obtain the following insurance policies:

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

If applicable to Contractor, coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, 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:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

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

1. The Town, its officers, officials, employees, and volunteers shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of project work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such project work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this work, the Contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers,

officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

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

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

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

All liability insurance policies shall be maintained for the duration of work.

Umbrella or Excess Policy: The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess policies shall provide all of insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Subrogation: Contractor hereby agrees to waive rights of subrogation that any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Contractor, its employees, agents, and subcontractors.



Town of Paradise
Council Agenda Summary
Date: June 11, 2024

Agenda Item: 2(e)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: HQE Systems Contract Extension

LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Concur with staff's recommendation to extend the HQE Systems Contract Extension for construction of the Early Warning Sirens to December 8, 2024; and,
2. Approve the attached amendment and authorize the Town Manager to execute the contract extension.

Background:

The Town of Paradise has been working in partnership with HQE Systems since July 2022 on the construction of the Town Early Warning Siren System. The project broke ground in March 2023 and has been testing active towers since June 2023. There had been minor delays to the overall construction schedule due to the 2023 extended winter, council directed changes to the aesthetic design of the towers and difficulties faced in ground conditions at tower locations. As of May 2024, 21 of the 21 towers are functional and being tested monthly. Staff will continue to work with HQE and PG&E in the final step of connecting the towers to permanent power in order to fully complete the project and turn it over to the town. It is estimated that HQE has completed 95% of the original scope of work.

Analysis:

The original services contract from July 5, 2022 had a closure of contract date of June 30, 2023. That contract was extended in July 2023 and again in December 2023.

After extensive testing of the system and following council direction, staff requested a modification to the scope of work to include devices that could be provided to homeowners to increase audibility inside of homes as well as devices for those in the community who are hearing impaired. FEMA and CalOES recently approved the scope modification and we are moving forward with implementation.

An extension of the contract to December 8, 2024 will allow for completion of the project, continued testing for best practices and training for the operational handoff of the sirens to the Town Emergency Services Team this summer. Upon completion of the final PG&E power connections to the towers, the system will be turned over to the Town for operational control

through our dispatch center. HQE will then continue to work with town staff to complete the modifications and disburse equipment to town residents. Staff will develop a system to facilitate the distribution based on the number of units available and homeowner demand. FEMA and CalOES have authorized 1,000 units and the Town is seeking additional outside grant funding to provide additional units in the future.

Financial Impact:

There is no additional financial impact on the approved project budget. Overall, the project remains on budget, and is fully funded through FEMA HMGP and CDBG-DR.

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE TOWN OF PARADISE AND HQE ENTERPRISES**

This Amendment to Agreement is made on June 11, 2024, to the Agreement dated July 5, 2022 by and between the Town of Paradise, a California Municipal Corporation ("Town") and HQE SYSTEMS ("Contractor")

RECITALS:

- A. The initial period of the agreement was from July 5, 2022 and ending on June 30, 2023 for the construction of the Town of Paradise Early Warning System.
- B. In July 2023, Town and Contractor agreed to amend the agreement so that the period of service will be from July 5, 2022 and ending on December 31, 2023.
- C. In December 2023, Town and Contractor have agreed to amend the agreement so that the period of service will be from July 5, 2022 and ending on June 30, 2024.
- D. In June 2024, Town and Contractor have agreed to amend the agreement so that the period of service will be from July 5, 2022 and ending on December 8, 2024.

AGREEMENT NOW, THEREFORE, Town and Contractor agree the Agreement shall be amended as follows:

- 1. Town and Contractor have agreed to amend the Agreement so that the period of service will be from July 5, 2022 and ending on December 8, 2024.
- 2. All other provisions of the agreement shall remain in full force and effect.
- 3. If there is a conflict between this third Amendment and the agreement, this third Amendment shall be controlling.

TOWN OF PARADISE

HQE SYSTEMS

By: _____
Jim Goodwin, Town Manager

By: _____

Date:

Date:

REVIEWED AS TO FORM:

By: _____
Scott E. Huber, Town Attorney

ATTEST:

By: _____
Melanie Elvis, Deputy Town Clerk



Town of Paradise
Council Agenda Summary
Date: June 11, 2024

Agenda Item: 2(f)

ORIGINATED BY: Eric Reinbold, Chief of Police
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Declaration of Certain Town Equipment from the Police Department to be Surplus and Obsolete.
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Declare the attached described equipment as surplus property; and,
2. Adopt Resolution No. 2024-__, "A Resolution of the Town Council of the Town of Paradise Declaring Certain Town Equipment to be Surplus and Obsolete and Authorizing Disposal by the Town Manager or His Designee Thereof."

Background:

Over time, equipment is purchased, used, becomes obsolete and needs to be replaced.

Analysis:

The items listed within "Exhibit A" are not economical to maintain and/or repair due to discontinued parts and/or the items have reached their end of life. It is recommended these items be disposed of as surplus property through proper procedures. The Town of Paradise has no further need for or use of the items outlined within "Exhibit A."

Financial Impact:

The disposal of these items will have no negative impact on the General Fund.

**TOWN OF PARADISE
RESOLUTION NO. 2024-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
DECLARING CERTAIN TOWN PROPERTY TO BE SURPLUS
AND AUTHORIZING DISPOSAL BY THE TOWN MANAGER
OR HIS DESIGNEE THEREOF**

WHEREAS, the Town of Paradise wishes to dispose of certain equipment from the Police Department through public auction, internet sale, salvage or other legal method that is no longer functional or necessary to the Town's operations.

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

Section 1. The Town hereby declares Police Department property surplus as set forth in "Exhibit A" attached hereto and made a part hereof by reference.

Section 2. Pursuant to Paradise Municipal Code Section 2.45.130, the Town Manager is hereby authorized to dispose of the property set forth in Section 1 through public auction, internet, sale, salvage, donation or other legal method.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 11th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Ronald Lassonde, Mayor

ATTEST:

Melanie Elvis, Deputy Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

“Exhibit A”

Miscellaneous Items:

| Item | Quantity | Description | Surplus ✓ | Destroy ✓ | Condition |
|----------------------|----------|--|-----------|-----------|-----------|
| Vest - ballistic | 5 | 2nd Chance/Safariland ballistic 3a- Large | x | | Used |
| Vest - ballistic | 8 | 2nd Chance/Safariland ballistic 3a- Sm/Med | x | | Used |
| Vest - ballistic | 4 | loose soft ballistic panels 3a | | x | Poor |
| Vest - not ballistic | 3 | Nylon police raid vest - Navy blue | x | | Used |
| Vest - not ballistic | 2 | Nylon tactical raid vest w/ gas mask pouch - Black | x | | Good |
| Vest - not ballistic | 5 | US Mil surplus raid vest - Woodland camo | x | | Used |
| Holster | 3 | Nylon thigh holster | x | | Good |
| Holster | 1 | Plastic thigh holster | x | | Used |
| Belt | 3 | US Mil surplus pistol belt olive drab | x | | Good |
| Baton | 12 | PR-24 blk polycarbonate | x | | Good |
| Baton | 4 | Straight 26 hickory baton | | x | Poor |
| Shield | 1 | Blk ballistic police shield - heavy | | x | Poor |
| Cot | 1 | US Mil surplus olive drab | x | | Good |
| Gas Mask | 7 | US Mil surplus with olive canvas carrier | x | | Used |
| Rainwear | 5 | Coveralls - Olive | x | | Poor |
| Rainwear | 6 | Ponchos - Woodland camo | x | | Poor |
| Optics | 1 | Soviet vintage night vision goggles | x | | Used |
| Optics | 1 | Soviet vintage night vision monocular | x | | Used |
| Optics | 1 | Tacsight thermal camera | x | | Good |
| Goggles | 9 | Bolle protective SWAT goggles | | x | Poor |
| Helmets | 14 | US Mil surplus PASGT flak helmets | x | | Used |
| Case | 3 | US Mil surplus hard plastic cases - olive | x | | Used |
| Case | 1 | Hard plastic case - black | x | | Good |



Town of Paradise
Council Agenda Summary
Date: June 11, 2024

Agenda Item: 6(a)

ORIGINATED BY: Marc Mattox, Public Works Director
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Lease Agreement with Gold Nugget Museum / Rebuild Paradise Tile Walls
LONG TERM RECOVERY PLAN: Yes, Gold Nugget Museum and Norton Buffalo Hall, Tier 3
COUNCIL ACTION REQUESTED:

1. Consider amending the tenant lease agreement with the Gold Nugget Museum to include three new tile walls constructed by Rebuild Paradise Foundation in Paradise Community Park; or
2. Give alternate direction to staff. (ROLL CALL VOTE)

Background:

Paradise Community Park on Black Olive Dr. is owned and maintained by the Town of Paradise. Part of the park property includes a historic train depot building and a caboose structure. In 2007, the Town of Paradise entered into an agreement with the Gold Nugget Museum for use of the depot building in Paradise Community Park as part of their museum facilities. Since that time, the Museum has utilized the depot building as an additional museum property and allowed public access during specified times for visitors to view the building and displayed artifacts. In 2017, the Town's Agreement with the Gold Nugget Museum to include plaques posted along the Yellowstone Kelley Heritage Trailway between Pearson Road and Elliott Road. In 2020, the Town's Agreement with the Gold Nugget Museum was further modified to formally incorporate the Depot Building and Caboose.

Analysis:

Recently, Rebuild Paradise Foundation approached Paradise Town Council regarding the construction of three, double-sided tile walls in the Paradise Community Park. Council gave direction to staff to work with Rebuild Paradise Foundation to determine specifications and explore options to lease the land where the tile walls are to be constructed.

Rebuild Paradise Foundation is proposing to construct the tile walls on behalf of the Gold Nugget Museum and as a result would require the Town and the Gold Nugget Museum to once again modify the Agreement.

A revised Agreement is included in this Agenda Summary for consideration by Paradise Town Council. The most notable changes relate to the term and recently increased insurance requirements.

Financial Impact:

There is no financial impact to the Town for this item.

**AMENDED AND RESTATED LICENSE AGREEMENT
BETWEEN THE TOWN OF PARADISE
AND THE GOLD NUGGET MUSEUM**

This Amended and Restated License Agreement (“License Agreement”) is made and entered into [[[DATE]]] by and between the Town of Paradise, a municipal corporation ("Licensor") and Gold Nugget Days, Inc., dba Gold Nugget Museum, a California 501(c)(3) corporation (“Licensee”).

WITNESSETH:

1. Licensor hereby grants a revocable license to Licensee upon the terms and conditions set forth in this License Agreement for the sole purpose of locating and/or maintaining steel plaques and handprint murals on the Paradise Memorial Trail which is adjacent to the Paradise Community Park on Black Olive Drive between Pearson and Elliott Roads in Paradise, California, as shown in Exhibit “A” (“License Area”).

2. As of the effective date of this License Agreement, the steel plaques were previously installed and are in place and in good condition. Licensee shall install the handprint murals in the general location as shown in Exhibit “B”. The placement and installation of each handprint mural shall be in accordance with all federal, state and local laws and regulations and shall be approved by Licensor prior to installation.

3. This License Agreement shall not be assigned in whole or in part without the prior written consent of Licensor.

4. This License Agreement shall continue in effect until [[[DATE]]], provided Licensor shall have the right to terminate this License Agreement without cause at any time by giving Licensee a 120-day written notice. In addition, the Licensor shall have the right to terminate this License Agreement with a 30-day written notice if Licensee breaches this Agreement. Upon termination of this License and upon specific request of the Town, Licensee shall remove the plaques and handprint murals from the License Area within 30 days thereafter. This License Agreement may be extended for five-year periods at the sole discretion of the Town.

5. No ownership rights in Licensor's real property along the License Area shall be deemed granted by this License Agreement.

6. The exercise of this License and use of the License Area shall be at the sole risk and expense of Licensee. At all times Licensee shall maintain the plaques and handprint murals within the License Area in good and clean condition and free of graffiti and weeds.

7. Licensee shall defend, indemnify, and hold harmless Licensor, against all loss, damage, expense, and liability arising out of or in any way connected with the exercise of the privileges and license granted by this License Agreement, except for damages or losses arising from the sole and active negligence of Licensor.

8. Licensee shall provide evidence of insurance covering the uses and activities authorized by the License Agreement relating to bodily injury liability and property damage liability resulting from operations of the Licensee. The insurance policy coverage shall set forth:

- a. The dates of inception and expiration of the insurance;
- b. The amounts of commercial general liability insurance coverage of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate and the amount of property damage coverage of not less than \$100,000;
- c. A statement that the insurance coverage will not be cancelled without giving prior written notice to Licensor; and
- d. A statement that insurance coverage is on a per-occurrence basis.

9. Any notice under this License Agreement shall be deemed given five (5) days after the date of its deposit in the United States Mail, first class postage prepaid addressed respectively to Licensor or Licensee as follows:

Licensor: Jim Goodwin, Town Manager
Town of Paradise
5555 Skyway
Paradise, CA 95969

Licensee: Gold Nugget Museum
502 Pearson Road
Paradise, CA 95969

10. Licensee shall obtain from all public authorities and private owners of real property any and all permits, licenses, or grants necessary for the lawful exercise of this License.

11. Licensee recognizes and understands that this License Agreement may create a possessory interest in the License Area subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.

12. Time is of the essence with respect to this License Agreement.

13. In the event of any legal action arising out of this License Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs.

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14. This is an integrated License Agreement and contains the complete understanding of the parties and shall be modified only by the mutual written agreement of the parties.

IN WITNESS WHEREOF, the Licensee and Licensor have executed this Amended and Restated License Agreement below.

TOWN OF PARADISE

GOLD NUGGET DAYS, INC., DBA GOLD NUGGET MUSEUM

By: _____
JIM GOODWIN, TOWN MANAGER

By: _____

ATTEST:

DINA VOLENSKI, TOWN CLERK

APPROVED AS TO LEGAL FORM:

SCOTT E. HUBER, TOWN ATTORNEY

EXHIBIT A
LICENSE AREA

EXHIBIT A



EXHIBIT "B"

HANDPRINT MURAL INFORMATION



Town of Paradise
Council Agenda Summary
Date: June 11, 2024

Agenda Item: 6(b)

ORIGINATED BY: Eric Reinbold, Police Chief
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Public Safety Recruitment Incentives – Program Extension
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

Consider authorizing the extension of Public Safety Recruitment Incentives effective June 30, 2024, through June 30, 2026.

Background:

Since the November 8, 2018, Camp Fire, the Paradise Police Department lost more than 50% of its paid and volunteer staff due to a myriad of reasons, including relocation, the local housing shortage, seeking stability, other opportunities, and personal reasons. Over the last 5 ½ years the Police Department has worked tirelessly to fill officer positions and now with the reinstatement of the Town's Public Safety Dispatchers, it is an ongoing effort. The department has had successful lateral officer hires with the current incentives.

The Paradise Police Department has experienced difficulty in recruiting qualified applicants due to a statewide supply issue wherein law enforcement agencies are seeing a smaller pool of qualified candidates. This has been compounded for the Town of Paradise in the aftermath of the Camp Fire. To attract and retain police personnel, compensation had been increased in 2019 based on a compensation study, as well as subsequent additional cost of living increases agreed to in bargaining unit MOUs. However, the market remains tight for these specialized positions. A lateral officer recruitment incentive program, approved by the Town Council, has been in place since 2022. To support recruitment and retention initiatives and to target experienced lateral candidates, we recommend extending the program to run through June 30, 2026.

The Town also has actively sponsored Police Officer Trainees through the Police Academy. Sponsorship is an expensive and lengthy process (selection and background takes 3-4 months, Police Academy runs 6 months, and the field training takes 6 months). A competitive hiring incentive for laterals makes sense when considering hiring costs and time until new officers can work a solo shift. The cost to the Town to sponsor a Cadet in the Academy and pay their salary during the Field Training Program is just over \$50,000.00, with no guarantee of successful completion.

In this next fiscal year, the Town will continue the process of fully staffing the Public Safety Dispatcher (PSD) function, so the recommendation is to maintain incentives for PSD positions which also are extremely difficult to recruit.

Public Safety Recruitment Incentive Program – Extension July 1, 2024, through June 30, 2026:

PSD Referral Bonus:

Paid to Town employee upon successful hire.

- \$100 for an entry level Public Safety Dispatcher applicant
- \$300 for a lateral Public Safety Dispatcher applicant.

Police Officer Referral Bonus:

Paid to Town employee upon successful hire.

- \$300 - Police Officer Trainee
- \$500 - Police Officer - Academy Graduate
- \$1,000 - Lateral Police Officer

PSD Applicant Sign-On Bonus:

- \$5,000 - Entry Level Public Safety Dispatcher (\$2,500 at time of hire, \$2,500 at successful completion of probationary period.)
- \$10,000 Lateral Public Safety Dispatcher (\$5,000 at time of hire, \$5,000 at successful completion of probationary period.)

Police Officer Applicant Sign-on Bonus:

- \$5,000 - Police Officer – Entry Level Academy Graduate
- \$40,000 Lateral Police Officer. (\$15,000 at time of hire, \$15,000 at successful completion of probationary period, and \$10,000 upon subsequent successful annual review).

Lateral Credited Leave Bank: When a lateral police officer or lateral dispatch applicant is hired by the Town, he or she would receive a one-time 80 vacation hours and 80 sick leave hours credited into their leave bank.

Relocation Assistance: A police officer or dispatcher applicant that resides 60 or more miles away from the Town of Paradise is eligible for a one-time relocation assistance payment of \$1,000 if within 30 days of hire date, he or she moves to a location within a 20 miles radius of the Town of Paradise. Payment will be made in the first payroll check following submission of relocation documentation.

Three Year Commitment: Included in the conditional job offer will be language that the applicant agrees to a commitment of three years.

Definitions for this incentive program:

- **Entry level academy graduate police officer** is defined as successful completion of the POST Basic Police Academy prior to their hire date with the Town (not sponsored through the Town).

- **Lateral police officer applicant** is defined as having previous or current sworn police officer experience of no less than one year. The sworn police officer lateral includes all ranks.
- **Entry level Public Safety Dispatcher** is defined as someone with less than 12 months experience in PSD.
- **Lateral Public Safety Dispatcher** is defined as someone with more than 12 months experience as PSD.

Analysis:

The Paradise Police Department experienced unprecedented turnover in the months after the Camp Fire that requires a continued competitive stance in the market to effectively attract and retain talent in the current competitive environment for sworn police officers and non-sworn Public Safety Dispatchers. Law Enforcement agencies across California are offering hiring incentives matching and or exceeding the current proposal. As such, I recommend implementing enhanced hiring incentives targeting lateral police officers effective immediately.

Financial Impact:

The Measure V committee has agreed to continue supporting Academy sponsorships and/or utilize the budgeted funds to cover recruitment incentives to the proposed amount, up to \$40,000 in FY24/25.



Town of Paradise
Council Agenda Summary
Date: June 11, 2024

Agenda Item: 6(c)

ORIGINATED BY: Tony Lindsey, CDD Director
REVIEWED BY: Jim Goodwin, Town Manager
Scott Huber, Town Attorney
SUBJECT: Defensible space and hazardous fuels management initiative progress review

LONG TERM RECOVERY PLAN: NA

COUNCIL ACTION REQUESTED:

1. Consider providing staff with verbal direction and/or concurrence on the enforcement of defensible space and hazardous fuels management in the town; or,
2. Provide an alternative direction to Town staff.

Background:

Fire Prevention is crucial to our community's safety and supports our continued economic growth. Our defensible space and hazardous fuel management ordinance requires property owners to uphold fire-safe conditions, regardless of residency. The dedicated Fire Prevention team conducts weed abatement inspections throughout our community to ensure compliance and reduce fire hazards.

The objectives of enforcing defensible space regulations focus on several key outcomes that aim to protect our community:

1. **Enhance Public Safety:** Reduce the risk of wildfires spreading to homes and structures, thereby protecting the lives of residents and emergency personnel.
2. **Protect Property:** Minimize damage to residential and commercial properties by creating a buffer zone that helps prevent fires from igniting buildings.
3. **Support Community Resilience:** Increase the community's overall resilience to wildfires, ensuring a quicker recovery and reducing the long-term economic impact of fire events.
4. **Educate the Public:** Raise awareness about the importance of defensible space and encourage proactive measures among residents and property owners to maintain their properties following fire safety standards.
5. **Reduce Recovery Costs:** Reduce the resources and costs associated with firefighting efforts by reducing the intensity and spread of wildfires through effective defensible space management. This will reduce the rebuilding effort while minimizing destruction and costs.

These objectives aim to mitigate the immediate dangers of wildfires and foster a long-term culture of preparedness and proactive risk management within our community.

Analysis:

Compliance Overview:

The comprehensive assessment of all 11,125 parcels across the town in May 2024 revealed an initial non-compliance rate of 53%. Parcels found to be non-compliant will be issued a Notice of Violation. Citations will be distributed for sites that were already in violation within the previous twelve months. This ensures that all parties are treated in accordance with the Paradise Municipal Code.

| Weed Abatement Townwide | 2023/24 | 2022/23 | 2021/22 |
|--|-----------|-----------|-----------|
| Compliant (initial Insp) | 5,848/53% | 6,413/57% | 5,371/48% |
| Non-compliant (initial Insp) | 5,277 | 4,584 | 5,351 |
| (Open) Code Enforcement Cases | 272 | 133 | 408 |
| Total number of inspected parcels | 11,125 | 11,130 | 11,130 |
| The total number progressed to legal | 121 | | |
| Total number of cases resolved through legal | 51 | | |

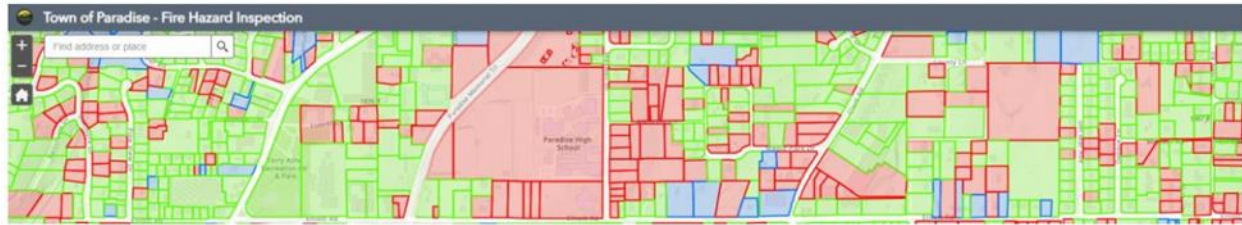
During the 2023/24 fiscal year, 5,005 property owners received notices of violations, 3,502 of which were repeat notices from the 2022/23 fiscal year. Additionally, 116 citations were issued.

With the additional staffing resources provided by grant funding, we can streamline the timeline from identifying a violation to escalating it to our legal team. The previous 30-day timeframe between actions can now be reduced to 15 days. This enhancement will expedite our enforcement process, allowing for quicker and more efficient case resolution.

| | | |
|--------|-------------------------|---|
| Day 1 | Initial Investigation | 15 – Day Notice of Violation sent to the parcel owner |
| Day 16 | Follow Up Inspection #1 | If a violation exists, issue the first citation for \$100. If compliance is gained, the Code Enforcement case will be closed. |
| Day 31 | Follow Up Inspection #2 | Violation exists; issue a second citation for \$200. If compliance is gained, the Code Enforcement case will be closed. |
| Day 46 | Follow Up Inspection #3 | Violation exists; issue a third citation for \$500. Order lot book guarantee from a title company—draft Notice & Order for Town Manager signature. If compliance is gained, the Code Enforcement case will be closed. |
| Day 61 | Follow Up Inspection #4 | If a violation exists, a Notice and order from the Town Manager will be posted on-site and certified mail to all parties listed on the title. If compliance is gained, the Code Enforcement case will be closed. |
| Day 76 | Town Attorney review | The Code Enforcement case will be closed if compliance is gained within the 15-day timeframe. The case documents are prepared for the Town Attorney to review. |

The Town’s Weed Abatement map is updated with the latest Defensible Space inspection results.

Weed Abatement Map



Is your lot compliant? Fire hazard inspection status can now be viewed on our [interactive map](#).

Accuracy of Compliance Estimates:

The initial compliance rate of 53% aligns with the rates observed over the past three years. According to the data from previous years' Council Code Enforcement updates, we have achieved an average compliance rate of 79% by the end of each year.

The staff recognizes the substantial challenge as the Division aims for 100% compliance. Given practical considerations and prioritizing the town's safety—as confirmed by the Fire Chief—an 85% compliance target is deemed reasonable and achievable. Moreover, with additional staffing resources provided by grant-funded fire prevention staff, our capacity to enforce and manage fire safety and prevention measures has significantly improved. This enhancement positions us better to reach our compliance goal and maintain community safety.

Impact of Expanded Fire Prevention Team:

The addition of two grant-funded fire prevention field staff members, working alongside our existing team, can significantly enhance our weed abatement efforts in several key areas:

1. **Increased Inspections:** More staff can conduct more frequent and thorough inspections of properties to ensure compliance with local weed abatement ordinances. This helps in identifying and mitigating potential fire hazards early.
2. **Public Education and Awareness:** Additional personnel can engage more deeply with the community, educating property owners on the importance of weed abatement and how to manage vegetation to reduce fire risk effectively.
3. **Faster Response Times:** With more hands on deck, response times to weed abatement complaints and notices can be quicker, ensuring that fire risks are addressed promptly.
4. **Enhanced Enforcement:** Additional staff allows for stronger enforcement capabilities. They can follow up more effectively on non-compliance cases, ensuring corrective actions are taken.
5. **Community Partnerships:** More staff can facilitate partnerships with local organizations and volunteers for community clean-up days or similar events focused on vegetation management.
6. **Improved Resource Allocation:** With more staff, the fire prevention division can better allocate resources across different areas, ensuring that high-risk areas receive timely and adequate attention.

Including extra fire prevention staff will bolster our weed abatement programs, significantly contributing to a safer community environment. To manage the increased clerical workload resulting from adding more field staff, a grant-funded office assistant will join our team. This assistant will work closely with our Code Enforcement Admin and will be tasked with dispatching notices or citations to parcel owners. Additionally, they will handle inquiries about the program,

responding to phone and in-person questions. This support will ensure that our expanded team can operate efficiently and maintain high community safety and compliance standards.

Financial Overview:

An annual budget comprising \$274,648.08 from Town funds and \$191,812.51 from grant funding, totaling \$466,460.59, has been allocated to support these critical objectives. This funding is essential to implement effective educational programs, ensure the engineering of safer buildings and infrastructure, and enforce fire safety regulations.

| Town Salaries & Benefits | 2024/25 Budget | Grant Funds (per year/2 years) |
|---|-------------------|--------------------------------|
| (2) FTE Inspector II's | \$206,917.24 | \$0 |
| (2) FTE Inspector I's (1) FTE Office Assistant | \$62,270.84 (25%) | \$186,812.51 (75%) |
| Auto Fuel | \$3,400 | \$3,400 |
| Operating Supplies | \$500 | \$500 |
| Office Supplies | \$100 | \$140 |
| Communications | \$960 | \$960 |
| Training | \$1,000 | \$0 |

Citations and fines, tracked by our Finance Department, are essential components of the code compliance framework. They function as enforcement mechanisms to promote adherence to town regulations and standards. By serving as deterrents, citations and fines help discourage property owners and residents from breaching local codes. Facing immediate financial repercussions, property owners are typically compelled to address violations quickly to avoid further penalties or legal consequences.

| Defensible Space Citations | July23-May24 | 2022/23 |
|----------------------------|-----------------------|----------------------|
| Issued | 1,084 | 495 |
| Open - Uncollected - % | 762 - \$271,900 - 70% | 276 - \$69,200 - 56% |
| Paid - Collected - % | 322 - \$56,900 - 30% | 219 - \$39,500 - 44% |

An additional expense account has been established to cover necessary enforcement costs when the standard strategies and tools of Code Enforcement are insufficient to gain compliance. This account ensures that staff has the financial resources to address more complex or resistant cases where typical enforcement measures fail, allowing for implementing more intensive enforcement actions as required.

ABATEMENT ACCOUNT EXPENDITURES

| ABATEMENT ACCOUNT EXPENDITURES | 2024/25 | July 23 -April 24 | 2022/23 |
|--------------------------------|---------|-------------------|---------|
|--------------------------------|---------|-------------------|---------|

| | Requested Budgeted | | |
|--|---|--|---|
| RV Towing | \$10,000 | \$7,300 | \$1,945 |
| Title Company | \$5,000 | \$1,975 | \$7,900 |
| Contracted Abatements | \$110,000 (Trees \$10,000 Weeds, RV, Garbage \$100,000) | \$54,426.50 (3) Weeds - \$22,294.50 (2) Debris - \$17,780 (RV, Fire Debris, Garbage) (1) Weeds & Debris - \$14,352 (RV, Fire Debris, Garbage) | \$4,875 Contracted Abatement (1) Property Weeds & Debris |
| Attorney fees RV Abatement | \$40,000 | \$62,489.50 | \$212,382.81 |
| Attorney fees Weed Abatement | \$160,000 | \$120,936.91 | \$0 |
| Attorney fees Public Nuisance Abatements | \$10,000 | \$21,621.83 | \$714 |
| Attorney fees Administrative Appeals | \$4,000 | \$3,836.77 | \$768 |
| Attorney fees Tree Abatements/Appeal/Arbitration | \$10,000 | \$57,008.50 | \$12,585.67 |
| Materials | \$500 | \$205.44 | \$530.31 |
| Postage | \$500 | \$340 | \$7,315.57 |
| Total | \$350,000 | \$329,965.85 | \$249,014.22 |

The requested budget for the 2024/25 fiscal year is based on the current average costs associated with abatement proceedings. From the defensible space inspections, 121 parcels that did not respond to notices of violations and citations have had their cases escalated to the Town Attorney to ensure compliance. So far, legal counsel has secured compliance on 51 parcels. The remaining 70 cases include 44 properties also delinquent on their taxes. Staff is preparing to escalate an additional 46 cases to the town attorney for abatement, 21 of which are complicated by tax delinquencies, adding another layer of challenge to the abatement process.

Legal Process and Challenges to Abatement:

The following is a summary of the legal process the Town’s legal counsel follows once it receives a case from Code Enforcement. Upon receipt of the case, a paralegal reviews the file to assure that all of the code enforcement documents indicated are present in the file. An attorney reviews the documents to assure that all of the notices are in order, the citations are proper, and that there are no unusual facts present that would warrant further consideration or dictate a different approach.

After the file is reviewed and found to be in order, a demand letter and draft legal complaint are sent to the property owner at the address indicated in the notices. The demand letter threatens legal action if the nuisance conditions in question (vegetation posing fire risks or unpermitted RVs) are not addressed. For RV cases, the property owner is given thirty days (30) to comply, and property owners with defensible space issues are given twenty days (20). Often times, the demand letter is returned undeliverable or it is discovered that the property owner no longer resides at the noticed address. When this occurs, a paralegal runs a skip trace for the property owner. If additional addresses are generated, a new demand letter is sent. This process, which includes a draft complaint to be filed with the Court, is the most successful in gaining self-abatement by the property owner once the matter has been referred to legal counsel.

If the property owner does not respond to the final demand letter from the Town's legal counsel, the Town prepares the supporting declarations and evidence to obtain an abatement warrant. The draft declarations are sent to Code Enforcement for review, any changes to the declarations indicated by Code Enforcement are implemented, and the declarations are executed and returned to Counsel. Counsel will then prepare a legal brief making the necessary showing, citing to the evidence and requesting a warrant be issued by the Court. The warrant allows the Town to eliminate the nuisance conditions on the property. Once the Court signs the abatement warrant, the Town has a maximum of fourteen (14) days from issuance to execute on the warrant. However, the Town cannot execute the warrant until it has posted a 24 hours' notice of execution on the property and the 24 hours have expired. After the fourteen (14) day warrant execution period expires, the warrant is no longer valid. Legal counsel must then file a warrant return with the Court including a report to the Court on what action has been taken by the Town.

In almost all cases, abatement warrants are the fastest legal remedies available to address unresolved nuisance conditions. However, they do present some logistical issues and considerations. A warrant is issued for a one time right to enter property to address a problem. If the nuisance conditions are cleared on the property, but those conditions later return (i.e. fire hazards vegetation is again allowed to grow on the property unchecked), the Town would need to secure a new warrant to deal with the new problem. In addition, the fourteen (14) day period for warrant execution, which is the maximum mandated in the Code of Civil Procedure, gives the Town a narrow window to address the problem property. Applying for too many warrants at the same time creates logistical impossibilities for the Town to abate all of the properties simultaneously because the Town does not currently have the resources to execute on the number of warrants that would be issued. Under the current staffing scenario, the application for abatement warrants must be spaced out to avoid overloading the Code Enforcement staff.

Comparative Analysis:

While researching whether other communities manage similar efforts more effectively, staff found strategies or practices that could be adopted to improve our outcomes.

1. This fiscal year, Code Enforcement included within their budget the additional expenditure of the Locate Plus app. Using the Locate Plus app can help ensure that returned mail reaches its correct destination by providing access to up-to-date and accurate address information. The app offers several features that can enhance the process:
 - a. Locate Plus allows for comprehensive searches using various criteria, which can help identify the most current and accurate addresses for recipients.
 - b. The app provides real-time updates and access to a vast address information database, ensuring the data used is as current as possible.
 - c. The app can cross-reference multiple data sources to confirm address accuracy, improving the likelihood that returned mail is redirected appropriately.Overall, Locate Plus enhances the accuracy and efficiency of handling returned mail, ensuring it reaches the correct destination promptly.
2. Using a collection agency to collect fines can significantly increase compliance and be more cost-effective than managing the internal process. Using a collection agency to collect fines can significantly increase compliance for several reasons:
 - a. Collection agencies are persistent in their efforts to recover debts. Their systematic follow-up processes ensure that overdue fines are continually pursued, making it harder for individuals to ignore their obligations.
 - b. The involvement of a collection agency often signals a higher level of seriousness and legal authority, prompting debtors to comply to avoid potential legal consequences.
 - c. Collection agencies can report unpaid fines to credit bureaus, negatively impacting

a debtor's credit score. The threat of damaging their credit can motivate individuals to comply and pay their fines promptly.

- d. Using a professional collection agency can enhance the credibility of the organization's efforts to enforce fines. Debtors may take the fines more seriously when they see a third-party professional involved.

Overall, collection agencies' structured, persistent, and professional approach can significantly increase the citation collection rate and encourage compliance to avoid further citations.

Next steps:

1. Move forward with a goal to abate two properties per week for the upcoming 12-week period.
2. Expediting the timeline from identifying a violation to escalating it to our legal team will shorten our enforcement process, leading to faster and more efficient case resolution.
3. Set up bi-monthly meetings between the legal and code enforcement teams to prevent any potential miscommunication regarding this critical task.
4. With Council direction conduct research on a new ordinance aimed at elevating the standards for defensible space, hazardous fuels management, and general fire safety throughout our community.

Financial Impact:

No financial impacts are associated with filing and accepting this report.