

5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931 TELEPHONE (530) 872-6291 FAX (530) 877-5059 www.townofparadise.com

# **Management Staff:**

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

### **Town Council:**

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

# **TOWN COUNCIL AGENDA**

**REGULAR MEETING - 6:00 PM - June 25, 2014** 

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Town Clerk's Department, at 872-6291 x101 or x102 at least 48 hours in advance of the meeting. Hearing assistance devices for the hearing impaired are available from the Town Clerk.

Town Council Meetings are held at the Paradise Town Hall located at 5555 Skyway, Paradise, California. Members of the public may address the Town Council on any agenda item, including closed session. If you wish to address the Town Council on any matter on the Agenda, it is requested that you complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the Council Meeting. The Mayor or Presiding Chair will introduce each agenda item, and following a report from staff, ask the Clerk to announce each speaker. Agendas and request cards are located outside the entrance door to the Council Chamber.

All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Town Council within 72 hours of a Regular Meeting will be available for public inspection at the Town Hall in the Town Clerk Department located at 5555 Skyway, Room 3, at the time the subject writing or document is distributed to a majority of the subject body. Regular business hours are Monday through Thursday from 8:00 a.m. to 5:00 p.m. Agendas and supporting information is posted on the Town's website at <a href="https://www.townofparadise.com">www.townofparadise.com</a> in compliance with California's open meeting laws. Click on the Agenda and Minutes button.

#### 1. OPENING

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

- c. Invocation
- d. Roll Call
- e. Proclamations:

# 2. ITEMS DEFERRED FROM PREVIOUS MEETINGS

# 3. CONSENT CALENDAR

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

- 3a. Adopt Resolution No. 14-27, A Resolution Approving a Professional Services Agreement for the Town Attorney. Approval will extend the term of the agreement with Dwight L. Moore for legal services to June 30, 2016.
- 3b. (1) Award Contract 13-02, Downtown Paradise Safety Project, to George Reed, Inc. of Modesto, CA in the amount of their bid of \$1,051,455.00; (2) Concur with staff's recommendation of Holdrege & Kull to perform professional Quality Assurance Engineering Services, and approve the attached Professional Services Agreement with Holdrege & Kull in the amount of \$13,594.50; (3) Concur with staff's recommendation of Traffic Works to perform professional Traffic Engineering Services, and approve the attached Professional Services Agreement with Traffic works in the amount of \$9,960.00; and, (4) Authorize the Mayor and Town Manager to execute the above agreements.

# 4. PUBLIC HEARING PROCEDURE

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

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

# <u>PUBLIC HEARINGS</u> - None

# 6. PUBLIC COMMUNICATION

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

# 7. COUNCIL CONSIDERATION

- 7a. Presentation by Town Manager Gill and Finance Director Will of the proposed FY 2014/2015 budgets for the Town of Paradise and the Town of Paradise as Successor Agency to the Paradise Redevelopment Agency. Following discussion, the Town Council will consider adoption of the following resolutions: (Copies of the resolutions are included in the budget document.)
  - (1) Resolution No. 14-28, A Resolution of the Town Council Adopting the Final Budget for the Town of Paradise Including all Attachments, Appendices and Other Related Documents for the 2014-2015 Fiscal Year Ending June 30, 2015. (ROLL CALL VOTE)
  - (2) Resolution No. 14-29, A Resolution of the Town Council of the Town of Paradise Approving and Adopting the Annual Appropriation Limit (Exhibit A) For Fiscal Year 2014-2015. **(ROLL CALL VOTE)**
  - (3) Resolution No. 14-30, A Resolution of the Town Council of the Town of Paradise, California, Amending General Fund Reserves for Fiscal Year 2014-2015. **(ROLL CALL VOTE)**
  - (4) Resolution No. 14-31, A Resolution of the Town Council of the Town of Paradise, California, Adopting the Amended Salary Pay Plan for Town of Paradise Employees for the Fiscal Year 2014-2015. (ROLL CALL VOTE)
  - (5) Resolution No. 14-32, A Resolution of the Town Council of the Town of Paradise Approving and Adopting the Town of Paradise Capital Improvement Plan for the 2014-2015 Fiscal Year. (ROLL CALL VOTE)
- <u>7b.</u> Consider (1) Waiving the reading of entire Ordinance No. 545 and approve reading by title only; (2) Introducing Ordinance No. 545, An Ordinance of the Town Council of the Town of Paradise Amending and Adding Chapter 3.22 to the Paradise Municipal Code Regarding a Transactions and Use Tax to be Administered by the State Board of Equalization. (ROLL CALL VOTE) and,
  - (3) Adopting Resolution No. 14-33, amending Resolution No. 14-23 Calling and Giving Notice for the Holding of a General Municipal Election to be Held on November 4, 2014, as Required by the Provisions of the Laws of the State of California Relating to General Law Cities for the Election of Two (2) Council Members; and for Submission to the Voters a Question Relating to Approval of Ordinance No. 545, An Ordinance Amending and Adding Chapter 3.22 to the Paradise Municipal Code Regarding a Transactions and Use Tax to be Administered by the State Board of Equalization; and,
  - (4) Adopting Resolution No. 14-34, amending Resolution No. 14-24, Requesting the Board of Supervisors of the County of Butte to Consolidate

the General Municipal Election to be Held on November 4, 2014, with the Statewide General Election to be Held on That Date for the Election of Two (2) Town Council Members; and, for the Submission to the Voters a Question Relating to Approval of Ordinance No. 545, An Ordinance Amending and Adding Chapter 3.22 to the Paradise Municipal Code Regarding a Transactions and Use Tax to be Administered by the State Board of Equalization. (ROLL CALL VOTE)

# 8. COUNCIL COMMUNICATION (Council Initiatives)

- 8a. Council oral reports of their representation on Committees/Commissions.
- 8b. Discussion of future agenda items

# 9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

9a. Town Manager oral reports

# 10. CLOSED SESSION

# 11. ADJOURNMENT

STATE OF CALIFORNIA ) SS.	
COUNTY OF BUTTE )	
l	
I declare under penalty of perjury that I am employed by the Town of I	Paradise in
the Town Clerk's Department and that I posted this Agenda on the bul	llotin Board
	ileum board
both inside and outside of Town Hall on the following date:	
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TOWN/ASSISTANT TOWN CLERK SIGNATURE	
To the second se	



# TOWN OF PARADISE Council Agenda Summary June 25, 2014

AGENDA NO. 3a

ORIGINATED BY: Lauren Gill, Town Manager

**REVIEWED BY:** 

**SUBJECT:** Renewal of Town Attorney Professional Services Agreement

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<u>COUNCIL ACTION REQUESTED</u>: Adopt Resolution No. 14-27, a Resolution of the Town Council of the Town of Paradise Approving an Agreement for Professional Services with Town Attorney Dwight L. Moore.

**BACKGROUND**: On June 10, 2014, the Town Council met in closed session pursuant to Government Code section 54957 regarding extension of the agreement for Town Attorney services with Dwight Moore.

<u>DISCUSSION:</u> The purpose of the agreement is to secure general legal services for the Town of Paradise. The agreement outlines the duties and responsibilities of the Town Attorney, assignments, remuneration and term of agreement. Town Attorney Moore has requested a two-year extension of his current agreement, term to expire June 30, 2016.

**RECOMMENDATION:** Approve the agreement and adopted Resolution No. 14-27, A Resolution Approving an Agreement for Legal Services with Town Attorney Dwight L. Moore.

# FISCAL IMPACT:

The agreement removes the 5% concession and increases the monthly fee for legal services starting July 1, 2014 from \$13,110 to \$13,800. The proposed 2014/15 operating and capital budget includes the amount from this extended service agreement.

# **TOWN OF PARADISE RESOLUTION NO. 14-27**

# A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE APPROVING AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES WITH TOWN ATTORNEY DWIGHT L. MOORE

**WHEREAS,** on June 10, 2014, the Town Council met in closed session pursuant to Government Code section 54957 regarding extension of the agreement for Town Attorney services with Dwight Moore.

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

<u>Section 1.</u> The Town Council hereby approves the amended and restated professional services agreement for Town Attorney services with Dwight L. Moore.

<u>Section 2.</u> The Mayor is hereby authorized to execute the amended and restated agreement attached hereto as Exhibit A for Town Attorney services with Dwight L. Moore.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 25th day of June, 2014, by the following vote:

AYES:			
NOES:			
ABSENT:			
ABSTAIN:			
	Ву		
ATTEST:	·	Scott Lotter, Mayor	
Joanna Gutierrez, CMC, Town Clerk			
APPROVED AS TO FORM:			
Dwight L. Moore, Town Attorney			

# AMENDED AND RESTATED AGREEMENT

An Amended and Restated Agreement by and between the **TOWN OF PARADISE**, a municipal corporation of the State of California, with offices at 5555 Skyway, Paradise, California 95969 (hereinafter known as TOWN) and **DWIGHT L. MOORE**, attorney at law, 1860 Mosure Lane, Paradise, CA 95969 (hereinafter known as ATTORNEY), effective July 1, 2014 until June 30, 2016.

# SECTION 1. AMENDED AND RESTATED AGREEMENT

The TOWN and ATTORNEY hereby agree to amend and restate the Agreement originally entered into on May 4, 1993 in accordance with this amended and restated Agreement:

# SECTION 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to secure Town Attorney general legal services for the Town of Paradise by Dwight L. Moore, attorney at law.

# SECTION 3. DUTIES AND RESPONSIBILITIES OF THE ATTORNEY

ATTORNEY's duties shall include, but not be limited to the following:

- 1. To act as chief legal advisor to the Town Council;
- 2. To attend all regular meetings of the Town Council and such other Town Council meetings as the Council determines necessary;
- 3. To perform legal research and prepare opinions on various legal problems for the Town Council, Town Manager and Town departments;
- 4. To review ordinances, resolutions, contracts, deeds, leases and other legal documents prepared by Town staff; to draft such documents when a staff document is not available; and to offer opinions as to the legal acceptability of any such documents prepared by an outside agent or agency that are presented to the Town for consideration;
- 5. To recommend such changes in policies and procedures as are necessary to meet legal requirements;
- 6. To represent the TOWN in civil litigation and in prosecuting violations of Town ordinances and regulations, whether in civil, administrative, or criminal proceedings;
- 7. To confer with and render assistance to the Town Manager and department directors in establishing Town and/or departmental policies by developing and applying legal points and procedures;

- 8. To review proposed state legislation relating to the TOWN and to advise the TOWN accordingly;
- 9. To perform all other tasks deemed necessary or appropriate by the Town Council and Town Manager.

# **SECTION 4. ASSIGNMENTS**

- 1. Council assignments to ATTORNEY shall come from full Council and not from individual members of the Council.
- 2. Staff assignments or requests to ATTORNEY shall come from the Town Manager.
- 3. In the event of an emergency situation, ATTORNEY shall provide for consultation by the Council or management staff after normal business hours by providing telephone numbers where the ATTORNEY can be reached.
- 4. ATTORNEY shall not provide consultation to any private citizen at TOWN expense unless authorized by the Town Manager or required to resolve an assignment from an authorized Town official.
- 5. ATTORNEY shall, on a regular basis, report to the full Council as to the status of all litigation by or against the TOWN whether prospective, pending, settled, or finally adjudicated. It is preferred, but not required, that a brief written summary be available at the time of such review.

# **SECTION 5. REMUNERATION**

- On July 1, 2014, basic remuneration for the ATTORNEY shall be in the form of a monthly retainer of Thirteen Thousand Eight Hundred Ten Dollars (\$13,800) for 120 hours per month which shall include attendance at two (2) regularly scheduled Town Council meetings each month. Attendance at the regularly scheduled Town Council meetings shall be included in the 120 hours for which attorney is compensated. Consultation with Council and staff shall be at Town Hall unless other mutually satisfactory arrangements are made in advance. Consultation time shall include, but not be limited to, consultation, research, review, document drafting, and other similar office work. The 120 hours per month shall be fully utilized prior to any other hourly fees being charged relating to consultation services; provided, however, ATTORNEY shall be paid the retainer amount even if the hours worked are less than 120 hours per month.
- 2. Any litigation services by ATTORNEY on behalf of the TOWN shall be paid at the rate of One Hundred Seventy Dollars (\$170) per hour.
- 3. Any services by ATTORNEY on behalf of the SUCCESSOR AGENCY OF THE PARADISE REDEVELOPMENT AGENCY shall be paid at the rate of One Hundred Twenty Dollars (\$120) per hour.

- 4. (a) No additional charge shall be made for normal expenses such as secretarial services, photocopying, office supplies, travel within Butte County, as well as travel to and from residence or principal place of business.
  - (b) Extraordinary expenses and those required by litigation shall be paid subject to prior authorization by the Town Council.
  - (c) Travel outside Butte County shall be paid at twenty-five cents (\$.25) per mile except when going to residence or principal place of business, which shall be at ATTORNEY's own expense.
  - (d) Other allowable expenses: postage on behalf of the Town; copy charges at the approved Town rate; and fax or long distance telephone charges incurred on behalf of the Town. All charges must be itemized and approved by Town Manager.
- ATTORNEY agrees to submit written itemized monthly billing statements to the Town Manager that include the name of the staff person or Council action requesting services. Payment of the bill shall be promptly made, but in no case, longer than thirty (30) days after receipt and approval of the bill by the Town Manager.

# SECTION 6. TERM OF AGREEMENT

- 1. This Agreement shall terminate on June 30, 2016.
- 2. Attorney shall provide a 120-day written notice to the Town before termination of the Agreement if he has determined not to renew the Agreement.
- 3. TOWN shall not terminate this Agreement without cause based on ATTORNEY's misconduct or inability to carry out his services under this Agreement.

# **SECTION 7. CONFLICT OF INTEREST**

ATTORNEY shall promptly notify TOWN whenever ATTORNEY has knowledge that an actual or potential conflict of interest exists between ATTORNEY's representation of TOWN and representation of a present or prior client of ATTORNEY. ATTORNEY shall withdraw from representation of the party causing the conflict and shall continue rendering services to the TOWN provided that the TOWN wishes ATTORNEY to do so and that such representation would not violate any ethical obligations imposed on ATTORNEY.

# SECTION 8. INDEMNITY AND INSURANCE

ATTORNEY agrees to maintain malpractice insurance at ATTORNEY's expense on all members of its firm and on associates who may be providing services to the TOWN in accordance with applicable State statutes and California State Bar provisions.

ATTORNEY hereby expressly agrees to indemnify and hold harmless, and to defend, TOWN and its authorized agents against any claim made against TOWN as the result of ATTORNEY's own negligent acts or omissions or willful misconduct, except to the extent that TOWN's own negligence, gross negligence or willful misconduct causes or contributes to the damages arising from such claim.

TOWN hereby expressly agrees to indemnify, defend and hold ATTORNEY harmless against any and all claims made against ATTORNEY that arise out of performance of ATTORNEY's duties as Town Attorney except to the extent that ATTORNEY's own negligence, gross negligence, or willful misconduct causes or contributes to the damages arising from such claim.

# **SECTION 9. MISCELLANEOUS**

- 1. In the event of a dispute between the parties arising out of the terms and conditions of this Agreement:
  - A. This Agreement shall be interpreted according to the laws of the State of California.
  - B. Any term or condition found to be unlawful or unenforceable shall be severed from the remaining terms and conditions which shall remain in full force and effect.
  - C. The prevailing party in any such dispute shall be entitled to receive its costs and attorney fees from the other party.
- 2. There are no other oral or written agreements between the parties which in any way modify, reduced or enlarge the rights and obligations provided for herein. The parties may by mutual written agreement amend the terms and conditions of this Agreement.
- 3. Any dispute arising out of interpretation or application of this Agreement shall be resolved through arbitration in accordance with rules as promulgated by the American Bar Association.
- 4. This Agreement is personal to the parties and may not be assigned to another party without the consent of the other party to the Agreement.

5.		yment, but is an agreement for the provision of TOWN and ATTORNEY as an independent
	AGREEMENT is hereby entered into this ng of their signatures hereto.	day of, 2014, by the parties by the
TOW	N OF PARADISE	TOWN ATTORNEY
Scott	Lotter, Mayor	Dwight L. Moore, Town Attorney
ATTE	CST:	
Joanna	a Gutierrez, Town Clerk	



# TOWN OF PARADISE Council Agenda Summary Date: June 25, 2014

Agenda No. 3(b)

ORIGINATED BY: Marc Mattox, Town Engineer

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Downtown Paradise Safety Project Contract Awards

#### **COUNCIL ACTION REQUESTED:**

- 1. Award Contract 13-02, Downtown Paradise Safety Project, to George Reed, Inc. of Modesto, CA in the amount of their bid of \$1,051,455.00
- 2. Concur with staff's recommendation of Holdrege & Kull to perform professional Quality Assurance Engineering Services, and approve the attached Professional Services Agreement with Holdrege & Kull in the amount of \$13,594.50.
- 3. Concur with staff's recommendation of Traffic Works to perform professional Traffic Engineering Services, and approve the attached Professional Services Agreement with Traffic works in the amount of \$9,960.00.
- 4. Authorize the Mayor and the Town Manager to execute the above agreements

#### Purpose:

The objective of the Downtown Paradise Safety Project is to address existing safety issues along Skyway between Vista Way and Elliott Road. In the previous 10 years, over 90 injury collisions have occurred in these limits, including 3 fatalities. The absolute first priority for this project is <u>safety</u>. The Downtown Paradise Safety Project presents an opportunity for a public investment in the community by creating a safer commercial corridor which addresses high speeds, difficult crosswalks, limited parking, common collision hazards, and an aging roadway. These objectives would be achieved by accepting a reduction in lanes and small delays in travel time during the peak commute periods.

#### Background:

The subject project includes the construction of enhanced pedestrian crosswalks, coordinated traffic signals, road rehabilitation and striping modifications.

On May 13, 2014 Town Council adopted a resolution approving the project Plans, Specifications and Estimates for the Downtown Paradise Safety Project.

# Analysis:

The Downtown Paradise Safety Project was formally advertised for bids on May 14, 2014. The project advertisement was published in the Paradise Post on May 17 and May 28, in compliance with public contract codes and Federal-aid requirements. Plans and Specifications were provided to 13 local, regional, and national construction exchanges. In addition, Plans and Specifications were purchased by 3 contractors.

On June 10, 2014, three bids were received by the Town Clerk and publicly opened. A list of bids received and the engineer's estimate are shown below:

Company	<u>Bia Amount</u>
George Reed, Inc. of Modesto, CA	\$1,051,455.00
Knife River Construction of Chico, CA	\$1,131,006.80
Franklin Construction of Chico, CA	\$1,180,897.00

### **Engineer's Estimate**

# \$1,062,000.00

Following the bid opening, all bidders were required to submit Disadvantaged Business Enterprise (DBE) Commitments to determine if the DBE participation goal of 3% was achieved. George Reed's DBE Commitment is 3.75%. Their bid has been thoroughly reviewed and is determined to be the lowest, responsive and responsible bidder.

Contract administration and inspection will be performed by Public Works and Engineering staff. In addition, two contracts for construction professional services are recommended for award.

As a Federal-Aid project, the Town of Paradise is required to implement specific quality assurance procedures to ensure the construction contractor is performing their work to defined standards. To comply with these requirements, staff is recommending Council approve a professional services agreement with Holdrege & Kull of Chico, CA. This recommendation follows a formal request for proposals process which evaluated two consultants for selection. Staff reviewing proposals agreed Holdrege & Kull demonstrated superior knowledge of the project and their scope of work in compliance with Caltrans Construction Manual Quality Assurance Procedures. Payment for the contract will be made on an actual time and materials basis, with an estimated cost of \$13,595.

Finally, staff is recommending Council approve a professional services agreement with Traffic Works of Chico, CA. After requesting proposals from five regional traffic engineering firms, Traffic Works was the sole respondent to perform traffic engineering assistance services during construction of the Downtown Paradise Safety Project. Traffic Works performed preliminary engineering design services for the subject project and with their knowledge of the project will be best suited for advising adjustments during and after construction, as necessary. Payment for the contract will be made on an actual time and materials basis, with a not to exceed cost of \$9,960.

Following contract and insurance processing, George Reed, Inc. is expected to commence construction in late July with substantial completion by late September.

# **Financial Impact:**

The Downtown Paradise Safety Project is funded using a Highway Safety Improvement Program grant award and local transportation/transit funds. A breakdown of all project costs is shown below:

Item / Phase	Federal HSIP Grant	Local Transportation (Transit Fund 5900)	Total
Preliminary Engineering	\$121,679	\$21,321	\$143,000
Construction Contract (George Reed)	\$778,321	\$273,134	\$1,051,455
Construction Contract Contingency (George Reed)	\$0	\$105,145	\$105,145
Quality Assurance Contract (Holdrege & Kull)	\$0	\$13,595	\$13,595
Traffic Engineering Contract (Traffic Works)	\$0	\$9,960	\$9,960
Town Project Management / Inspection	\$0	\$20,000	\$20,000
Total	\$900,000	\$443,155	\$1,343,155

#### Alternatives:

Modify recommended action and/or reject all bids.

Attachments: (1) George Reed Construction Contract

- (2) Holdrege & Kull Professional Services Agreement
- (3) Traffic Works Professional Services Agreement

# Town of Paradise Department of Public Works

# Owner-Contractor Agreement

# Contract No. 13-02, Downtown Paradise Safety Project

THIS AGREEMENT, made this 27<sup>th</sup> day of June, 2014, in triplicate, between the Town of Paradise ("Town"), and George Reed, Inc., ("Contractor").

ARTICLE I. – WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Town, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees, at Contractor's own proper cost and expense, to do all the project work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the Town, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Town, the project work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010 (within the Caltrans Standard Specifications, the word "Department" shall mean the "Town") and the Labor Surcharge and Equipment Rental Rates in effect on the date the project work is accomplished, which the special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Notice to Bidders, Special Provisions, Bid Documents, and Contract Forms included in this Agreement are dated May 14, 2014 and are entitled:

Contract Specifications and Bid Book for Downtown Paradise Safety Project

Contract 13-02 Federal Project No. HSIPL 5425 (024)

The Project Plans for the project work are dated April 8, 2014 and are entitled:

Project Plans for Downtown Paradise Safety Project

Which are hereby made part of this Agreement.

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

# Contract Bid Items for Contract No. 13-02, Downtown Paradise Safety Project

Bid Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	Jobsite Photographs and Video	LS	1	\$1,000.00	\$1,000.00
2	Mobilization	LS	1	\$16,000.00	\$16,000.00
3	Water Pollution Control Program & Erosion Control	LS	1	\$8,500.00	\$8,500.00
4	Traffic Control System	LS	1	\$96,000.00	\$96,000.00
5	Temporary Paint Striping/Delineation	LS	1	\$4,058.00	\$4,058.00
6	Lower and Raise to Grade Water Utility Valve Box	EA	29	\$635.00	\$18,415.00
7	Lower and Raise to Grade Storm Drain Manhole	EA	4	\$1,300.00	\$5,200.00
8	Cold Plane (0.10' Depth Area)	SY	2485	\$2.00	\$4,970.00
9	Cold Plane (0.15' HMA Depth Area)	SY	6956	\$2.00	\$13,912.00
10	Cold Plane (0.25' HMA Depth Area)	SY	15549	\$2.00	\$31,098.00
11	HMA Type A 1/2" Aggregate	TON	3496	\$88.00	\$307,648.00
12	Demolition for Concrete Improvements	SF	17175	\$2.00	\$34,350.00
13	Relocate Storm Drain Inlet	EA	1	\$4,000.00	\$4,000.00
14	Replace Storm Drain Inlet with Field Drain Inlet	EA	1	\$2,800.00	\$2,800.00
15	12" HDPE Storm Drain Pipe Extension	LF	17	\$177.00	\$3,009.00
16	Pedestrian Rated, Accessible Sidewalk Trench Drain	LF	47	\$91.00	\$4,277.00
17	Concrete Driveway, Sidewalk, Bulb-out & Pedestrian Access Ramp	SF	12953	\$10.00	\$129,530.00
18	Caltrans Std. Detail A87A, Type A2-6 Curb and Gutter	LF	1565	\$32.00	\$50,080.00
19	Caltrans Std. Detail A87A, Type A1-6 Curb	LF	102	\$15.00	\$1,530.00

20	Truncated Domes (3' x 4') Black Cast In Place	EA	28	\$289.00	\$8,092.00
21	Truncated Domes (3' x 4') Black Surface Applied	EA	4	\$289.00	\$1,156.00
22	Truncated Domes (3' x 5') Traffic Yellow Cast In Place	EA	6	\$405.00	\$2,430.00
23	Raised Median Island and Passageway	SF	194	\$10.00	\$1,940.00
24	HMA Pavement Restoration (2' Wide, 6" Deep HMA)	SF	96	\$10.00	\$960.00
25	HMA Pedestrian Conform Ramp	EA	8	\$180.00	\$1,440.00
26	HMA Back of Sidewalk Conform	SF	1500	\$8.00	\$12,000.00
27	Ornamental Black 42" Fall Protection Fence	LF	21	\$87.00	\$1,827.00
28	Remove and Deliver Skyway/Fir Flashing Beacon System	LS	1	\$580.00	\$580.00
29	2 Unit Rectangular Rapid Flashing Beacon System (Incl. signs, ppb's, etc)	EA	4	\$12,200.00	\$48,800.00
30	3 Unit Rectangular Rapid Flashing Beacon System (Incl. signs, ppb's, etc)	EA	1	\$15,600.00	\$15,600.00
31	Caltrans Std. ES-6E Type 30 Lighting Standard (15' Arm) 200W LED	EA	3	\$13,675.00	\$41,025.00
32	Modify Signal and Lighting, Skyway at Elliott Road	LS	1	\$68,717.00	\$68,717.00
33	Modify Signal and Lighting, Skyway at Pearson Road	LS	1	\$65,000.00	\$65,000.00
34	Remove All Red Curb Paint Skyway, Pearson to Elliott	LS	1	\$4,500.00	\$4,500.00
35	Thermoplastic Markings, 12" White Limit Line	LF	49	\$3.00	\$147.00
36	Thermoplastic Markings, 12" White Crosswalk	LF	1202	\$3.50	\$4,207.00
37	Thermoplastic Markings, 12" White High Intensity Crosswalk	SF	1300	\$3.50	\$4,550.00
38	Thermoplastic Markings, White Parking Space "T"	EA	59	\$41.00	\$2,419.00
39	Thermoplastic Markings, White Parking Space "L"	EA	46	\$41.00	\$1,886.00
40	Thermoplastic Markings, Type IV Arrow (R) (15 SF)	EA	8	\$70.00	\$560.00
41	Thermoplastic Markings, Type IV Arrow (L) (15 SF)	EA	36	\$70.00	\$2,520.00

			Total Con	tract Amount =	\$1,051,455.00
61	Relocate Roadside Sign Post and Signs	EA	1	\$265.00	\$265.00
60	Roadside Sign Post (Includes Signs)	EA	12	\$295.00	\$3,540.00
59	Remove Roadside Sign Post (Includes Signs)	EA	15	\$41.00	\$615.00
58	Thermoplastic Striping, Detail 38A, Channelizing Line	LF	1088	\$1.00	\$1,088.00
57	Thermoplastic Striping, Detail 38, Channelizing Line	LF	168	\$1.00	\$168.00
56	Thermoplastic Striping, Detail 37B, Lane Drop	LF	1034	\$2.00	\$2,068.00
55	Thermoplastic Striping, Detail 32, TWLTL	LF	2140	\$4.00	\$8,560.00
54	Thermoplastic Striping, Detail 29, Median Island	LF	63	\$3.50	\$220.50
53	Thermoplastic Striping, Detail 27B, Right Edge Line	LF	4297	\$0.50	\$2,148.50
52	Thermoplastic Striping, Detail 25A, Left Edge Line	LF	89	\$1.00	\$89.00
51	Thermoplastic Striping, Detail 22, Centerline	LF	1340	\$2.00	\$2,680.00
50	Thermoplastic Striping, Detail 9, Lane Line	LF	975	\$1.00	\$975.00
49	Thermoplastic Markings, "XING" Legend	EA	1	\$105.00	\$105.00
48	Thermoplastic Markings, "PED" Legend	EA	1	\$88.00	\$88.00
47	Thermoplastic Markings, "STOP" Legend	EA	7	\$105.00	\$735.00
46	Thermoplastic Markings, "ONLY" Legend	EA	3	\$105.00	\$315.00
45	Thermoplastic Markings, "CLEAR" Legend	EA	2	\$141.00	\$282.00
44	Thermoplastic Markings, "KEEP" Legend	EA	2	\$105.00	\$210.00
43	Thermoplastic Markings, Yield Here Triangle	EA	16	\$18.00	\$288.00
42	Thermoplastic Markings, Double Type IV Arrow (30 SF)	EA	2	\$141.00	\$282.00

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

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

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

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

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

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

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

#### 20104.

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
  - (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
  - (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article. (d) This article applies only to contracts entered into on or after January 1, 1991.

#### 20104.2.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon

mutual agreement of the local agency and the claimant.

- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits Contractor's or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

#### 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  - (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
  - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- (c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

#### 20104.6.

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

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

#### **TOWN OF PARADISE**

ву		
	Scott Lotter,	
	Mayor	
Ву		
	Lauren Gill,	
	Town Manager	

Ву
Contractor
Licensed in accordance with an act providing for the registration of contractors,
License No
Federal Employer Identification Number
Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.
Dwight L. Moore, Town Attorney
Approved Effective

# Town of Paradise Department of Public Works

# **Federal Minimum Wage Rates**

CA140009 – May 30, 2014 CA9 10 Day Rule Check: June 2, 2014 Bid Open Date: June 10, 2014 General Decision Number: CA140009 05/30/2014 CA9

Superseded General Decision Number: CA20130009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and

Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification	Number	Publication Date
0		01/03/2014
1		01/10/2014
2		01/24/2014
3		03/07/2014
4		04/11/2014
5		05/23/2014
6		05/30/2014

ASBE0016-001 01/01/2014

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)

Area 1\$	57.15	18.72
Area 2\$	44.05	18.62

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ASBE0016-007 01/01/2013

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)

they contain asbestos or not)....\$ 31.13 6.99

BOIL0549-002 01/01/2013

Rates	Fringes	
BOILERMAKER	22 42	
<ul><li>(1) Marin &amp; Solano Counties.\$ 42.06</li><li>(2) Remaining Counties\$ 38.37</li></ul>	33.43 31.32	

BRCA0003-001 06/01/2011

Rates Fringes

MARBLE FINISHER.....\$ 28.02 12.22

BRCA0003-004 05/01/2011

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	F'rınges
BRICKLAYER		
AREA 1	\$ 35.11	18.99
AREA 2	\$ 39.85	22.00

#### SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Gunite nozzle person shall receive \$1.25 per hour above the regular rate.

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BRCA0003-008 07/01/2013

Page 1 23

	Rates	Fringes
TERRAZZO FINISHER		13.93
TERRAZZO WORKER/SETTER	\$ 39.95	24.39
BRCA0003-010 04/01/2013		
	Rates	Fringes
TILE FINISHER		
Area 1	\$ 21.21	10.01
Area 2		12.44
Area 3		12.35
Area 4	\$ 20.93	11.79
Tile Layer		
Area 1		11.95
Area 2		13.68
Area 3		13.77
Area 4	\$ 35.45	13.68
Nevada, Placer, Plumas, Sacran Tehema, Yolo, Yuba AREA 2: Alpine, Amador AREA 3: Marin, Napa, Solano, S AREA 4: Sonoma		
BRCA0003-014 06/01/2011		
BRCA0003-014 06/01/2011	Rates	Fringes
BRCA0003-014 06/01/2011  MARBLE MASON		Fringes 18.68
		-
MARBLE MASON		-
MARBLE MASON	\$ 39.22	18.68
MARBLE MASON	\$ 39.22	18.68
MARBLE MASON	\$ 39.22 	18.68 Fringes
MARBLE MASON	\$ 39.22 Rates	18.68 Fringes 29.78
MARBLE MASON	Rates\$ 38.60\$ 43.38	18.68 Fringes 29.78 29.78
MARBLE MASON	Rates\$ 38.60\$ 43.38\$ 42.38	18.68 Fringes 29.78
MARBLE MASON	Rates\$ 38.60\$ 43.38\$ 42.38	18.68 Fringes  29.78 29.78 29.78
MARBLE MASON	Rates \$ 39.22 \$ 38.60\$ 43.38\$ 42.38\$ 85.91	18.68 Fringes  29.78 29.78 29.78
MARBLE MASON	Rates \$ 39.22 \$ 38.60\$ 43.38\$ 42.38\$ 42.38	18.68  Fringes  29.78 29.78 29.78 29.78
MARBLE MASON	Rates \$ 39.22 \$ 38.60\$ 43.38\$ 42.38\$ 42.38	18.68  Fringes  29.78 29.78 29.78 29.78 29.78
MARBLE MASON	Rates \$ 39.22 \$ 38.60\$ 43.38\$ 42.38\$ 42.38	18.68  Fringes  29.78 29.78 29.78 29.78 29.78
MARBLE MASON	Rates \$ 39.22 \$ 38.60\$ 43.38\$ 42.38\$ 42.38	18.68  Fringes  29.78 29.78 29.78 29.78 29.78
MARBLE MASON	Rates \$ 39.22 \$ 38.60\$ 43.38\$ 42.38\$ 42.38	18.68  Fringes  29.78 29.78 29.78 29.78 29.78
MARBLE MASON	Rates \$ 39.22 \$ 38.60\$ 43.38\$ 42.38\$ 42.38	18.68  Fringes  29.78 29.78 29.78 29.78 29.78

# SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under



pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

#### DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

#### WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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CARP0034-003 07/01/2013

	Rates	Fringes
Piledriver	\$ 38.60	29.78

CARP0035-001 08/01/2013

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	\$ 39.35	27.02
Area 3	\$ 33.97	27.02
Area 4	\$ 32.62	27.02
Drywall Stocker/Scrapper		
Area 1	\$ 19.68	15.65
Area 3	\$ 16.99	15.65
Area 4	\$ 16.31	15.65

CARP0035-009 07/01/2013

Marin County

Rates Fringes

#### CARPENTER

Bridge Builder/Highway	
Carpenter\$ 39.35	26.58
Hardwood Floorlayer,	
Shingler, Power Saw	
Operator, Steel Scaffold &	
Steel Shoring Erector, Saw	
Filer\$ 39.50	26.58
Journeyman Carpenter\$ 39.35	26.58
Millwright\$ 39.45	28.17

CARP0035-010 07/01/2013

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Alpine, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer Area 1		
	¢ 22 06	17.52
Installer I		
Installer II	.\$ 19.53	17.52
Lead Installer	.\$ 26.41	18.02
Master Installer	.\$ 30.63	18.02
Area 2		
Installer I	.\$ 20.31	17.52
Installer II	.\$ 17.36	17.52
Lead Installer	.\$ 23.28	18.02
Master Installer	.\$ 26.91	18.02
Area 3		
Installer I	.\$ 19.36	17.52
Installer II	.\$ 16.59	17.52
Lead Installer	.\$ 22.16	18.02
Master Installer	.\$ 25.58	18.02

CARP0046-001 07/01/2013

El Dorado (West), Placer (West), Sacramento and Yolo Counties

1	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter\$ Hardwood Floorlayer, Shingler, Power Saw	39.35	26.58
Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ Journeyman Carpenter\$ Millwright\$	33.47	26.58 26.58 28.17

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

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CARP0046-002 07/01/2013

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	\$ 39.35	26.58
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &	x	
Steel Shoring Erector, Saw	V	
Filer	\$ 32.27	26.58
Journeyman Carpenter	\$ 32.12	26.58
Millwright	\$ 34.62	28.17

CARP0152-003 07/01/2013

Amador County

	Rates	F'rınges
Carpenters		
Bridge Builder/Highway		
Carpenter	.\$ 39.35	26.58
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer	.\$ 32.27	26.58
Journeyman Carpenter	.\$ 32.12	26.58
Millwright	.\$ 34.62	28.17

CARP0180-001 07/01/2013

Solano County

I	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter\$	39.35	26.58
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer\$	39.50	26.58

Millwright\$	39.45	28.17
111111111111111111111111111111111111111	03.10	20.1.

CARP0751-001 07/01/2013

Napa and Sonoma Counties

Rates		Fringes
Carpenters  Bridge Builder/Highway  Carpenter\$ 39.3  Hardwood Floorlayer,  Shingler, Power Saw	5	26.58
Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 39.5 Journeyman Carpenter\$ 39.3 Millwright\$ 39.4	5	26.58 26.58 28.17

CARP1599-001 07/01/2013

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters  Bridge Builder/Highway  Carpenter  Hardwood Floorlayer,  Shingler, Power Saw		26.58
Operator, Steel Scaffold Steel Shoring Erector, Sa Filer	w \$ 32.27 \$ 32.12	26.58 26.58
Millwright	\$ 34.62	28.17

ELEC0180-001 06/01/2013

NAPA AND SOLANO COUNTIES

	Rates	F'rınges	
CABLE SPLICER	\$ 49.29	21.609	
ELECTRICIAN	\$ 43.81	21.444	

ELEC0180-003 12/01/2013

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications	21 20	20.115.20
Installer\$ Technician\$		3%+15.30 3%+15.30



#### SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

#### EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

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ELEC0340-002 12/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

]	Rates	Fringes
Communications System		
Sound & Communications		
Installer\$	24.68	3%+12.85
Sound & Communications		
Technician\$	28.38	3%+12.85

#### SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone
interconnect systems, Telephone systems, Nurse call
systems, Radio page systems, School intercom and sound
systems, Burglar alarm systems, Low voltage master clock
systems, Multi-media/multiplex systems, Sound and musical
entertainment systems, RF systems, Antennas and Wave Guide.

#### B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

- C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV
- D. SECURITY SYSTEMS Perimeter security systems

  Vibration sensor systems Card access systems Access
  control systems Sonar/infrared monitoring equipment
- E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale VSAT Data Systems Data Communication Systems Systems RF and Remote Control Systems Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
- 1. The project involves new or major remodel building trades construction.
- 2. The conductors for the fire alarm system are installed in conduit.

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ELEC0340-003 12/01/2013

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

F	Rates	Fringes
ELECTRICIAN		
Remaining area\$	39.06	18.54
Sierra Army Depot, Herlong\$	48.83	18.54
Tunnel work\$	41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

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ELEC0401-005 07/01/2013

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Kates	Fringes	
ELECTRICIAN	\$ 37.00	14.62	
ELEC0551-004 06/01/2013			

MARIN AND SONOMA COUNTIES

Rates	Fringes
ELECTRICIAN\$ 46.70	15.21

ELEC0551-005 12/01/2013

MARIN & SONOMA COUNTIES

1	Rates	Fringes
Sound & Communications		
Installer\$	31.32	16.23
Technician\$	35.66	16.36

#### SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS

SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

# EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

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ELEC0659-006 01/01/2013

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	.\$ 30.27	14.81
ELEC0659-008 02/01/2013		

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer	\$ 51.09	4%+13.30
(2) Lineman, Pole Sprayer	<i>-,</i>	
Heavy Line Equipment Man.		4%+13.30
(3) Tree Trimmer	\$ 32.07	4%+9.80
(4) Line Equipment Man	\$ 45.62	4%+9.80
(5) Powdermen,		
Jackhammermen		4%+9.80
(6) Groundman	\$ 31.31	4%+9.80

ELEC1245-004 06/01/2013

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

]	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer\$	50.30	15
(2) Equipment specialist		
(operates crawler		
tractors, commercial motor		
vehicles, backhoes,		
trenchers, cranes (50 tons		
and below), overhead &		
underground distribution		
line equipment)\$	40.17	14.56
(3) Groundman\$	30.73	13.48
(4) Powderman\$	44.91	13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2014

	1	Rates	Fringes
ELEVATOR	MECHANIC\$	59.19	26.785

#### FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0003-008 07/01/2013

Rates Fringes

Page 1 32

Dredging: (DREDGING:	
CLAMSHELL & DIPPER DREDGING;	
HYDRAULIC SUCTION DREDGING:)	
AREA 1:	
(1) Leverman\$ 40.53	27.81
(2) Dredge Dozer; Heavy	
duty repairman\$ 35.57	27.81
(3) Booster Pump	
Operator; Deck	
Engineer; Deck mate;	
Dredge Tender; Winch	
Operator\$ 34.45	27.81
(4) Bargeman; Deckhand;	
Fireman; Leveehand; Oiler\$ 31.15	27.81
AREA 2:	
(1) Leverman\$ 42.53	27.81
(2) Dredge Dozer; Heavy	
duty repairman\$ 37.57	27.81
(3) Booster Pump	
Operator; Deck	
Engineer; Deck mate;	
Dredge Tender; Winch	
Operator\$ 36.45	27.81
(4) Bargeman; Deckhand;	
Fireman; Leveehand; Oiler\$ 33.15	27.81

#### AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

#### AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

### ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

# CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

#### COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

#### ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

#### FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

#### GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

#### LASSEN COUNTY:

Area 1: Western part along the Southern portion of border

with Shasta County

Area 2: Remainder

#### MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

#### MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

#### MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

#### **NEVADA COUNTY:**

Area 1: All but the Northern portion along the border of

Sierra County

Area 2: Remainder

#### PLACER COUNTY:

Area 1: Al but the Central portion

Area 2: Remainder

# PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

#### SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

#### SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

# SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

#### SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

#### TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity

Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with

Shasta County

Area 2: Remainder

# TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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ENGI0003-018 07/01/2013

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

		Rates	Fringes
OPERATOR:	Power Equipment		
(AREA 1:)	1 1		
GROUP	1	\$ 39.02	26.27
GROUP	2	\$ 37.49	26.27
GROUP	3	\$ 36.01	26.27
GROUP	4	\$ 34.63	26.27
GROUP	5	\$ 33.36	26.27
GROUP	6	\$ 32.04	26.27
GROUP	7	\$ 30.90	26.27
GROUP	8	\$ 29.76	26.27
GROUP	8-A	\$ 27.55	26.27
OPERATOR:	Power Equipment		
(Cranes and	d Attachments -		
AREA 1:)			
GROUP	1		
Cran	es	\$ 39.90	26.27
Oile	r	\$ 32.93	26.27
Truc	k crane oiler	\$ 36.50	26.27
GROUP	2		
	es		26.27
Oile	r	\$ 32.67	26.27
Truc	k crane oiler	\$ 36.21	26.27
GROUP	•		
	es		26.27
	aulic		26.27
	r		26.27
Truc	k Crane Oiler	\$ 35.94	26.27
	Power Equipment		
(Piledrivi:	ng - AREA 1:)		
GROUP			
	ing devices		26.27
	r		26.27
	k crane oiler	\$ 33.26	26.27
GROUP	_		
Lift	ing devices	\$ 38.42	26.27

5/30/2014 www.	www.wdol.gov/wdol/scafiles/davisbacon/CA9.dvb?v=6		
Oiler\$	30.71	26.27	
Truck Crane Oiler\$		26.27	
GROUP 3			
Lifting devices\$	36.74	26.27	
Oiler\$		26.27	
Truck Crane Oiler\$		26.27	
GROUP 4			
Lifting devices\$	34.97	26.27	
GROUP 5			
Lifting devices\$	33.67	26.27	
GROUP 6			
Lifting devices\$	32.33	26.27	
OPERATOR: Power Equipment			
(Steel Erection - AREA 1:)			
GROUP 1			
Cranes\$	40.87	26.27	
Oiler\$	31.32	26.27	
Truck Crane Oiler\$	33.55	26.27	
GROUP 2			
Cranes\$		26.27	
Oiler\$		26.27	
Truck Crane Oiler\$	33.33	26.27	
GROUP 3			
Cranes\$		26.27	
Hydraulic\$		26.27	
Oiler\$		26.27	
Truck Crane Oiler\$	33.06	26.27	
GROUP 4	25 60	26 27	
Cranes\$ GROUP 5	35.60	26.27	
Cranes\$	24 20	26.27	
OPERATOR: Power Equipment	34.30	20.21	
(Tunnel and Underground Work			
- AREA 1:)			
SHAFTS, STOPES, RAISES:			
GROUP 1\$	35.12	26.27	
GROUP 1-A\$		26.27	
GROUP 2\$		26.27	
GROUP 3\$		26.27	
GROUP 4\$		26.27	
GROUP 5\$	30.25	26.27	
UNDERGROUND:			
GROUP 1\$	35.02	26.27	
GROUP 1-A\$	37.49	26.27	
GROUP 2\$	33.76	26.27	
GROUP 3\$	32.43	26.27	
GROUP 4\$		26.27	
GROUP 5\$	30.15	26.27	
FOOTNOTE: Work suspended by rope	s or cables, or wo	ork on a	

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels,



Attachment 1

over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled

compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator;
Brakeperson; Combination mixer and compressor
(shotcrete/gunite); Compressor operator; Deckhand; Fire
tender; Forklift (under 20 ft.); Generator;
Gunite/shotcrete equipment operator; Hydraulic monitor; Ken
seal machine (or similar); Mixermobile; Oiler; Pump
operator; Refrigeration plant; Reservoir-debris tug (selfpropelled floating); Ross Carrier (construction site);
Rotomist operator; Self-propelled tape machine; Shuttlecar;
Self-propelled power sweeper operator (includes vacuum
sweeper); Slusher operator; Surface heater; Switchperson;
Tar pot firetender; Tugger hoist, single drum; Vacuum
cooling plant; Welding machine (powered other than by
electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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## ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

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## PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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#### STEEL ERECTORS

- GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons
- GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane
- GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under
- GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

- GROUP 1-A: Tunnel bore machine operator, 20' diameter or more
- GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator
- GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator
- GROUP 3: Drill doctor; Mine or shaft hoist
  - GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman
  - GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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## AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

## AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:



## ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

## CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

#### COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

## DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

## ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

## FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

## GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

## HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

## LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

## LASSEN COUNTY:

Area 1: Western part along the Southern portion of border

with Shasta County

Area 2: Remainder

## MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

## MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

## MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

## MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

## NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County

Area 2: Remainder

## PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

## PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

## SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

## SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

## SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

## SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

## TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity

Counties

Area 2: Remainder

## TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with

Shasta County

Area 2: Remainder

## TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

## TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

Rates Fringes

OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)



GROUP	1		
AREA	1\$ 2	29.64	25.71
AREA	2\$	31.64	25.71
GROUP	2		
AREA	1\$ 2	26.04	25.71
AREA	2\$ 2	28.04	25.71
GROUP	3		
AREA	1\$ 2	21.43	25.71
AREA	2\$ 2	23.43	25.71

## GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

## AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

#### AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

## ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

## CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

#### COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

## DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

## ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

## FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

## GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

## HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

#### LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

## LASSEN COUNTY:

Area 1: Western part along the Southern portion of border

with Shasta County

Area 2: Remainder

## MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

## MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

## MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

## MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

## NEVADA COUNTY:

Area 1: All but the Northern portion along the border of

Sierra County

Area 2: Remainder

## PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

## PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

## SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

## SIERRA COUNTY:

Area 1: Western part Area 2: Remainder

## SISKIYOU COUNTY:

Area 1: Central part Area 2: Remainder

#### SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

## TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity Counties

Area 2: Remainder

#### TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County

Area 2: Remainder

## TULARE COUNTY;

Area 1: Remainder Area 2: Eastern part

## TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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IRON0377-002 07/01/2013

1	Rates	Fringes
Ironworkers:		
Fence Erector\$	26.58	17.74
Ornamental, Reinforcing		
and Structural\$	33.00	26.30

## PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center \$2.00 additional per hour at the following locations:

Port Hueneme, Port Muqu, U.S. Coast Guard Station - Two Rock

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LABO0067-002 12/01/2013

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

1	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B\$	19.66	9.02
LABORER (Lead Removal)		
Area A\$	27.89	19.20
Area B\$	26.89	19.20

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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LABO0067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

Rates Fringes

Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

5/30/2014	www.	wdol.gov/wdol/scafiles/davisbaco	n/CA9.dvb?v=
	Group\$	27.84	15.82
	GROUP 1\$	27.14	15.82
	GROUP 1-a\$	27.36	15.82
	GROUP 1-c\$	27.19	15.82
	GROUP 1-e\$	27.69	15.82
	GROUP 1-f\$	27.72	15.82
	GROUP 1-g (Contra Costa		
	County)\$	27.34	15.82
	GROUP 2\$		15.82
	GROUP 3\$		15.82
	GROUP 4\$		15.82
See	e groups 1-b and 1-d under labo		
	cers: (CONSTRUCTION CRAFT	JICI CIADDIIIICACI	•
	RERS - AREA B:)		
HADOI	Construction Specialist		
	Group\$	26 84	15.82
	GROUP 1\$		15.82
	GROUP 1-a\$		15.82
	GROUP 1-c\$		15.82
	GROUP 1-e\$		15.82
	GROUP 1-f\$		15.82
	GROUP 2\$		15.82
	GROUP 3\$		15.82
	GROUP 4\$		15.82
	e groups 1-b and 1-d under labo	orer classification	ons.
Laboı	cers: (GUNITE - AREA A:)		
	GROUP 1\$		15.82
	GROUP 2\$		15.82
	GROUP 3\$		15.82
	GROUP 4\$	27.60	15.82
Laboı	cers: (GUNITE - AREA B:)		
	GROUP 1\$		15.82
	GROUP 2\$	26.60	15.82
	GROUP 3\$		15.82
	GROUP 4\$	25.89	15.82
Laboı	cers: (WRECKING - AREA A:)		
	GROUP 1\$	27.14	15.82
	GROUP 2\$	26.99	15.82
Laboi	rers: (WRECKING - AREA B:)		
	GROUP 1\$	26.14	15.82
	GROUP 2\$		15.82
Lands	scape Laborer (GARDENERS,		
HORT	ICULTURAL & LANDSCAPE		
LABOI	RERS - AREA A:)		
	(1) New Construction\$	26.89	15.82
	(2) Establishment Warranty		
	Period\$	20.58	15.82
Lands	scape Laborer (GARDENERS,		
	ICULURAL & LANDSCAPE		
	RERS - AREA B:)		
111101	(1) New Construction\$	25.89	15.82
	(2) Establishment Warranty	20.00	10.02
	Period\$	19.58	15.82
	101100	± J • U U	+0.02

## FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the



applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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## LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material. B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job. C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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## GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

## WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-002 07/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes Mason Tender-Brick.....\$ 31.52

LABO0185-005 07/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

		Rates	Fringes
Tunnel and	Shaft Laborers:		
GROUP	1\$	34.10	16.53
GROUP	2\$	33.87	16.53
GROUP	3\$	33.62	16.53
GROUP	4\$	33.17	16.53
GROUP	5\$	32.63	16.53
Shotci	cete Specialist\$	36.12	16.53

## TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-002 07/01/2013

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	\$ 27.64	18.74
Traffic Control Person I	\$ 27.94	18.74
Traffic Control Person II.	\$ 25.44	18.74



TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0261-004 07/01/2013

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	\$ 34.10	16.53
GROUP 2	\$ 33.87	16.53
GROUP 3	\$ 33.62	16.53
GROUP 4	\$ 33.17	16.53
GROUP 5	\$ 32.63	16.53
Shotcrete Specialist.	\$ 36.12	16.53

## TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-007 07/01/2013

MARIN COUNTY

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 32.77

16.53

LABO0324-004 07/01/2013

NAPA, SOLANO, AND SONOMA, COUNTIES

R	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person\$	26.64	18.74
Traffic Control Person I\$	26.94	18.74
Traffic Control Person II\$	24.44	18.74

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-008 07/01/2013

NAPA, SOLANO, AND SONOMA COUNTIES

	I	Rates	Fringes
Tunnel and Shaf	t Laborers:		
GROUP 1	\$	34.10	16.53
GROUP 2	\$	33.87	16.53
GROUP 3	\$	33.62	16.53
GROUP 4	\$	33.17	16.53
GROUP 5	\$	32.63	16.53
Shotcrete	Specialist\$	36.12	16.53

## TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -



muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-010 07/01/2013

NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

LABORER (Brick)

Mason Tender-Brick......\$ 31.95 16.53

LABO1414-005 08/07/2013

Rates Fringes

Plasterer tender.....\$ 30.00 16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0016-004 01/01/2013

MARIN, NAPA, SOLANO & SONOMA COUNTIES

Rates Fringes

Painters:....\$ 33.86 20.26

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional 100 to 180 feet - \$4.00 per hour additional Over 180 feet - \$6.00 per houir additional

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PAIN0016-005 01/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates

Fringes

DRYWALL FINISHER/TAPER.....\$ 36.24 18.67

PAIN0016-007 01/01/2013

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

Rates Fringes

Painters:.....\$ 29.06 15.98

SPRAY/SANDBLAST: \$0.50 additional per hour. EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

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PAIN0016-008 01/01/2013

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

SOFT FLOOR LAYER.....\$ 44.87 17.98

PAIN0169-004 01/01/2013

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

Rates Fringes

GLAZIER.....\$ 41.88 21.59

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

<sup>\*</sup> PAIN0567-001 07/01/2013

	F	Rates	Fringes
Painters:			
Brush	and Roller\$	23.30	10.19
Sprav	Painter & Paperhanger.\$	24.15	10.19

#### PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr Special Coatings (Spray), and Steeplejack = \$1.00/hr Special Coating Spray Steel = \$1.25/hr Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

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PAIN0567-007 07/01/2013

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	\$ 25.40	11.49

PAIN0567-010 07/01/2013

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall (1) Taper (2) Steeplejack - Taper,	\$ 27.07	11.14
over 40 ft with open space below	\$ 28.57	11.14

PAIN0767-004 01/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

Rates Fringes

Page 4 56

GLAZIER.....\$ 32.24

19.88

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2013

## HIGHWAY IMPROVEMENT

	Ra	tes 1	Fringes
Parking Lot S	Striping/Highway		
Marking:			
GROUP 1.	\$2	8.27	11.65
GROUP 2.	\$2	8.60	11.65
GROUP 3.	\$2	6.96	11.65

#### CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-001 01/01/2013

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes	
SOFT FLOOR LAYER	\$ 28.25	16.73	

PLAS0300-003 07/01/2009

Rates Fringes

#### PLASTERER

AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas,

Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....\$ 32.82 AREA 355: Marin, Napa & Sonoma Counties.....\$ 32.82 \_\_\_\_\_

PLAS0300-005 06/28/2010

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 28.65 18.56

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PLUM0038-002 07/01/2013

MARIN AND SONOMA COUNTIES

Rates Fringes

PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)

> (1) Work on wooden frame structures 5 stories or less excluding hgih-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET

RECOVERY RATE.....\$ 62.00 42.39

(2) All other work - NEW

CONSTRUCTION RATE.....\$ 62.00 \_\_\_\_\_\_

PLUM0038-006 07/01/2013

MARIN & SONOMA COUNTIES

Rates Fringes Landscape/Irrigation Fitter (Underground/Utility Fitter)....\$ 52.70

\* PLUM0228-001 01/01/2014

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

Rates Fringes

PLUMBER....\$ 34.50 25.24

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PLUM0343-001 07/01/2013

NAPA AND SOLANO COUNTIES

J	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial\$	30.60	19.40
All Other Work\$	47.50	28.20

#### DEFINITION OF LIGHT COMMERICIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

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PLUM0350-001 01/01/2011

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 34.60	10.50
PLUM0355-001 07/01/2013		

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates	Fringes
Underground Utility Worker /Landscape Fitter\$ 28.55	8.30

<sup>\*</sup> PLUM0442-003 01/01/2014

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	\$ 35.00	24.99
PLUM0447-001 07/01/2013		

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes	
PLUMBER/PIPEFITTER			
Journeyman	\$ 41.77	22.35	
Light Commercial Work	\$ 32.23	17.22	
ROOF0081-006 08/01/2011			_

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes	
Roofer	\$ 33.16	10.90	
ROOF0081-007 08/01/2012			_

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	\$ 32.33	11.97

SFCA0483-003 01/01/2014

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	.\$ 52.42	25.62
SFCA0669-003 07/01/2013		

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	.\$ 34.19	19.37
SHEE0104-006 07/01/2013		

Page 4 60

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

Rates Fringes

Sheet Metal Worker

Mechanical Contracts
\$200,000 or less......\$ 51.30
All other work.....\$ 52.80

35.96
34.46

SHEE0104-009 07/01/2013

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

Rates Fringes

SHEET METAL WORKER......\$ 38.43 29.31

SHEE0104-010 07/01/2013

Alpine County

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

Rates Fringes

Sheet Metal Worker (Metal decking and siding only).....\$ 38.43 29.31

SHEE0104-014 07/01/2013

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

Rates Fringes

SHEET METAL WORKER (Metal

Decking and Siding only).....\$ 52.80 34.46

SHEE0104-019 07/01/2013

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

Rates Fringes

SHEET METAL WORKER

Mechanical Jobs \$200,000 &

under.....\$ 29.54 27.16 Mechanical Jobs over

\$200 000 \$ 38

\$200,000....\$ 38.43 29.31

TEAM0094-001 07/01/2013

		Rates	Fringes
Truck drivers:			
GROUP	1	\$ 27.44	23.69
GROUP	2	\$ 27.74	23.69
GROUP	3	\$ 28.04	23.69
GROUP	4	\$ 28.39	23.69
GROUP	5	\$ 28.74	23.69

## FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with

self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

\_\_\_\_\_

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e.,

Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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## WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- $^\star$  a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# Town of Paradise Department of Public Works

## FHWA Form 1273, Federal Aid Contract Provisions

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

## **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

## IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

## 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under  $\S5.5$  (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under  $\S5.5$  (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress. expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

T h i s p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

# X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. "First Tier Covered
  Transactions" refers to any covered transaction between a
  grantee or subgrantee of Federal funds and a participant (such
  as the prime or general contract). "Lower Tier Covered
  Transactions" refers to any covered transaction under a First
  Tier Covered Transaction (such as subcontracts). "First Tier
  Participant" refers to the participant who has entered into a
  covered transaction with a grantee or subgrantee of Federal
  funds (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

# 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. You may contact the person to
  which this proposal is submitted for assistance in obtaining a
  copy of those regulations. "First Tier Covered Transactions"
  refers to any covered transaction between a grantee or
  subgrantee of Federal funds and a participant (such as the
  prime or general contract). "Lower Tier Covered Transactions"
  refers to any covered transaction under a First Tier Covered
  Transaction (such as subcontracts). "First Tier Participant"
  refers to the participant who has entered into a covered
  transaction with a grantee or subgrantee of Federal funds
  (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \*

## XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

#### AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on <u>June 27, 2014</u> by and between the Town of Paradise, a municipal corporation ("Town") and <u>Holdrege & Kull – Consulting Engineers</u> and <u>Geologists</u> (Consultant").

#### **RECITALS**

- A. Consultant is specially trained, experienced and competent to perform the special engineering and software services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. Town desires to retain Consultant to render professional engineering services as set forth in this Agreement.

#### **AGREEMENT**

#### 1 SCOPE OF SERVICES.

The Consultant shall furnish the following services in a professional manner under this Agreement:

Consultant shall perform all materials testing, inspection, and geotechnical Services under this Agreement as directed by the Town Engineer. Consultant's services and any of its Town-approved sub-consultants shall perform all services in accordance with Exhibit "A" that is attached hereto and incorporated herein by reference. Consultant shall provide the services at the place and in the manner specified in Exhibit "A", subject to the direction of the Town through its staff that it may provide from time to time. Consultant shall adhere to the Caltrans Construction Manual for materials testing.

#### 1.1 Town Obligations

All data applicable to the project and in possession of the Town are to be made available to the Consultant.

#### 2 TIME OF PERFORMANCE.

The services of Consultant shall commence on <u>July 7, 2014</u>, and shall terminate upon full project completion.

#### 3 COMPENSATION.

Consultant's compensation for all services under this Agreement shall not exceed \$13,954.50 and shall be in accordance with the charges set forth in Exhibit "B". In no event shall Consultant's compensation exceed 110% of Costs and Fees set forth in Exhibit "B" without the prior approval of the Town Council.

#### 4 METHOD OF PAYMENT.

Consultant shall submit monthly billings, or progress invoices to Town describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures and segregated by test methods or by specific tasks. Town shall pay Consultant progress payments no later than 30 days after approval of the monthly invoice by Town staff. Approval of the monthly invoice requires the submittal of certified payrolls when prevailing wages rates are in effect for work done during applicable month. Certified payrolls are to be submitted on a weekly basis and within ten days after the week in question.

#### 4.1 Retention Of Payment

When payments made by Town equal 95% of the maximum fee provided for in this

Agreement, no further payments shall be made until the final work under this Agreement, or for each individual project relating to the Consultant's services has been accepted by the Town.

#### 4.2 Cost Principles

- 4.2.a The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.
- 4.2.b The Consultant also agrees to comply with Federal procedures in accordance with49 CFR, part 18, Uniform Administrative Requirements for Grants andCooperative Agreements to State and Local Governments.
- 4.2.c Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., OR 49 CFR, Part 18, Uniform Administrative requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to State.
- 4.2.d Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this Section.

#### 4.3 Contingent Fee

The Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or

violation of this warranty, the State has the right to annul this Agreement without liability, pay on the value of the work actually performed, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 4.4 Retention Of Records/Audit

- 4.4.a For the purpose of determining compliance with Public Contract Code Section 10115, et seq. And Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Consultant, subconsultants, and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant that are pertinent to the Agreement from audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- 4.4.b Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this Section.

#### 5 EXTRA WORK.

At any time during the term of this Agreement, Town may request that Consultant

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

#### 6 TERMINATION.

This Agreement may be terminated by the Town immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

#### 7 OWNERSHIP OF DOCUMENTS.

All reports, plans, studies, documents, and other writings prepared by and for Consultant, in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Town upon payment to Consultant for such work, and the Town shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to Town within three (3) days after written request. Consultant shall not be responsible for liabilities, losses, or claims resulting from unauthorized modifications, or reuse other than original intended purpose.

#### 8 LICENSING OF INTELLECTUAL PROPERTY.

This Agreement creates a nonexclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of

expression, including, but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by Town. Town shall not be limited in any way in its use of the Documents and Data at any time.

#### 8.1 Confidentiality.

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name, seal, or photographs relating to project for which Consultant's services are rendered, or participate in any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

#### 8.2 Consultant's Books and Records.

- 8.2.a Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to Town for a minimum period of two (2) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- 8.2.b Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of **three** (3) **years**, or for any longer period required by law, from the date of termination or completion of this Agreement.
- 8.2.c Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- 8.2.d Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Town may, by written request by any of the above named officers, require that custody of the records be given to the Town and that the records and documents be maintained by Town Hall.

#### 9 INDEPENDENT CONTRACTOR.

It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Town. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

#### 10 Interest of Consultant.

Consultant (including principals, associates, and professional employees and subcontractors) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because

#### Consultant:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the Town or any Town official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any Town decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

#### 11 PROFESSIONAL ABILITY OF CONSULTANT.

Town has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall have <u>Shane Cummings</u> manage and approve the work of all persons performing professional services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

#### 12 COMPLIANCE WITH LAWS.

Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

#### 13 LICENSES.

Consultant represents and warrants to Town that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to Town that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, certifications, insurance and approvals which are required by the Town for its business.

#### 14 INDEMNITY.

Consultant agrees to defend, indemnify and hold harmless the Town, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its negligent performance, misconduct or omissions relating to the services under this Agreement or its failure to

comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the Town, its officers, agents, employees or volunteers.

#### 15 **Insurance Requirements.**

Consultant, at Town's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.

#### 16 NOTICES.

Any notice required to be given under this Agreement shall be in writing and will either be served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Marc Mattox

Town Engineer Town of Paradise 5555 Skyway

Paradise, CA 95969

If to Consultant: Shane Cummings, Project Manager

Holdrege & Kull – Consulting Engineers and Geologists

8 Seville Court Chico, CA 95928

#### 17 Entire Agreement.

This Agreement constitutes the complete and exclusive statement of Agreement between the Town and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

#### 18 AMENDMENTS.

This Agreement may be modified or amended only by a written document executed by both Consultant and Town and approved as to form by the Town Attorney.

#### 19 ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to Town for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the Town. No subcontractors (other than those listed on Exhibit "A") shall work under this Agreement without the prior written authorization of the Town. If Town consents to such subcontract, Consultant shall be fully responsible to Town for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Town and a subcontractor of the Consultant nor shall it create any obligation on the part of the Town to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. Subcontracts shall physically contain the provisions contained in Federal Form 1273.

#### 20 WAIVER.

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

#### 21 SEVERABILITY.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

#### 22 CONTROLLING LAW VENUE.

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

#### 23 LITIGATION EXPENSES AND ATTORNEY'S FEES.

If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

#### 24 MEDIATION.

The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified

#### 25 MEDIATORS.

The Town and Consultant shall meet to select a mediator by each striking the names of two different proposed mediators and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

#### 26 EXECUTION.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

#### 27 <u>AUTHORITY TO ENTER AGREEMENT.</u>

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

#### 28 PROHIBITED INTERESTS.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

#### 29 EQUAL OPPORTUNITY EMPLOYMENT.

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. IN WITNESS WHEREOF the parties have cause this Agreement to

be executed on the date first written above.

#### 30 CERTIFICATIONS OF LOCAL AGENCY AND CONSULTANT

In addition, this Agreement is subject to both the Town and Consultant Certification Statements set forth in Exhibit D.

#### 31 FEDERAL AID PROVISIONS AND PARTICIPATION

In addition, this Agreement is subject to the Federal Contract Provisions set forth in Exhibit E.

#### 31.1 Federal Minimum Wage Rates

In addition, this Agreement is subject to the aforementioned Federal Contract Provisions and subsequently Federal Minimum Wage Rates discussed in Exhibit E. These Federal Wage Rates can be found at the following website: <a href="http://www.gpo.gov/davisbacon/">http://www.gpo.gov/davisbacon/</a>. Consultant shall pay the greater of either the State minimum wage rate or Federal minimum wage rates that are current at the time of work performed. The minimum wage rates as determined by the State of California can be found at the following website: <a href="http://www.dir.ca.gov/DLSR/PWD/index.htm">http://www.dir.ca.gov/DLSR/PWD/index.htm</a>.

#### 32 REPORTING, CERTIFICATION AND COMMITMENT FORMS AND PROVISIONS

In addition, this Agreement is subject to compliance with provisions, instructions, and timely submission of the forms and documents set forth in Exhibit D.

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TOWN OF PARADISE	"CONSULTANT"
By:	By:
Lauren Gill, Town Manager	Title:
By:	
Scott Lotter, Town Mayor	
APPROVED AS TO FORM:	ATTEST:
D.	n.
By:	By:
By: Dwight L. Moore, Town Attorney	By: Joanna Gutierrez, Town Clerk
Dwight L. Moore, Town Attorney	
Dwight L. Moore, Town Attorney	
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## EXHIBIT "A"

## **Scope of Services**



June 5, 2014

Proposal No.: PC14.064

Mr. Marc Mattox Engineering Town of Paradise 5555 Skyway Paradise, CA 95969

REFERENCE: Request for Proposals, Construction Quality Assurance

**Engineering Services for the Downtown Paradise Safety** 

Project

Paradise, California

SUBJECT: Proposal for Construction Quality Assurance Services.

Dear Mr. Mattox,

This proposal for construction quality assurance (CQA) engineering services was prepared by Holdrege & Kull (H&K) in response to the Town of Paradise Request for Proposal (RFP) dated May 22, 2014. H&K's materials testing division is certified by the California Department of Transportation (Caltrans) to provide field and laboratory testing, construction quality assurance, and special inspection of infrastructure and roadway improvement projects.

H&K is prepared to fulfill all aspects of the scope of work as described in the RFP. We have recent project experience with the Town of Paradise providing materials testing and geotechnical consulting services. H&K has vast experience with Federally funded American Recovery and Reinvestment Act (ARRA) projects and maintains a well established Quality Assurance Program. Our local knowledge of the unique geotechnical and geologic conditions in Paradise and Butte County contribute to value engineering solutions and cost savings to our clients. The close proximity of our Chico office to the Town of Paradise enables us to expeditiously respond to tasks.

Our experience, technical qualifications, and competitive rates will enable us to provide the Town of Paradise with cost-effective, high quality materials testing, and geotechnical consulting services. In addition, H&K hereby states that, we the proposer, nor any of our sub-consultants, are on the federal debarment list provided by the General Services Administration (www.epls.gov/).



Our firm has maintained an office in Chico since 2003 where it serves as a hub for our northern California operations. This project will be managed from the Chico office with support from the Nevada City corporate headquarters. All correspondence for this project should be directed to:

Shane Cummings, Project Manager
Holdrege & Kull - Consulting Engineers and Geologists
8 Seville Court, Chico, CA 95928
(530) 894-2487, (530) 894-2437 fax, <a href="mailto:sdc-ummings@HandK.net">sdcummings@HandK.net</a>

Mr. Shane Cummings will be the project manager and contract contact person and can be reached to answer questions or provide additional information. Included in this proposal is a brief summary of our quality assurance and testing services, experience of our key personnel that will be assigned to the project, descriptions of H&K's experience on other federally funded projects, completed task and fee estimate, and H&K's 2014 fee schedule which will be valid for a minimum period of 60 days from this date. As you will find in the proposal, H&K has the qualified and certified staff, skill, successful practice, and ability to perform the sampling and testing of soil, asphalt, concrete, and other materials used in the Downtown Paradise Safety Project. H&K will perform, oversee and coordinate all aspects of project materials sampling and testing in accordance with the Town of Paradise plans and specifications and Caltrans standards.

Thank you for the opportunity to submit this proposal to provide inspection and materials testing services for this construction project. Following review of this proposal, we are confident the Town of Paradise will see the added value that H&K can provide to this important project.

We look forward to working with you again and answering any questions you may have regarding our proposal.

Sincerely,

**HOLDREGE & KULL** 

Shane D. Cummings, CEG Operations Manager



## **Project Understanding**

The Town of Paradise has designed plans and received a Federal Highway Safety Improvement grant to construct pedestrian friendly streetscape improvements along the Skyway between Vista Way and Elliott Road in Paradise, California. In general, the Downtown Paradise Safety Project will include demolition of existing curb and sidewalk streetscape features to make way for new concrete curbs,

gutters, sidewalks, driveways and ADA compliant ramps with truncated dome installations; the installation of pedestrian crossing median islands; bulb-out curb and gutter sidewalk crossing sections; and cold planed asphalt concrete (AC) removal for construction of Hot Mix Asphalt (HMA) overlay repairs and improvement sections.



H&K understands that the project is expected to begin construction in mid-July

2014 and should be complete by the beginning of October 2014. The Town of Paradise Inspector will provide inspection during the sidewalk, curb, gutter, and island improvements. HMA paving is expected to occur during September and be performed during night shifts. H&K has numerous Caltrans certified testers and inspectors on staff. Caltrans certification is required for covering the HMA batching operations sampling and testing and onsite collection of samples during the paving operations.

The construction quality assurance (CQA) services will follow H&K's Independent Assurance (IA) program and performed in accordance with the Town of Paradise Quality Assurance Plan, project specifications, and American Society of Testing Materials (ASTM) and Caltrans test (CT)methods.



## Scope of Work

The proposed scope of services is based on H&K's project understanding and professional experience. The time estimated for these services is based on the approximate total quantities of items to be constructed, H&K's proximity to the project site, and estimated time on site to perform CQA services. However, actual time is solely dependent on the contractor's schedule.

H&K will provide geotechnical and materials testing consulting services as directed by the Town of Paradise. Based on the information presented in the RFP and the project specifications, H&K proposes to perform the following CQA engineering services:

- Attend one kickoff/pre-construction meeting with the Town, contractor. and subcontractors.
- Attend site meetings and pre-paving meetings as requested by the Town.
- Coordinate with the Town, contractor, and subcontractors schedule to provide testing and observation services.
- Review the approved plans, specifications, quality assurance plan, addendums, requests for information (RFI), change orders, job mix formulas, earthwork material submittals, and other pertinent project related information; and discuss changes, issues, and recommendations with the Town of Paradise engineering personnel.
- Obtain representative HMA aggregate, recycled asphalt pavement (RAP), oil, and mix samples (at the plant and in the field) for laboratory testing in accordance with the plans and specifications, the project or agency Quality Assurance Program (QAP), and the applicable Caltrans Standard Specification Section 39, Standard Procedure. The HMA field sampling and laboratory testing will be consistent with CT methods. H&K will coordinate with the contractors Quality Control inspector to split samples at the batch plant and onsite.
- Determine the number of sublots from the quantity in tons to be placed. The sublot quantity to be sampled is one sample of aggregate/RAP/asphalt binder and HMA for every 750 tons produced. Random sampling milestones (or tonnages at which samples will be taken) will be per Caltrans Construction



Manual Form CEM-3502. Samples will be from the positions discussed during the pre-paving conference.

- Perform density testing during AC placement and compacting using a thin-lift nuclear density gauge and or collecting AC cores.
- AC coring will be performed by the contractor at random locations selected by H&K per the CT methods. Collect relatively undisturbed AC cores at a frequency of one core per every 250 tons of HMA placed road surface once compaction efforts have been completed and the material has cooled to a temperature less 120°F.
- Perform HMA quality assurance laboratory testing in accordance with the Standard Procedure on the current Caltrans Specifications. The test methods and number of samples anticipated are provided in the following table.

Caltrans Test Method	No. of Samples
Aggregate Gradations (CT 202)	5
Sand Equivalent (CT 217)	5
Percent Crushed (CT 205)	1
LA Rattler (CT 211)	1
Fine Aggregate Angularity (CT 229)	1
Flat and Elongated (CT 235)	1
Asphalt Binder Content (CT 382)	5
HMA Moisture Contents (CT 370)	1
Max. Theoretical Density (CT 309)	5
Stabilometer Values (CT 366)	5
Air Voids Content (CT 308)	5
Voids Filled with Asphalt (LP*3)	1
Voids Mineral Aggregate (LP*2)	1
Dust Proportion (LP*4)	1
Cores (CT 308)	15

 Prepare a final CQA report to document the earthwork and HMA field and laboratory testing performed by H&K. The CQA report will include: a description of the work performed; figures showing the locations of tests; field and laboratory test results.

H&K will keep and open line of communication with key parties so that no outstanding issues, defects, or work performed outside the approved documents falls through the cracks or waits for resolution. Working closely with the contractor, Town Inspector, and Engineer allows H&K to be responsive under short notice to



facilitate quick correction of deficiencies and approval of modifications to keep the project on track and within budget.

## Firm Qualifications and Experience

H&K is a certified small business corporation, with a reputation for technical innovation and a strong client service orientation. H&K was founded in 1993 to provide geotechnical engineering, environmental engineering, engineering, construction management, materials testing, special inspection, and quality assurance/quality control to clients located throughout California, Oregon and Nevada. H&K's clientele include municipal and government agencies, development firms, civil engineering and planning firms, non-profit organizations, and private property owners and homeowners. Since 1993, our professional experience has grown with industry and regulatory demand based on increased exposure in high profile geotechnical and environmental projects, commercial developments, residential subdivisions, highways and overpasses, schools and hospitals, sanitary landfill design and construction, landslide repair, canal rehabilitation, earth-rock dam design and construction, leaking underground storage tank sites and abandoned mine land assessments. H&K has an established reputation for providing responsive, quality recommendations and solutions for a wide variety of engineering problems and environmental concerns.

H&K has the qualifications, experience, knowledge, and ability to perform materials sampling and testing for the Town of Paradise. H&K is an award winning, innovative successful engineering and materials testing firm with five offices located throughout Northern California. H&K knows the secret of our success is our ability to understand and solve our client's problems, be responsive and proactive, and to complete our client's projects on-time and within budget.



## EXHIBIT "B"

Compensation

Project Cost Estimate

Holdrege and Kull

#### Appendix D

#### ITEMIZED PROJECT COST ESTIMATE

JOB NAME:	ITEMIZED PROJECT COST ESTIMATE  Downtown Paradise Safety Project PREPARED BY: SDC						SDC				
PROPOSAL NO.:	Downtown Paradise Safety Project PC14.064					COST TYPE:		T&M	PK	DATE:	6/5/14
DESCRIPTION:	Construction Quality Assurance	-				COST TIPE.		I QIVI		SCHEDULE:	2014
LOCATION:	Skyway from Vista Way and Elliott Road									SCHEDULE.	2014
LOCATION:	DESCRIPTIONS					Task 1		Task 2	Г т	ask 3	TOTALS
	DESCRIPTIONS					ract Admin		Sampling			IUIALS
								d Testing		Report paration	
						eetings ubtask		u resung Subtask		ubtask	
									31	JDIASK	
Grand Total =	\$40 F04 F0		Cert. Payroll 3 Nights Paving		Jilis Faviliy						
Grand Total -	\$13,594.50	-	Sı	ubtotals	Proj Management \$1,860.00 \$10,884.50			0.884.50	\$850.00		\$13,594.50
PERSONNEL		CODE	RATE (\$)	UNIT	NO.	COST (\$)	NO.	COST (\$)	NO.	COST (\$)	COST (\$)
Principal		PR	215.00	hr	110.	0.00	110.	0.00		0.00	0.00
Associate Engineer/Ge	ologist	AE	155.00	hr	2.0	310.00	1.0	155.00	2.0	310.00	775.00
Construction Services I		CSM1	135.00	hr	8.0	1,080.00	4.0	540.00		540.00	2,160.00
Project Assistant	wiaiiayei I	PA	75.00	hr	4.0	300.00	4.0	0.00	_	0.00	300.00
Soil & Material Tester		SRT1	103.00	hr	4.0	0.00		0.00		0.00	0.00
Soil & Material Tester N	Night SHET	SRT1N	113.00	hr		0.00	30.0	3,390.00		0.00	3,390.00
Soil & Material Tester N		SRTNP	113.00	hr		0.00	24.0	2,712.00		0.00	2,712.00
Soil & Material Tester 1		SRTTF	85.00	hr		0.00	8.0	680.00		0.00	680.00
Engineering Tech 2	inavei	Tech2	85.00	hr	2.0	170.00	0.0	0.00		0.00	170.00
Linging recir 2	PERSONEL SUBTOTALS	TEGIZ	05.00	111	16.0	1,860.0	67.0	7.477.0		850.0	10,187.0
DEIMBURGARI FO	PERSONEL SUBTOTALS		L DATE (A)	LINUT		,		, ,			,
REIMBURSABLES		MrkUP	RATE (\$)	UNIT	NO.	COST (\$)	NO.	COST (\$)	NO.	COST (\$)	COST (\$)
Mileage		1.00	0.65	mile		0.00	150	97.50		0.00	97.50
Report Preparation & P	Postage	1.20	15.00	each		0.00		0.00		0.00	0.00
Coring equipment		1.00	150.00	day		0.00		0.00		0.00	0.00
Permits		1.00	0.00	ls		0.00		0.00		0.00	0.00
Lab Sample Shipping	T	1.20	50.00	each		0.00	1	60.00		0.00	60.00
Lab Test ID	Lab Test Description	$\geq \leq$	$\geq \leq$	$\times$	$\times$		$\succeq$	$\geq \leq$	$\sim$	$\geq \leq$	$\geq \leq$
CTM 202	Particle Size Gradation	1.00	120.00	test		0.00	5	600.00		0.00	600.00
CTM 217	Aggregate Sand Equivalent	1.00	100.00	test		0.00	5	500.00		0.00	500.00
CTM 205	Percent Crushed Particles	1.00	80.00	test		0.00	1	80.00		0.00	80.00
CTM 211	Aggregate Abrasion Durability	1.20	165.00	test		0.00	1	198.00		0.00	198.00
CTM 229	Durability Index	1.00	140.00	test		0.00	1	140.00		0.00	140.00
CTM 235	Percent Flat and Elongated Particles	1.00	80.00	test		0.00	1	80.00		0.00	80.00
CTM 370	Moisture Content by Microwave Oven	1.00	27.00	test		0.00	1	27.00		0.00	27.00
CTM 309	Asphalt Concrete Rice Specific Gravity	1.00	150.00	test		0.00	5	750.00		0.00	750.00
LP 2	Voids in Mineral Aggregate	1.00	50.00	test		0.00	1	50.00		0.00	50.00
LP 3	Voids Filled with Asphalt	1.00	50.00	test		0.00	1	50.00		0.00	50.00
LP 4	Dust Proportion	1.00	50.00	test		0.00	1	50.00		0.00	50.00
	Asphalt Content by Ignition Method	1.00	145.00	test		0.00	5	725.00		0.00	725.00
CTM 382		1.00	35.00	test		0.00	15	525.00		0.00	525.00
CTM 308	Core Density		050.00								
CTM 308 CTM 304/308/366/367	Stabilometer/Unit Weight/Bituminous Content	1.20	350.00	test		0.00	5	2,100.00		0.00	
CTM 308 CTM 304/308/366/367 AASHTO M320	Stabilometer/Unit Weight/Bituminous Content PG Grade Compliance	1.20 1.20	350.00 650.00	test test		0.00	1	780.00		0.00	780.00
CTM 308 CTM 304/308/366/367	Stabilometer/Unit Weight/Bituminous Content	1.20 1.20					1				



#### 2014 FEE SCHEDULE

Personnei	Hourly Rate
Project Assistant	
AutoCAD Operator	
Technical Editor	
Assistant Engineer/Geologist	\$105
Staff Scientist/Toxicologist	\$120
Staff Engineer/Geologist	\$120
Project Engineer/Geologist	\$135
Senior Engineer/Geologist	\$150
Associate Engineer/Geologist	\$155
Principal	\$215
Expert Testimony and Deposition (four-hour minimum)	\$300
Engineering Technician I	\$80
Engineering Technician II	\$85
Engineering Technician III	
Certified Welding Inspector (CWI/AWS)	\$100
Non-Destructive Testing (NDT) Technician	\$100
ASNT Level III	\$160
Supervisory Technician	\$110
Construction Services Manager I	\$135
Construction Services Manager II	\$160
Prevailing Wage Services	Hourly Rate
Field Soils and Materials Tester, Soils/Asphalt	\$103
ACI Concrete Tester	
ICC Fireproofing	\$103
Proofload/Torque Testing	\$103
Certified Welding Inspector (CWI/AWS)	\$108
ICC Certified Structural Inspector	\$108
DSA Masonry/Shotcrete and Lead Inspector	
Field Equipment	Unit Rate
All-Terrain Vehicle	
Cone Penetrometer	
Core Drill Machine	
DAQ III/Seismic Refraction Survey	
Excavator with Operator	
Pachometer	
pH/Conductivity Meter	
Photoionization Detector (PID)	\$100/Day
Tension Ram	\$25/Dav
Thin Lift Asphalt Concrete Nuclear Density Gauge	
Turbidity Meter	
Water Quality Meter (pH, conductivity, temperature, DO)	\$100/Dav
1.5-Inch Pump and Controllers	\$125/Dav
4-Inch Pump with Trailer	

#### Notes

- Mileage and hourly rates will be charged portal to portal. Mileage will be billed at \$0.65 per mile.
- Outside services will be billed at our cost plus 20 percent.
- Overtime rates for Saturday, Sunday, holiday or over 8 hours/day: hourly rate plus \$30/Hour.
- Prevailing wage overtime rates for Saturday or over 8 hours/day: hourly rate plus \$30/Hour.
- Prevailing wage double time rates for Sunday, holiday or over 12 hours/day: hourly rate plus \$60/Hour.
- Prevailing wage second shift rates: hourly rate plus \$10/Hour.
- A minimum 2 hour fee will be charged for any site visit.
- Per Diem will be billed at cost unless other arrangements are made.

#### **EXHIBIT "C" – Insurance Requirements**

The Contractor, in advance of performing any work on the project under the contract between the Town and the Contractor, shall, at no expense to the Town:

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

Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability coverage (occurrence form CG0001), including products and completed operations.
- 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Contractor shall maintain limits no less than:

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- 3) Employer's Liability: \$1,000,000 or more 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 work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such 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 project, 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.

Course of construction policies shall contain the following provision:

1) The Town shall be named as loss payee.

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 of the requirements stated herein.

All liability insurance policies shall be maintained for the duration of project construction and for 3 years after completion of the project.

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 effect 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.

## EXHIBIT "D"

## Required Certifications of Local Agency and Consultant- to be completed at AWARD

**Certification of Consultant, Commissions & Fees (LAPM 10-F)** 

<u>And</u>

Certification of Local Agency (LAPM 10-G)

## EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the	, and duly authorized
representative of the firm of	, whose address is
	, and that, except as hereby
expressly stated, neither I nor the above firm that I repres	sent have:
	rentage, brokerage, contingent fee, or other consideration, yee working solely for me or the above consultant) to
(b) agreed, as an express or implied condition for of any firm or person in connection with carrying	or obtaining this contract, to employ or retain the services g out the agreement; nor
	ion or person (other than a bona fide employee working ontribution, donation, or consideration of any kind, for or s agreement.
I acknowledge that this Certificate is to be made available (Caltrans) in connection with this agreement involving period to applicable state and federal laws, both criminal and circular contents are considered to applicable state and federal laws.	articipation of Federal-aid Highway funds, and is subject
(Date)	(Signature)

**Distribution:** 1) Local Agency Project File (Original & Contract) 2) DLAE (with contract copy)

OB 12-03 June 20, 201

#### EXHIBIT 10-G CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the	Town Engineer	of the
Town of Paradise	, and that the	consulting firm of
Holdrege & Kull	,or its representative has not been	required (except
as herein expressly stated), directly or indirectly	, as an express or implied condition in	n connection
with obtaining or carrying out this Agreement to	o:	
(a) employ, retain, agree to employ or r	retain, any firm or person, or	
(b) pay or agree to pay, to any firm, per	rson or organization, any fee, contribut	tion, donation, or
consideration of any kind.		
		3.
I acknowledge that this Certificate is to be made	available to the California Departmen	nt of Transportation
(Caltrans) in connection with this Agreement in	volving participation of federal-aid hig	ghway funds, and is
subject to applicable state and federal laws, both	criminal and civil.	
(Date)	ahu	
(Date)	(Sign	ature)

Distribution: 1) Local Agency Project File (original & Contract) 2) DLAE (with contract copy)

# **EXHIBIT "E"**

# **Required Contract Provisions for Federal-Aid Construction Contracts:**

(Form 1273)

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:
  - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under  $\S5.5$  (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under  $\S5.5$  (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress. expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

# VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

T h i s p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

# X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. "First Tier Covered
  Transactions" refers to any covered transaction between a
  grantee or subgrantee of Federal funds and a participant (such
  as the prime or general contract). "Lower Tier Covered
  Transactions" refers to any covered transaction under a First
  Tier Covered Transaction (such as subcontracts). "First Tier
  Participant" refers to the participant who has entered into a
  covered transaction with a grantee or subgrantee of Federal
  funds (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

# 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. You may contact the person to
  which this proposal is submitted for assistance in obtaining a
  copy of those regulations. "First Tier Covered Transactions"
  refers to any covered transaction between a grantee or
  subgrantee of Federal funds and a participant (such as the
  prime or general contract). "Lower Tier Covered Transactions"
  refers to any covered transaction under a First Tier Covered
  Transaction (such as subcontracts). "First Tier Participant"
  refers to the participant who has entered into a covered
  transaction with a grantee or subgrantee of Federal funds
  (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* :

# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

#### AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on <u>June 27, 2014</u> by and between the Town of Paradise, a municipal corporation ("Town") and <u>Traffic Works, LLC</u> (Consultant").

## **RECITALS**

- A. Consultant is specially trained, experienced and competent to perform the special engineering and software services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. Town desires to retain Consultant to render professional engineering services as set forth in this Agreement.

#### **AGREEMENT**

#### 1 SCOPE OF SERVICES.

The Consultant shall furnish the following services in a professional manner under this Agreement:

Consultant shall perform provide professional traffic engineering consulting services under this Agreement as directed by the Town Engineer. Consultant's services and any of its Town-approved sub-consultants shall perform all services in accordance with Exhibit "A" that is attached hereto and incorporated herein by reference. Consultant shall provide the services at the place and in the manner specified in Exhibit "A", subject to the direction of the Town through its staff that it may provide from time to time.

## 1.1 Town Obligations

All data applicable to the project and in possession of the Town are to be made available to the Consultant.

#### 2 TIME OF PERFORMANCE.

The services of Consultant shall commence on <u>July 7</u>, and shall terminate upon full project completion.

## 3 COMPENSATION.

Consultant's compensation for all services under this Agreement shall not exceed \$9,960 and shall be in accordance with the charges set forth in Exhibit "B". In no event shall Consultant's compensation exceed Costs and Fees set forth in Exhibit "B" without the prior approval of the Town Council. .

#### 4 METHOD OF PAYMENT.

Consultant shall submit monthly billings, or progress invoices to Town describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures and segregated by test methods or by specific tasks. Town shall pay Consultant progress payments no later than 30 days after approval of the monthly invoice by Town staff. Approval of the monthly invoice requires the submittal of certified payrolls when prevailing wages rates are in effect for work done during applicable month. Certified payrolls are to be submitted on a weekly basis and within ten days after the week in question.

# 4.1 Retention Of Payment

When payments made by Town equal 95% of the maximum fee provided for in this

Agreement, no further payments shall be made until the final work under this Agreement, or for each individual project relating to the Consultant's services has been accepted by the Town.

## 4.2 Cost Principles

- 4.2.a The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.
- 4.2.b The Consultant also agrees to comply with Federal procedures in accordance with49 CFR, part 18, Uniform Administrative Requirements for Grants andCooperative Agreements to State and Local Governments.
- 4.2.c Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., OR 49 CFR, Part 18, Uniform Administrative requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to State.
- 4.2.d Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this Section.

#### 4.3 Contingent Fee

The Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or

violation of this warranty, the State has the right to annul this Agreement without liability, pay on the value of the work actually performed, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 4.4 Retention Of Records/Audit

- 4.4.a For the purpose of determining compliance with Public Contract Code Section 10115, et seq. And Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Consultant, subconsultants, and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant that are pertinent to the Agreement from audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- 4.4.b Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this Section.

#### 5 EXTRA WORK.

At any time during the term of this Agreement, Town may request that Consultant

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

#### 6 TERMINATION.

This Agreement may be terminated by the Town immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

#### 7 OWNERSHIP OF DOCUMENTS.

All reports, plans, studies, documents, and other writings prepared by and for Consultant, in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Town upon payment to Consultant for such work, and the Town shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to Town within three (3) days after written request. Consultant shall not be responsible for liabilities, losses, or claims resulting from unauthorized modifications, or reuse other than original intended purpose.

#### 8 LICENSING OF INTELLECTUAL PROPERTY.

This Agreement creates a nonexclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of

expression, including, but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by Town. Town shall not be limited in any way in its use of the Documents and Data at any time.

#### 8.1 Confidentiality.

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name, seal, or photographs relating to project for which Consultant's services are rendered, or participate in any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

#### 8.2 Consultant's Books and Records.

- 8.2.a Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to Town for a minimum period of two (2) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- 8.2.b Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of **three** (3) **years**, or for any longer period required by law, from the date of termination or completion of this Agreement.
- 8.2.c Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- 8.2.d Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Town may, by written request by any of the above named officers, require that custody of the records be given to the Town and that the records and documents be maintained by Town Hall.

## 9 INDEPENDENT CONTRACTOR.

It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Town. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

#### 10 Interest of Consultant.

Consultant (including principals, associates, and professional employees and subcontractors) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because

#### Consultant:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the Town or any Town official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any Town decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

## 11 PROFESSIONAL ABILITY OF CONSULTANT.

Town has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall have <u>Loren Chilson</u> manage and approve the work of all persons performing professional services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

# 12 COMPLIANCE WITH LAWS.

Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

## 13 LICENSES.

Consultant represents and warrants to Town that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to Town that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, certifications, insurance and approvals which are required by the Town for its business.

#### 14 INDEMNITY.

Consultant agrees to defend, indemnify and hold harmless the Town, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its negligent performance, misconduct or omissions relating to the services under this Agreement or its failure to

comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the Town, its officers, agents, employees or volunteers.

#### 15 **Insurance Requirements.**

Consultant, at Town's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.

## 16 NOTICES.

Any notice required to be given under this Agreement shall be in writing and will either be served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Marc Mattox

Town Engineer Town of Paradise 5555 Skyway

Paradise, CA 95969

If to Consultant: Loren Chilson, Principal

Traffic Works, LLC

2240 St. George Lane, Suite 1

Chico, CA 95926

#### 17 Entire Agreement.

This Agreement constitutes the complete and exclusive statement of Agreement between the Town and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

## 18 AMENDMENTS.

This Agreement may be modified or amended only by a written document executed by both Consultant and Town and approved as to form by the Town Attorney.

#### 19 ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to Town for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the Town. No subcontractors (other than those listed on Exhibit "A") shall work under this Agreement without the prior written authorization of the Town. If Town consents to such subcontract, Consultant shall be fully responsible to Town for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Town and a subcontractor of the Consultant nor shall it create any obligation on the part of the Town to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. Subcontracts shall physically contain the provisions contained in Federal Form 1273.

# 20 WAIVER.

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

# 21 **SEVERABILITY.**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

#### 22 CONTROLLING LAW VENUE.

This Agreement and all matters relating to it shall be governed by the laws of the State of

California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

#### 23 LITIGATION EXPENSES AND ATTORNEY'S FEES.

If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

#### 24 MEDIATION.

The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified

#### 25 MEDIATORS.

The Town and Consultant shall meet to select a mediator by each striking the names of two different proposed mediators and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

# 26 EXECUTION.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

#### 27 AUTHORITY TO ENTER AGREEMENT.

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

## 28 PROHIBITED INTERESTS.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

# 29 EQUAL OPPORTUNITY EMPLOYMENT.

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. IN WITNESS WHEREOF the parties have cause this Agreement to be executed on the date first written above.

## 30 CERTIFICATIONS OF LOCAL AGENCY AND CONSULTANT

In addition, this Agreement is subject to both the Town and Consultant Certification Statements set forth in Exhibit D.

# 31 FEDERAL AID PROVISIONS AND PARTICIPATION

In addition, this Agreement is subject to the Federal Contract Provisions set forth in Exhibit E.

## 31.1 Federal Minimum Wage Rates

In addition, this Agreement is subject to the aforementioned Federal Contract Provisions and subsequently Federal Minimum Wage Rates discussed in Exhibit E. These Federal Wage Rates can be found at the following website: <a href="http://www.gpo.gov/davisbacon/">http://www.gpo.gov/davisbacon/</a>. Consultant shall pay the greater of either the State minimum wage rate or Federal minimum wage rates that are current at the time of work performed. The minimum wage rates as determined by the State of California can be found at the following website: <a href="http://www.dir.ca.gov/DLSR/PWD/index.htm">http://www.dir.ca.gov/DLSR/PWD/index.htm</a>.

#### 32 REPORTING, CERTIFICATION AND COMMITMENT FORMS AND PROVISIONS

In addition, this Agreement is subject to compliance with provisions, instructions, and timely submission of the forms and documents set forth in Exhibit G.

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TOWN OF PARADISE	"CONSULTANT"			
By:	By:			
Lauren Gill, Town Manager	Title:			
By:				
Scott Lotter, Town Mayor				
APPROVED AS TO FORM:	ATTEST:			
D.	n.			
By:	By:			
By: Dwight L. Moore, Town Attorney	By: Joanna Gutierrez, Town Clerk			
Dwight L. Moore, Town Attorney				
Dwight L. Moore, Town Attorney				
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# EXHIBIT "A"

# **Scope of Services**



May 30, 2014

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

#### Proposal for Professional Traffic Engineering Services - DPSP Construction Support

Dear Mr. Mattox,

Thank you for the opportunity to submit this proposal to assist the Town of Paradise in implementing the Downtown Paradise Safety Project. We look forward to making this project a reality and working out the few remaining specifics, like final signal timings and coordination, that will provide the results the Town Council and community are expecting. Consistent with the prior phase of work, we understand this effort will be an interactive and fluid process where our role is augmenting City forces with whatever assistance you may need. We are happy to work in this arrangement with the only real constraint being the number of staff hours quoted in the not-to-exceed budget.

#### FIRM NAME & LOCATION

Traffic Works, LLC 2240 St. George Lane, Suite 1 Chico, CA 95926

Travel time/expenses will generally be based on providing service from our Chico office.

#### FIRM QUALIFICATIONS

Federal Aid Project History

Skyway HSIP Project, Town of Paradise, California

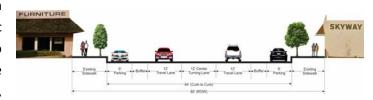
Funding Source: Federal Highway Safety Improvement Program (HSIP) Grant

Reference: Marc Mattox, Town of Paradise, CA, (530) 872-6291 x125

Traffic Works was selected to be the prime consultant to assist the Town in designing and implementing a variety of safety improvements. The project entailed evaluating a road diet on Skyway through downtown Paradise, California. Traffic Works collected data and documented existing conditions,



forecasted future traffic volumes through the corridor, and modeled various traffic management scenarios using Synchro micro-simulation software. Based on the results of the micro-simulation model,



Traffic Works developed mitigations to maintain acceptable traffic operations while implementing the road diet. Traffic Works provided the final design traffic signal PS&E package, coordination signal timing plans, and supported the Town with public outreach and overall project peer review.

Project Dates: September 2013 to May 2014

Staff Assigned: Loren Chilson, Uday Maripalli, Robert Acevedo, and Cole Peiffer

**Approximate Fee:** \$93,800

Budget & Schedule Adherence: On-time and within budget

Construction Cost: \$1.4 Million

#### Sutro Complete Street Project, Reno, Nevada

Funding Source: Federal Transportation Community & System Preservation (TCSP) Grant

Reference: Judy Tortelli, ESE, (775) 828-7220 or Howard Riedl, RTC, (775) 348-0171

Traffic Works recently completed traffic planning & analysis services, PS&E for signal modifications at five (5) locations, PS&E for the installation of rapid rectangular flashing beacon (RRFB) crossings at two (2) locations, and construction support for the implementation of a Federally funded complete street (road diet) project. The constructed project won an **ASCE Project of the Year** award.



**Project Dates:** March 2012 to September 2013 **Staff Assigned:** Loren Chilson and Robert Acevedo

Approximate Fee: \$66,000

Budget & Schedule Adherence: Completed on-time and within budget

Construction Cost: \$1.2 Million

#### Other Relevant Experience

The Traffic Works staff listed in this proposal have provided construction support services on 16 traffic signal construction/modification projects since 2010, including work on over 40 individual signalized intersections and 5 Rapid Rectangular Flashing Beacon (RRFB) system installations.



#### **Staff Qualifications**

#### Loren Chilson, PE - Principal



**Education:** Bachelor of Science, Civil Engineering, Walla Walla College, 1997 **Professional Registrations:** Licensed Civil Engineer, State of Nevada (15619); Licensed Civil Engineer, State of California (C61425); ATSSA Traffic Control Supervisor

**Professional Affiliations:** Institute of Transportation Engineers (ITE), American Public Works Association (APWA), ITS America / Nevada

Years with the firm: 4

Loren Chilson is the founder and principal engineer of Traffic Works, a traffic engineering and transportation planning specialty firm. Mr. Chilson has 17 years experience offering a great breadth and depth of traffic engineering and transportation planning services including

parking studies, downtown revitalization plans, corridor studies, intersection alternatives studies, traffic operations analysis and simulation, concept planning, traffic engineering design, construction support, and peer review. Mr. Chilson is a creative problem solver by nature, has a hard working and positive attitude, and is a trusted advisor to agency staff throughout Nevada and California.

#### <u>Uday Maripalli, El – Senior Project Manager</u>



**Education:** Masters of Science, Civil Engineering, North Carolina State University, 2007

Professional Registrations: Engineer Intern, State of North Carolina (A-22662)

**Professional Affiliations:** Institute of Transportation Engineers (ITE)

Years with the firm: 0.5

Uday Maripalli is a highly motivated transportation planner and traffic engineer specializing in traffic operations, micro-simulation, traffic forecasting, long range planning, transit planning, and design projects. He has over seven years of professional experience working on diverse projects ranging from large scale environmental impact statements to local traffic impact analyses. Experience include traffic analysis, multi-

modal transportation studies, microscopic modeling, traffic impact studies, corridor studies, preparation of scopes and budgets, supporting on-call contracts, and noise modeling.

#### Standard Agreement Language

Traffic Works has NO objections to the Town of Paradise standard consultant agreement.

#### **Professional Licensure**

Loren Chilson, PE will serve as the engineer in responsible charge of Traffic Works efforts and is licensed as a professional Civil Engineer in the State of California (C61425).



#### **COST ESTIMATE**

Traffic Works will perform the requested professional traffic engineering services and construction support for a not-to-exceed price of \$9,960 on a time-and-materials basis. A breakdown of anticipated staff hours, standard billing rates, and related terms is attached.

Traffic Works staff, being professional engineers, are to our knowledge, not subject to prevailing wage rates. We do not charge over-time or have any surcharges to the standard rates shown in the cost proposal. All other direct costs (ODCs) for this project have been included within the hourly billing rates.

Traffic Works will provide certified payroll records (CPRs) if deemed necessary.

#### **SCHEDULE**

Traffic Works will work within the construction project schedule recognizing time is of the essence. We will be immediately available by telephone at all times the contractor is working and readily available for field visits as necessary. To the extent possible, 72 hours notice is requested for non-emergency site visits and those that can be planned in advance.

We sincerely appreciate the opportunity to assist the Town of Paradise in this effort and look forward to continuing work with you on this important project. Please do not hesitate to contact me at 530.897.0199 with any questions or requests for additional information.

Sincerely,

TRAFFIC WORKS, LLC

Loren E. Chilson, PE

Principal

Attachments: Cost Proposal

# EXHIBIT "B"

Compensation

TRAFFIC

#### **COST PROPOSAL**

## **Professional Traffic Engineering Services - DPSP Construction Support**

]	TRAFFIC WORKS					W-RK	
	CHILSON	MARIPALLI	ACEVEDO	PEIFFER	STACEY		
Date: 05/30/2014	Principal	Senior	Engineer	Technician	Admin		
		Engineer			Support	ODCs	
Billing Rate/ Hour	170	140	130	110	80	\$	
<u>Tasks</u>			Hours				Task Total
Task 1 - General Coordination & Support	16				2		\$2,880
Task 2 - Preconstruction Meeting	4						\$680
Task 3 - Submittals, RFIs, & Contractor Questions	8						\$1,360
Task 4 - Field Observations (3 visits)	16						\$2,720
·							
Task 5 - Signal Timing Support (includes 2 visits)	8	2					\$1,640
, , , , , , , , , , , , , , , , , , ,							
Task 6 - Record Drawings	4						\$680
Ü							
Hours	56	2	0	0	2		
Budget (Base Fee)	\$9,520	\$280	\$0	\$0	\$160	\$0	\$9,960

Contract Budget not-to-exceed \$9,960.00

Task amounts shown above are general estimates only and will be adjusted as necessary during the project. Two hours will be charged for travel time for each site visit. Travel time is included in the estimated hours above. All travel costs are included within the hourly billing rates and will not be charged separately.

# **EXHIBIT "C" – Insurance Requirements**

The Contractor, in advance of performing any work on the project under the contract between the Town and the Contractor, shall, at no expense to the Town:

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

Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability coverage (occurrence form CG0001), including products and completed operations.
- 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Contractor shall maintain limits no less than:

- 1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- 3) Employer's Liability: \$1,000,000 or more 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 work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such 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 project, 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.

Course of construction policies shall contain the following provision:

1) The Town shall be named as loss payee.

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 of the requirements stated herein.

All liability insurance policies shall be maintained for the duration of project construction and for 3 years after completion of the project.

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 effect 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.

#### EXHIBIT "D"

#### Required Certifications of Local Agency and Consultant- to be completed at AWARD

**Certification of Consultant, Commissions & Fees (LAPM 10-F)** 

<u>And</u>

Certification of Local Agency (LAPM 10-G)

#### EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the	, and duly authorized
representative of the firm of	, whose address is
	, and that, except as hereby
expressly stated, neither I nor the above firm that I repr	esent have:
	oyee working solely for me or the above consultant) to
(b) agreed, as an express or implied condition of any firm or person in connection with carrying	for obtaining this contract, to employ or retain the services ng out the agreement; nor
	ation or person (other than a bona fide employee working contribution, donation, or consideration of any kind, for or his agreement.
I acknowledge that this Certificate is to be made availal (Caltrans) in connection with this agreement involving to applicable state and federal laws, both criminal and c	participation of Federal-aid Highway funds, and is subject
(Date)	(Signature)

**Distribution:** 1) Local Agency Project File (Original & Contract) 2) DLAE (with contract copy)

OB 12-03 June 20, 201

#### EXHIBIT 10-G CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the	Town Engineer	of the			
Town of Paradise	, and that the	consulting firm of			
Traffic Works	,or its representative has not been	required (except			
as herein expressly stated), directly or indirectly, as an express or implied condition in connection					
with obtaining or carrying out this Agreement to	:				
(a) employ, retain, agree to employ or retain, any firm or person, or					
(b) pay or agree to pay, to any firm, pers	son or organization, any fee, contribu	tion, donation, or			
consideration of any kind.	200				
acknowledge that this Certificate is to be made available to the California Department of Transportation					
Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is					
subject to applicable state and federal laws, both criminal and civil.					
and read and	oriminar and orvin.				
6/16/14	Cha	-00			
(Date)	(Sign	ature)			

Distribution: 1) Local Agency Project File (original & Contract) 2) DLAE (with contract copy)

#### **EXHIBIT "E"**

#### **Required Contract Provisions for Federal-Aid Construction Contracts:**

(Form 1273)

#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under  $\S5.5$  (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under  $\S5.5$  (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress. expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

T h i s p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. "First Tier Covered
  Transactions" refers to any covered transaction between a
  grantee or subgrantee of Federal funds and a participant (such
  as the prime or general contract). "Lower Tier Covered
  Transactions" refers to any covered transaction under a First
  Tier Covered Transaction (such as subcontracts). "First Tier
  Participant" refers to the participant who has entered into a
  covered transaction with a grantee or subgrantee of Federal
  funds (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. You may contact the person to
  which this proposal is submitted for assistance in obtaining a
  copy of those regulations. "First Tier Covered Transactions"
  refers to any covered transaction between a grantee or
  subgrantee of Federal funds and a participant (such as the
  prime or general contract). "Lower Tier Covered Transactions"
  refers to any covered transaction under a First Tier Covered
  Transaction (such as subcontracts). "First Tier Participant"
  refers to the participant who has entered into a covered
  transaction with a grantee or subgrantee of Federal funds
  (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \*

#### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931 TELEPHONE (530) 872-6291 FAX (530) 877-5059 www.townofparadise.com

# TOWN COUNCIL & SUCCESSOR AGENCY TO THE PARADISE REDEVELOPMENT AGENCY FISCAL YEAR PRELIMINARY BUDGETS June 25, 2014

#### 1. OPENING

- a. 2014/2014 Budget Message
- <u>b.</u> (1) Position Control Summary (FTE)
  - (2) Salary Pay Plan & Resolution
- c. All Funds Summary
- d. General Fund

#### 2. FY 2014/2015 BUDGET OVERVIEW

2a. Town Council

- 2b. Town Clerk
- 2c. Town Manager
- <u>2d.</u> Emergency Operations Center (EOC)
- <u>2e.</u> Human Resources/Risk Management
- 2f. Business and Housing Services (BHS)
- 2g. Finance
- 2h. Legal Services
- <u>2i.</u> Police Department
  - (1) Administration
  - (2) Police Operations
  - (3) Police Communications
  - (4) Animal Control
- 2j. Fleet Management
- <u>2k.</u> Fire Department
  - (1) Fire Administration
  - (2) Fire Suppression
  - (3) Fire Volunteers
- 21. Community Development Services
  - (1) Planning

- (2) Waste Management
- (3) Building Safety & Waste Water Services
- (4) Abandoned Vehicle Abatement (AVA)
- 2m. Public Works
  - (1) Engineering
  - (2) Paradise Community Park
  - (3) Public Facilities
  - (4) Gas Tax/Streets Maintenance
  - (5) Transit Operations
- 2n. Central Services
- 20. Capital Improvement Projects (CIP)
  - (1) CIP Resolution TBA
  - (2) CIP Plan
  - (3) CIP Fund
- 2p. Successor Agency (SA) to the Paradise Redevelopment Agency

#### 3. COUNCIL CONSIDERATION

- 3a. Resolutions
  - (1) Resolution Approving Final FY 2014/2015 Budget
  - (2) Resolution Approving Appropriations Limit

- (3) Resolution Approving General Fund Reserves
- (4) Resolution Approving Salary Pay Plan
- (5) Resolution Approving Capital Improvement Plan
- (6) Successor Agency Resolution Approving FY 2014/2015 Budget

#### 4. ADJOURNMENT

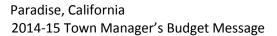
# TOWN OF PARADISE CALIFORNIA



# FINAL BUDGET FISCAL YEAR 2014/2015 OPERATING AND CAPITAL BUDGET

### FY 2014/2015

Town Manager's Budget Message





#### Honorable Mayor and Town Council:

It is an honor and a privilege to submit the 2014-15 budget to the Town Council for consideration and approval. Council's directive was to submit a balanced budget with the foremost goal to live within our means, while providing a high level of professional services to our citizens. Also, it is of utmost importance to the Council that the budget process be clear, concise and transparent. A municipal budget can be daunting, but our Finance Director, Gina Will, does an outstanding job of presenting complex financial material in a format that is easy to grasp. During this past budget year monthly reports were given to Council at regular, open and live streamed council meetings, further defining our commitment to transparency. In the vein of true transparency, I also submit this budget to the citizens of Paradise, our partners in the community.

You may recall that the theme of last year's budget was "leading through tough times," and the Council was called upon to make tough, but prudent, decisions that actually helped the organization begin the process of economic recovery. Those decisions included asking employees for a 5% across-the-board salary decrease, reconstructing the Master Fee Schedule to ensure fair but realistic cost recovery, correcting inefficiencies in policies and programs to keep services high despite reduced staffing levels, and cutting critical items from the budget.

#### The bottom line

The bottom line is that the 2014-15 budget picture looks very similar to last year. However, the theme for this year's budget involves a critical juncture that we face as a community, calling for citizens to participate in the economic future of Paradise. Therefore, our new theme describes our heritage and our community spirit---"small but mighty." It is important to note that although the budget is balanced, the council and our citizens should be aware that we carry a \$450,000 structural deficit in critical, deferred items.

#### What is a budget deficit?

A deficit, is simply a budget shortfall. A structural deficit means that although the bottom line appears balanced, there are deferred items that are purposefully left out or deferred in order for the budget to balance. Is that a bad thing? The short answer is no. Most businesses, organizations, and families defer items for a multitude of reasons. However, a municipality provides critical emergency services to its residents as we are in the business of preserving and protecting lives and property, therefore we cannot defer critical items for an extended length of time without jeopardizing the ability provide services. Our current budget situation is still not healthy enough to support the expenses of a municipality of this size, but we also cannot afford to delay critical equipment purchases or fill vital public safety positions. The other area where

the Town is vulnerable lies in our most expensive, yet critical of assets—our streets. Deferred maintenance of street surfaces has the potential to erode this precious asset to irreparable levels. As we have witnessed by the recent work on a half-mile stretch of Pearson Road, complete road reconstruction is much more expensive than a sound pavement maintenance plan.

How did the Town get into such a financial bind?

To understand how and why we are in a financial bind requires going back several years and involves many factors beyond our control, e.g. the global economic crisis, the housing market crash, State money grabs, and insufficient sales tax revenues, which is inherent in a highly-populated bedroom community of our size. Paradise has one major revenue stream as compared to most other cities that have a very diverse source of revenues which is property tax. The housing crisis, that caused plunging property values and decimated the housing industry, hurt our local revenues more than most other communities. We did, however, react more quickly than most jurisdictions. Our previous management/council team made severe and swift cuts and adjustments that allowed us to survive. Our job now is to keep a steady eye on expenses and fearlessly continue to seek sufficient revenues to sustain our critical mission.

As the Town Manager, I would ask all citizens to join us in our efforts to build a firm financial foundation for the Town that will ultimately improve the quality of life for everyone in our community.

What does the Town Budget Provide for its Residents?

A budget is a year-long work plan, committing people and resources to fulfill a mission. For a municipality, the mission is a dynamic and challenging effort at best. It is important for a government agency that provides critical public safety and emergency medical services to adopt a budget that includes a prudent contingency fund to cover preparation, training and readiness for unforeseen emergencies. We were very lucky this past year to not experience heavy snowstorms or large wildland fires that would have exceeded our revenue capacity. Other than providing emergency services, the citizens of Paradise, receive the daily benefit of a small but dedicated and skilled group of employees that serve our community in the following areas:

- police protection, education and enforcement;
- fire protection, prevention, and medical assistance;
- > building development and planning services required to bring about development projects that provide goods and services to the community;
- > storm water, wastewater and septic onsite services;
- > engineering services dedicated to leveraging local funds and bringing new money into the community to build and maintain our streets for the public's safety and welfare;
- > a high level of public works/street maintenance services;
- > animal control services for the safety and protection of domestic animals, rabies control, and animal shelter;
- > coordination with Butte County Association of Governments to provide transit services within the Town and throughout the region.

- > administration of a housing rehabilitation program that provides assistance to first-time home buyers through the Community Development Block Grant Program, while supporting local non-profit agencies,
- > information, communication and direct citizen involvement to the democratic process.

In addition to the daily workload listed above, the staff is dedicated to working with the Council, other agencies, businesses and residents to continue to address the structural deficit; help the community recover from the effects of the recession; continue to look for and work with business/industry to promote economic development; seek ways to improve the aesthetics of our Town for the betterment of our community; and, most importantly, address the lack of wastewater infrastructure specifically in the downtown and commercial areas.

What is the Town's Fiscal Outlook for the 2014-15

The Town of Paradise is at a critical crossroads in its history. We must ask ourselves do we want to go forward, or do we want to continue to backslide into a dangerously underfunded budget situation? All citizens will be asked to evaluate their priorities for their community. This November, the citizens of Paradise will be given a chance to become true partners and invest in their community. The Town Council is providing the residents an opportunity to make a small but critical decision about the level of services they are willing to support. The voters will be asked whether or not to pass a temporary 1/2 % sales tax increase, which automatically expires in 6 years. A citizen's advisory committee will be established to oversee and monitor the use of the funds. The funds cannot be taken by the State or anyone else. All revenues generated by a sales tax increase remain in our Town for general services with priority for our public safety services, streets, roads, animal control and other critical services that provide for a better quality of life. It is important for citizens to be informed and to know what their decision means to their community.

The following is a summary of the revenues and expenditures by function. The information is presented in clear, concise language to give citizens an opportunity to understand our community financial outlook.

#### Fund 1010 - General Fund

The preliminary 2014/15 general fund budget is balanced, but as stated above, many critically purchases have been sacrificed to achieve this. A lease purchase option will be utilized to finance purchases of computers, a computer software upgrade and a couple other essential purchases that cannot be postponed any longer. The fund will start and end the fiscal year with an ending fund balance/reserve of about 17.7%. Overall revenues are budgeted to increase about 3% and expenditures about 5%.

#### Revenues

#### 1. Property Taxes and Motor Vehicle in Lieu

After discussions with the County Assessor, a conservative 2.33% growth factor was applied to property tax and motor vehicle in lieu estimates for 2014/15. The Assessor received a historically low 0.454% CPI growth factor to apply to 72% of properties (Prop 13 properties).

Many of the remaining 28% of properties have experienced robust growth, some as high as 10 - 15% which thankfully allows the Town to estimate a more reasonable average growth factor.

#### 2. Sales Tax

As 2013/14 sales taxes are exceeding pre-recession limits, a more conservative 1.6% growth factor has been applied to 2014/15 sales tax estimates. While the Town is aware of a few business developments, the timing and eventual start of retail sales is too uncertain to further increase estimates.

#### 3. Franchise Fees and Transient Occupancy Taxes (TOT)

Franchise fees have been budgeted with a 2% growth. The same 2% growth expected for the current 2013/14 fiscal year. TOT declined about 7% in 2013/14. The decrease is partly because one hotel in Town continues to struggle to make timely quarterly payments. A 2% TOT decrease is estimated for the 2014/15 budget.

#### 4. Department Service Fees

Department service fees which makes up about 3% of the budget consists of fees for special services provided by departments as well as administrative citation receipts. These revenues are estimated to increase about 5% for 2014/15.

#### 5. Transfers In

A \$25,000 increase in the Pension Obligation Bond as well as an average 5% increase to central service allocated expenses (fleet, HR, IT, payroll and insurance) translates to increased transfers back into the General Fund of about 5% for 2014/15.

#### **Expenditures**

#### **Administration**

Town administration consisting of Town Council, Town Clerk, Town Manager, Human Resources, Finance, Legal, Information Technology and Fleet Management has been decreased to its bare minimum. Even with the added expenses of the 2014 election, it will use about 18.3% of the general fund resources when the historic average is about 18.4%. This budget includes a huge cut in expenses for administration.

#### Fire

The CAL FIRE personnel contract continues to provide savings to the Town for a comparably high level of service. For the second year, the Town is asking CAL FIRE to provide \$200,000 worth of savings over and above the contract amount. Some of the savings will be achieved because personnel are budgeted to be paid at the top level of their pay range while some of the newer employees are actually paid at a lower level of their pay range. As all positions of the personnel contract are now filled, some of the savings will have to be achieved through not back-filling

and staffing at lower levels at non fire critical times of year. For the 6<sup>th</sup> year no fire engines are budgeted to be replaced even though first out engines are 6, 12 and 13 years old and reserve engines are over 20 years old.

#### Police

The Police Department will continue to have 4 frozen officer positions, 2 frozen sergeant positions and 2 frozen dispatch positions. The department has some vacancies and a pending retirement that will create some savings in the first part of the budgeted fiscal year. It has been difficult for the Town to recruit and hire new officers as there is a high demand for qualified officers throughout California. At times Police Operations will use two person staffing during the day due to staffing shortages and to manage overtime costs. The tiering of benefits for new hires has provided some needed financial savings for the Town, but is making it more difficult to attract experienced officers. In addition to the personnel challenges, the department is sacrificing the purchase of new police vehicles (average age 9.7 years) and training.

#### **Development Services**

Nearly all development service employees have been eliminated from the general fund and have been shifted to special revenue funds that utilize their services. A careful analysis was completed of the revenues generated and the expenditures created by these divisions. A thoughtful shift in expenditures was completed in order to better match the revenues generated with the expenditures used. These divisions are budgeted to use 2.8% of general fund resources when the historic average is 4.5%.

#### Fund 2030 - Building Safety and Waste Management

The Town appears to have found a financially stable equilibrium between requested services and level of staffing. This coupled with a healthy growth in building projects in 2013/14 will leave the fund with an ending fund balance/reserve of about \$180,000. As conservative estimates are included for the 2014/15 budget, a small part of this fund balance is estimated to be used during the 2014/15 fiscal year. Management will continue to monitor this fund and the related activities to determine at which point additional staffing will be recommended.

#### **Fund 2070 - Animal Control**

The Animal Control Sustainability Team led by Councilman Rawlings met at length during 2013/14 to help stabilize and create a plan for future sustainability of the Animal Control Fund. Measure N which was originally meant to supplement the general fund contributions toward animal shelter activities and animal control functions, is not sufficient to fund complete operations. Because of its financial limitations, the Town has had to prioritize basic police and fire functions over animal control functions in the distribution of its limited resources. The Animal Control Fund has only been balanced through the use of animal control donations and will use about \$17,000 worth of donations in 2014/15 to balance. At this rate of use, all animal control donations will be used in about 3 years.

PASH is generously partnering with the Town to help sustain the services. PASH will contribute about \$11,000 to fund certain shelter expenditures during 2014/15. They will also provide support to staff in providing comfort to the animals and assisting customers of the shelter during 2014/15. In return, the Town has agreed to increase public shelter hours and will maintain a schedule of Tuesday – Saturday, 11:00 – 3:30.

It is hoped that these increased hours will also allow Town staff to proactively license more dogs in Town. Only an average of 1,000 dogs per year is licensed, when it is estimated that there are at least 4,200 dogs in Town. If an additional 2,000 dogs were licensed each year, the Town would collect about \$35,000 more in fees. This could help in sustainability and the Town's ultimate goal of hiring a supervisor for the shelter. The Sustainability Team will continue its discussions with the local veterinary offices to work out a system for more convenient and automatic licensing processes for citizens.

#### Fund 2120 - Gas Tax/Streets

The roughly \$1 million received through gas taxes for street and road maintenance, is a fraction of what is truly needed to appropriately maintain the over 100 miles of roads within Town limits. Current estimates indicate that the Town would need about \$24 million to bring the roads up to a maintainable level.

The fund was able to acquire a healthy fund balance/reserve recently when the then Town Engineer and Associate Engineer left the Town. State revised revenue estimates for 2013/14 will allow the fund's ending fund balance/reserve to increase by about \$9,000 to about \$400,000. \$150,000 of that reserve will be used during 2014/15 to leverage some grant monies and to complete more street maintenance projects. The current Town Engineer and Public Works Manager are partnering well to stretch these limited resources to their maximum.

#### Fund 5900 – Transit

Butte County Association of Governments estimates of apportionments for 2014/15 indicates that the Town will have to use about \$45,000 of its transit reserves in order to meet its obligation to B Line for the year. The 2013/14 fiscal year was conservatively budgeted with the use of reserves as well. The revised estimates for 2013/14 indicate that about \$50,000 will actually be added to reserves. As the use of reserves seems to be the ongoing trend for Paradise, BCAG is reviewing their formula of how appropriations can be most fairly split among the local Butte County jurisdictions so that no one agency is unduly burdened. Because of Paradise's particular demographics, Paradise has a larger than average demand for paratransit services which drives up the Town's contribution requirements.

It is important that the Town carefully monitor the use of these reserve funds. If the trend is real, the Town must have appropriate reserves to fund future B Line obligations. About \$400,000 of the reserve is budgeted to be used this 2014/15 year to leverage the Skyway Safety Project construction. Reserves are also used for vital cash flow purposes.

What does this 2014/15 operating budget mean to the Citizens and Businesses of the Town of Paradise?

Most of our citizens and business owners will not feel an immediate impact of the Town's financial limitations this next fiscal year, barring any major unforeseen expenses or excessive employee turnover. The Town's dedicated but dramatically reduced staff will continue to provide expected public services in the most timely, efficient and professional manner possible. I wish to commend all of our departments and staff for their tireless commitment to serve and protect all that reside and visit the Town of Paradise. As described above, the 2014/15 budget moves the Town to a critical crossroad. Without passage of the ½% sales tax in November, the Town will be forced to consider which services may need to be reduced in order to purchase long deferred but mission specific equipment. I am hopeful that our citizens like our staff are ready to invest in the Town's future.

### FY 2014/2015

Position Control Summary (FTE)

Salary Resolution & Pay Plan

## TOWN OF PARADISE Position Control

#### **EMPLOYEE FULL TIME EQUIVALENT SUMMARY (FTE)**

		2013/14	2014/15
		<u>Adopted</u>	<u>Proposed</u>
<u>Program</u>	General Fund Programs	<u>Budget</u>	<u>Budget</u>
4100	Town Clerk	2.00	1.99
4200	Town Manager	1.00	0.99
4201	Central Services	1.90	1.90
4203	HR & Risk Management	0.90	0.90
4400	Finance	1.73	1.67
4510	Police - Administration	3.90	3.90
4520	Police - Operations	18.00	19.00
4530	Public Safety Communications	8.80	8.80
4550	Fleet Maintenance	1.00	1.00
4610	Fire - Administration	1.05	1.05
4630	Fire - Suppression	-	-
4720	Planning	1.57	1.31
4740	Engineering	-	-
4745	Community Park	-	-
4780	Waste Management	0.34	0.42
	-	42.19	42.93
Fund	Other Funds		
2030	Building Safety & Waste Water	5.72	6.06
2070	Animal Control	2.70	3.00
2120	Gas Tax/Public Works	8.16	8.35
2160	Business and Housing	1.75	1.85
5900	Transit	0.33	0.18
7650	Successor to RDA	-	0.08
	-	18.66	19.52
	Grand Total	60.85	62.45

TOTAL PERSONNEL SUMMARY 2014/2015 Budget							
	<u>FTE</u>	Head Count	<u>Full-Time</u>	Part-Time			
Town of Paradise Employees	62.45	67.00	53.00	14.00			
Town of Paradise Per-Diem Employees	1.85	4.00	-	4.00			
Contract Personnel	17.69	18.00	17.00	1.00			
Grand Total	81.99	89.00	70.00	19.00			

## TOWN OF PARADISE RESOLUTION NO. 14-\_\_

## A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA, ADOPTING THE AMENDED SALARY PAY PLAN FOR TOWN OF PARADISE EMPLOYEES FOR THE FISCAL YEAR 2014-2015

WHEREAS, the Town wishes to revise the salary pay plan; and

WHEREAS, the salary pay plan will incorporate all salary paid within the Town into one salary pay plan.

**NOW, THEREFORE** be it resolved by the Town Council of the Town of Paradise, that the Town of Paradise salary pay plan attached to this resolution is hereby adopted.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 25th day of June, 2014, by the following vote:

AYES:				
NOES:	None			
ABSENT:	None			
NOT VOTING:	None			
ATTEST:			Scott Lotte	r, Mayor
By:		_		
APPROVED AS TO	O FORM:			
Dwight L. Moore, To	own Attorney	_		

Dudant	Dudget	TOWN OF PARADISE SALARY PAY PLAN FY 2014/15							
Budget Head Count	Budget Approved FTE's	Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
		TOWN CLERK		·	·	·	·	·	
1.00	1.00	ASSISTANT TOWN CLERK							
		HOURLY BIWEEKLY MONTHLY ANNUAL	40	27.34 2,187.08 4,738.67 56,864.08	28.71 2,296.80 4,976.40 59,716.80	30.15 2,412.00 5,226.00 62,712.00	31.66 2,532.80 5,487.73 65,852.80	33.24 2,659.20 5,761.60 69,139.20	34.90 2,792.00 6,049.33 72,592.00
1.00	1.00	TOWN CLERK							
		HOURLY BIWEEKLY MONTHLY ANNUAL	40	35.76 2,860.43 6,197.60 74,371.21	37.54 3,003.20 6,506.93 78,083.20	39.42 3,153.60 6,832.80 81,993.60	41.39 3,311.20 7,174.27 86,091.20	43.46 3,476.80 7,533.07 90,396.80	45.63 3,650.40 7,909.20 94,910.40
		TOWN MANAGE	R / BUSINESS	& HOUSING / I	HR / FLEET / IT				
1.00	1.00	ADMINISTRATIVE ANALYST (BUSINESS & HOUSING / TOWN MANAGER)							
1.00	0.90	HOURLY BIWEEKLY MONTHLY ANNUAL	40	15.14 1,211.24 2,624.35 31,492.24	15.90 1,272.00 2,756.00 33,072.00	16.70 1,336.00 2,894.67 34,736.00	17.54 1,403.20 3,040.27 36,483.20	18.42 1,473.60 3,192.80 38,313.60	19.34 1,547.20 3,352.27 40,227.20
1.00	0.90	HOUSING PROGR			27.00	20.20	20.75	22.20	22.00
		HOURLY BIWEEKLY MONTHLY ANNUAL	36	26.56 1,912.32 4,143.36 49,720.32	27.89 2,007.94 4,350.53 52,206.34	29.28 2,108.33 4,568.05 54,816.65	30.75 2,213.75 4,796.46 57,557.49	32.28 2,324.44 5,036.28 60,435.36	33.90 2,440.66 5,288.09 63,457.13

Budget	Budget				TOWN OF I				
Head	Approved	Position	Hours/	Α	B	C C	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
1.00	1.00	FLEET MANAGER		Б	эээр	2226	333	2 2 2 4	Эзэр
		HOURLY	40	26.72	28.05	29.45	30.92	32.47	34.09
		BIWEEKLY	40	2,137.43	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20
		MONTHLY		4,631.10	4,862.00	5,104.67	5,359.47	5,628.13	5,908.93
		ANNUAL		55,573.23	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20
		ANNUAL		33,373.23	36,344.00	01,230.00	04,313.00	07,557.00	70,907.20
1.00	0.90	HUMAN RESOUR	CES & RISK I	MANAGEMENT I	MANAGER				
		HOURLY	36	26.72	28.05	29.45	30.92	32.47	34.09
		BIWEEKLY		1,923.69	2,019.60	2,120.40	2,226.24	2,337.84	2,454.48
		MONTHLY		4,167.99	4,375.80	4,594.20	4,823.52	5,065.32	5,318.04
		ANNUAL		50,015.91	52,509.60	55,130.40	57,882.24	60,783.84	63,816.48
1.00	1.00	INFORMATION T	ECHNOLOGY	/ MANAGER					
		HOURLY	40	33.50	35.18	36.94	38.79	40.73	42.77
		BIWEEKLY		2,680.14	2,814.40	2,955.20	3,103.20	3,258.40	3,421.60
		MONTHLY		5,806.96	6,097.87	6,402.93	6,723.60	7,059.87	7,413.47
		ANNUAL		69,683.54	73,174.40	76,835.20	80,683.20	84,718.40	88,961.60
1.00	1.00	TOWN MANAGE	R						
		HOURLY	40	51.71	54.30	57.02	59.87	62.86	66.00
		BIWEEKLY		4,137.00	4,344.00	4,561.60	4,789.60	5,028.80	5,280.00
		MONTHLY		8,963.50	9,412.00	9,883.47	10,377.47	10,895.73	11,440.00
		ANNUAL		107,562.00	112,944.00	118,601.60	124,529.60	130,748.80	137,280.00
				•	•	•	•	•	•

Budget	Budget				TOWN OF P				
Head	•	Position	Hours/	Α	B	C	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
		FINANCE							
1.00	1.00	SENIOR FINANCI	AL SERVICES	CLERK					
		HOURLY	40	14.76	15.49	16.26	17.07	17.92	18.82
		BIWEEKLY		1,180.42	1,239.20	1,300.80	1,365.60	1,433.60	1,505.60
		MONTHLY		2,557.59	2,684.93	2,818.40	2,958.80	3,106.13	3,262.13
		ANNUAL		30,691.02	32,219.20	33,820.80	35,505.60	37,273.60	39,145.60
1.00	1.00	FINANCE SUPER	VISOR						
		HOURLY	40	27.34	28.71	30.15	31.66	33.24	34.90
		BIWEEKLY		2,187.08	2,296.80	2,412.00	2,532.80	2,659.20	2,792.00
		MONTHLY		4,738.67	4,976.40	5,226.00	5,487.73	5,761.60	6,049.33
		ANNUAL		56,864.08	59,716.80	62,712.00	65,852.80	69,139.20	72,592.00
1.00	1.00	FINANCE DIRECT	OR/TREASUF	RER					
		HOURLY	40	35.76	37.54	39.42	41.39	43.46	45.63
		BIWEEKLY		2,860.43	3,003.20	3,153.60	3,311.20	3,476.80	3,650.40
		MONTHLY		6,197.60	6,506.93	6,832.80	7,174.27	7,533.07	7,909.20
		ANNUAL		74,371.21	78,083.20	81,993.60	86,091.20	90,396.80	94,910.40
		POLICE ADMINIS	TRATION						
1.00	0.90	ADMINISTRATIV	E ASSISTANT	III (P.D.)					
2.00	0.50	HOURLY	36	17.36	18.22	19.13	20.09	21.09	22.14
		BIWEEKLY		1,249.59	1,311.84	1,377.36	1,446.48	1,518.48	1,594.08
		MONTHLY		2,707.44	2,842.32	2,984.28	3,134.04	3,290.04	3,453.84
		ANNUAL		32,489.31	34,107.84	35,811.36	37,608.48	39,480.48	41,446.08

Budget	Budget				TOWN OF F				
Head	Approved	Position	Hours/	Α	В	c	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
1.50	1.50	POLICE LIEUTENA	ANT						
		HOURLY	40	32.60	34.23	35.94	37.74	39.63	41.61
		BIWEEKLY		2,608.00	2,738.40	2,875.20	3,019.20	3,170.40	3,328.80
		MONTHLY		5,650.67	5,933.20	6,229.60	6,541.60	6,869.20	7,212.40
		ANNUAL		67,808.00	71,198.40	74,755.20	78,499.20	82,430.40	86,548.80
0.50	0.50	Effective Decemb	per 31, 2014						
		960 Contra	act	41.61					
1.00	1.00	POLICE CHIEF							
		HOURLY	40	40.46	42.48	44.60	46.83	49.17	51.63
		BIWEEKLY		3,236.60	3,398.40	3,568.00	3,746.40	3,933.60	4,130.40
		MONTHLY		7,012.63	7,363.20	7,730.67	8,117.20	8,522.80	8,949.20
		ANNUAL		84,151.61	88,358.40	92,768.00	97,406.40	102,273.60	107,390.40
		POLICE OPERATION	ONS						
		POLICE OFFICER	TRAINFF (Sho	ort Term Positio	nn)				
		HOURLY	40	15.06	15.81	16.60	17.43	18.30	19.22
		BIWEEKLY	.0	1,204.80	1,264.80	1,328.00	1,394.40	1,464.00	1,537.60
		MONTHLY		2,610.40	2,740.40	2,877.33	3,021.20	3,172.00	3,331.47
		ANNUAL		31,324.80	32,884.80	34,528.00	36,254.40	38,064.00	39,977.60
1.00	1.00	COMMUNITY SE	RVICE OFFICE	R III					
		HOURLY	40	16.97	17.82	18.71	19.65	20.63	21.66
		BIWEEKLY		1,357.62	1,425.60	1,496.80	1,572.00	1,650.40	1,732.80
		MONTHLY		2,941.50	3,088.80	3,243.07	3,406.00	3,575.87	3,754.40
		ANNUAL		35,298.02	37,065.60	38,916.80	40,872.00	42,910.40	45,052.80

					TOWN OF P				
Budget	Budget		,		SALARY PAY PLA	-		_	_
Head	Approved		Hours/	A	В	C	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
14.00	14.00	POLICE OFFICER		24.50	•• ••	•• ••			
		HOURLY	40	21.52	22.60	23.73	24.92	26.17	27.48
		BIWEEKLY		1,721.71	1,808.00	1,898.40	1,993.60	2,093.60	2,198.40
		MONTHLY		3,730.37	3,917.33	4,113.20	4,319.47	4,536.13	4,763.20
		ANNUAL		44,764.49	47,008.00	49,358.40	51,833.60	54,433.60	57,158.40
4.00	4.00	POLICE SERGEAN	т						
		HOURLY	40	25.38	26.65	27.98	29.38	30.85	32.39
		BIWEEKLY		2,030.72	2,132.00	2,238.40	2,350.40	2,468.00	2,591.20
		MONTHLY		4,399.88	4,619.33	4,849.87	5,092.53	5,347.33	5,614.27
		ANNUAL		52,798.61	55,432.00	58,198.40	61,110.40	64,168.00	67,371.20
		PUBLIC SAFETY C	OMMINICAT	IONS					
2.00	0.90	CRIMINAL RECOF	RDS TECHNIC	IAN					
		HOURLY	18	12.62	13.25	13.91	14.61	15.34	16.11
		BIWEEKLY		454.32	477.00	500.76	525.96	552.24	579.96
		BIWEEKLY MONTHLY		454.32 984.36	477.00 1,033.50	500.76 1,084.98	525.96 1,139.58	552.24 1,196.52	579.96
									579.96 1,256.58
1.00	0.90	MONTHLY	RVICE OFFICE	984.36 11,812.32	1,033.50	1,084.98	1,139.58	1,196.52	579.96 1,256.58
1.00	0.90	MONTHLY ANNUAL	RVICE OFFICE 36	984.36 11,812.32	1,033.50	1,084.98	1,139.58	1,196.52	579.96 1,256.58 15,078.96
1.00	0.90	MONTHLY ANNUAL COMMUNITY SEI		984.36 11,812.32 R II	1,033.50 12,402.00	1,084.98 13,019.76	1,139.58 13,674.96	1,196.52 14,358.24	_
1.00	0.90	MONTHLY ANNUAL COMMUNITY SEI HOURLY		984.36 11,812.32 R II 13.35	1,033.50 12,402.00 14.02	1,084.98 13,019.76 14.72	1,139.58 13,674.96 15.46	1,196.52 14,358.24 16.23	579.96 1,256.58 15,078.96 17.04
1.00	0.90	MONTHLY ANNUAL COMMUNITY SEI HOURLY BIWEEKLY		984.36 11,812.32 R II 13.35 961.46	1,033.50 12,402.00 14.02 1,121.60	1,084.98 13,019.76 14.72 1,177.60	1,139.58 13,674.96 15.46 1,236.80	1,196.52 14,358.24 16.23 1,298.40	579.96 1,256.58 15,078.96 17.04 1,363.20 2,658.24
1.00	0.90	MONTHLY ANNUAL COMMUNITY SEI HOURLY BIWEEKLY MONTHLY	36	984.36 11,812.32 <b>R II</b> 13.35 961.46 2,083.16 24,997.94	1,033.50 12,402.00 14.02 1,121.60 2,187.12	1,084.98 13,019.76 14.72 1,177.60 2,296.32	1,139.58 13,674.96 15.46 1,236.80 2,411.76	1,196.52 14,358.24 16.23 1,298.40 2,531.88	579.96 1,256.58 15,078.96 17.04 1,363.20

Budge	t Budget				TOWN OF F				
Head	•	Position	Hours/	Α	В	C	D	E	F
Count	• •	Title	Week	Step	Step	Step	Step	Step	Step
6.00	6.00	PUBLIC SAFETY D	DISPATCHER				•	•	
		HOURLY	40	15.93	16.73	17.57	18.45	19.37	20.34
		BIWEEKLY		1,274.51	1,338.40	1,405.60	1,476.00	1,549.60	1,627.20
		MONTHLY		2,761.44	2,899.87	3,045.47	3,198.00	3,357.47	3,525.60
		ANNUAL		33,137.25	34,798.40	36,545.60	38,376.00	40,289.60	42,307.20
1.00	1.00	COMMUNICATIO	ON RECORDS	SUPERVISOR					
		HOURLY	40	20.31	21.33	22.40	23.52	24.70	25.94
		BIWEEKLY		1,624.88	1,706.40	1,792.00	1,881.60	1,976.00	2,075.20
		MONTHLY		3,520.57	3,697.20	3,882.67	4,076.80	4,281.33	4,496.27
		ANNUAL		42,246.86	44,366.40	46,592.00	48,921.60	51,376.00	53,955.20
		ANIMAL CONTRO	OL						
2.00	0.90	P/T ANIMAL SHE	TITER ASSIST	<b>NT</b>					
2.00	0.50	HOURLY	18	9.00	9.45	9.92	10.42	10.94	11.49
		BIWEEKLY	10	324.00	340.20	357.21	375.07	393.82	413.52
		MONTHLY		702.00	737.10	773.96	812.65	853.29	895.95
		ANNUAL		8,424.00	8,845.20	9,287.46	9,751.83	10,239.42	10,751.40
1.00	0.75	OFFICE ASSISTAN	NT III (ANIMA	L CONTROL)					
		HOURLY	30	12.23	12.84	13.48	14.15	14.86	15.60
		BIWEEKLY		733.81	770.40	808.80	849.00	891.60	936.00
		MONTHLY		1,589.91	1,669.20	1,752.40	1,839.50	1,931.80	2,028.00
		ANNUAL		19,078.96	20,030.40	21,028.80	22,074.00	23,181.60	24,336.00
1.00	0.45	P/T ANIMAL CO	NTROL OFFICE	ER					
		HOURLY	18	13.10	13.75	14.44	15.16	15.92	16.72
		BIWEEKLY		471.60	495.00	519.84	545.76	573.12	601.92
		MONTHLY		1,021.80	1,072.50	1,126.32	1,182.48	1,241.76	1,304.16
		ANNUAL		12,261.60	12,870.00	13,515.84	14,189.76	14,901.12	15,649.92

Dudget	Dudget				TOWN OF F				
Budget Head	Budget Approved	Position	Hours/	Α	SALARY PAY PLA B	C C	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
Count	1123	THE	TT CCR	эсер	Step	Step	Step	Step	otep
1.00	0.90	ANIMAL CONTRO	OL OFFICER						
		HOURLY	36	13.10	13.75	14.44	15.16	15.92	16.72
		BIWEEKLY		942.97	990.00	1,039.68	1,091.52	1,146.24	1,203.84
		MONTHLY		2,043.10	2,145.00	2,252.64	2,364.96	2,483.52	2,608.32
		ANNUAL		24,517.21	25,740.00	27,031.68	28,379.52	29,802.24	31,299.84
		DEVELOPMENT S	SERVICES (PLA	ANNING, PUBLI	C WORKS, ENGIN	EERING)			
		_							
1.00	0.90	BUILDING / ON-S							
		HOURLY	36	13.50	14.18	14.89	15.63	16.41	17.23
		BIWEEKLY		972.24	1,020.96	1,072.08	1,125.36	1,181.52	1,240.56
		MONTHLY		2,106.53	2,212.08	2,322.84	2,438.28	2,559.96	2,687.88
		ANNUAL		25,278.36	26,544.96	27,874.08	29,259.36	30,719.52	32,254.56
1.00	1.00	ENVIRONMENTA	L SERVICES S	PECIALIST					
		HOURLY	40	15.53	16.30	17.12	17.98	18.88	19.82
		BIWEEKLY		1,242.06	1,304.00	1,369.60	1,438.40	1,510.40	1,585.60
		MONTHLY		2,691.12	2,825.33	2,967.47	3,116.53	3,272.53	3,435.47
		ANNUAL		32,293.46	33,904.00	35,609.60	37,398.40	39,270.40	41,225.60
4.00	4.00	PUBLIC WORKS N	MAINTENAN	CE WORKER II					
		HOURLY	40	14.84	15.58	16.36	17.18	18.04	18.94
		BIWEEKLY		1,187.27	1,246.40	1,308.80	1,374.40	1,443.20	1,515.20
		MONTHLY		2,572.42	2,700.53	2,835.73	2,977.87	3,126.93	3,282.93
		ANNUAL		30,869.07	32,406.40	34,028.80	35,734.40	37,523.20	39,395.20
1.00	1.00	PUBLIC WORKS N	MAINTENAN	CE WORKER III					
		HOURLY	40	16.37	17.19	18.05	18.95	19.90	20.90
		BIWEEKLY		1,309.68	1,375.20	1,444.00	1,516.00	1,592.00	1,672.00
		MONTHLY		2,837.64	2,979.60	3,128.67	3,284.67	3,449.33	3,622.67
		ANNUAL		34,051.68	35,755.20	37,544.00	39,416.00	41,392.00	43,472.00
				•	•	•	•	•	•

Budget	Budget				TOWN OF P				
Head	Approved	Position	Hours/	Α	В	С	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
1.00	1.00	CONSTRUCTION	INSPECTOR						
		HOURLY	40	15.69	16.47	17.29	18.15	19.06	20.01
		BIWEEKLY		1,254.90	1,317.60	1,383.20	1,452.00	1,524.80	1,600.80
		MONTHLY		2,718.94	2,854.80	2,996.93	3,146.00	3,303.73	3,468.40
		ANNUAL		32,627.30	34,257.60	35,963.20	37,752.00	39,644.80	41,620.80
1.00	1.00	ASSISTANT PLAN	INER						
		HOURLY	40	18.96	19.91	20.91	21.96	23.06	24.21
		BIWEEKLY		1,516.80	1,592.80	1,672.80	1,756.80	1,844.80	1,936.80
		MONTHLY		3,286.40	3,451.07	3,624.40	3,806.40	3,997.07	4,196.40
		ANNUAL		39,436.80	41,412.80	43,492.80	45,676.80	47,964.80	50,356.80
1.00	1.00	CODE ENFORCEM	MENT OFFICE	R					
		HOURLY	40	18.96	19.91	20.91	21.96	23.06	24.21
		BIWEEKLY		1,516.80	1,592.80	1,672.80	1,756.80	1,844.80	1,936.80
		MONTHLY		3,286.34	3,451.00	3,624.33	3,806.33	3,996.99	4,196.32
		ANNUAL		39,436.80	41,412.80	43,492.80	45,676.80	47,964.80	50,356.80
1.00	1.00	ASSISTANT ONSI	TE SANITARY	OFFICIAL					
		HOURLY	40	19.75	20.74	21.78	22.87	24.01	25.21
		BIWEEKLY		1,580.18	1,659.20	1,742.40	1,829.60	1,920.80	2,016.80
		MONTHLY		3,423.71	3,594.93	3,775.20	3,964.13	4,161.73	4,369.73
		ANNUAL		41,084.58	43,139.20	45,302.40	47,569.60	49,940.80	52,436.80
1.00	1.00	ONSITE SANITAR	Y OFFICIAL						
		HOURLY	40	27.34	28.71	30.15	31.66	33.24	34.90
		BIWEEKLY		2,187.08	2,296.80	2,412.00	2,532.80	2,659.20	2,792.00
		MONTHLY		4,738.67	4,976.40	5,226.00	5,487.73	5,761.60	6,049.33
		ANNUAL		56,864.08	59,716.80	62,712.00	65,852.80	69,139.20	72,592.00

Budget	Budget				TOWN OF P				
Head	Approved	Position	Hours/	Α	В	C	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
1.00	1.00	PUBLIC WORKS	<b>MANAGER</b>		•				
		HOURLY	40	27.34	28.71	30.15	31.66	33.24	34.90
		BIWEEKLY	.0	2,187.08	2,296.80	2,412.00	2,532.80	2,659.20	2,792.00
		MONTHLY		4,738.67	4,976.40	5,226.00	5,487.73	5,761.60	6,049.33
		ANNUAL		56,864.08	59,716.80	62,712.00	65,852.80	69,139.20	72,592.00
1.00	1.00	FIRE MARSHAL/	BUILDING OF	FICIAL					
		HOURLY	40	32.65	34.28	35.99	37.79	39.68	41.66
		BIWEEKLY		2,611.66	2,742.40	2,879.20	3,023.20	3,174.40	3,332.80
		MONTHLY		5,658.59	5,941.87	6,238.27	6,550.27	6,877.87	7,221.07
		ANNUAL		67,903.06	71,302.40	74,859.20	78,603.20	82,534.40	86,652.80
1.00	1.00	TOWN ENGINEER	₹						
		HOURLY	40	33.50	35.18	36.94	38.79	40.73	42.77
		BIWEEKLY		2,680.00	2,814.00	2,955.20	3,102.96	3,258.11	3,421.60
		MONTHLY		5,806.67	6,097.00	6,402.93	6,723.08	7,059.23	7,413.47
		ANNUAL		69,680.00	73,164.00	76,835.20	80,676.96	84,710.81	88,961.60
1.00	1.00	COMMUNITY DE	VELOPMENT	DIRECTOR					
		HOURLY	40	35.76	37.54	39.42	41.39	43.46	45.63
		BIWEEKLY		2,860.43	3,003.20	3,153.60	3,311.20	3,476.80	3,650.40
		MONTHLY		6,197.60	6,506.93	6,832.80	7,174.27	7,533.07	7,909.20
		ANNUAL		74,371.21	78,083.20	81,993.60	86,091.20	90,396.80	94,910.40
		FIRE ADMINSTRA	ATION						
1.00	0.45	CIVILIAN FIRE PR							
		HOURLY	18	10.14	10.65	11.18	11.74	12.33	12.95
		BIWEEKLY		365.04	383.40	402.48	422.64	443.88	466.07
		MONTHLY		790.92	830.70	872.04	915.72	961.74	1,009.83
		ANNUAL		9,491.04	9,968.40	10,464.48	10,988.64	11,540.88	12,117.92

Budget	Budget				SALARY PAY PLA	N FY 2014/15			
Head	Approved	Position	Hours/	Α	В	С	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
1.00	0.60	ADMINISTRATIV	E ASSISTANT	II (FIRE)					
		HOURLY	24	14.85	15.59	16.37	17.19	18.05	18.9
		BIWEEKLY		712.88	748.32	785.76	825.12	866.40	909.
		MONTHLY		1,544.57	1,621.36	1,702.48	1,787.76	1,877.20	1,970.8
		ANNUAL		18,534.80	19,456.32	20,429.76	21,453.12	22,526.40	23,649.6

HC= Head Count / actual number of employees

FTE's = Full-time equivalent employees

#### FY 2014/2015

# All Funds Expenditures & Revenues

		Fiscal Yo	ear 2013/14				
Fund	Description	Fund Balance 7/1/2013	Projected Revenues	Projected Expenses	Transfers IN	Transfers OUT	Fund Balance 06/30/14
1010	GENERAL FUND	1,340,766	9,539,129	9,599,283	462,299		1,742,911
SPECIA	L REVENUE FUNDS						
2030 2070 2120 2140 2150 2160 2161 2162 2163 2215 2240 2309 2311 2312 2313	Building Safety & Waste Water Services Animal Control Fund Gas Tax Traffic Safety Fund Special Projects Fund BHS - Economic Development BHS - HUD Revolving Loan Fund BHS - HOME Loan Fund BHS - Cal Home Loan Fund Abandoned Vehicle Abatement (AVA) Asset Seizure Fund BHS - 2009 CDBG BHS - 2011 CDBG BHS - 2013 CDBG	31,948 2,838 393,583 31,563 255,409 55,413 153,205 84,223 53,493 63,200 5,578	817,307 167,408 1,134,056 21,000 6,043 9,444 100,426 42,743 24,100 5 6,545 35,594 86,372	533,521 140,386 986,917 53,640 570 145,747 9,508 1,066 6,545 35,594 86,372	92,245 100,388	(132,109) (25,986) (203,502) (30,000) (29,681) (30,600) (1,264) (5,600)	183,625 3,874 429,465 22,563 255,409 78,523 162,079 8,302 85,464 80,634 5,583
2314 2413 2510 2520 2521 2540 2550 2551 2611 2612 2923 5060	BHS - 2014 CDBG BHS 2013 CalHome Grant 95 DIF Impact Fee Road Improvements 95 DIF Impact Fee Signal Improvements Impact Fees for Signal Along SR 191 (Clark) 95 DIF Impact Fee Police Facilities 95 DIF Impact Fee Fire Facilities Drainage Impact Fees BHS - 2011 HOME Grant BHS - 2012 HOME Grant Town of Paradise Housing Revolving Loan Fund Cluster Septic System #1	- 439,793 67,012 - 36,212 12,046 620,139 - - (4,339)	250,000 36,000 2,800 6,045 4,660 3,320 13,000 2,022,223 461,482 17,000	2,000,000 418,681		(3,500) (22,223) (42,801)	206,500 475,793 69,812 6,045 40,872 15,366 633,139 - - 17,000 (4,339)

		Fiscal Y	ear 2013/14				
Fund	Description	Fund Balance 7/1/2013	Projected Revenues	Projected Expenses	Transfers IN	Transfers OUT	Fund Balance 06/30/14
	Total Special Revenue Funds	2,301,315	5,267,573	4,458,547	192,633	(527,266)	2,775,708
PUBLIC	SAFETY GRANTS						
2124	SR2S Safe Routes to School	-	20,000	20,000			-
2204	State SLESF Fund	14,934	100,010	114,366			578
2206	AB 109 Fund	-	111,930	13,788			98,142
2208	CalGRIP Grant	-	50,482	50,482			-
2213	School Resource Officer (HS)	-	6,250	6,250			-
2218	Avoid 2009 Police DUI Grant	-	54,015	54,015			-
	Total Public Safety/CIP Grant Funds	14,934	342,687	258,901	-	-	98,720
TRUST	AND AGENCY FUNDS						
7801	Police Trading Cards	1,754					1,754
7804	Chaplain Fund-Police & Fire	288					288
7805	VIPS (Volunteers in Police Service)	13,482	5,989	4,263			15,208
7808	Canine Protection Unit Donation Fund	26,347	2,970	3,924			25,393
7810	Fire Miscellaneous Donation Fund	6,197	10				6,207
7811	Animal Control Misc Donation Fund	50,622	7,575	73			58,124
7813	Police Misc Donation Fund	355					355
7855	Town Special Projects Donations	3,534		3,500			34
	Total Trust and Agency Funds	102,579	16,544	11,760	-	-	107,363
CAPITA	L PROJECT FUNDS						
2100	Capital Improvement Projects Fund	_		1,628,571	1,628,571		_
2110	Transportation Fund	261,157	100	1,020,071	1,020,011	(246,545)	14,712
2112	CMAQ-Congestion Mgmt Air Qual	-	1,282,477			(1,282,477)	
2132	HSIP - Highway Safety Improvement Program	-	120,828			(120,828)	_
3710	Equipment Replacement Fund	51,690	,,	51,690		( ==,===)	<u>-</u>
		,		,			192

		Fiscal Y	ear 2013/14				
Fund	Description	Fund Balance 7/1/2013	Projected Revenues	Projected Expenses	Transfers IN	Transfers OUT	Fund Balance 06/30/14
5900	Transit Fund	1,164,748	971,507	891,347		(25,821)	1,219,087
	Total Capital Project Funds	1,477,595	2,374,912	2,571,608	1,628,571	(1,675,671)	1,233,799
INTERN	AL SERVICE FUNDS						
6970	Self Insurance Fund	41,153				(41,119)	34
	Total Internal Service Funds	41,153	-	-	-	(41,119)	34
DEBT S	ERVICE FUNDS						
4221	WWDAD Fund	6,298		19			6,279
	Total Debt Service Funds	6,298	-	19	-	-	6,279
FIDUCIA	ARY FUNDS						
7611 7615 7621 7623 7624 7625 7626 7627 7628 7629 7630 7635 7640	GASB 45 Retiree Medical Trust Assets Sales Proceeds Employee Bank Tree Replacement in Lieu Fund SMIP-Strong Motion Impl Prog PD Property Room Proceeds Traffic Offender Impound Fund Tech Equipment Replacement Fund General Plan Update Fund Hydrant Maintenance Fund DOJ Livescan Fees PD Found Money Disability Access and Education	56,110 38,059 234 - 1,314 1,817 30,951 3,331 127,180 1,121 - 4,425 15	9,000 36,857 106 2,658 290 250 14,050 60,000 34,200 402 8,000 205 25	120 36,287 3,607 58,000 402 8,000 205		(39,447)	64,990 38,629 340 2,658 1,604 2,067 41,394 5,331 121,933 1,121 - 4,425 40
		264,557	166,043	106,621	-	(39,447)	284,532 193

Fiscal Year 2013/14									
Fund	Description	Fund Balance 7/1/2013	Projected Revenues	Projected Expenses	Transfers IN	Transfers OUT	Fund Balance 06/30/14		
	Total Town of Paradise Budget	5,549,197	17,706,888	17,006,739	2,283,503	(2,283,503)	6,249,346		
SUCCE	SSOR AGENCY TO PARADISE REDEVELOPMEN	IT AGENCY FUNDS							
2924	RDA Obligation Retirement Fund	-	360,800			(360,800)	_		
7650	Successor Agency to RDA NH	(6,849,642)	718	347,732	360,800	(,,	(6,835,856)		
	Total Successor Agency to Paradise RDA	(6,849,642)	361,518	347,732	360,800	(360,800)	(6,835,856)		

		Fiscal Y	ear 2014/15				
Fund	Description	Fund Balance 7/1/2014	Projected Revenues	Projected Expenses	Transfers IN	Transfers OUT	Fund Balance 06/30/15
1010	GENERAL FUND	1,742,911	9,609,041	10,036,524	427,483		1,742,911
SPECIA	L REVENUE FUNDS						
2030 2070 2120 2140 2150 2160 2161 2162 2163	Building Safety & Waste Water Services Animal Control Fund Gas Tax Traffic Safety Fund Special Projects Fund BHS - Economic Development BHS - HUD Revolving Loan Fund BHS - HOME Loan Fund BHS - Cal Home Loan Fund	183,625 3,874 429,465 22,563 255,409 78,523 162,079 8,302 85,464	739,528 181,501 1,052,768 21,000 200 6,300	612,345 169,156 1,042,179 2,650 20,000 70,786	16,381 76,050 103,516	(144,351) (28,726) (206,487) (30,000) (31,403)	166,457 3,874 309,617 10,913 235,409 80,050 168,379 8,302 85,464
2215 2240 2309 2311 2312 2313 2314	Abandoned Vehicle Abatement (AVA) Asset Seizure Fund BHS - 2009 CDBG BHS - 2011 CDBG BHS - 2012 CDBG BHS - 2013 CDBG BHS - 2014 CDBG	80,634 5,583 - - - -	24,110 505 80,000 9,601 72,787 173,625	448 600 80,000 9,601 72,787 154,469		(6,500) (19,156)	97,796 5,488 - - - -
2413 2510 2520 2521 2540 2550 2551 2611	BHS 2013 CalHome Grant 95 DIF Impact Fee Road Improvements 95 DIF Impact Fee Signal Improvements Impact Fees for Signal Along SR 191 (Clark) 95 DIF Impact Fee Police Facilities 95 DIF Impact Fee Fire Facilities Drainage Impact Fees BHS - 2011 HOME Grant	206,500 475,793 69,812 6,045 40,872 15,366 633,139	250,000 17,000 1,100 2,060 1,970 11,000	418,000		(38,500)	492,793 70,912 6,045 42,932 17,336 644,139
2612 2923 5060	BHS - 2012 HOME Grant Town of Paradise Housing Revolving Loan Fund Cluster Septic System #1	17,000 (4,339)	236,942	191,082		(45,860)	- 17,000 (4,339)

		Fiscal Y	ear 2014/15				
Fund	Description	Fund Balance 7/1/2014	Projected Revenues	Projected Expenses	Transfers IN	Transfers OUT	Fund Balance 06/30/15
	Total Special Revenue Funds	2,775,708	2,881,997	2,844,103	195,947	(550,983)	2,458,566
PUBLIC	SAFETY GRANTS						
2124	SR2S Safe Routes to School	-	10,410	10,410			-
2204	State SLESF Fund	578	100,010	99,999			589
2206	AB 109 Fund	98,142	50,000	79,379			68,763
2208	CalGRIP Grant	-					-
2213	School Resource Officer (HS)	-					-
2218	Avoid 2009 Police DUI Grant	-	56,600	56,600			-
	Total Public Safety/CIP Grant Funds	98,720	217,020	246,388	-	-	69,352
TRUST	AND AGENCY FUNDS						
7801	Police Trading Cards	1,754					1,754
7804	Chaplain Fund-Police & Fire	288					288
7805	VIPS (Volunteers in Police Service)	15,208	5,535	3,455			17,288
7808	Canine Protection Unit Donation Fund	25,393	2,540	3,300			24,633
7810	Fire Miscellaneous Donation Fund	6,207	10				6,217
7811	Animal Control Misc Donation Fund	58,124	5,075			(16,381)	46,818
7813	Police Misc Donation Fund	355				, ,	355
7855	Town Special Projects Donations	34					34
	Total Trust and Agency Funds	107,363	13,160	6,755	-	(16,381)	97,387
CAPITA	L PROJECT FUNDS						
2100	Capital Improvement Projects Fund	-		1,579,058	1,579,058		-
2110	Transportation Fund	14,712					14,712
2112	CMAQ-Congestion Mgmt Air Qual	-					-
2132	HSIP - Highway Safety Improvement Program	-	1,192,014			(1,192,014)	-
3710	Equipment Replacement Fund	-	90,476	90,476		,	-
5900	Transit Fund	1,219,087	922,289	983,353		(429,910)	728,113
	Total Capital Project Funds	1,233,799	2,204,779	2,652,887	1,579,058	(1,621,924)	<b>742,825</b> 196
			·	•	1,579,058	,	. ,

		Fiscal Y	ear 2014/15				
Fund	Description	Fund Balance 7/1/2014	Projected Revenues	Projected Expenses	Transfers IN	Transfers OUT	Fund Balance 06/30/15
INTERN	AL SERVICE FUNDS						
6970	Self Insurance Fund	34					34
	Total Internal Service Funds	34	-	-	-	-	34
DEBT S	ERVICE FUNDS						
4221	WWDAD Fund	6,279	-	-			6,279
	Total Debt Service Funds	6,279	-	-	-	-	6,279
FIDUCIA	ARY FUNDS						
7611 7615 7621 7623 7624 7625 7626 7627 7628 7629 7630 7635 7640	GASB 45 Retiree Medical Trust Assets Sales Proceeds Employee Bank Tree Replacement in Lieu Fund SMIP-Strong Motion Impl Prog PD Property Room Proceeds Traffic Offender Impound Fund Tech Equipment Replacement Fund General Plan Update Fund Hydrant Maintenance Fund DOJ Livescan Fees PD Found Money Disability Access and Education	64,990 38,629 340 2,658 1,604 2,067 41,394 5,331 121,933 1,121 - 4,425 40	9,000 100 250 500 14,050 58,000 25,200 1,000 10,000 1,000 25	120 31,000 5,000 58,000 1,000 1,000			73,870 7,629 440 2,658 1,854 2,567 50,444 5,331 147,133 1,121 - 4,425 65
	Total Fiduciary Funds	284,532	119,125	106,120	-	-	297,537
	Total Town of Paradise Budget	6,249,346	15,045,122	15,892,777	2,202,488	(2,189,288)	5,414,891

Fiscal Year 2014/15								
Fund	Description	Fund Balance 7/1/2014	Projected Revenues	Projected Expenses	Transfers IN	Transfers OUT	Fund Balance 06/30/15	
SUCCE	SSOR AGENCY TO PARADISE REDEVELOPMENT A	AGENCY FUNDS						
2924 7650	RDA Obligation Retirement Fund Successor Agency to RDA NH	- (6,835,856)	369,676 208	356,684	369,676	(369,676) (13,200)	- (6,835,856)	
	Total Successor Agency to Paradise Redevelopr	(6,835,856)	369,884	356,684	369,676	(382,876)	(6,835,856)	

#### TOWN OF PARADISE Budget Transfers Report

#### FISCAL YEAR 2013-2014 TRANSFERS ESTIMATED TO 06/30/14

	Account-Transfer Out	Amount	Account - Transfer In	Amount
2112 2132 5900	5910 120 To Gas Tax 5910 120 To Gas Tax 5910 120 To Gas Tax	50,061 35,895 6,289	2120 3910 112 From CMAQ 2120 3910 132 From Highway Safety Imp Program 2120 3910 900 From Transit	50,061 CIP 9363 Pearson/Recreation Eng Wages 35,895 CIP 9365 Skyway HSIP Wages
	3/14 Transfers Out to Fund 2120	92,245	2120 3910 900 From Transit  Total 2013/2014 Transfers in to Fund 2120	6,289 CIP 9365 Skyway HSIP Wages <b>92,245</b>
10tai 201	3/14 Transiers Out to Fund 2120	92,245	Total 2013/2014 Transiers in to Fund 2120	92,243
	Account-Transfer Out	Amount	Account - Transfer In	Amount
2110	5910 100 To Capital Projects	246,093	2100 3910 110 From Proposition 1B	246,093 CIP 9366 Paradise Micro-Surfacing
2110	5910 100 To Capital Projects	452	2100 3910 110 From Proposition 1B	452 CIP 9363 Pearson/Recreation Signal
2112	5910 100 To Capital Projects	1,232,416	2100 3910 112 From CMAQ	1,232,416 CIP 9363 Pearson/Recreation Signal
2120	5910 100 To Capital Projects	49,794	2100 3910 120 From Gas Tax/Streets	49,794 CIP 9366 Paradise Micro-Surfacing
2132	5910 100 To Capital Projects	84,933	2100 3910 132 From Federal HSIP	84,933 CIP 9365 Skyway Highway Safety Improvement
5900	5910 100 To Capital Projects	14,883	2100 3910 900 From Local Transportation	14,883 CIP 9365 Skyway Highway Safety Improvement
Total 201	3/14 Transfers Out to Fund 2100	1,628,571	Total 2013/2014 Transfers in to Fund 2100	1,628,571
	Account-Transfer Out	Amount	Account - Transfer In	Amount
2030	5910 010 To General Fund	79,445	1010 3910 030 From Building Safety Waste Water	79,445 Internal Svcs Allocated Costs
2030	5910 010 To General Fund	52,664	1010 3910 030 From Building Safety Waste Water	52,664 POB Payment
2070	5910 010 To General Fund	18,475	1010 3910 070 From Animal Control Fund	18,475 Internal Svcs Allocated Costs
2070	5910 010 To General Fund	7,511	1010 3910 070 From Animal Control Fund	7,511 POB Payment
2120	5910 010 To General Fund	84,826	1010 3910 120 From Gas Tax	84,826 Internal Svcs Allocated Costs
2120	5910 010 To General Fund	68,882	1010 3910 120 From Gas Tax	68,882 POB Payment
2140	5910 010 To General Fund	30,000	1010 3910 140 From Traffic Safety Fund	30,000 Operating Transfer
2160	5910 010 To General Fund	15,000	1010 3910 160 From BHS Econ Dev Fund	15,000 Internal Svcs Allocated Costs
2160	5910 010 To General Fund	14,681	1010 3910 160 From BHS Econ Dev Fund	14,681 POB Payment
2215	5910 010 To General Fund	5,600	1010 3910 215 From AVA Fund	5,600 AVA Activity Reimbursement
5900	5910 010 To General Fund	2,405	1010 3910 900 From Transit Fund	2,405 Internal Svcs Allocated Costs
5900	5910 010 To General Fund	2,244	1010 3910 900 From Transit Fund	2,244 POB Payment
6970	5910 010 To General Fund	41,119	1010 3910 970 From Self Insurance Fund	41,119 2012/2013 Trans of Funds
7628	5910 010 To General Fund	39,447	1010 3910 628 From General Plan Fee	39,447 Update Housing Element
2162	5910 160 To BHS Econ Dev Fund	30,600	2160 3910 162 From Home Rev Loan Fund	30,600 Activity Delivery
2163	5910 160 To BHS Econ Dev Fund	1,264	2160 3910 163 From Cal Home Loan Fund	1,264 Activity Delivery
2413	5910 160 To BHS Econ Dev Fund	3,500	2160 3910 413 From 2013 CalHome	3,500 Activity Delivery
2611	5910 160 To BHS Econ Dev Fund	22,223	2160 3910 611 From 2011 Home Grant	22,223 Activity Delivery
2612	5910 160 To BHS Econ Dev Fund	42,801	2160 3910 612 From 2012 Home Grant	42,801 Activity Delivery
2924	5910 920 To Successor RDA NH	360,800	7650 3910 924 From RDA Obligation Retirement	360,800 Debt Service & Administration Fee
Total 201	3/14 Other Transfers Out	923,487	Total 2013/2014 Other Transfers In	923,487
_				
Total 201	3/2014 Transfers Out	2,644,303	Total 2013/2014 Transfers In	2,644,303

#### TOWN OF PARADISE Budget Transfers Report

#### FISCAL YEAR 2014/2015 TRANSFERS

	Account-Transfer Out	Amount	Account - Transfer In	Amount
2132	5910 120 To Gas Tax	9,000	2120 3910 132 From Federal HSIP	9,000 CIP 9367 Clark Road Safety Enhancements Wages
2132	5910 120 To Gas Tax	4,050	2120 3910 132 From Federal HSIP	4,050 CIP 9368 Cypress Curve Realignment Wages
2132	5910 120 To Gas Tax	13,500	2120 3910 132 From Federal HSIP	13,500 CIP 9369 Paradise Signal Upgrade
2132	5910 120 To Gas Tax	49,500	2120 3910 132 From Federal HSIP	49,500 CIP 9370 Pearson Road Shoulder Widening Wages
Total 201	4/15 Transfers Out to Fund 2120	76,050	Total 2014/2015 Transfers in to Fund 2120	76,050
	Account-Transfer Out	Amount	Account - Transfer In	Amount
2120	5910 100 To Capital Projects	4,050	2100 3910 120 From Gas Tax	4,050 CIP 9368 Cypress Curve Realignment
2120	5910 100 To Capital Projects	29,840	2100 3910 120 From Gas Tax	29,840 CIP 9369 Paradise Signal Upgrade
2120	5910 100 To Capital Projects	4,100	2100 3910 120 From Gas Tax	4,100 CIP 9370 Pearson Road Shoulder Widening
2132	5910 100 To Capital Projects	36,450	2100 3910 132 From Federal HSIP	36,450 CIP 9368 Cypress Curve Realignment
2132	5910 100 To Capital Projects	268,560	2100 3910 132 From Federal HSIP	268,560 CIP 9369 Paradise Signal Upgrade
2132	5910 100 To Capital Projects	36,900	2100 3910 132 From Federal HSIP	36,900 CIP 9370 Pearson Road Shoulder Widening
2132	5910 100 To Capital Projects	774,054	2100 3910 132 From Federal HSIP	774,054 CIP 9365 Skyway HSIP
5900	5910 100 To Capital Projects	425,104	2100 3910 900 From Transit	425,104 CIP 9365 Skyway HSIP
Total 201	4/15 Transfers Out to Fund 2100	1,579,058	Total 2014/2015 Transfers in to Fund 2100	1,579,058
	Account-Transfer Out	Amount	Account - Transfer In	Amount
2030	5910 010 To General Fund	81,125	1010 3910 030 From Building Safety Waste Water	81,125 Internal Svcs Allocated Costs
2030	5910 010 To General Fund	63,226	1010 3910 030 From Building Safety Waste Water	63,226 POB Payment
2070	5910 010 To General Fund	18,864	1010 3910 070 From Animal Control Fund	18.864 Internal Sycs Allocated Costs
2070	5910 010 To General Fund	9,862	1010 3910 070 From Animal Control Fund	9,862 POB Payment
2120	5910 010 To General Fund	93,170	1010 3910 120 From Gas Tax	93,170 Internal Svcs Allocated Costs
2120	5910 010 To General Fund	75,327	1010 3910 120 From Gas Tax	75,327 POB Payment
2140	5910 010 To General Fund	30,000	1010 3910 140 From Traffic Safety Fund	30,000 Operating Transfer
2160	5910 010 To General Fund	15,000	1010 3910 160 From BHS Econ Dev Fund	15,000 Internal Svcs Allocated Costs
2160	5910 010 To General Fund	16,403	1010 3910 160 From BHS Econ Dev Fund	16,403 POB Payment
2215	5910 010 To General Fund	6,500	1010 3910 215 From AVA Fund	6,500 AVA Activity Reimbursement
5900	5910 010 To General Fund	2,320	1010 3910 900 From Transit Fund	2,320 Internal Svcs Allocated Costs
5900	5910 010 To General Fund	2,486	1010 3910 900 From Transit Fund	2,486 POB Payment
7650	5910 010 To General Fund	3,200	1010 3910 650 From Successor Agency to RDA	3,200 Internal Svcs Allocated Costs
7650	5910 010 To General Fund	10,000	1010 3910 650 From Successor Agency to RDA	10,000 Legal Service Allocated Costs
7811	5910 070 To Animal Control Fund	16,381	2070 3910 811 From Animal Donation Fund	16,381 Deficit Fund Balance Contribution
2314	5910 160 To BHS Econ Dev Fund	19,156	2160 3910 314 From 2014 CDBG	19,156 Activity Delivery
2413	5910 160 To BHS Econ Dev Fund	38,500	2160 3910 413 From 2013 CalHome	38,500 Activity Delivery
2612	5910 160 To BHS Econ Dev Fund	45,860	2160 3910 612 From 2012 Home Grant	45,860 Activity Delivery
2924	5910 650 To Successor RDA NH	369,676	7650 3910 924 From RDA Obligation Retirement	369,676 Debt Service 917,056
10tai 201	4/15 Other Transfers Out	917,056	Total 2014/2015 Other Transfers In	917,000
Total 201	4/2015 Transfers Out	2,572,164	Total 2014/2015 Transfers In	2,572,164

FY 2015/2015

**General Fund** 

#### TOWN OF PARADISE GENERAL FUND SUMMARY

Fiscal \	ear/	2014/	15 B	udget
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riscai Teal 20	71-710 Baag	Audited Year 2012/13	Estimated Actual Year 2013/14	Budget Year 2014/15
Beginning Fund Balance		1,312,604	1,340,767	1,742,912
Revenues				
Property Taxes - Local				
Property Taxes - Secured		3,927,473	4,035,340	4,142,843
Property Taxes Unsecured		206,227	220,432	220,432
Property Taxes Prior Years		7,032	7,344	7,344
Property Taxes Supplemental		19,245	19,000	19,380
Property Transfer Tax	_	48,900	67,267	61,974
То	otal .	4,208,876	4,349,383	4,451,973
Non Property Taxes - Local				
General Sales and Use Tax		1,688,197	1,785,046	1,814,118
Franchise Taxes		811,052	829,502	841,905
Transient Occupancy Tax		190,085	176,346	173,125
Other Taxes		3,358	3,132	3,132
To	otal	2,692,692	2,794,026	2,832,280
Shared Taxes - State				
Motor Vehicle In-Lieu Tax		1,913,039	1,922,313	1,970,371
Property Tax Homeowners Apportionment		69,436	69,109	69,109
Other State/Fed - Miscellaneous	_	28,109	24,237	24,000
То	otal	2,010,584	2,015,659	2,063,480
Total All Taxes - Local and State		8,912,152	9,159,068	9,347,733
Charges for Local Services				
Administration Fees and Charges		1,650	968	1,065
Administration Misc Revenues & Reimbursement	is .	4,205	128,414	9,540
Police Fees and Charges		89,780	76,207	79,780
Fire Fees and Charges		146,295	32,219	29,657
CDD - Planning Fees and Charges		51,420	44,552	50,340
CDD - Waste Management Fees and Charges		50,928	44,593	46,926
Engineering Fees and Charges Paradise Community Park Fees and Charges		49,327 6,102	46,608 2,000	37,000 2,500
Investment Earnings		6,102 4,505	2,000 4,500	2,500 4,500
mvesument Earnings		4,505	4,500	4,500

	TOWN OF PARADISE ENERAL FUND SUMMARY iscal Year 2014/15 Budget			
	Ye	dited ear 2/13	Estimated Actual Year 2013/14	Budget Year 2014/15
Total Charges for Local Services	40	04,210	380,061	261,308
Total Revenue	9,31	16,362	9,539,129	9,609,041
Transfers In From Other Funds	60	07,102	462,299	427,483
Total Resources	9,92	23,465	10,001,428	10,036,524
Expenditures				
Non Departmental Expenditures	87	79,596	911,781	938,434
Council and Town Clerk	30	00,300	283,942	320,209
Administration	1,34	47,204	1,367,499	1,381,126
Police Programs	3,63	33,295	3,548,393	3,743,663
Fire Programs	· · · · · · · · · · · · · · · · · · ·	60,985	3,240,435	3,449,039
Community Development		96,513	212,607	168,565
Public Works - Engineering		48,743	18,736	17,816
Parks and Public Facilities		28,666	15,890	17,672
Total Expenditures	9,89	95,302	9,599,283	10,036,524
Subtotal General Fund Net Income	2	28,163	402,145	-
Ending Fund Balance	1,34	40,767	1,742,912	1,742,912
Designated Reserves				
Unassigned	1,34	40,767	1,742,912	1,742,912

	тс	WN OF PARA	DISE				
	Fiscal	Year 2014/201	5 Budget				
			2014	2014	2015	2015	2015 Town
		2013 Actual	Amended	Estimated	Department	Manager	Council
Account Num	ber Description	Amount	Budget	Amount	Requested	Recommend	Adopted
<b>Fund:</b> 1010 - Gen	eral Fund						
Revenues							
Department: 00	- Non Department Activity						
<b>Program:</b> 0000 -	Non Program Activity						
3110.311	Property Tax Current Secured	3,927,473	4,015,469	4,035,340	4,136,224	4,142,843	-
3110.312	Property Tax Current Unsecured	206,227	212,403	220,432	220,432	220,432	-
3110.315	Property Tax Prior Secured/Unsecured	7,032	7,344	7,344	7,344	7,344	-
3110.320	Property Tax General Supplemental	19,245	19,000	19,000	19,380	19,380	-
3130.325	General Sales and Use Tax Sales and Use Tax	1,688,197	1,770,000	1,785,046	1,814,118	1,814,118	-
3167.330	Real Property Transfer Tax	48,900	68,714	67,267	61,974	61,974	-
3182.335	Franchise Taxes Franchise Taxes	811,052	822,258	829,502	841,905	841,905	-
3185.340	Transient Occupancy Tax	190,085	175,067	176,346	173,125	173,125	-
3210.110	Business Licenses and Permits	3,209	2,000	3,000	3,000	3,000	-
3210.120	Business Licenses and Permits Bingo Regulation	149	132	132	132	132	-
3345.100	State Revenues - Other Refunds & Reimburse.	-	-	237	-	-	-
3345.200	State Revenues - Other Miscellaneous	28,109	24,000	24,000	24,000	24,000	-
3351.001	Property Tax Homeowners Apportionment	69,436	69,109	69,109	69,109	69,109	-
3356.001	State Motor Vehicle In Lieu	1,901,701	1,920,000	1,922,313	1,970,371	1,970,371	-
3356.003	State Motor Vehicle In Lieu Section Prior Year	11,338	-	-	-	-	-
3410.101	Administrative Services General Fees	19	27	38	15	15	-
3410.104	Administrative Services Returned Check Process	153	150	179	200	200	-
3410.112	Administrative Services Printed Material Produce	950	100	50	250	250	-
3410.113	Administrative Services Document Coyping	253	250	250	250	250	-
3410.114	Administrative Services Document Certification	30	290	450	250	250	-
3410.115	Administrative Services Research on Request	247	200	1	100	100	-
3410.150	Administrative Services Late Fees	(2)	-	-	-	-	-
3610.100	Interest Revenue Investments	4,477	6,000	4,500	4,500	4,500	-
3610.200	Interest Revenue Miscellaneous	27	-	-	-	-	-
3630.200	Rents and Royalties Billboard Rents and Leases	440	440	440	440	440	-
3901.100	Refunds & Reimbursements Miscellaneous	365	25,000	27,628	5,000	5,000	-
3902.100	Miscellaneous Revenue General	1,382	1,500	98,147	2,000	2,000	-
3902.110	Miscellaneous Revenue Cash Over and Short	(85)	99	99	-	-	-
<b>Department Tot</b>	al: 00 - Non Department Activity	8,920,408	9,139,552	9,290,850	9,354,119	9,360,738	-

		WN OF PARA					
Account Num	Fiscal Y	ear 2014/201 2013 Actual Amount	5 Budget 2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Town Council Adopted
Department: 25	- Finance						
•	Rental Properties						
3901.100	Refunds & Reimbursements Miscellaneous	2,103	2,100	2,100	2,100	2,100	_
Department Tot		2,103	2,100	2,100	2,100	2,100	-
Department: 30							
_	Non Program Activity						
3320.100	Federal Revenue - Other Refunds and	901	430	430	500	500	-
3345.004	State Revenues - Other POST Reimbursements	26,767	13,000	14,000	14,000	14,000	-
3345.100	State Revenues - Other Refunds & Reimbursements	11,951	11,439	12,128	12,000	12,000	-
3380.100	Local Government Revenue Fines and Forfeitures	24,800	25,000	22,000	22,000	22,000	-
3380.106	Local Government Revenue Administrative	3,200	1,000	-	-	-	-
3410.150	Administrative Services Late Fees	-	37	249	-	-	-
3421.100	Police Vehicle Repossession	126	200	168	150	150	-
3421.103	Police Weapons Storage Fee	-	282	282	300	300	-
3421.105	Police Cite Sign Off / VIN Verification	1,159	1,300	1,200	1,200	1,200	-
3421.110	Police DUI Accident & Arrest Processing	-	3,000	2,308	5,000	5,000	-
3421.111	Police Vehicle Impound Fee	1,344	1,400	1,344	1,200	1,200	-
3421.115	Police Police Report (Copy)	5,718	7,000	7,000	7,000	7,000	-
3421.120	Police Fingerprint Processing	6,714	5,500	5,500	6,000	6,000	-
3421.122	Police Visa/Clearance Letter	97	78	64	64	64	-
3421.128	Police Statutory Registration	330	700	700	700	700	-
3421.130	Police Reproduce/Sale of Tapes & Photos	156	190	151	150	150	-
3421.140	Police Alarm System Registration	282	200	980	500	500	-
3421.141	Police False Alarm Response	2,137	1,200	1,524	2,200	2,200	-
3421.180	Police Special Services	1,485	3,500	3,500	3,500	3,500	-
3421.185	Police Bicycle License	-	-	4	-	-	-
3421.187	Police Subpoena Duces Tecum	30	15	60	30	30	-
3421.235	Police Deer Validation	-	36	36	36	36	-
3901.100	Refunds & Reimbursements Miscellaneous	2,368	1,518	565	3,000	3,000	-
3901.140	Refunds & Reimbursements Negligence Cost	185	250	610	200	200	-
3902.100	Miscellaneous Revenue General	30	10	1,404	50	50	-

		WN OF PARA					
	Fiscal Y	ear 2014/201	2014	2014	2015	2015	2015 Tow
Account Num	ber Description	2013 Actual Amount	Amended Budget	Estimated Amount	Department Requested	Manager Recommend	Council Adopted
Department Tot		89,780	77,285	76,207	79,780	79,780	-
Department: 35							
_	Non Program Activity						
3320.100	Federal Revenue - Other Refunds and	30,975	-	-	-	-	-
3345.100	State Revenues - Other Refunds & Reimbursements	94,085	24,601	24,601	20,000	20,000	-
3380.103	Local Government Revenue Fines and Citations Fire	2,787	1,000	-	-	-	-
3410.150	Administrative Services Late Fees	653	25	14	20	20	-
3422.303	Fire Out Of Hours Burning Response	56	375	200	500	500	-
3422.304	Fire Fuel Reduction Burn Permit	1,032	500	476	500	500	-
3422.310	Fire Report Copying	204	50	35	40	40	-
3422.315	Fire Residential Burning Regulation	9,790	10,000	6,000	8,000	8,000	•
3422.330	Fire Campfire/Special Activity Permit	-	50	22	22	22	
3422.335	Fire Land Clearing Fire Regulation	75	75	75	75	75	-
3422.344	Fire Negligent/Reckless Cost Recovery	4,993	-	-	-	-	-
3422.375	Fire Stand By	585	-	-	-	-	
3901.100	Refunds & Reimbursements Miscellaneous	1,059	129	493	500	500	-
3901.140	Refunds & Reimbursements Negligence Cost	-	303	303	-	-	-
epartment Tot	tal: 35 - Fire	146,295	37,108	32,219	29,657	29,657	
epartment: 40	) - Community Development						
-	· CDD Planning						
3380.100	Local Government Revenue Fines and Forfeitures	300	-	-	-	-	
3380.101	Local Government Revenue Fines and Citations	22,230	17,000	15,000	18,000	18,000	
3400.101	CDD Planning Appeals Review	-	, -	80	, -	-	
3400.104	CDD Planning Tentative Parcel Map	-	825	-	1,750	1,750	
3400.106	CDD Planning Minor Map Modificaiton Review	305	-	-	-	-	
3400.108	CDD Planning Road Name Review	178	89	-	-	-	
3400.109	CDD Planning Street Address Change Review	76	68	203	130	130	
3400.111	CDD Planning Landscape Plan	648	648	457	500	500	
3400.123	CDD Planning Tree Pres/Protect Plan Review	95	80	160	80	80	
3400.130	CDD Planning General Plan Amend and Rezoning	-	1,000	-	2,000	2,000	
3400.139	CDD Planning Research on Request		77	158	160	160	

TOWN OF PARADISE							
Account Num	ber Description	Year 2014/201 2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Town Council Adopted
3400.140	CDD Planning Comm Zoning Interpretation	266	-	294	-	-	-
3400.147	CDD Planning Remote (Offsite) Parking Review	95	-	-	-	-	-
3400.149	CDD Planning DIF Adjust/Waiver Application	127	-	-	-	-	-
3400.170	CDD Planning Use Permit Class A	-	-	-	600	600	
3400.171	CDD Planning Use Permit Class B	952	500	-	1,000	1,000	-
3400.173	CDD Planning Temporary Use Permit	290	260	265	450	450	-
3400.174	CDD Planning Administrative Permit	2,308	3,500	3,200	2,500	2,500	-
3400.176	CDD Planning Home Occupation Permit	215	1,200	2,172	1,500	1,500	-
3400.177	CDD Planning Site Plan/Use Permit Mod Class A	-	290	290	-	-	-
3400.178	CDD Planning Site Plan/Use Permit Mod Class B	-	119	-	-	-	-
3400.184	CDD Planning Site Plan Review Class A	1,020	250	861	560	560	-
3400.185	CDD Planning Site Plan Review Class B	-	-	-	860	860	-
3400.186	CDD Planning Site Plan Review Class C	-	861	861	-	-	-
3400.195	CDD Planning Public Convenience/Necessity	88	-	-	-	-	-
3400.200	CDD Planning Tree Felling Permit	19,686	19,500	18,500	19,000	19,000	-
3400.307	CDD Planning Design Review Application	2,432	1,250	1,301	1,250	1,250	-
3901.100	Refunds & Reimbursements Miscellaneous	-	600	750	-	-	-
3902.100	Miscellaneous Revenue General	109	-	-	-	-	-
<b>Program Total:</b>	4720 - CDD Planning	51,420	48,117	44,552	50,340	50,340	-
Program: 4780 -	· CDD - Waste Management						
3182.335	Franchise Taxes Franchise Taxes	36,134	36,693	36,693	37,426	37,426	_
3345.200	State Revenues - Other Miscellaneous	175	-	-	-	-	_
3380.104	Local Government Revenue Fines and Citations	14,619	9,000	7,900	9,500	9,500	_
	4780 - CDD - Waste Management	50,928	45,693	44,593	46,926	46,926	-
Department: 45							
_	Public Works - Engineering	500	500			4 000	
3402.201	PW Engineering Final Parcel Map	680	680	-	-	1,000	-
3402.202	PW Engineering Final Subdivision Map Review	-	220	220	-	-	-
3402.220	PW Engineering Land Divisn/Pvt Develop Projects	7,035	5,000	24,142	3,000	10,490	-
3402.222	PW Engineering Improvement Agreement Review	260	130	352	260	260	-
3402.223	PW Engineering Engineering Site Plan	864	200	352	350	350	-

			DISE						
Fiscal Year 2014/2015 Budget									
			2014	2014	2015	2015	2015 Town		
	- · · ·	2013 Actual	Amended	Estimated	Department	Manager	Council		
	ber Description	Amount	Budget	Amount	Requested	Recommend	Adopted		
3402.224	PW Engineering Grading Check/Inspection	1,453	750	1,186	1,500	1,500	-		
3402.225	PW Engineering Cert of Correct w/out Hearing	-	50	-	-	-	-		
3402.227	PW Engineering Lot Merger Review	684	928	3,112	1,000	1,000	-		
3402.228	PW Engineering Lot Line Adjustment	1,010	750	-	1,000	1,000	-		
3402.230	PW Engineering Engineer Drain Plan/Calc Review	22,484	6,000	1,319	7,000	7,000	-		
3402.232	PW Engineering Erosion Control Plan Review	721	400	1,231	900	900	-		
3402.239	PW Engineering Hourly Fee	-	210	210	-	-	-		
3402.250	PW Engineering Oversized Vehicle Regulation	568	750	767	500	500	-		
3402.270	PW Engineering Encroachment Permit Fees	13,568	11,000	13,717	12,000	13,000	-		
Program Total:	4740 - Public Works - Engineering	49,327	27,068	46,608	27,510	37,000	-		
Program: 4745 -	Paradise Community Park								
3470.251	Parks & Recreation Space Rental	4,802	3,000	2,000	2,500	2,500	-		
3470.259	Parks & Recreation Donations	1,300	-	-	, -	-	-		
Program Total: ،	4745 - Paradise Community Park	6,102	3,000	2,000	2,500	2,500	-		
Revenue Grand	Totals:	9,316,362	9,379,923	9,539,129	9,592,932	9,609,041			
					J, J J L, J J L	9,009,041	-		
			0,010,020	,,,,,,,	3,332,332	9,609,041	-		
General Fund Tra	ansfers In		3,313,323	,,,,,,	3,332,332	9,009,041	•		
General Fund Tra 3910.030	ansfers In Transfers In From Development Services Fund	110,950	133,789	132,109	144,720	144,351			
		110,950 24,605					-		
3910.030	Transfers In From Development Services Fund		133,789	132,109	144,720	144,351	-		
3910.030 3910.070	Transfers In From Development Services Fund Transfers In From Animal Control	24,605	133,789	132,109	144,720	144,351	-		
3910.030 3910.070 3910.112	Transfers In From Development Services Fund Transfers In From Animal Control Transfers In From Federal CMAQ Fund	24,605 13,549	133,789 28,455 -	132,109 25,986 -	144,720 27,822 -	144,351 28,726 -	- - - -		
3910.030 3910.070 3910.112 3910.120	Transfers In From Development Services Fund Transfers In From Animal Control Transfers In From Federal CMAQ Fund Transfers In From State Gas Tax Fund	24,605 13,549 128,366	133,789 28,455 - 168,360	132,109 25,986 - 153,708	144,720 27,822 - 166,577	144,351 28,726 - 168,497	-		
3910.030 3910.070 3910.112 3910.120 3910.140	Transfers In From Development Services Fund Transfers In From Animal Control Transfers In From Federal CMAQ Fund Transfers In From State Gas Tax Fund Transfers In From Traffic Safety Fund	24,605 13,549 128,366 30,000	133,789 28,455 - 168,360 30,000	132,109 25,986 - 153,708 30,000	144,720 27,822 - 166,577 30,000	144,351 28,726 - 168,497 30,000	- - - - -		
3910.030 3910.070 3910.112 3910.120 3910.140 3910.160	Transfers In From Development Services Fund Transfers In From Animal Control Transfers In From Federal CMAQ Fund Transfers In From State Gas Tax Fund Transfers In From Traffic Safety Fund Transfers In From BHS Development Svcs Fund	24,605 13,549 128,366 30,000 24,027	133,789 28,455 - 168,360 30,000	132,109 25,986 - 153,708 30,000	144,720 27,822 - 166,577 30,000	144,351 28,726 - 168,497 30,000	- - - - -		
3910.030 3910.070 3910.112 3910.120 3910.140 3910.160 3910.204	Transfers In From Development Services Fund Transfers In From Animal Control Transfers In From Federal CMAQ Fund Transfers In From State Gas Tax Fund Transfers In From Traffic Safety Fund Transfers In From BHS Development Svcs Fund Transfers In From State SLESF Grant Fund	24,605 13,549 128,366 30,000 24,027 50,000 3,001	133,789 28,455 - 168,360 30,000 29,684	132,109 25,986 - 153,708 30,000 29,681	144,720 27,822 - 166,577 30,000 30,863	144,351 28,726 - 168,497 30,000 31,403	-		
3910.030 3910.070 3910.112 3910.120 3910.140 3910.160 3910.204 3910.215	Transfers In From Development Services Fund Transfers In From Animal Control Transfers In From Federal CMAQ Fund Transfers In From State Gas Tax Fund Transfers In From Traffic Safety Fund Transfers In From BHS Development Svcs Fund Transfers In From State SLESF Grant Fund Transfers In From Aband Vehicle Abate Fund	24,605 13,549 128,366 30,000 24,027 50,000 3,001 1,588	133,789 28,455 - 168,360 30,000 29,684	132,109 25,986 - 153,708 30,000 29,681	144,720 27,822 - 166,577 30,000 30,863	144,351 28,726 - 168,497 30,000 31,403	-		
3910.030 3910.070 3910.112 3910.120 3910.140 3910.160 3910.204 3910.215 3910.510	Transfers In From Development Services Fund Transfers In From Animal Control Transfers In From Federal CMAQ Fund Transfers In From State Gas Tax Fund Transfers In From Traffic Safety Fund Transfers In From BHS Development Svcs Fund Transfers In From State SLESF Grant Fund Transfers In From Aband Vehicle Abate Fund Transfers In From Impact Fees Road Imp Fund	24,605 13,549 128,366 30,000 24,027 50,000 3,001	133,789 28,455 - 168,360 30,000 29,684 - 5,000 -	132,109 25,986 - 153,708 30,000 29,681 - 5,600 -	144,720 27,822 - 166,577 30,000 30,863	144,351 28,726 - 168,497 30,000 31,403	-		
3910.030 3910.070 3910.112 3910.120 3910.140 3910.204 3910.204 3910.215 3910.510 3910.610 3910.628	Transfers In From Development Services Fund Transfers In From Animal Control Transfers In From Federal CMAQ Fund Transfers In From State Gas Tax Fund Transfers In From Traffic Safety Fund Transfers In From BHS Development Svcs Fund Transfers In From State SLESF Grant Fund Transfers In From Aband Vehicle Abate Fund Transfers In From Impact Fees Road Imp Fund Transfers In From TOP Trust Fund Transfers In From Gen Plan Fee	24,605 13,549 128,366 30,000 24,027 50,000 3,001 1,588	133,789 28,455 - 168,360 30,000 29,684	132,109 25,986 - 153,708 30,000 29,681	144,720 27,822 - 166,577 30,000 30,863 - 6,500 - -	144,351 28,726 - 168,497 30,000 31,403 - 6,500 - -	-		
3910.030 3910.070 3910.112 3910.120 3910.140 3910.160 3910.204 3910.215 3910.510 3910.610	Transfers In From Development Services Fund Transfers In From Animal Control Transfers In From Federal CMAQ Fund Transfers In From State Gas Tax Fund Transfers In From Traffic Safety Fund Transfers In From BHS Development Svcs Fund Transfers In From State SLESF Grant Fund Transfers In From Aband Vehicle Abate Fund Transfers In From Impact Fees Road Imp Fund Transfers In From TOP Trust Fund	24,605 13,549 128,366 30,000 24,027 50,000 3,001 1,588	133,789 28,455 - 168,360 30,000 29,684 - 5,000 -	132,109 25,986 - 153,708 30,000 29,681 - 5,600 -	144,720 27,822 - 166,577 30,000 30,863	144,351 28,726 - 168,497 30,000 31,403	-		

TOWN OF PARADISE  Fiscal Year 2014/2015 Budget								
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Town Council Adopted		
Transfers In Total	607,102	480,573	462,299	424,484	427,483	-		
Total Resources	9,923,465	9,860,496	10,001,428	10,017,416	10,036,524	-		

TOWN OF PARADISE Fiscal Year 2014/2015 Budget								
Account Num	ber Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted	
<b>Fund:</b> 1010 - Gen	eral Fund							
<u>Expenditures</u>								
Department: 00 -	Non Department Activity							
<b>Program:</b> 0000 - 1	Non Program Activity							
5225	Bank Fees and Charges	11,700	9,000	8,600	9,000	9,000	-	
5260	Miscellaneous	-	-	-	5,000	5,000	-	
5280.100	Bad Debt Write Off Expense	146	-	-	-	-	-	
5501	Debt Service Payment - Principal	609,441	597,612	597,612	580,547	580,547	-	
5502	Debt Service Payment - Interest	225,559	267,389	267,389	309,453	309,453	-	
5502.150	Debt Service Payment - Interest Interfund Loans	5,606	3,152	3,152	971	971	-	
5502.201	Debt Service Payment - Interest Tax Anticipation	19,744	26,878	26,878	25,313	25,313	-	
5510.201	Bond Payments - Issuance Costs Tax Anticipation	7,400	8,150	8,150	8,150	8,150	-	
Department Tot	al: 00 - Non Department Activity	879,596	912,181	911,781	938,434	938,434	-	
Non Departmen	t Expenditure Grand Totals:	879,596	912,181	911,781	938,434	938,434	-	



#### **Town of Paradise**

Budget Transactions Report Budget Year of 2014/15

G/L Account	Transaction	Number of Units	Cost per Unit	Total Amount
EXPENSES				
Fund 1010 - Genera	Fund			
Department 00 - N	on Department Activity			
	Non Program Activity			
Accourt 1010.00.0000.5225	t 5225 - Bank Fees and Charges Bank and Merchant Fees	1.00	9,000.00	9,000.00
	Account 5225 - Bank Fees and Charges Totals	Transactions	1	\$9,000.00
Accour	at 5260 - Miscellaneous			
1010.00.0000.5260	Contingency Budget for Emergency Purchase or Repair	1.00	5,000.00	5,000.00
	Account <b>5260 - Miscellaneous</b> Totals	Transactions	1	\$5,000.00
Accour				
1010.00.0000.5501	Pension Obligation Bond Principal Payment	1.00	580,547.00	580,547.00
	Account 5501 - Debt Service Payment - Principal Totals	Transactions	1	\$580,547.00
Accoun				
1010.00.0000.5502	Pension Obligation Bond Interest Payment	1.00	309,453.00	309,453.00
	Account 5502 - Debt Service Payment - Interest Totals	Transactions	1	\$309,453.00
Accour		1.00	070.00	070.00
1010.00.0000.5502.150	Interest Payment on Loans from Building Enterprise Fund	1.00	970.90	970.90
	Account 5502.150 - Debt Service Payment - Interest Interfund Loans Totals	Transactions	1	\$970.90
Accoun		4.00	25 242 00	25 242 00
1010.00.0000.5502.201	TRANS Financing \$2.25 Million at 1.5% for 9 Months	1.00	25,313.00	25,313.00
	Account 5502.201 - Debt Service Payment - Interest Tax Anticipation Notes Totals	Transactions	1	\$25,313.00
Accoun		4.00		0.450.00
1010.00.0000.5510.201	TRANS Issuance Costs	1.00	8,150.00	8,150.00
	Account 5510.201 - Bond Payments - Issuance Costs Tax Anticipation Notes Totals	Transactions	1	\$8,150.00

# TOWN OF PARADISE General Fund Expenditure Summary by Division Fiscal Year 2014/15 Budget

		2014	2015		
	2013 Audited	Estimated	Department	2015 Manager	2015 Council
	Actual	Actual	Requested	Recommend	Adopted
Non Department Activity	879,596	911,781	938,434	938,434	-
Town Council	35,714	36,858	36,524	36,524	-
Town Clerk	264,586	247,084	283,685	283,685	-
Town Manager	166,121	151,859	164,128	164,128	-
Central Services	527,933	562,463	555,026	547,601	-
HR & Risk Management	59,957	70,482	82,499	82,499	-
Legal Services	192,510	191,535	180,610	180,610	-
Finance	210,252	201,384	209,469	208,826	-
Police - Administration	717,394	717,388	725,429	723,529	-
Police - Operations	2,075,507	2,094,048	2,240,315	2,240,315	-
Public Safety Communications	840,394	736,957	784,464	779,819	-
Fleet Management	174,154	179,692	187,995	187,995	-
<b>Emergency Operations Center</b>	16,277	10,084	9,467	9,467	-
Fire - Administration	188,051	175,413	178,965	175,535	-
Fire - Suppression	3,250,397	3,041,630	3,243,263	3,243,263	-
Fire - Volunteer Program	22,538	23,392	30,241	30,241	-
Planning	164,280	180,120	123,732	123,732	-
Waste Management	32,233	32,487	44,833	44,833	-
Engineering	48,743	18,736	17,816	17,816	-
Community Park	24,117	10,590	12,280	12,280	-
Facilities	4,549	5,300	5,392	5,392	-
Total	9,895,303	9,599,283	10,054,567	10,036,524	-

FY 2014/2015

**Town Council** 

TOWN OF PARADISE Fiscal Year 2014/15 Budget								
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted		
Fund: 1010 - General Fund								
Department: 10 - Legislative								
Program: 4000 - Town Council								
Expenditures								
5100 Personnel Services	24,709	25,208	25,028	25,359	25,359	-		
5200 Supplies and Services	11,005	11,230	11,830	11,165	11,165	-		
5300 Capital Outlay	-	-	-	-	-	-		
5500 Debt Service	-	-	-	-	-	-		
Total Expenditures	35,714	36,438	36,858	36,524	36,524			
Revenues								
Service Fees								
Fines and Forfeitures								
Other								
Total Revenues	-	-	-					
Net General Fund Support	35,714	36,438	36,858	36,524	36,524	-		
Fiscal Year 2014-2015 Personnel Allocation								
		Percent		Allocated Wages &				
Position/Title	Weekly Hours	Allocated	Part Time	Benefits				
Mayor and Council Members		100%	5	25,359				

TOWN OF PARADISE  Fiscal Year 2014/15 Budget								
Account Num	ber Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted	
<b>Fund:</b> 1010 - Gen	eral Fund						_	
<u>Expenditures</u>								
Department: 10	- Legislative							
<b>Program:</b> 4000 -	Town Council							
5101	Salaries - Permanent	17,340	17,820	17,640	18,000	18,000	-	
5107	Car Allowance/Mileage	5,400	5,400	5,400	5,400	5,400	-	
5111	Medicare	339	339	339	339	339	-	
5112.102	Retirement Contribution Social Security	1,451	1,451	1,451	1,451	1,451	-	
5113	Worker's Compensation	179	198	198	169	169	-	
5202.100	Operating Supplies General	376	100	170	150	150	-	
5219.100	Printing General	-	-	46	100	100	-	
5220.100	Employee Development General	10,629	11,130	11,614	10,915	10,915	-	
	Expenditure Grand Totals:	35,714	36,438	36,858	36,524	36,524	-	



#### **Town of Paradise**

Budget Transaction Report Budget Year of 2014/15

G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 1010 - General F	und				
Department 10 - Leg	islative				
Program 4000 - T	own Council				
Account 1010.10.4000.5202.100	5202.100 - Operating Supplies General Frames for Documents and Other Supplies		1.00	150.00	150.00
		Account 5202.100 - Operating Supplies General Totals	Transactions	1	\$150.00
Account	5219.100 - Printing General				
1010.10.4000.5219.100	Business Cards		2.00	50.00	100.00
		Account <b>5219.100 - Printing General</b> Totals	Transactions	1	\$100.00
Account 1010.10.4000.5220.100	5220.100 - Employee Development General LCC Annual Membership Dues		1.00	9,865.00	9,865.00
1010.10.4000.5220.100	Professional Development (LCC Activity)		2.00	525.00	1,050.00
		Account <b>5220.100 - Employee Development General</b> Totals	Transactions	2	\$10,915.00

Town Clerk

		WN OF PARAI Year 2014/15					
Account Number Description		2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Counci Adopted
Fund: 1010 - General Fund							
<b>Department:</b> 15 - Town Clerk							
<b>Program:</b> 4100 - Town Clerk							
Expenditures							
5100 Personnel Services		233,642	233,100	233,264	244,690	244,690	-
5200 Supplies and Service	ces	30,750	14,905	13,626	38,995	38,995	-
5300 Capital Outlay		-	-	-	-	-	-
5500 Debt Service		194	194	194	-	-	-
Total Expenditures		264,586	248,199	247,084	283,685	283,685	-
Revenues							
Service Fees							
Fines and Forfeitur	res						
Other							
Total Revenues		_	-	-	-	-	-
Net General Fund Support		264,586	248,199	247,084	283,685	283,685	<u>-</u>
Net deficial i dila support		204,380	240,133	247,084	283,083	283,083	-
Fiscal Year 2014-2	015 Personnel Allocation						
			Percent	Full Time	Allocated Wages &		
Position/1	Title	Weekly Hours	Allocated	Equiv	Benefits		
Town Clerk		40	99%	0.99	126,911		
Assistant Town Cle	rk	40	100%	1.00	99,586		
			Total	1.99	226,497	_	
Allocation to Othe	r Programs						
Town Clerk		RDA 1%					

TOWN OF PARADISE  Fiscal Year 2014/2015 Budget								
Account Numl	per Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted	
<b>Fund:</b> 1010 - Gen	·				•		•	
Expenditures								
Department: 15 -	Town Clerk							
Program: 4100 - 1								
5101	Salaries - Permanent	157,264	159,902	160,346	169,033	169,033	-	
5103.102	Differential Pay Out of Class	283	-	-	-	-	-	
5106.100	Incentives & Admin Leave Administrative Leave	8,179	8,257	8,257	8,635	8,635	-	
5106.200	Incentives & Admin Leave Gym Reimbursement	90	-	-	-	-	-	
5107	Car Allowance/Mileage	2,400	2,400	2,400	2,381	2,381	-	
5111	Medicare	2,320	2,416	2,394	2,611	2,611	-	
5112.101	Retirement Contribution PERS	19,412	18,461	18,472	21,283	21,283	-	
5113	Worker's Compensation	1,665	1,766	1,766	1,587	1,587	-	
5114.101	Health Insurance Medical	15,613	17,930	17,870	18,141	18,141	-	
5114.102	Health Insurance Dental	2,269	-	-	-	-	-	
5114.103	Health Insurance Vision	293	-	-	-	-	-	
5116.101	Life and Disability Insurance Life & Disab.	570	1,567	1,620	1,682	1,682	-	
5116.102	Life and Disability Insurance Long Term/Short Term	884	-	-	-	-	-	
5119.100	Retiree Costs Medical Insurance	22,399	20,401	20,139	19,337	19,337	-	
5201.100	Office Supplies General	176	200	66	175	175	-	
5202.100	Operating Supplies General	142	150	80	150	150	-	
5204	Subscriptions and Code Books	2,087	1,705	124	60	60	-	
5210.100	Postage General	176	200	150	175	175	-	
5213.100	Professional/Contract Services General	7,665	10,078	10,400	10,535	10,535	-	
5214.100	Repair and Maint Service General	315	-	-	-	-	-	
5218.100	Advertising General	1,761	2,000	2,806	2,900	2,900	-	
5220.100	Employee Development General	1,310	572	-	-	-	-	
5221	Election-County Services	17,118	-	-	25,000	25,000	-	
5501	Debt Service Payment - Principal	194	194	194	-	-	-	
Expenditure Gra	and Totals:	264,586	248,199	247,084	283,685	283,685	-	



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 1010 - General Fu	nd				
Department 15 - Tow					
Program 4100 - To					
1010.15.4100.5119.100	5119.100 - Retiree Costs Medical Insurance Retiree Medical Premium		1.00	19,337.00	19,337.00
		Account 5119.100 - Retiree Costs Medical Insurance Totals	Transactions	1	\$19,337.00
Account	5201.100 - Office Supplies General				
1010.15.4100.5201.100	Supplies		1.00	175.00	175.00
		Account <b>5201.100 - Office Supplies General</b> Totals	Transactions	1	\$175.00
	5202.100 - Operating Supplies General				
1010.15.4100.5202.100	Operating Supplies		1.00	150.00	150.00
		Account <b>5202.100 - Operating Supplies General</b> Totals	Transactions	1	\$150.00
Account 1010.15.4100.5204	5204 - Subscriptions and Code Books		1.00	CO 00	60.00
1010.15.4100.5204	Newspaper Subscription			60.00	\$60.00
		Account <b>5204 - Subscriptions and Code Books</b> Totals	Transactions	1	\$60.00
Account 1010.15.4100.5210.100	5210.100 - Postage General Postage		1.00	175.00	175.00
		Account 5210.100 - Postage General Totals	Transactions	1	\$175.00
Account	5213.100 - Professional/Contract Services General	Account 3210.100 - Fostage deficial Totals			
1010.15.4100.5213.100	Agenda Pal Automated Agenda Services		12.00	399.00	4,788.00
1010.15.4100.5213.100	Membership Dues - IIMC & CCAC		1.00	312.00	312.00
1010.15.4100.5213.100	MuniCode - Code Online		1.00	550.00	550.00
1010.15.4100.5213.100	MuniCode - PMC Editorial & Codification (258 pages)		1.00	4,386.00	4,386.00
1010.15.4100.5213.100	MuniMetrix - Record Indexing Services		1.00	499.00	499.00
	Accour	t 5213.100 - Professional/Contract Services General Totals	Transactions	5	\$10,535.00
	5218.100 - Advertising General				
1010.15.4100.5218.100	Legal Publications \$6.40 column inch or \$116 per page		1.00	2,900.00	2,900.00
		Account <b>5218.100 - Advertising General</b> Totals	Transactions	1	\$2,900.00
	5221 - Election-County Services		1.00	0.000.00	0.000.00
1010.15.4100.5221	2014 Ballot Measure Cost Estimate		1.00	8,000.00	8,000.00
1010.15.4100.5221	2014 Election Cost		1.00	17,000.00	17,000.00
		Account <b>5221 - Election-County Services</b> Totals	Transactions	2	\$25,000.00

Town Manager

	WN OF PARAL					
FISCAL	Year 2014/15	2014	2014	2015	2015	2045 - 0
Account Number Description	2013 Actual Amount	Amended Budget	Estimated Amount	Department Requested	Manager Recommend	2015 Counci Adopted
Fund: 1010 - General Fund						
Department: 20 - Administrative Services						
Program: 4200 - Town Manager						
Expenditures						
5100 Personnel Services	165,130	150,065	151,393	163,908	163,908	-
5200 Supplies and Services	797	301	272	220	220	-
5300 Capital Outlay	-	-	-	-	-	-
5500 Debt Service	194	194	194	-	-	-
Total Expenditures	166,121	150,560	151,859	164,128	164,128	-
Revenues						
Service Fees						
Fines and Forfeitures						
Other						
Total Revenues	-					
Net General Fund Support	166,121	150,560	151,859	164,128	164,128	-
Fiscal Year 2014-2015 Personnel Allocation						
Position/Title	Weekly Hours	Percent Allocated	Full Time Equiv	Allocated Wages & Benefits		
Taura Managan	40	C 40/	0.64	404 202		
Town Manager	40	64%	0.64	104,303		
Administrative Analyst	40	35% <b>_</b> Total	0.35 0.99	20,853 125,156	-	
Allocation to Other Programs  Town Manager	BHS 20%: Gas Ta	ax 15%; RDA 1%				

		WN OF PARA Year 2014/15					
Account Num	nber Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 1010 - Ger	neral Fund						
<u>Expenditures</u>							
Department: 20	- Administrative Services						
<b>Program:</b> 4200 -	Town Manager						
5101	Salaries - Permanent	32,139	86,032	86,272	96,065	96,065	-
5102	Salaries - Temporary	46,687	-	-	-	-	-
5106.100	Incentives & Admin Leave Administrative Leave	4,447	4,336	4,336	4,736	4,736	-
5107	Car Allowance/Mileage	168	1,502	1,567	1,545	1,545	-
5111	Medicare	1,580	161	208	203	203	-
5112.101	Retirement Contribution PERS	3,744	9,354	9,380	11,209	11,209	-
5113	Worker's Compensation	244	976	976	902	902	-
5114.101	Health Insurance Medical	5,312	8,626	8,640	9,088	9,088	-
5114.102	Health Insurance Dental	562	-	-	-	-	-
5114.103	Health Insurance Vision	47	-	-	-	-	-
5116.101	Life and Disability Insurance Life & Disab.	126	757	890	759	759	-
5116.102	Life and Disability Insurance Long Term/Short Term	199	-	-	-	-	-
5119.100	Retiree Costs Medical Insurance	35,504	38,043	38,846	39,401	39,401	-
5122	Accrual Bank Payoff	34,370	278	278	-	-	-
5201.100	Office Supplies General	40	100	100	100	100	-
5202.100	Operating Supplies General	-	100	75	100	100	-
5210.100	Postage General	5	24	20	20	20	-
5213.100	Professional/Contract Services General	19	77	77	-	-	-
5214.100	Repair and Maint Service General	500	-	-	-	-	-
5260	Miscellaneous	234	-	-	-	-	-
5501	Debt Service Payment - Principal	194	194	194	-	-	-
Expenditure Gra	and Totals:	166,121	150,560	151,859	164,128	164,128	-



**Budget Transaction Report** Budget Year of 2014/15

G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 1010 - Genera	al Fund				
Department 20 - A	Administrative Services				
Program 4200	- Town Manager				
Accord 1010.20.4200.5119.100	unt 5119.100 - Retiree Costs Medical Insurance Retiree Health Premium		1.00	39,401.00	39,401.00
		Account 5119.100 - Retiree Costs Medical Insurance Totals	Transactions	1	\$39,401.00
Accord 1010.20.4200.5201.100	unt <b>5201.100 - Office Supplies General</b> General Office Supplies		1.00	100.00	100.00
		Account <b>5201.100 - Office Supplies General</b> Totals	Transactions	1	\$100.00
Accord 1010.20.4200.5202.100	unt 5202.100 - Operating Supplies General General Operating Supplies		1.00	100.00	100.00
		Account <b>5202.100 - Operating Supplies General</b> Totals	Transactions	1	\$100.00
Accord 1010.20.4200.5210.100	unt <b>5210.100 - Postage General</b> Postage		1.00	20.00	20.00
	-	Account 5210.100 - Postage General Totals	Transactions	1	\$20.00

Account **5210.100 - Postage General** Totals

# Emergency Operations Center (EOC)

TOWN OF PARADISE							
Fisca	al Year 2014/15	Budget					
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted	
Fund: 1010 - General Fund							
Department: 20 - Administrative Services							
Program: 4615 - Emergency Operation Center							
Expenditures							
5100 Personnel Services	-	-	-	-	-	-	
5200 Supplies and Services	16,277	10,269	10,084	9,467	9,467	-	
5300 Capital Outlay	-	-	-	-	-	-	
5500 Debt Service	-	-	-	-	-	-	
Total Expenditures	16,277	10,269	10,084	9,467	9,467		
Revenues							
Service Fees							
Fines and Forfeitures							
Other							
Total Revenues	-	-	-	-	-	-	
Net General Fund Support	16,277	10,269	10,084	9,467	9,467	-	

TOWN OF PARADISE  Fiscal Year 2014/15 Budget								
Account Numl	per Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted	
<b>Fund:</b> 1010 - Gene	eral Fund							
<u>Expenditures</u>								
Department: 20 -	Adminastrative Services							
<b>Program:</b> 4615 - F	Fire - EOC							
5202.100	Operating Supplies General	71	50	16	50	50	-	
5203.100	Repairs and Maint Supplies General	53	-	-	-	-	-	
5213.100	Professional/Contract Services General	152	120	120	120	120	-	
5214.100	Repair and Maint Service General	12,000	6,098	6,098	5,260	5,260	-	
5216.100	Communications General Services	4,001	4,001	3,850	4,037	4,037	-	
Expenditure Gra	and Totals:	16,277	10,269	10,084	9,467	9,467	-	



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 1010 - General F	und				
Department 35 - Fire					
Program <b>4615 - F</b>					
Account 1010.35.4615.5202.100	5202.100 - Operating Supplies General EOC Supplies		1.00	50.00	50.00
		Account 5202.100 - Operating Supplies General Totals	Transactions	1	\$50.00
Account	5213.100 - Professional/Contract Services General				
1010.35.4615.5213.100	Electricity Usage (1500 Radio)		1.00	120.00	120.00
	A	account 5213.100 - Professional/Contract Services General Totals	Transactions	1	\$120.00
Account	5214.100 - Repair and Maint Service General				
1010.35.4615.5214.100	Emergency Contact Notification System (Cassidian)		1.00	5,260.00	5,260.00
		Account 5214.100 - Repair and Maint Service General Totals	Transactions	1	\$5,260.00
Account	5216.100 - Communications General Services				
1010.35.4615.5216.100	EOC Cell Phone		12.00	.44	5.28
1010.35.4615.5216.100	EOC Telephone Line		12.00	16.61	199.32
1010.35.4615.5216.100	Feather River Equipment Lease		12.00	119.33	1,431.96
1010.35.4615.5216.100	Three Repeaters		12.00	200.01	2,400.12
		Account 5216.100 - Communications General Services Totals	Transactions	4	\$4,036.68

Human Resources/Risk Management

TOWN OF PARADISE Fiscal Year 2014/15 Budget								
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted		
Fund: 1010 - General Fund								
Department: 20 - Administrative Services								
Program: 4203 - HR and Risk Management								
Expenditures								
5100 Personnel Services	56,934	68,020	68,243	80,194	80,194	-		
5200 Supplies and Services	3,023	3,249	2,239	2,305	2,305	-		
5300 Capital Outlay	-	-	-	-	-	-		
5500 Debt Service	-	-	-	-	-	-		
Total Expenditures	59,957	71,269	70,482	82,499	82,499	-		
Revenues								
Service Fees								
Fines and Forfeitures								
Other								
Total Revenues				-				
Net General Fund Support	59,957	71,269	70,482	82,499	82,499	-		
Fiscal Year 2014-2015 Personnel Allocation					ı			
Position/Title	Weekly Hours	Percent Allocated	Full Time Equiv	Allocated Wages & Benefits				
HR/Risk Manager	36	100%	0.90	78,444				

	TOWN OF PARADISE  Budget Worksheet Report									
Account Number	er Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted			
Fund: 1010 - Gener	·				· ·		·			
<u>Expenditures</u>										
Department: 20 - A	Administrative Services									
<b>Program:</b> 4203 - H	R and Risk Management									
5101	Salaries - Permanent	37,326	42,854	42,984	51,667	51,667	-			
5105	Salaries - Overtime/FLSA	44	-	-	-	-	-			
5106.100	Incentives & Admin Leave Administrative Leave	-	1,267	1,267	2,469	2,469	-			
5111	Medicare	553	618	571	785	785	-			
5112.101	Retirement Contribution PERS	4,116	4,947	4,954	6,505	6,505	-			
5113	Worker's Compensation	359	398	398	485	485	-			
5114.101	Health Insurance Medical	9,796	15,387	15,414	15,523	15,523	-			
5114.102	Health Insurance Dental	1,017	-	-	-	-	-			
5114.103	Health Insurance Vision	94	-	-	-	-	-			
5116.101	Life and Disability Insurance Life & Disab.	212	549	557	660	660	-			
5116.102	Life and Disability Insurance Long Term/Short Term	235	-	-	-	-	-			
5119.120	Retiree Costs PERS 1959 Survivor Benefits	2,256	2,000	2,098	2,100	2,100	-			
5122	Accrual Bank Payoff	925	-	-	-	-	-			
5201.100	Office Supplies General	54	25	10	10	10	-			
5202.100	Operating Supplies General	463	450	340	345	345	-			
5210.100	Postage General	65	50	15	50	50	-			
5213.100	Professional/Contract Services General	1,608	1,874	1,874	1,900	1,900	-			
5220.100	Employee Development General	785	800	-	-	-	-			
5223.105	Meals and Refreshments Emergencies and	49	50	-	-	-	-			
<b>Expenditure Gran</b>	nd Totals:	59,957	71,269	70,482	82,499	82,499	-			



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 1010 - General	Fund				
Department 20 - A	Iministrative Services				
	HR and Risk Management				
Accour 1010.20.4203.5119.120	t 5119.120 - Retiree Costs PERS 1959 Survivor Ben PERS Survivor Benefits	efits	1.00	2,100.00	2,100.00
		ccount 5119.120 - Retiree Costs PERS 1959 Survivor Benefits Totals	Transactions	1	\$2,100.00
Accour					
1010.20.4203.5201.100	Misc. Office Supplies		1.00	10.00	10.00
		Account 5201.100 - Office Supplies General Totals	Transactions	1	\$10.00
Accourt 1010.20.4203.5202.100	t 5202.100 - Operating Supplies General Cal Biz Government Posters		1.00	120.00	120.00
1010.20.4203.5202.100	Printer Cartridges		1.00	175.00	175.00
1010.20.4203.5202.100	Safety Supplies		1.00	50.00	50.00
		Account <b>5202.100 - Operating Supplies General</b> Totals	Transactions	3	\$345.00
Accour					
1010.20.4203.5210.100	Postage for Employee and Applicant Letters		1.00	50.00	50.00
		Account 5210.100 - Postage General Totals	Transactions	1	\$50.00
Accourt 1010.20.4203.5213.100	5213.100 - Professional/Contract Services Genera Employee Assistance Program (All Employees)	ıl	1.00	1,900.00	1,900.00
	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Account 5213.100 - Professional/Contract Services General Totals	Transactions	1	\$1,900.00

# **Business & Housing Services**

			F PARADISI 2014/15 But				
Account Number	Description	2013 Actual Amount	2014 2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Department: 55 - Bus Program: 4800 - Dev	s & Housing Services iness & Housing Services elopment Services						
Expenditures 5100	Darrage at Comitana	05.670	24.022	F0 000	CO 244	00 244	
	Personnel Services	85,678	31,923	53,333	60,341	60,341	-
5200 5300	Supplies and Services	3,637	5,000	307	10,445	10,445	-
5500 5500	Capital Outlay Debt Services	-	-	-	-	-	-
5500	Debt Services	-	-	-	-	-	-
Total Expenditures		89,315	36,923	53,640	70,786	70,786	-
Revenues							
	Service Fees	-	-	-	-	-	-
	Fines and Forfeitures	-	-	-	-	-	-
	Other	470	4,200	6,043	300	200	-
Total Revenues		470	4,200	6,043	300	200	-
Net Income		(88,845)	(32,723)	(47,597)	(70,486)	(70,586)	_
Transfers (In)		39,359	109,099	100,388	103,516	103,516	_
Transfers (Out)		(24,027)	(29,684)	(29,681)	(31,403)		-
Ending Fund Balance	•	55,413	102,105	78,523	80,150	80,050	-

	4 - 2015 Personnel	Allocation		
Position/Title	Weekly Hours	Percent Allocated	Full Time Equiv	Allocated Wages & Benefits
Town Manager	40.00	20%	0.20	32,402
Housing Supervisor	36.00	100%	0.90	78,556
Administrative Analyst	40.00	65%	0.65	38,727
Sr. Fin. Services Clerk	40.00	10%	0.10	5,444
		Total	1.85	155,129
Allocation to Other Programs				
Town Manager	Town Mgr 64%;	; Gas Tax 15%;	RDA 1%	
Administrative Analyst	Town Mgr 35%			
Sr. Fin. Services Clerk	Central Svs 90%	%		

		VN OF PARA					
	Fiscal	Year 2014/15				2015	
Account Numb	er Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
<b>Fund:</b> 2160 - Busin	ess & Housing Services						
Revenues							
Department: 55 - 1	Business & Housing Services						
<b>Program:</b> 4800 - D	evelopment Services						
3610.100	Interest Revenue Investments	245	300	200	300	200	-
3901.100	Refunds & Reimbursements Miscellaneous	-	3,900	5,393	-	-	-
3902.100	Miscellaneous Revenue General	225	-	450	-	-	-
3910.162	Transfers In From BHS Home Loan Repay Fund	8,981	-	30,600	-	-	-
3910.163	Transfers In From BHS Cal Home Loan Fund	-	-	1,264	-	-	-
3910.261	Transfers In From 2010 HOME Grant	2,600	-	-	-	-	-
3910.314	Transfers In From BHS CDBG 2014 Grant	-	-	-	19,156	19,156	-
3910.413	Transfers In From 2013 CalHome Grant	-	-	3,500	38,500	38,500	-
3910.611	Transfers In From 2011 Home Grant	27,778	22,223	22,223	-	-	-
3910.612	Transfers In From 2012 Home Grant	-	86,876	42,801	45,860	45,860	-
Revenues Total		39,829	113,299	106,431	103,816	103,716	-
F dit							
Expenditures  Department: 55 - 1	Rusinass & Housing Sarvices						
Department: 55 -	Business & Housing Services						
<b>Department:</b> 55 - Program: 4800 - D	evelopment Services	142 140	103 564	96 195	106 761	106 761	
<b>Department:</b> 55 -   <b>Program:</b> 4800 - D 5101	evelopment Services Salaries - Permanent	142,140	103,564	96,195	106,761	106,761	-
Department: 55 - 1 Program: 4800 - D 5101 5106.100	evelopment Services Salaries - Permanent Incentives & Admin Leave Administrative Leave	142,140 4,922	3,332	96,195 3,332	106,761 3,918	106,761 3,918	- - -
Department: 55 - 1 Program: 4800 - D 5101 5106.100 5106.200	evelopment Services Salaries - Permanent Incentives & Admin Leave Administrative Leave Incentives & Admin Leave Gym Reimbursement	4,922	3,332 234	3,332	3,918	3,918	- - -
Department: 55 - 1 Program: 4800 - D 5101 5106.100 5106.200 5107	evelopment Services Salaries - Permanent Incentives & Admin Leave Administrative Leave Incentives & Admin Leave Gym Reimbursement Car Allowance/Mileage	4,922 - 1,800	3,332 234 480	3,332 - 535	3,918 - 480	3,918 - 480	- - - -
Department: 55 - 19 Program: 4800 - D 5101 5106.100 5106.200 5107 5111	evelopment Services Salaries - Permanent Incentives & Admin Leave Administrative Leave Incentives & Admin Leave Gym Reimbursement Car Allowance/Mileage Medicare	4,922 - 1,800 868	3,332 234 480 1,195	3,332 - 535 1,000	3,918 - 480 1,214	3,918 - 480 1,214	- - - -
Department: 55 - 1 Program: 4800 - D 5101 5106.100 5106.200 5107 5111 5112.101	evelopment Services Salaries - Permanent Incentives & Admin Leave Administrative Leave Incentives & Admin Leave Gym Reimbursement Car Allowance/Mileage Medicare Retirement Contribution PERS	4,922 - 1,800 868 19,093	3,332 234 480 1,195 11,455	3,332 - 535 1,000 9,635	3,918 - 480 1,214 11,573	3,918 - 480 1,214 11,573	- - - - -
Department: 55 - 19 Program: 4800 - D 5101 5106.100 5106.200 5107 5111 5112.101 5113	evelopment Services Salaries - Permanent Incentives & Admin Leave Administrative Leave Incentives & Admin Leave Gym Reimbursement Car Allowance/Mileage Medicare Retirement Contribution PERS Worker's Compensation	4,922 - 1,800 868 19,093 1,359	3,332 234 480 1,195 11,455 949	3,332 - 535 1,000 9,635 949	3,918 - 480 1,214 11,573 1,002	3,918 - 480 1,214 11,573 1,002	- - - - -
Department: 55 - 1 Program: 4800 - D 5101 5106.100 5106.200 5107 5111 5112.101 5113 5114.101	evelopment Services Salaries - Permanent Incentives & Admin Leave Administrative Leave Incentives & Admin Leave Gym Reimbursement Car Allowance/Mileage Medicare Retirement Contribution PERS Worker's Compensation Health Insurance Medical	4,922 - 1,800 868 19,093 1,359 20,741	3,332 234 480 1,195 11,455	3,332 - 535 1,000 9,635	3,918 - 480 1,214 11,573	3,918 - 480 1,214 11,573	- - - - - -
Department: 55 - 1 Program: 4800 - D 5101 5106.100 5106.200 5107 5111 5112.101 5113 5114.101 5114.102	evelopment Services Salaries - Permanent Incentives & Admin Leave Administrative Leave Incentives & Admin Leave Gym Reimbursement Car Allowance/Mileage Medicare Retirement Contribution PERS Worker's Compensation Health Insurance Medical Health Insurance Dental	4,922 - 1,800 868 19,093 1,359 20,741 2,433	3,332 234 480 1,195 11,455 949	3,332 - 535 1,000 9,635 949	3,918 - 480 1,214 11,573 1,002	3,918 - 480 1,214 11,573 1,002	- - - - - -
Department: 55 - 19 Program: 4800 - D 5101 5106.100 5106.200 5107 5111 5112.101 5113 5114.101 5114.102 5114.103	evelopment Services Salaries - Permanent Incentives & Admin Leave Administrative Leave Incentives & Admin Leave Gym Reimbursement Car Allowance/Mileage Medicare Retirement Contribution PERS Worker's Compensation Health Insurance Medical Health Insurance Dental Health Insurance Vision	4,922 - 1,800 868 19,093 1,359 20,741 2,433 219	3,332 234 480 1,195 11,455 949 22,341	3,332 - 535 1,000 9,635 949 29,394 - -	3,918 - 480 1,214 11,573 1,002 28,206 -	3,918 - 480 1,214 11,573 1,002 28,206 - -	- - - - - - -
Department: 55 - 1 Program: 4800 - D 5101 5106.100 5106.200 5107 5111 5112.101 5113 5114.101 5114.102 5114.103 5116.101	evelopment Services Salaries - Permanent Incentives & Admin Leave Administrative Leave Incentives & Admin Leave Gym Reimbursement Car Allowance/Mileage Medicare Retirement Contribution PERS Worker's Compensation Health Insurance Medical Health Insurance Dental Health Insurance Vision Life and Disability Insurance Life & Disab.	4,922 1,800 868 19,093 1,359 20,741 2,433 219 611	3,332 234 480 1,195 11,455 949	3,332 - 535 1,000 9,635 949	3,918 - 480 1,214 11,573 1,002	3,918 - 480 1,214 11,573 1,002	- - - - - - -
Department: 55 - 19 Program: 4800 - D 5101 5106.100 5106.200 5107 5111 5112.101 5113 5114.101 5114.102 5114.103	evelopment Services Salaries - Permanent Incentives & Admin Leave Administrative Leave Incentives & Admin Leave Gym Reimbursement Car Allowance/Mileage Medicare Retirement Contribution PERS Worker's Compensation Health Insurance Medical Health Insurance Dental Health Insurance Vision	4,922 - 1,800 868 19,093 1,359 20,741 2,433 219	3,332 234 480 1,195 11,455 949 22,341	3,332 - 535 1,000 9,635 949 29,394 - -	3,918 - 480 1,214 11,573 1,002 28,206 -	3,918 - 480 1,214 11,573 1,002 28,206 - -	- - - - - - - -

	TOWN OF PARADISE  Fiscal Year 2014/15 Budget								
Account Number	Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted		
5202.100	Operating Suppies General			11			_		
5209.105	Auto Fuel Expense Employee Personal Vehicle Use	-	-	-	350	350	-		
5210.100	Postage General	-	-	-	400	400	-		
5213.100	Professional/Contract Services General	3,498	5,000	175	8,345	8,345	-		
5214.100	Repair and Maint Service General	-	-	-	1,000	1,000	-		
5218.100	Advertising General	19	-	4	200	200	-		
5219.100	Printing General	-	-	-	150	150	-		
5260	Miscellaneous	120	-	117	-	-	-		
5910.010	Transfers Out To General Fund	24,027	29,684	29,681	31,403	31,403	-		
<b>Expenditures Total</b>		113,342	66,607	83,321	102,189	102,189	-		
Fund Net Total:	2160 - Business & Housing Services	(73,512)	46,692	23,110	1,627	1,527	-		
Ending Fund Balan	ce:	55,413	102,105	78,523	80,150	80,050	-		



G/L Account Transaction	Number of Units	Cost per Unit	Total Amount
EXPENSES			
Fund 2160 - Business & Housing Services			
Department 55 - Business & Housing Services			
Program 4800 - Development Services  Account 5101 - Salaries - Permanent			
2160.55.4800.5101 Office supplies	1.00	400.00	400.00
Account 5101 - Salaries - Permanent Totals	Transactions	1	\$400.00
Account 5209.105 - Auto Fuel Expense Employee Personal Vehicle Use 2160.55.4800.5209.105 Reimbursement for use of personal vehicle	1.00	350.00	350.00
	Transactions	1	\$350.00
Account 5209.105 - Auto Fuel Expense Employee Personal Vehicle Use Totals	Transactions	•	ψ330.00
Account 5210.100 - Postage General 2160.55.4800.5210.100 Postage for HOME & CalHome	1.00	400.00	400.00
Account 5210.100 - Postage General Totals	Transactions	1	\$400.00
Account 5213.100 - Professional/Contract Services General			
2160.55.4800.5213.100 Credit reports, record search, archeologist, appraisals, etc.	1.00	8,345.00	8,345.00
Account 5213.100 - Professional/Contract Services General Totals	Transactions	1	\$8,345.00
Account 5214.100 - Repair and Maint Service General			
2160.55.4800.5214.100 Loan servicing software for HOME & CalHome	1.00	1,000.00	1,000.00
Account 5214.100 - Repair and Maint Service General Totals	Transactions	1	\$1,000.00
Account <b>5218.100 - Advertising General</b> 2160.55.4800.5218.100 Advertising	1.00	200.00	200.00
Account 5218.100 - Advertising General Totals	Transactions	1	\$200.00
Account 5219.100 - Printing General			
2160.55.4800.5219.100 Printing of brochures, etc. for HOME & CalHome	1.00	150.00	150.00
Account 5219.100 - Printing General Totals	Transactions	1	\$150.00
Account 5910.010 - Transfers Out To General Fund 2160.55.4800.5910.010 Central Service Cost Allocation	1.00	15,000.00	15,000.00
2160.55.4800.5910.010 Pension Obligation Bond	1.00	16,403.00	16,403.00
Account 5910.010 - Transfers Out To General Fund Totals	Transactions	2	\$31,403.00

**Finance** 

		TOWN OF PARAD Fiscal Year 2014/15					
Account Nu	mber Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
<b>Fund:</b> 1010 - G	i				•		•
Department: 2	5 - Finance						
Program: 4400							
Expenditures							
•	5100 Personnel Services	203,063	199,274	195,868	203,180	203,180	-
	5200 Supplies and Services	3,617	3,909	3,416	3,289	3,289	-
	5300 Capital Outlay	1,451	-	-	900	-	-
	5500 Debt Service	, -	-	-	-	257	-
Total Expenditu	ıres	208,132	203,183	199,284	207,369	206,726	-
Revenues	Service Fees Fines and Forfeitures Other						
Total Revenues			-	-	-	-	-
Net General Fu	nd Support	208,132	203,183	199,284	207,369	206,726	-
	Fiscal Year 2014-2015 Personnel Allocation	on					
	Position/Title	Weekly Hours	Percent Allocated	Full Time Equiv	Allocated Wages & Benefits		
	F'				404.615		
	Finance Director	40	84%	0.84	104,640		
	Finance Supervisor	40	83%	0.83	83,158		
	Senior Financial Services Clerk	40	0% <sub>-</sub> Гotal	0.00 1.67	187,798	-	
	Allocation to Other Programs						
	Finance Director	BSWW 3%; Gas	Tay 3%: Trancit	1%· RD∧ 6%			
	Finance Supervisor	BSWW 2%; Gas					
	Senior Financial Services Clerk	Cent Svcs 90%; E		IL 3/0			

		NN OF PARA					
Account Numbe		Year 2014/15 2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Counc
Fund: 1010 - Gener	al Fund						
<u>Expenditures</u>							
Department: 25 - Fi	inance						
<b>Program:</b> 4400 - Fin	nance						
5101	Salaries - Permanent	141,679	141,387	141,449	144,854	144,854	-
5106.100	Incentives & Admin Leave Administrative Leave	7,328	7,297	7,297	7,361	7,361	-
5107	Car Allowance/Mileage	2,160	2,160	2,160	2,025	2,025	-
5111	Medicare	2,106	2,167	2,178	2,236	2,236	-
5112.101	Retirement Contribution PERS	19,030	16,323	16,279	18,239	18,239	-
5113	Worker's Compensation	1,543	1,563	1,563	1,360	1,360	-
5114.101	Health Insurance Medical	16,375	14,048	13,578	9,330	9,330	-
5114.102	Health Insurance Dental	2,059	-	-	-	-	-
5114.103	Health Insurance Vision	192	-	-	-	-	-
5116.101	Life and Disability Insurance Life & Disab.	497	1,370	1,441	1,413	1,413	-
5116.102	Life and Disability Insurance Long Term/Short Term	772	-	-	-	-	-
5119.100	Retiree Costs Medical Insurance	9,323	12,959	9,923	16,362	16,362	-
5201.100	Office Supplies General	37	8	8	-	-	-
5202.100	Operating Supplies General	449	200	167	200	200	-
5203.100	Repairs and Maint Supplies General	-	-	45	-	-	-
5210.100	Postage General	1,531	1,500	1,400	1,500	1,500	-
5213.100	Professional/Contract Services General	556	1,220	885	660	660	-
5218.100	Advertising General	-	17	17	-	-	-
5219.100	Printing General	860	600	530	600	600	-
5220.100	Employee Development General	124	364	364	329	329	-
5260	Miscellaneous	60	-	-	-	-	-
5304	Furniture & Equipment	1,451	-	-	900	-	-
5501	Debt Service Payment - Principal	-	-	-	-	257	-
Expenditure Gran	d Totals:	208,132	203,183	199,284	207,369	206,726	



G/L Account Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES				
Fund 1010 - General Fund				
Department 25 - Finance				
Program 4400 - Finance Account 5119.100 - Retiree Costs Medical	Insurance			
1010.25.4400.5119.100 Retiree Health Premium		1.00	16,362.00	16,362.00
	Account 5119.100 - Retiree Costs Medical Insurance Totals	Transactions	1	\$16,362.00
Account 5202.100 - Operating Supplies Ge 1010.25.4400.5202.100 AP/AR Envelopes/Adding Machin		1.00	100.00	100.00
1010.25.4400.5202.100 Printer Cartridges		1.00	100.00	100.00
•	Account 5202.100 - Operating Supplies General Totals	Transactions	2	\$200.00
Account 5210.100 - Postage General				
1010.25.4400.5210.100 Postage for AR and AP		1.00	1,500.00	1,500.00
	Account <b>5210.100 - Postage General</b> Totals	Transactions	1	\$1,500.00
Account 1010.25.4400.5213.100 Section 4.00 Account Locate Plus - AR Person Finder	t Services General	12.00	25.00	300.00
1010.25.4400.5213.100 Shred Service		12.00	30.00	360.00
	Account 5213.100 - Professional/Contract Services General Totals	Transactions	2	\$660.00
Account <b>5219.100 - Printing General</b> 1010.25.4400.5219.100 Envelopes and Stationary		1.00	200.00	200.00
1010.25.4400.5219.100 Payroll and AP Checks		1.00	400.00	400.00
1010/25.1100.5215.100	Account 5219.100 - Printing General Totals	Transactions	2	\$600.00
Account 5220.100 - Employee Developme	_			
1010.25.4400.5220.100 American Payroll Association New		1.00	219.00	219.00
1010.25.4400.5220.100 CSMFO Dues		1.00	110.00	110.00
	Account 5220.100 - Employee Development General Totals	Transactions	2	\$329.00
Account 5501 - Debt Service Payment - Pr 1010.25.4400.5501 (New) Computer Replacement -		1.00	256.77	256.77
· , , , , ,	Account 5501 - Debt Service Payment - Principal Totals	Transactions	1	\$256.77

**Legal Services** 

TOWN OF PARADISE Fiscal Year 2014/15 Budget							
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted	
Fund: 1010 - General Fund							
Department: 20 - Administrative Services							
Program: 4300 - Legal Services							
Expenditures							
5100 Personnel Services 5200 Supplies and Services 5300 Capital Outlay 5500 Debt Service  Total Expenditures	- 192,510 - - 192,510	- 192,451 - - 192,451	- 191,535 - - 191,535	- 180,610 - - 180,610	- 180,610 - - 180,610	- - -	
Revenues							
Service Fees Fines and Forfeitures Other							
Total Revenues		-	-	-	-	-	
Net General Fund Support	192,510	192,451	191,535	180,610	180,610	-	

TOWN OF PARADISE  Fiscal Year 2014/15 Budget							
Account Numl	per Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 1010 - Gen	eral Fund						
<u>Expenditures</u>							
Department: 20 -	Administrative Services						
<b>Program:</b> 4300 - l	egal Services						
5210.100	Postage General	1	5	35	10	10	-
5213.100	Professional/Contract Services General	192,509	192,446	191,500	180,600	180,600	-
Expenditure Gra	and Totals:	192,510	192,451	191,535	180,610	180,610	-



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 1010 - General F	und				
Department 20 - Adr	ninistrative Services				
Program <b>4300 - L</b>	egal Services				
Account					
1010.20.4300.5210.100	Postage		1.00	10.00	10.00
		Account <b>5210.100 - Postage General</b> Totals	Transactions	1	\$10.00
Account	5213.100 - Professional/Contract Services Genera	al			
1010.20.4300.5213.100	Other Legal Costs		1.00	15,000.00	15,000.00
1010.20.4300.5213.100	Town Attorney Contract		12.00	13,800.00	165,600.00
		Account 5213.100 - Professional/Contract Services General Totals	Transactions	2	\$180,600.00

# Police Department

Administration, Operations,
Public Safety Communications & Animal Control

TOWN OF PARADISE Fiscal Year 2014/15 Budget							
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted	
Fund: 1010 - General Fund				· ·		·	
Department: 30 - Police							
Program: 4510 - Police Administration							
Expenditures							
5100 Personnel Services	568,482	582,195	582,674	595,236	595,236	-	
5200 Supplies and Services	143,265	136,856	129,923	124,662	124,662	_	
5300 Capital Outlay	855	-	-	1,900	-	_	
5500 Debt Service	4,791	4,791	4,791	3,631	3,631	-	
Total Expenditures	717,394	723,842	717,388	725,429	723,529	-	
Revenues							
Service Fees							
Fines and Forfeitures							
Other							
Total Revenues		-	-	-	-	-	
Net General Fund Support	717,394	723,842	717,388	725,429	723,529	-	
Fiscal Year 2014-2015 Personnel Allocation							
		Percent	Full Time	Allocated Wages &			
Position/Title	Weekly Hours	Allocated	Equiv	Benefits			
Police Chief	40	100%	1.00	186,118			
Police Lieutenant (2)	40	100%	2.00	298,025			
Administrative Assistant III	36	100%	0.90	56,197			
		Total	3.90	540,340	•		

TOWN OF PARADISE  Fiscal Year 2014/15 Budget							
Account Num	ber Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
<b>Fund:</b> 1010 - Gen	eral Fund						
<b>Expenditures</b>							
Department: 30	- Police						
<b>Program:</b> 4510 -	Police Administration						
5101	Salaries - Permanent	307,908	309,937	310,300	285,319	285,319	-
5102	Salaries - Temporary	-	-	-	39,946	39,946	-
5103.102	Differential Pay Out of Class	184	-	-	-	-	-
5104	Wages - PS Holiday Pay	13,817	13,317	13,844	12,396	12,396	-
5106.100	Incentives & Admin Leave Administrative Leave	1,899	12,566	12,566	13,259	13,259	-
5106.101	Incentives & Admin Leave School Incentive	8,100	8,250	8,100	7,050	7,050	-
5109.100	Allowances Uniform Allowance	2,360	2,360	2,360	1,895	1,895	-
5111	Medicare	4,833	5,014	4,997	5,576	5,576	-
5112.101	Retirement Contribution PERS	88,337	86,130	86,404	83,693	83,693	-
5113	Worker's Compensation	41,688	49,886	49,886	26,147	26,147	-
5114.101	Health Insurance Medical	33,916	38,109	37,712	39,350	39,350	-
5114.102	Health Insurance Dental	3,374	-	-	-	-	-
5114.103	Health Insurance Vision	403	-	-	-	-	-
5116.101	Life and Disability Insurance Life & Disab.	946	2,812	2,836	2,628	2,628	-
5116.102	Life and Disability Insurance Long Term/Short Term	1,639	-	-	-	-	-
5119.100	Retiree Costs Medical Insurance	57,830	52,565	52,565	52,077	52,077	-
5119.120	Retiree Costs PERS 1959 Survivor Benefits	1,248	1,249	1,104	1,200	1,200	-
5122	Accrual Bank Payoff	-	-	-	24,700	24,700	-
5201.100	Office Supplies General	1,683	2,862	2,862	2,862	2,862	-
5202.100	Operating Supplies General	7,638	6,058	6,000	7,176	7,176	-
5203.100	Repairs and Maint Supplies General	2,098	2,070	2,070	2,070	2,070	-
5204	Subscriptions and Code Books	62	75	75	85	85	-
5210.100	Postage General	1,863	2,000	2,000	2,200	2,200	-
5211.135	Utilities Water and Sewer	818	850	800	800	800	-
5211.137	Utilities Electric and Gas	26,945	28,000	25,000	25,000	25,000	-
5211.139	Utilities Propane	1,509	2,100	2,100	2,100	2,100	-
5213.100	Professional/Contract Services General	43,404	43,208	38,750	34,308	34,308	-
5214.100	Repair and Maint Service General	34,368	37,804	37,804	36,454	36,454	-
5215.100	Rents and Leases Miscellaneous	612	614	614	417	417	-
5215.106	Rents and Leases Copiers	4,336	1,447	1,447	-	-	-

TOWN OF PARADISE  Fiscal Year 2014/15 Budget							
Account Number	Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
5216.100	Communications General Services	5,678	6,000	6,200	6,400	6,400	-
5218.100	Advertising General	56	-	-	110	110	-
5219.100	Printing General	1,846	1,500	1,500	1,700	1,700	-
5220.100	Employee Development General	8,341	692	692	1,080	1,080	-
5223.105	Meals and Refreshments Emergencies and	248	276	276	500	500	-
5225	Bank Fees and Charges	1,762	1,300	1,733	1,400	1,400	-
5304	Furniture & Equipment	855	-	-	1,900	-	-
5501	Debt Service Payment - Principal	4,791	4,791	4,791	3,631	3,631	-
Expenditure Grand Totals:		717,394	723,842	717,388	725,429	723,529	-



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund <b>1010 - Gene</b>					
Department 30	- Police 0 - Police Administration				
	count 5119.100 - Retiree Costs Medical Insurance				
1010.30.4510.5119.100	Retiree Health Premium		1.00	52,077.00	52,077.00
		Account 5119.100 - Retiree Costs Medical Insurance Totals	Transactions	1	\$52,077.00
Acc	count 5119.120 - Retiree Costs PERS 1959 Survivor Benefits				
1010.30.4510.5119.120	PERS Survivor Benefits		1.00	1,200.00	1,200.00
	Accour	5119.120 - Retiree Costs PERS 1959 Survivor Benefits Totals	Transactions	1	\$1,200.00
	count 5201.100 - Office Supplies General				
1010.30.4510.5201.100	General Office Supplies to include small computer items		1.00	2,862.00	2,862.00
		Account <b>5201.100 - Office Supplies General</b> Totals	Transactions	1	\$2,862.00
	count 5202.100 - Operating Supplies General		1.00	200.00	200.00
1010.30.4510.5202.100	Cell Phone Equipment		1.00	200.00	200.00
1010.30.4510.5202.100	Copy Paper		1.00	3,672.00	3,672.00
1010.30.4510.5202.100	Department Bi-Annual Photo		1.00	300.00	300.00
1010.30.4510.5202.100	Emergency/Inmate Meals/Drinks for Stock		1.00	50.00	50.00
1010.30.4510.5202.100	General Operating Supplies		1.00	2,454.00	2,454.00
1010.30.4510.5202.100	Safety Supplies/First Aid/VIPS Patches (40)		1.00	500.00	500.00
		Account <b>5202.100 - Operating Supplies General</b> Totals	Transactions	6	\$7,176.00
Acc 1010.30.4510.5203.100	count 5203.100 - Repairs and Maint Supplies General		1.00	500.00	500.00
	Facility Supplies/Equipment				
1010.30.4510.5203.100	Janitorial Supplies		1.00	1,570.00	1,570.00
		Account <b>5203.100 - Repairs and Maint Supplies General</b> Totals	Transactions	2	\$2,070.00
1010.30.4510.5204	count 5204 - Subscriptions and Code Books Newspaper Renewal		1.00	85.00	85.00
1010.50.4510.5204	Newspaper Neriewai		Transactions	1	\$85.00
		Account <b>5204 - Subscriptions and Code Books</b> Totals	Halisacuolis	1	\$65.00
Acc 1010.30.4510.5210.100	count 5210.100 - Postage General Postage/Shipping		1.00	2,200.00	2,200.00
	. 10119-7, 0-т-рр. 19	Account F310 100 Pastage Coneval Tatals	Transactions	1	\$2,200.00
٨٥٥	count 5211.135 - Utilities Water and Sewer	Account <b>5210.100 - Postage General</b> Totals			<b>7-7</b>
1010.30.4510.5211.135	Water - Black Olive and Sierra Park		1.00	800.00	800.00
		Account 5211.135 - Utilities Water and Sewer Totals	Transactions	1	\$800.00
٨٥٥	count 5211.137 - Utilities Electric and Gas	Account SZZZZZS Strikes Water and Sever Found			
1010.30.4510.5211.137	Electric Utility		1.00	25,000.00	25,000.00
		Account <b>5211.137 - Utilities Electric and Gas</b> Totals	Transactions	1	¢2E 000 00
					251



G/L Account	Transaction	Number of Units	Cost per Unit	Total Amount
EXPENSES				
Account 1010.30.4510.5211.139	5211.139 - Utilities Propane Propane Utility	1.00	2,100.00	2,100.00
1010.30.4310.3211.139	• • •	Transactions	2,100.00	\$2,100.00
	Account <b>5211.139 - Utilities Propane</b> Totals	Halisacuolis	1	\$2,100.00
Account 1010.30.4510.5213.100	5213.100 - Professional/Contract Services General Background Investigation - Lt.	1.00	1,500.00	1,500.00
1010.30.4510.5213.100	BINTF Yearly Fee	1.00	5,000.00	5,000.00
1010.30.4510.5213.100	Certifion - Public Records Database	1.00	1,020.00	1,020.00
1010.30.4510.5213.100	Covanta - Evidence Recycle/Disposal	1.00	500.00	500.00
1010.30.4510.5213.100	DOJ - Livescan - Non LEA	1.00	320.00	320.00
1010.30.4510.5213.100	FRH - Blood Draws	1.00	9,000.00	9,000.00
1010.30.4510.5213.100	Shred Service	1.00	768.00	768.00
1010.30.4510.5213.100	Stericycle - Hazardous Waste Disposal	1.00	300.00	300.00
1010.30.4510.5213.100	TB Testing per OSHA Officer/PSD/CSO	1.00	900.00	900.00
1010.30.4510.5213.100	Valley Toxicology	1.00	15,000.00	15,000.00
	Account 5213.100 - Professional/Contract Services General Totals	Transactions	10	\$34,308.00
Account	5214.100 - Repair and Maint Service General			
1010.30.4510.5214.100	APB Net - TRAX Bulletins and License Renewal	1.00	300.00	300.00
1010.30.4510.5214.100	Carpet Cleaning	1.00	300.00	300.00
1010.30.4510.5214.100	Citrix XenApp Annual Software/License Renewal 1/3	1.00	1,520.00	1,520.00
1010.30.4510.5214.100	Copier/Printer Supplies and Maintenance	1.00	6,800.00	6,800.00
1010.30.4510.5214.100	Data 9-1-1 Interface @ BCSO	1.00	700.00	700.00
1010.30.4510.5214.100	Digital Personal Fingerprint Software Renewal	1.00	465.00	465.00
1010.30.4510.5214.100	Entrance Mat Service	1.00	1,185.00	1,185.00
1010.30.4510.5214.100	ESRI - Mapping License	1.00	1,300.00	1,300.00
1010.30.4510.5214.100	Facility Maintenance/Repairs/Septic Tank Pumped	1.00	2,600.00	2,600.00
1010.30.4510.5214.100	Fire Extinguisher Annual Maintenance Repair - Facility/Vehicles	1.00	1,200.00	1,200.00
1010.30.4510.5214.100	Fuel Pump - Maintenance/Repairs	1.00	200.00	200.00
1010.30.4510.5214.100	Generator Maintenance/Repairs	1.00	100.00	100.00
1010.30.4510.5214.100	Janitorial Service	1.00	10,652.00	10,652.00
1010.30.4510.5214.100	KATS Software Renewal	1.00	100.00	100.00
1010.30.4510.5214.100	Livescan Maintenance/Repair Annual 8/1/14-7/31/15	1.00	2,512.00	2,512.00
1010.30.4510.5214.100	Net Motion Software Renewal	1.00	1,300.00	1,300.00
1010.30.4510.5214.100	Pest Control	1.00	220.00	220.00
1010.30.4510.5214.100	Radio/Mobile/Console - Maintenance & Repairs	1.00	5,000.00	5,000.00
				252



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
		Account <b>5214.100 - Repair and Maint Service General</b> Totals	Transactions	18	\$36,454.00
Account 1010.30.4510.5215.100	5215.100 - Rents and Leases Miscellaneous Postage Meter and Scale		1.00	416.00	416.00
1010.30.4510.5215.100	Propane Tank		1.00	1.00	1.00
1010:50: 1510:5215:100	Tropule Talik		Transactions	2	\$417.00
		Account <b>5215.100 - Rents and Leases Miscellaneous</b> Totals	Transactions	2	φπ17.00
Account 1010.30.4510.5216.100	5216.100 - Communications General Services Cell Phones/Jet Packs		1.00	6,400.00	6,400.00
	·	Account 5216.100 - Communications General Services Totals	Transactions	1	\$6,400.00
Account	5218.100 - Advertising General	Account 5225255 Communications deficial Services Fotals			
1010.30.4510.5218.100	Administration Advertising		1.00	110.00	110.00
		Account <b>5218.100 - Advertising General</b> Totals	Transactions	1	\$110.00
	5219.100 - Printing General				
1010.30.4510.5219.100	Business Cards		1.00	200.00	200.00
1010.30.4510.5219.100	Traffic Citations		1.00	1,500.00	1,500.00
		Account 5219.100 - Printing General Totals	Transactions	2	\$1,700.00
	5220.100 - Employee Development General				
1010.30.4510.5220.100	Central Sierra Police Chief's Assoc.		1.00	30.00	30.00
1010.30.4510.5220.100	CPOA Membership - 3		1.00	650.00	650.00
1010.30.4510.5220.100	Misc. Training		1.00	200.00	200.00
1010.30.4510.5220.100	Yearly online training for PD or Town Employees		1.00	200.00	200.00
		Account 5220.100 - Employee Development General Totals	Transactions	4	\$1,080.00
	5223.105 - Meals and Refreshments Emergencies and	d Meetings			
1010.30.4510.5223.105	Department Bi-Annual Meeting		1.00	200.00	200.00
1010.30.4510.5223.105	Oral Boards/Meetings/Swearing In's For All PD		1.00	300.00	300.00
		.105 - Meals and Refreshments Emergencies and Meetings Totals	Transactions	2	\$500.00
Account 1010.30.4510.5225	5225 - Bank Fees and Charges Bank Fees		1.00	1,400.00	1,400.00
		Account 5225 - Bank Fees and Charges Totals	Transactions	1	\$1,400.00
Account	5501 - Debt Service Payment - Principal				
1010.30.4510.5501	(K) West AM Digital Voice Recorder Year 4 of 5		1.00	3,631.00	3,631.00
		Account 5501 - Debt Service Payment - Principal Totals	Transactions	1	\$3,631.00

TOWN OF PARADISE Fiscal Year 2014/15 Budget							
Account Number Description		2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 1010 - General Fund			<u> </u>		•		•
Department: 30 - Police							
Program: 4520 - Police Operations							
Expenditures							
5100 Personnel Services		1,941,917	2,013,195	1,989,255	2,133,965	2,133,965	-
5200 Supplies and Services		132,541	108,991	104,600	106,350	106,350	-
5300 Capital Outlay		855	-	-	-	-	-
5500 Debt Service		193	193	193	-	-	-
Total Expenditures		2,075,507	2,122,379	2,094,048	2,240,315	2,240,315	-
Revenues							
Service Fees Fines and Forfeitures Other							
Total Revenues		-	-	-	-	-	-
Net General Fund Support		2,075,507	2,122,379	2,094,048	2,240,315	2,240,315	-
Fiscal Year 2014-2015 Persor	nel Allocation						
Position/Title		Weekly Hours	Percent Allocated	Full Time Equiv	Allocated Wages & Benefits		
Fosition/ fitte		Weekly Hours	Allocated	Lquiv	Delicities	1	
Police Officer (13)		40	100%	13.00	1,190,900		
AB 109 Officer (1)		40	100%	1.00	57,067		
Police Sergeant (4)		40	100%	4.00	507,046		
Community Services Officer II	I	40	100%	1.00	70,226		
, s s s s s s s s s s s s s s s s s s s			Total	19.00	1,825,239	<u>-</u>	

TOWN OF PARADISE  Fiscal Year 2013/14 Budget							
Account Numb	per Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 1010 - Gene	eral Fund						
<u>Expenditures</u>							
Department: 30 -	Police						
<b>Program:</b> 4520 - F	Police Operations						
5101	Salaries - Permanent	1,012,416	1,046,881	1,020,620	1,084,654	1,084,654	-
5102	Salaries - Temporary	818	-	-	-	-	-
5103.102	Differential Pay Out of Class	3,459	-	-	-	-	-
5103.105	Differential Pay Swing/Graveyard Shift	32,717	-	-	-	-	-
5103.108	Differential Pay Canine Maintenance	3,655	-	-	-	-	-
5104	Wages - PS Holiday Pay	20,062	-	-	52,551	52,551	-
5105	Salaries - Overtime/FLSA	197,453	229,873	231,489	220,000	220,000	-
5106.101	Incentives & Admin Leave School Incentive	40,800	45,177	49,150	42,580	42,580	-
5106.103	Incentives & Admin Leave Team Pay	5,301	-	-	-	-	-
5106.200	Incentives & Admin Leave Gym Reimbursement	540	1,260	960	1,000	1,000	-
5109.100	Allowances Uniform Allowance	7,616	682	682	17,035	17,035	-
5111	Medicare	18,213	19,003	18,434	20,668	20,668	-
5112.101	Retirement Contribution PERS	273,973	274,060	268,224	299,862	299,862	-
5113	Worker's Compensation	100,517	127,896	127,896	104,539	104,539	-
5114.101	Health Insurance Medical	228,374	259,667	248,355	271,809	271,809	-
5114.102	Health Insurance Dental	24,864	-	-	-	-	-
5114.103	Health Insurance Vision	2,351	-	-	-	-	-
5115	Unemployment Compensation	11,700	5,000	-	5,000	5,000	-
5116.101	Life and Disability Insurance Life & Disab.	4,237	11,415	11,214	12,790	12,790	-
5116.102	Life and Disability Insurance Long Term/Short Term	6,583	-	-	-	-	-
5119.100	Retiree Costs Medical Insurance	95,003	107,318	108,633	129,644	129,644	-
5122	Accrual Bank Payoff	3,140	3,238	3,238	7,557	7,557	-
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(151,874)	(118,275)	(99,640)	(135,724)	(135,724)	-
5202.100	Operating Supplies General	18,371	11,358	11,358	9,350	9,350	-
5209.101	Auto Fuel Expense Town Vehicles	66,583	68,000	65,767	68,000	68,000	-
5213.100	Professional/Contract Services General	7,423	8,000	8,000	9,900	9,900	-
5214.100	Repair and Maint Service General	1,043	-	-	-	-	-
5216.100	Communications General Services	6,626	6,845	6,845	6,900	6,900	-
5217	Extradition/Transportation Expen	54	500	-	-	-	-
5218.100	Advertising General	-	600	470	500	500	-

TOWN OF PARADISE  Fiscal Year 2013/14 Budget							
Account Number		2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
5220.100	Employee Development General	31,275	11,288	11,000	11,150	11,150	-
5220.110	Employee Development Education Reimb MOU	1,100	2,200	1,100	550	550	-
5223.105	Meals and Refreshments Emergencies and	66	200	60	-	-	-
5304	Furniture & Equipment	855	-	-	-	-	-
5501	Debt Service Payment - Principal	193	193	193	-	-	-
Expenditure Grand	Totals:	2,075,507	2,122,379	2,094,048	2,240,315	2,240,315	-



G/L Account	Transaction	Number of Units	Cost per Unit	Total Amount
EXPENSES				
Fund 1010 - Genera				
Department 30 - P				
	· Police Operations nt 5105 - Salaries - Overtime/FLSA			
1010.30.4520.5105	Overtime	1.00	220,000.00	220,000.00
	Account 5105 - Salaries - Overtime/FLSA Totals	Transactions	1	\$220,000.00
Accou	nt 5119.100 - Retiree Costs Medical Insurance			
1010.30.4520.5119.100	Retiree Health Insurance	1.00	129,644.00	129,644.00
	Account 5119.100 - Retiree Costs Medical Insurance Totals	Transactions	1	\$129,644.00
	nt 5199.130 - Other Payroll Expenses Interfund Payroll Transfers			
1010.30.4520.5199.130	AB 109 Grant - Officer	1.00	(74,487.00)	(74,487.00)
1010.30.4520.5199.130	AB 109 Grant - Overtime	1.00	(3,891.79)	(3,891.79)
1010.30.4520.5199.130	Avoid Grant - Overtime	1.00	(21,000.00)	(21,000.00)
1010.30.4520.5199.130	Safe Routes to School - CSO Wages/Benefits	1.00	(10,410.00)	(10,410.00)
1010.30.4520.5199.130	SLESF (COPS Grant) CSO/SRO Jordan	1.00	(25,936.00)	(25,936.00)
	Account 5199.130 - Other Payroll Expenses Interfund Payroll Transfers Totals	Transactions	5	(\$135,724.79)
	nt 5202.100 - Operating Supplies General			
1010.30.4520.5202.100	Ammunition	1.00	3,000.00	3,000.00
1010.30.4520.5202.100	ATD Supplies per OSHA	1.00	400.00	400.00
1010.30.4520.5202.100	Bulletproof Vests - (3)	1.00	3,000.00	3,000.00
1010.30.4520.5202.100	CSI Equipment	1.00	250.00	250.00
1010.30.4520.5202.100	Earpieces	1.00	600.00	600.00
1010.30.4520.5202.100	Gloves	1.00	800.00	800.00
1010.30.4520.5202.100	New Officer Equipment	1.00	300.00	300.00
1010.30.4520.5202.100	Radio Equipment/Supplies/Batteries	1.00	1,000.00	1,000.00
	Account 5202.100 - Operating Supplies General Totals	Transactions	8	\$9,350.00
	nt 5209.101 - Auto Fuel Expense Town Vehicles			
1010.30.4520.5209.101	Department Vehicles	1.00	68,000.00	68,000.00
	Account 5209.101 - Auto Fuel Expense Town Vehicles Totals	Transactions	1	\$68,000.00
Accou 1010.30.4520.5213.100	nt 5213.100 - Professional/Contract Services General Backgrounds/Fitness for Duty Exams	1.00	5,000.00	5,000.00
1010.30.4520.5213.100	Civil Subpoena Service 7/1/14-6/30/15	1.00	2,500.00	2,500.00
1010.30.4520.5213.100	Fingerprint/Sexual Assault/Gunshot Exams	1.00	2,000.00	2,000.00
1010.30.4520.5213.100	I-Subpoena	1.00	400.00	400.00
101000110100	·	Transactions	4	\$9,900.00
	Account <b>5213.100 - Professional/Contract Services General</b> Totals	Tanbucuons	·	\$5,500.00
Accou	nt 5216.100 - Communications General Services			257



G/L Account	Transaction	Number of Units	Cost per Unit	Total Amount
1010.30.4520.5216.100	MDC Service	1.00	6,900.00	6,900.00
	Account 5216.100 - Communications General S	ervices Totals Transactions	1	\$6,900.00
Account 1010.30.4520.5218.100	5218.100 - Advertising General Bids/Recruitment	1.00	500.00	500.00
	Account 5218.100 - Advertising G	General Totals Transactions	1	\$500.00
Account 1010.30.4520.5220.100	5220.100 - Employee Development General POST/Non-Post Training - Officer/Sgt./CSO-SRO	1.00	11,000.00	11,000.00
1010.30.4520.5220.100	Range Training Fee - Yearly	1.00	150.00	150.00
	Account 5220.100 - Employee Development 6	General Totals Transactions	2	\$11,150.00
Account				
1010.30.4520.5220.110	Education Reimbursement Per MOU - (1)	1.00	550.00	550.00
	Account 5220.110 - Employee Development Education Reimb MOU Pr	rogram Totals Transactions	1	\$550.00

TOWN OF PARADISE Fiscal Year 2014/15 Budget							
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted	
Fund: 1010 - General Fund		<u> </u>		•		•	
Department: 30 - Police							
Program: 4530 - Public Safety Communications							
Expenditures							
5100 Personnel Services	706,189	614,077	600,884	645,505	645,505	-	
5200 Supplies and Services	66,134	72,533	71,288	66,704	66,704	_	
5300 Capital Outlay	-	-	-	7,470	970	-	
5500 Debt Service	68,072	64,785	64,785	64,785	66,640	-	
Total Expenditures	840,394	751,395	736,957	784,464	779,819		
Revenues							
Service Fees							
Fines and Forfeitures							
Other							
Total Revenues		-	-	-	-	-	
Net General Fund Support	840,394	751,395	736,957	784,464	779,819	-	
				,	,		
Fiscal Year 2014-2015 Personnel All	location						
				Allocated			
<i>(</i>		Percent	Full Time	Wages &			
Position/Title	Weekly Hours	Allocated	Equiv	Benefits	l		
Comm. Records Supervisor	40	100%	1.00	78,709			
Public Safety Dispatcher (6 FT)	40		6.00	300,251			
Community Services Officer II	36		0.90	51,722			
Criminal Records Tech (2 PT)	18		0.90	31,082			
	10	Total	8.80	461,764	_		

TOWN OF PARADISE  Fiscal Year 2014/15 Budget							
Account Number		2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 1010 - General	Fund						
<u>Expenditures</u>							
Department: 30 - Pol	ice						
Program: 4530 - Publ	ic Safety Communications						
5101	Salaries - Permanent	329,181	285,162	267,176	298,609	298,609	-
5102	Salaries - Temporary	75,613	80,290	70,000	75,158	75,158	-
5103.102	Differential Pay Out of Class	1,345	-	-	-	-	-
5103.105	Differential Pay Swing/Graveyard Shift	10,967	-	-	-	-	-
5104	Wages - PS Holiday Pay	6,500	-	-	12,576	12,576	-
5105	Salaries - Overtime/FLSA	42,694	80,753	83,261	75,000	75,000	-
5106.101	Incentives & Admin Leave School Incentive	7,987	9,860	9,213	8,739	8,739	-
5109.100	Allowances Uniform Allowance	3,368	1,104	2,648	5,058	5,058	-
5111	Medicare	6,728	6,614	6,345	6,882	6,882	-
5112.101	Retirement Contribution PERS	37,833	30,904	28,766	31,210	31,210	-
5112.102	Retirement Contribution Social Security	227	-	-	-	-	-
5113	Worker's Compensation	16,100	22,574	22,574	19,144	19,144	-
5114.101	Health Insurance Medical	86,141	88,159	82,313	82,900	82,900	-
5114.102	Health Insurance Dental	9,446	-	-	-	-	-
5114.103	Health Insurance Vision	888	-	-	-	-	-
5115	Unemployment Compensation	6,025	2,500	-	3,000	3,000	-
5116.101	Life and Disability Insurance Life & Disab.	1,661	3,393	3,218	3,997	3,997	-
5116.102	Life and Disability Insurance Long Term/Short Term	2,126	-	-	-	-	-
5119.100	Retiree Costs Medical Insurance	47,027	55,559	56,087	73,232	73,232	-
5122	Accrual Bank Payoff	14,334	2,205	24,283	-	-	-
5199.130	Other Payroll Expenses Interfund Payroll Transfers	-	(55,000)	(55,000)	(50,000)	(50,000)	-
5202.100	Operating Supplies General	3,194	2,250	2,250	1,400	1,400	-
5204	Subscriptions and Code Books	144	152	144	150	150	-
5213.100	Professional/Contract Services General	3,561	8,104	8,104	6,000	6,000	-
5214.100	Repair and Maint Service General	31,065	33,564	33,560	33,564	33,564	-
5216.100	Communications General Services	24,862	27,000	27,000	24,000	24,000	-
5218.100	Advertising General	6	123	110	110	110	-
5220.100	Employee Development General	3,240	1,340	120	1,480	1,480	-
5223.105	Meals and Refreshments Emergencies and	63	-	-	-	-	-
5304	Furniture & Equipment	-	-	-	7,470	970	-

TOWN OF PARADISE Fiscal Year 2014/15 Budget							
Account Numb	ber Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
5501	Debt Service Payment - Principal	68,072	64,785	64,785	64,785	66,640	-
Expenditure Gra	and Totals:	840,394	751,395	736,957	784,464	779,819	-



G/L Account	Transaction	Number of Units	Cost per Unit	Total Amount
EXPENSES				
Fund 1010 - General F				
Department 30 - Pol				
	ublic Safety Communications			
1010.30.4530.5105	5105 - Salaries - Overtime/FLSA Overtime	1.00	75,000.00	75,000.00
	Account 5105 - Salaries - Overtime/FLSA Totals	Transactions	1	\$75,000.00
	5119.100 - Retiree Costs Medical Insurance			
1010.30.4530.5119.100	Retiree Health Premium	1.00	73,232.00	73,232.00
	Account 5119.100 - Retiree Costs Medical Insurance Totals	Transactions	1	\$73,232.00
Account 1010.30.4530.5199.130	5199.130 - Other Payroll Expenses Interfund Payroll Transfers SLESF (COPS Grant) CSO Rollo	1.00	(50,000.00)	(50,000.00)
1010.001.000.0193.120	Account 5199.130 - Other Payroll Expenses Interfund Payroll Transfers Totals	Transactions	1	(\$50,000.00)
Account	5202.100 - Operating Supplies General			
1010.30.4530.5202.100	CD Sleeves	1.00	200.00	200.00
1010.30.4530.5202.100	Headset Base	1.00	400.00	400.00
1010.30.4530.5202.100	Property/Evidence Labels	1.00	500.00	500.00
1010.30.4530.5202.100	Uniforms - 2 Records Clerks	1.00	300.00	300.00
	Account 5202.100 - Operating Supplies General Totals	Transactions	4	\$1,400.00
Account 1010.30.4530.5204	5204 - Subscriptions and Code Books National Law Enforcement Directory	1.00	150.00	150.00
1010.001.000.020	Account 5204 - Subscriptions and Code Books Totals	Transactions	1	\$150.00
Account	5213.100 - Professional/Contract Services General			·
1010.30.4530.5213.100	Background Investigations	1.00	6,000.00	6,000.00
	Account 5213.100 - Professional/Contract Services General Totals	Transactions	1	\$6,000.00
Account 1010.30.4530.5214.100	5214.100 - Repair and Maint Service General RIMS Maintenance Agreement 2/22/15-2/21/16	1.00	33,564.00	33,564.00
1010.30.4330.3214.100			, <u> </u>	
	Account 5214.100 - Repair and Maint Service General Totals	Transactions	1	\$33,564.00
Account 1010.30.4530.5216.100	5216.100 - Communications General Services Landlines/Long Distance/Centrex/Shortel	1.00	24,000.00	24,000.00
	Account 5216.100 - Communications General Services Totals	Transactions	1	\$24,000.00
	5218.100 - Advertising General			
1010.30.4530.5218.100	Bids/Recruitment	1.00	110.00	110.00
	Account <b>5218.100 - Advertising General</b> Totals	Transactions	1	\$110.00
Account 1010.30.4530.5220.100	5220.100 - Employee Development General Basic Dispatch Course - (1)	1.00	500.00	500.00
1010.30.4530.5220.100	CSO - Property/Evidence	1.00	200.00	200.00
				262



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
1010.30.4530.5220.100	Membership and Association Dues		1.00	130.00	130.00
1010.30.4530.5220.100	POST Proctor Training - 5		1.00	650.00	650.00
	Ac	account 5220.100 - Employee Development General Totals	Transactions	4	\$1,480.00
Account <b>53 1010.30.4530.5304</b>	04 - Furniture & Equipment NEC EA192-M-BK Dispatch Monitor Replacement (4)		1.00 Transactions	970.00	970.00 \$970.00
		Account <b>5304 - Furniture &amp; Equipment</b> Totals	Halisacuolis	1	\$970.00
Account <b>55</b> 1010.30.4530.5501	01 - Debt Service Payment - Principal (K) West Am Upgrade Radio Console Year 4 of 5		1.00	5,618.00	5,618.00
1010.30.4530.5501	(New) 4 Dispatch & 1 Evidence Computers Year 1 of 4		1.00	1,854.41	1,854.41
1010.30.4530.5501	(O) West Am CAD/RMS Software & Hardware - Year 6 of 7		1.00	59,167.00	59,167.00
		Account 5501 - Debt Service Payment - Principal Totals	Transactions	3	\$66,639.41

	WN OF PARA					
Fiscal	Year 2014/15	Budget				
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 2070 - Animal Control	7 anount	Baagot	7 in our	rtoquootou	rtoooniinona	raoptou
Department: 30 - Police						
Program: 4540 - Police - Animal Control						
Expenditures						
5100 Personnel Services	119,078	110,429	110,291	136,710	136,710	-
5200 Supplies and Services	28,237	24,934	29,901	32,446	32,446	-
5300 Capital Outlay	1,855	-	-	-	-	-
5500 Debt Service	194	194	194	-	-	-
Total Expenditures	149,364	135,557	140,386	169,156	169,156	
Revenues						
Service Fees	35,934	30,175	30,373	33,192	33,192	-
Fines and Forfeitures	6,335	4,000	4,000	4,000	4,000	-
Other (Includes Measure N)	132,277	132,409	133,035	144,309	144,309	-
Total Revenues	174,546	166,584	167,408	181,501	181,501	-
Net Income	25,182	31,027	27,022	12,345	12,345	-
Transfers In	14,264	-	-	17,377	16,381	-
Transfers (Out)	(24,605)	(28,455)	(25,986)	(27,821)	(28,726)	-
Ending Fund Balance	2,838	5,410	3,874	5,775	3,874	-

Fiscal Year 2014-2015 Personnel Allocation				
Position/Title	Weekly Hours	Percent Allocated	Full Time Equiv	Allocated Wages & Benefits
Animal Control Officer	36	100%	0.90	46,440
Animal Control Officer	18	100%	0.45	14,950
Office Assistant III	30	100%	0.75	33,080
Animal Shelter Helper (2 PT)	18	100%	0.90	22,566
		Total	3.00	117,037

		NN OF PARA					
Account Number		Year 2014/15 2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Counc Adopted
Account Number und: 2070 - Animal		Amount	Бийдег	Amount	Requested	Recommend	Adopted
	Control						
<u>Revenues</u> Department: 30 - Pol	ico						
Program: 4540 - Polic							
3120.330	Other Taxes Voter Appointed Parcel Tax	131,122	132,409	132,409	132,409	132,409	_
3345.100	State Revenues - Other Refunds & Reimbursements	131,122	132,403	602	132,403	132,403	_
3380.105	Local Government Revenue Fines and Citations	6,335	4,000	4,000	4,000	4,000	_
3410.113	Administrative Services Document Coyping	-	33	<del>-</del> 7,000	50	50	_
3410.150	Administrative Services Document Coyping  Administrative Services Late Fees	2,756	1,100	1,050	1,500	1,500	_
3455.200	Animal Control Adoption Fees	3,840	2,800	2,800	3,000	3,000	_
3455.205	Animal Control Surrender/Euth/Disp Fees	2,945	2,100	1,700	2,500	2,500	_
3455.210	Animal Control Dog Licenses	18,831	20,000	20,000	21,000	21,000	_
3455.211	Animal Control Rabies Certificate	-	20,000	114	21,000	21,000	_
3455.215	Animal Control Dangerous/Wild Animal Permit	_	142	142	142	142	_
3455.225	Animal Control Impound/Quarantine Fees	7,534	4,000	4,300	5,000	5,000	_
3455.226	Animal Control Impound Unaltered State Fee	7,554	-,000	210	-	-	_
3455.235	Animal Control Deer Validation	28	_	210	_	_	_
3901.100	Refunds & Reimbursements Miscellaneous	150	_	_	11,900	11,900	_
3902.100	Miscellaneous Revenue General	1,006	_	24	-	11,500	_
3910.811	Transfers In From Animal Control Donations	14,264	-	-	17,377	16,381	-
Revenues Total		188,810	166,584	167,408	198,878	197,882	-
<u>Expenditures</u>							
epartment: 30 - Pol	ice						
rogram: 4540 - Polic	ce - Animal Control						
5101	Salaries - Permanent	31,441	32,798	29,950	64,755	64,755	-
5102	Salaries - Temporary	39,156	28,854	33,514	18,762	18,762	-
5104	Wages - PS Holiday Pay	1,891	844	763	1,675	1,675	-
5105	Salaries - Overtime/FLSA	673	1,038	600	500	500	_
5109.100	Allowances Uniform Allowance	682	403	1,661	682	682	_
5111	Medicare	956	967	992	1,249	1,249	_
5112.101	Retirement Contribution PERS	5,318	4,968	5,160	6,958	6,958	_
5112.102	Retirement Contribution Social Security	1,548	, - -	-	-	-	_
5113	Worker's Compensation	6,472	6,543	6,543	7,719	7,719	-
5114.101	Health Insurance Medical	10,408	10,650	7,695	15,602	15,602	_
	Health Insurance Dental	1,145		- ,			_
5114.102	ricaltii iiisurante Dentai	T.T.J					
5114.102 5114.103	Health Insurance Vision	121	_	_	_	_	_

TOWN OF PARADISE  Fiscal Year 2014/15 Budget							
Account Number		2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Counci Adopted
5116.102	Life and Disability Insurance Long Term/Short Term	197	-	-	-	-	-
5119.100	Retiree Costs Medical Insurance	18,843	20,192	20,192	17,985	17,985	-
5122	Accrual Bank Payoff	-	2,811	2,811	-	-	-
5201.100	Office Supplies General	270	200	189	250	250	-
5202.100	Operating Supplies General	2,864	2,820	3,400	4,065	4,065	-
5203.100	Repairs and Maint Supplies General	647	500	250	400	400	-
5204	Subscriptions and Code Books	90	135	145	140	140	-
5209.101	Auto Fuel Expense Town Vehicles	4,671	3,000	3,500	4,000	4,000	-
5209.105	Auto Fuel Expense Employee Personal Vehicle Use	-	23	50	100	100	-
5210.100	Postage General	74	100	100	100	100	-
5211.135	Utilities Water and Sewer	1,017	820	900	900	900	-
5211.137	Utilities Electric and Gas	3,393	2,900	2,800	2,800	2,800	-
5211.139	Utilities Propane	2,381	2,500	3,174	3,000	3,000	-
5213.100	Professional/Contract Services General	8,694	8,028	9,469	9,500	9,500	-
5214.100	Repair and Maint Service General	613	1,020	1,020	1,020	1,020	-
5215.100	Rents and Leases Miscellaneous	92	100	1	1	1	-
5216.100	Communications General Services	2,335	1,900	1,750	2,950	2,950	-
5218.100	Advertising General	47	36	55	-	-	-
5219.100	Printing General	260	212	312	395	395	-
5220.100	Employee Development General	4	120	2,266	2,325	2,325	-
5223.105	Meals and Refreshments Emergencies and Meetings	25	20	20	-	-	-
5225	Bank Fees and Charges	719	500	500	500	500	-
5280.100	Bad Debt Write Off Expense	42	-	-	_	_	_
5304	Furniture & Equipment	1,855	-	-	_	_	_
5501	Debt Service Payment - Principal	194	194	194	-	-	-
5910.010	Transfers Out To General Fund	24,605	28,455	25,986	27,821	28,726	-
Expenditures Total		173,969	164,012	166,372	196,977	197,882	-
Fund Net Total:	2070 - Animal Control	14,841	2,572	1,036	1,901	-	-
Ending Fund Balan	ce:	2,838	5,410	3,874	5,775	3,874	-



G/L Account	Transaction	Number of Units	Cost per Unit	Total Amount
EXPENSES				
Fund 2070 - Animal Co				
Department 30 - Police				
Program <b>4540 - Po</b> Account	olice - Animal Control 3901,100 - Refunds & Reimbursements Miscellaneous			
2070.30.4540.3901.100	PASH - Animal Food/Kitty Litter	1.00	700.00	700.00
2070.30.4540.3901.100	PASH - Electricity	1.00	2,800.00	2,800.00
2070.30.4540.3901.100	PASH - Medical Supplies	1.00	1,000.00	1,000.00
2070.30.4540.3901.100	PASH - Propane	1.00	3,000.00	3,000.00
2070.30.4540.3901.100	PASH - Rendering/Animal Disposal	1.00	3,400.00	3,400.00
2070.30.4540.3901.100	PASH - Veterinarian Services	1.00	1,000.00	1,000.00
	Account 3901.100 - Refunds & Reimbursements Miscellaneous Totals	Transactions	6	\$11,900.00
Account	5105 - Salaries - Overtime/FLSA			
2070.30.4540.5105	Overtime	1.00	500.00	500.00
	Account 5105 - Salaries - Overtime/FLSA Totals	Transactions	1	\$500.00
	5119.100 - Retiree Costs Medical Insurance			
2070.30.4540.5119.100	Retiree Health Premiums	1.00	17,985.00	17,985.00
	Account 5119.100 - Retiree Costs Medical Insurance Totals	Transactions	1	\$17,985.00
Account 2070.30.4540.5201.100	5201.100 - Office Supplies General Misc. Office Supplies/Toner	1.00	250.00	250.00
2070.3011310.32011100	·	Transactions	1	\$250.00
A	Account 5201.100 - Office Supplies General Totals	Transaction to	-	4230.00
2070.30.4540.5202.100	5202.100 - Operating Supplies General Animal Food/Kitty Litter	1.00	700.00	700.00
2070.30.4540.5202.100	Dog License Tags	1.00	265.00	265.00
2070.30.4540.5202.100	Medical Supplies	1.00	1,000.00	1,000.00
2070.30.4540.5202.100	Misc. Operating Supplies/Paper	1.00	300.00	300.00
2070.30.4540.5202.100	Shelter Supplies/Equipment - Catch Nets/Animal Safety Gloves	1.00	800.00	800.00
2070.30.4540.5202.100	Special Equipment - Thermometer/Booties/Clippers	1.00	400.00	400.00
2070.30.4540.5202.100	Uniforms - 2 Shelter Asst./1-Office Asst./1-Officer	1.00	600.00	600.00
	Account 5202.100 - Operating Supplies General Totals	Transactions	7	\$4,065.00
Account 2070.30.4540.5203.100	5203.100 - Repairs and Maint Supplies General Janitorial/Facility - Supplies/Equipment	1.00	200.00	200.00
2070.30.4540.5203.100	Yard Cleaning Supplies/Equipment	1.00	200.00	200.00
	Account 5203.100 - Repairs and Maint Supplies General Totals	Transactions	2	\$400.00
Account	5204 - Subscriptions and Code Books			269



G/L Account	Transaction	Number of Units	Cost per Unit	Total Amount
2070.30.4540.5204	State Humane Association 2015 Animal Law Handbook	1.00	140.00	140.00
	Account 5204 - Subscriptions and Code Books Totals	Transactions	1	\$140.00
Account 2070.30.4540.5209.101	5209.101 - Auto Fuel Expense Town Vehicles Department Vehicles	1.00	4,000.00	4,000.00
	Account 5209.101 - Auto Fuel Expense Town Vehicles Totals	Transactions	1	\$4,000.00
Account	5209.105 - Auto Fuel Expense Employee Personal Vehicle Use	,		
2070.30.4540.5209.105	Employee Mileage/Fuel	1.00	100.00	100.00
	Account 5209.105 - Auto Fuel Expense Employee Personal Vehicle Use Totals	Transactions	1	\$100.00
Account 2070.30.4540.5210.100	5210.100 - Postage General Postage Stamps/Shipping	1.00	100.00	100.00
-07010011011012101100	Account <b>5210.100 - Postage General</b> Totals	Tuescentiana	1	\$100.00
Account	5211.135 - Utilities Water and Sewer			
2070.30.4540.5211.135	Water - Utility	1.00	900.00	900.00
	Account 5211.135 - Utilities Water and Sewer Totals	Transactions	1	\$900.00
Account 2070.30.4540.5211.137	5211.137 - Utilities Electric and Gas Electricity - Utility	1.00	2,800.00	2,800.00
2070.30.4340.3211.137			2,000.00	\$2,800.00
Account	Account 5211.137 - Utilities Electric and Gas Totals	Transactions	•	\$2,000.00
2070.30.4540.5211.139	5211.139 - Utilities Propane Propane - Utility	1.00	3,000.00	3,000.00
	Account <b>5211.139 - Utilities Propane</b> Totals	Transactions	1	\$3,000.00
Account 2070.30.4540.5213.100	5213.100 - Professional/Contract Services General	1.00	2,150.00	2,150.00
2070.30.4540.5213.100	Chameleon Yearly Maintenance 1/1/15-12/30/15	1.00	2,150.00 1,650.00	1,650.00
070.30.4540.5213.100	Employee Rabies Vaccination  Hearing Fees	1.00	1,000.00	1,000.00
2070.30.4540.5213.100	Rendering/Animal Disposal	1.00	3,700.00	3,700.00
070.30.4540.5213.100	Veterinarian Services	1.00	1,000.00	1,000.00
.070.30. 1310.3213.100	Account 5213.100 - Professional/Contract Services General Totals		5	\$9,500.00
Account	5214.100 - Repair and Maint Service General	,	· ·	43/300.00
2070.30.4540.5214.100	Facility Maintenance/Repair - Septic Tank Pumped	1.00	500.00	500.00
2070.30.4540.5214.100	Fire Extinguisher Annual Maintenance/Repair Facility & Vehicles	1.00	200.00	200.00
070.30.4540.5214.100	Fuel Pump Repairs	1.00	100.00	100.00
070.30.4540.5214.100	Pest Control	1.00	220.00	220.00
	Account 5214.100 - Repair and Maint Service General Totals	Transactions	4	\$1,020.00
Account 2070.30.4540.5215.100	5215.100 - Rents and Leases Miscellaneous Propane Tank Yearly Rental	1.00	1.00	1.00
5.50. 15 10.5215.100		T	1.00	\$1.00
	Account <b>5215.100 - Rents and Leases Miscellaneous</b> Totals	Transactoris	-	269



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
Account 2070.30.4540.5216.100	5216.100 - Communications General Services Cell Phone Service		1.00	1,200.00	1,200.00
2070.30.4540.5216.100	Landlines/Long Distance/Centrex		1.00	1,750.00	1,750.00
2070.50. 15 10.5210.100	Editalines/ Long Distance/ centrex	Assembly F246 400 Communications Communications Table	Transactions	2	\$2,950.00
		Account <b>5216.100 - Communications General Services</b> Totals	Transactions	2	Ψ2,730.00
Account 2070.30.4540.5219.100	5219.100 - Printing General Business Cards		1.00	20.00	20.00
2070.30.4540.5219.100	Door Knob Hangers		1.00	225.00	225.00
2070.30.4540.5219.100	License Renewal Reminder Cards		1.00	150.00	150.00
		Account <b>5219.100 - Printing General</b> Totals	Transactions	3	\$395.00
Account	5220.100 - Employee Development General				
2070.30.4540.5220.100	A/C Officer Training (2) PC832		1.00	150.00	150.00
2070.30.4540.5220.100	A/C Officer Training Academy		1.00	2,000.00	2,000.00
2070.30.4540.5220.100	State Humane Association Membership		1.00	175.00	175.00
		Account 5220.100 - Employee Development General Totals	Transactions	3	\$2,325.00
Account	5225 - Bank Fees and Charges				
2070.30.4540.5225	Bank Fees		1.00	500.00	500.00
		Account 5225 - Bank Fees and Charges Totals	Transactions	1	\$500.00
Account	5910.010 - Transfers Out To General Fund				
2070.30.4540.5910.010	Finance, Fleet, HR and IT (Labor and Supplies)		1.00	10,782.00	10,782.00
2070.30.4540.5910.010	Insurance (Crime, Liability and Mobile Equipment)		1.00	6,442.00	6,442.00
2070.30.4540.5910.010	Pension Obligation Bond Allocation & Admin		1.00	9,862.00	9,862.00
2070.30.4540.5910.010	Professional Services (Audit, System Maint)		1.00	1,640.00	1,640.00
		Account 5910.010 - Transfers Out To General Fund Totals	Transactions	4	\$28,726.00

## FY 2014/2015

Fleet Management

	VN OF PARAI Year 2014/15					
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 1010 - General Fund						
Department: 20 - Administrative Services						
Program: 4550 - Fleet Management						
Expenditures						
5100 Personnel Services	103,811	102,252	102,444	111,573	111,573	-
5200 Supplies and Services	65,977	65,830	71,964	71,500	71,500	-
5300 Capital Outlay	-	918	918	750	750	-
5500 Debt Service	4,366	4,365	4,366	4,172	4,172	-
Total Expenditures	174,154	173,365	179,692	187,995	187,995	
Revenues						
Service Fees						
Fines and Forfeitures						
Other						
Total Revenues		-	-	-	-	-
Net General Fund Support	174,154	173,365	179,692	187,995	187,995	-
	·			·		
Fiscal Year 2014-2015 Personnel Allocation						
Position/Title	Weekly Hours	Percent Allocated	Full Time Equiv	Allocated Wages & Benefits		
Fleet Maint. Manager	40	100%	1.00	111,573		

		WN OF PARA Year 2014/15					
		2013 Actual	2014 Amended	2014 Estimated	2015 Department	2015 Manager	
Account Number	<u> </u>	Amount	Budget	Amount	Requested	Recommend	Adopted
Fund: 1010 - Genera	ll Fund						
Expenditures							
•	Iministrative Services						
Program: 4550 - Flee							
5101	Salaries - Permanent	62,712	63,992	64,168	70,907	70,907	-
5106.100	Incentives & Admin Leave Administrative Leave	2,721	2,715	2,715	3,000	3,000	-
5106.200	Incentives & Admin Leave Gym Reimbursement	-	-	-	-	-	-
5109.100	Allowances Uniform Allowance	500	500	500	500	500	-
5109.102	Allowances Tool Allowance	1,000	1,000	1,000	1,000	1,000	-
5111	Medicare	822	916	842	1,093	1,093	-
5112.101	Retirement Contribution PERS	6,971	7,417	7,453	8,928	8,928	-
5113	Worker's Compensation	2,640	2,815	2,815	2,505	2,505	-
5114.101	Health Insurance Medical	13,530	15,389	15,423	15,523	15,523	-
5114.102	Health Insurance Dental	1,553	-	-	-	-	-
5114.103	Health Insurance Vision	167	-	-	-	-	-
5116.101	Life and Disability Insurance Life & Disab.	228	697	717	811	811	-
5116.102	Life and Disability Insurance Long Term/Short Term	406	-	-	-	-	-
5119.100	Retiree Costs Medical Insurance	10,562	6,811	6,811	7,306	7,306	-
5201.100	Office Supplies General	_	25	_	_	-	-
5202.100	Operating Supplies General	729	100	182	200	200	-
5203.100	Repairs and Maint Supplies General	32,968	35,000	47,000	40,200	40,200	-
5209.101	Auto Fuel Expense Town Vehicles	1,681	800	832	850	850	-
5210.100	Postage General	50	50	50	50	50	-
5213.100	Professional/Contract Services General	2,805	2,800	3,000	3,000	3,000	_
5214.100	Repair and Maint Service General	26,782	24,600	20,000	24,800	24,800	_
5216.100	Communications General Services	962	955	900	900	900	_
5220.100	Employee Development General	-	1,500	-	1,500	1,500	-
5303	Improvements	_	918	918	750	750	_
5501	Debt Service Payment - Principal	4,366	4,365	4,366	4,172	4,172	-
Expenditure Grand	l Totals:	174,154	173,365	179,692	187,995	187,995	-



G/L Account	Transaction	Number of Units	Cost per Unit	Total Amount
EXPENSES				
Fund 1010 - General Fur				
Department 20 - Admir				
	et Management 5119.100 - Retiree Costs Medical Insurance			
1010.30.4550.5119.100	Retiree Health Premium	1.00	7,306.00	7,306.00
	Account 5119.100 - Retiree Costs Medical Insurance Totals	Transactions	1	\$7,306.00
	5202.100 - Operating Supplies General			
1010.30.4550.5202.100	Shop Rags, Towels and Other Operating Supplies	1.00	200.00	200.00
	Account 5202.100 - Operating Supplies General Totals	Transactions	1	\$200.00
	5203.100 - Repairs and Maint Supplies General	4.00	200.00	200.00
1010.30.4550.5203.100	Fuel Pump Repairs	1.00	200.00	200.00
1010.30.4550.5203.100	Small Tools	1.00	500.00	500.00
1010.30.4550.5203.100	Tire - Fire Department	1.00	3,500.00	3,500.00
1010.30.4550.5203.100	Tires - Police Department/Animal Control/VIPS	1.00	3,500.00	3,500.00
1010.30.4550.5203.100	Tires - Public Works/Town Hall	1.00	2,500.00	2,500.00
1010.30.4550.5203.100	Vehicle Replacement Parts/New Parts - All Town	1.00	30,000.00	30,000.00
	Account 5203.100 - Repairs and Maint Supplies General Totals	Transactions	6	\$40,200.00
Account 1010.30.4550.5209.101	5209.101 - Auto Fuel Expense Town Vehicles Fuel in Mechanic's Town Vehicle and Fuel to Service Vehicles	1.00	850.00	850.00
	Account 5209.101 - Auto Fuel Expense Town Vehicles Totals	Transactions	1	\$850.00
Account	5210.100 - Postage General			
1010.30.4550.5210.100	Postage - Return Parts	1.00	50.00	50.00
	Account 5210.100 - Postage General Totals	Transactions	1	\$50.00
	5213.100 - Professional/Contract Services General			
1010.30.4550.5213.100	Physical Exam & Drug Testing for Class "B" License	1.00	300.00	300.00
1010.30.4550.5213.100	Smog Service	1.00	1,600.00	1,600.00
1010.30.4550.5213.100	Towing Service	1.00	1,100.00	1,100.00
	Account <b>5213.100 - Professional/Contract Services General</b> Totals	Transactions	3	\$3,000.00
Account 1010.30.4550.5214.100	5214.100 - Repair and Maint Service General Butte County Public Health - Hazardous Waste	1.00	600.00	600.00
1010.30.4550.5214.100	Fuel Pump Repairs Service	1.00	200.00	200.00
1010.30.4550.5214.100	Outside Vehicle Repair/Service	1.00	22,000.00	22,000.00
1010.30.4550.5214.100	Tire Repair/Service	1.00	2,000.00	2,000.00 \$24,800.00
	Account <b>5214.100 - Repair and Maint Service General</b> Totals	Transactions	4	\$24,800.00
Account 1010.30.4550.5216.100	5216.100 - Communications General Services Cell/Data Service	1.00	900.00	
10101001 1000101101		1.00	500.00	274



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
		Account 5216.100 - Communications General Services Totals	Transactions	1	\$900.00
Accoun 1010.30.4550.5220.100	5220.100 - Employee Development General Employee Development/Training		1.00	1,500.00	1,500.00
		Account <b>5220.100 - Employee Development General</b> Totals	Transactions	1	\$1,500.00
Accoun	t 5303 - Improvements				
1010.30.4550.5303	Exterior Shop Lighting		1.00	250.00	250.00
1010.30.4550.5303	Roof and Wall Repair		1.00	500.00	500.00
		Account 5303 - Improvements Totals	Transactions	2	\$750.00
Accoun	t 5501 - Debt Service Payment - Principal				
1010.30.4550.5501	(O) West AM 7/10 - Shop Truck Year 5 of 5		1.00	4,172.00	4,172.00
		Account 5501 - Debt Service Payment - Principal Totals	Transactions	1	\$4,172.00

### FY 2014/2015

# Fire Department

Administration, Suppression & Volunteers

	VN OF PARAI Year 2014/15					
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 1010 - General Fund						
Department: 35 - Fire						
Program: 4610 - Fire - Administrative						
Expenditures						
5100 Personnel Services	99,329	100,951	100,988	103,701	103,701	-
5200 Supplies and Services	67,092	68,522	68,339	68,964	68,964	-
5300 Capital Outlay	8,137	5,395	5,700	6,300	1,500	-
5500 Debt Service	10,830	387	386	-	1,370	-
Total Expenditures	185,388	175,255	175,413	178,965	175,535	
Revenues Service Fees						
Fines and Forfeitures Other						
Total Revenues	-	-	-	-		
Net General Fund Support	185,388	175,255	175,413	178,965	175,535	-
Fiscal Year 2014-2015 Personnel Allocation						
Position/Title	Weekly Hours	Percent Allocated	Full Time Equiv	Allocated Wages & Benefits		
·						
Administrative Assistant II	24	100%	0.60	30,810		
Civilian Fire Prevention Inspector	18	100%	0.45	12,921		
		Total	1.05	43,731	•	

TOWN OF PARADISE  Fiscal Year 2014/15 Budget							
Account Numbe		2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 1010 - Genera	al Fund						
<u>Expenditures</u>							
Department: 35 - Fi	re						
Program: 4610 - Fire	e - Administrative						
5101	Salaries - Permanent	22,733	33,924	34,017	35,190	35,190	-
5102	Salaries - Temporary	11,541	-	-	-	-	-
5106.200	Incentives & Admin Leave Gym Reimbursement	-	180	90	90	90	-
5111	Medicare	542	516	542	510	510	-
5112.101	Retirement Contribution PERS	2,507	3,301	3,305	3,693	3,693	-
5112.102	Retirement Contribution Social Security	716	-	-	-	-	-
5113	Worker's Compensation	727	754	754	630	630	-
5114.101	Health Insurance Medical	3,123	3,123	3,123	3,123	3,123	-
5116.101	Life and Disability Insurance Life & Disab.	137	301	305	334	334	-
5116.102	Life and Disability Insurance Long Term/Short Term	147	-	-	-	-	-
5119.100	Retiree Costs Medical Insurance	57,157	58,852	58,852	60,131	60,131	-
5201.100	Office Supplies General	814	1,322	1,000	1,000	1,000	-
5202.100	Operating Supplies General	2,927	1,510	1,250	3,180	3,180	-
5203.100	Repairs and Maint Supplies General	5,143	3,978	4,678	3,000	3,000	-
5204	Subscriptions and Code Books	946	1,166	1,166	-	-	-
5209.105	Auto Fuel Expense Employee Personal Vehicle Use	16	-	-	-	-	-
5210.100	Postage General	362	330	284	345	345	-
5211.135	Utilities Water and Sewer	2,349	2,775	2,700	2,784	2,784	-
5211.137	Utilities Electric and Gas	17,964	19,000	19,000	19,200	19,200	-
5211.139	Utilities Propane	310	550	500	505	505	-
5213.100	Professional/Contract Services General	4,619	5,130	5,500	5,010	5,010	-
5214.100	Repair and Maint Service General	10,520	13,504	13,504	15,004	15,004	-
5215.106	Rents and Leases Copiers	6,630	6,857	6,857	6,876	6,876	-
5216.100	Communications General Services	13,979	11,900	11,700	11,760	11,760	-
5219.100	Printing General	54	500	200	300	300	-
5220.100	Employee Development General	459	-	-	-	-	-
5303	Improvements	7,281	1,894	1,500	1,500	1,500	-
5304	Furniture & Equipment	855	3,501	4,200	4,800	-	-
5501	Debt Service Payment - Principal	10,830	387	386	-	1,370	-
Expenditure Gran	d Totals:	185,388	175,255	175,413	178,965	175,535	-



G/L Account	Transaction	Numbe	er of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 1010 - General					
Department 35 - Fir					
	Fire - Administrative 5119.100 - Retiree Costs Medical Insurance				
1010.35.4610.5119.100	Retiree Health Premium		1.00	60,131.00	60,131.00
	Account <b>5119.100</b>	Retiree Costs Medical Insurance Totals	ansactions	1	\$60,131.00
Accoun	5201.100 - Office Supplies General				
1010.35.4610.5201.100	General Office Supplies		1.00	1,000.00	1,000.00
	Account 5	201.100 - Office Supplies General Totals	ansactions	1	\$1,000.00
	5202.100 - Operating Supplies General		12.00	25.00	200.00
1010.35.4610.5202.100	Flag Replacement: US and Calif		12.00	25.00	300.00
1010.35.4610.5202.100	Knox Box with Hardware		2.00	835.00	1,670.00
1010.35.4610.5202.100	Miscellaneous Operating Supplies		1.00	500.00	500.00
1010.35.4610.5202.100	Printer Cartridges		1.00	510.00	510.00
1010.35.4610.5202.100	Recognitions		1.00	200.00	200.00
	Account <b>5202.</b>	<b>100 - Operating Supplies General</b> Totals	ansactions	5	\$3,180.00
Account 1010.35.4610.5203.100	5203.100 - Repairs and Maint Supplies General All Stations: Cleaning Supplies		1.00	750.00	750.00
1010.35.4610.5203.100	All Stations: Living Supplies-Towels, Food Storage, etc		1.00	750.00	750.00
1010.35.4610.5203.100	All Stations: Paper Towels, Toilet Tissue		1.00	750.00	750.00
1010.35.4610.5203.100	All Stations: Rugs, Rags, Mops		1.00	750.00	750.00
	Account <b>5203.100 - Re</b>	pairs and Maint Supplies General Totals	nsactions	4	\$3,000.00
Accoun	5210.100 - Postage General				
1010.35.4610.5210.100	Postage General: Packages, Service Items Shipping, etc.		1.00	100.00	100.00
1010.35.4610.5210.100	Postage: Burn Permits, Correspondence		500.00	.49	245.00
	Acco	unt <b>5210.100 - Postage General</b> Totals	nsactions	2	\$345.00
	5211.135 - Utilities Water and Sewer			40.00	
1010.35.4610.5211.135	Pentz Road Site		12.00	12.00	144.00
1010.35.4610.5211.135	Station 81: Birch Street		12.00	130.00	1,560.00
1010.35.4610.5211.135	Station 82: S. Libby		12.00	55.00	660.00
1010.35.4610.5211.135	Station 83: Wagstaff (6x\$25 and 6x\$45)	_	1.00	420.00	420.00
	Account <b>521</b>	<b>1.135 - Utilities Water and Sewer</b> Totals	ansactions	4	\$2,784.00
Account 1010.35.4610.5211.137	5211.137 - Utilities Electric and Gas Electricity - Three Stations		1.00	19,200.00	19,200.00
2020001 1010102111107	,	14 127 Utilities Flocture and Cas Totals	nsactions	17,200.00	\$19,200.00
A 0.22		11.137 - Utilities Electric and Gas Totals		-	725,250.00
Accoun	5211.139 - Utilities Propane				279



G/L Account	Transaction	Number of Units	Cost per Unit	Total Amount
1010.35.4610.5211.139	All Stations: Fuel for Barbeques	1.00	200.00	200.00
1010.35.4610.5211.139	Generator: Fire/PD Shared Cost	1.00	305.00	305.00
	Account <b>5211.139 - Utilities Propane</b> Totals	Transactions	2	\$505.00
	5213.100 - Professional/Contract Services General			
1010.35.4610.5213.100	Butte County Air Quality Permits	1.00	310.00	310.00
1010.35.4610.5213.100	CISD (Critical Incident Stress Debriefing)	1.00	510.00	510.00
1010.35.4610.5213.100	HazMat JPA	1.00	4,050.00	4,050.00
1010.35.4610.5213.100	Station 81: Shredding Service	7.00	20.00	140.00
	Account 5213.100 - Professional/Contract Services General Totals	Transactions	4	\$5,010.00
	5214.100 - Repair and Maint Service General	1.00	F10.00	F10.00
1010.35.4610.5214.100	All Stations: Appliance Repair	1.00	510.00	510.00
1010.35.4610.5214.100	All Stations: Pest Control Service		130.00	1,560.00
1010.35.4610.5214.100	All Stations: Cleaning - Carpets, Blinds, Recliners	1.00	500.00	500.00
1010.35.4610.5214.100	Apparatus Bay Doors	1.00	750.00	750.00
1010.35.4610.5214.100	Copy Machine Service Agreement (taxes only)	1.00	714.00	714.00
1010.35.4610.5214.100	Fire RMS Software Maintenance/Zoll: One work station	1.00	630.00	630.00
1010.35.4610.5214.100	Motorola Service	1.00	3,000.00	3,000.00
1010.35.4610.5214.100	Radios: General Repairs	1.00	2,000.00	2,000.00
1010.35.4610.5214.100	SCBA Mask Replacement	1.00	1,500.00	1,500.00
1010.35.4610.5214.100	SCBA Testing	1.00	2,000.00	2,000.00
1010.35.4610.5214.100	Viso Pro 2014 License (4)	4.00	460.00	1,840.00
	Account 5214.100 - Repair and Maint Service General Totals	Transactions	11	\$15,004.00
Account 1010.35.4610.5215.106	5215.106 - Rents and Leases Copiers Canon Copier Lease (year 5 of 5)	1.00	6,876.00	6,876.00
1010.33.4010.3213.100		Transactions	0,070.00	\$6,876.00
	Account <b>5215.106 - Rents and Leases Copiers</b> Totals	Hallsactions	1	<b>\$0,670.00</b>
Account 1010.35.4610.5216.100	5216.100 - Communications General Services AT&T - Telephone	12.00	460.00	5,520.00
1010.35.4610.5216.100	AT&T - Tie Lines	12.00	520.00	6,240.00
	Account 5216.100 - Communications General Services Totals	Transactions	2	\$11,760.00
Account	5219.100 - Printing General			
1010.35.4610.5219.100	2-Part Forms, Permits, Tags, Envelopes	1.00	300.00	300.00
	Account 5219.100 - Printing General Totals	Transactions	1	\$300.00
	5303 - Improvements			_
1010.35.4610.5303	Station 81: Maintenance/Improvements	1.00	500.00	500.00
1010.35.4610.5303	Station 82: Maintenance/Improvements	1.00	500.00	500.00
1010.35.4610.5303	Station 83: Maintenance/Improvements	1.00	500.00	280



G/L Account	Transaction		Number of Units	Cost per Unit	<b>Total Amount</b>
		Account 5303 - Improvements Totals	Transactions	3	\$1,500.00
1010.35.4610.5501	Account 5501 - Debt Service Payment - Principal New - 4 Desktops and 1 Laptop - Yr 1 of 4		1.00	1,369.41	1,369.41
1010.55. 1010.5501	New 1 Desktops and 1 Euptop 11 1 of 1		1.00	1,505.11	1,505.11
		Account 5501 - Debt Service Payment - Principal Totals	Transactions	1	\$1,369.41

TOWN OF PARADISE Fiscal Year 2014/15 Budget								
Account Number Description		013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted	
Fund: 1010 - General Fund								
Department: 35 - Fire								
Program: 4630 - Fire - Suppression								
Expenditures								
5100 Personnel Services		1,848,515	203,652	214,451	196,967	196,967	-	
5200 Supplies and Services		1,317,832	2,677,847	2,672,535	2,895,179	2,895,179	-	
5300 Capital Outlay		10,943	30,247	20,749	36,852	36,852	-	
5500 Debt Service		73,107	133,816	133,895	114,265	114,265	-	
Total Expenditures		3,250,397	3,045,562	3,041,630	3,243,263	3,243,263	-	
Revenues								
Service Fees Fines and Forfeitures Other								
Total Revenues		-	-	-	-	-	-	
Net General Fund Support		3,250,397	3,045,562	3,041,630	3,243,263	3,243,263	<u>.</u>	
		-,,	2,0 .2,002	2,2 .2,230	3,2 .3,203	2,2 .2,203		

TOWN OF PARADISE  Fiscal Year 2014/15 Budget							
Account Numbe		2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
<b>Fund:</b> 1010 - Genera							
<u>Expenditures</u>							
Department: 35 - Fi	ire						
Program: 4630 - Fir	e - Suppression						
5101	Salaries - Permanent	693,302	154	154	-	-	-
5103.102	Differential Pay Out of Class	1,711	-	-	-	-	-
5104	Wages - PS Holiday Pay	33,021	1,856	1,856	-	-	-
5105	Salaries - Overtime/FLSA	212,301	-	-	-	-	-
5105.200	Salaries - Overtime/FLSA State Assistance Overtime	46,794	-	-	-	-	-
5106.102	Incentives & Admin Leave Emergency Medical Tech	4,119	-	-	-	_	_
5106.103	Incentives & Admin Leave Team Pay	28,271	-	-	-	_	_
5106.200	Incentives & Admin Leave Gym Reimbursement	2,298	-	-	-	_	-
5109.100	Allowances Uniform Allowance	11,378	127	127	-	_	_
5111	Medicare	15,153	31	31	-	_	_
5112.101	Retirement Contribution PERS	195,176	158	151	-	_	-
5113	Worker's Compensation	120,898	-	-	-	_	_
5114.101	Health Insurance Medical	142,195	1,009	1,009	-	_	-
5114.102	Health Insurance Dental	12,846	-	-	-	_	-
5114.103	Health Insurance Vision	1,177	-	-	-	_	-
5115	Unemployment Compensation	11,700	-	-	-	_	_
5116.101	Life and Disability Insurance Life & Disab.	2,204	-	-	-	_	_
5116.102	Life and Disability Insurance Long Term/Short Term	1,411	-	-	-	_	_
5119.100	Retiree Costs Medical Insurance	217,606	200,302	211,108	196,967	196,967	_
5122	Accrual Bank Payoff	94,955	15	15	-	-	_
5202.100	Operating Supplies General	21,400	19,657	19,657	23,012	23,012	_
5203.100	Repairs and Maint Supplies General	2,430	9,000	8,000	8,030	8,030	_
5209.101	Auto Fuel Expense Town Vehicles	31,192	30,000	28,000	29,400	29,400	-
5213.100	Professional/Contract Services General	1,245,241	2,597,690	2,597,690	2,816,437	2,816,437	_
5214.100	Repair and Maint Service General	12,286	17,000	17,000	16,300	16,300	_
5216.100	Communications General Services	1,214	-	-	-	-	_
5220.100	Employee Development General	2,138	2,500	188	-	-	-
5223.105	Meals and Refreshments Emergencies and	17	-	-	-	-	-
5269.135	Emergency Incident Costs Fire Related	1,914	2,000	2,000	2,000	2,000	-
5304	Furniture & Equipment	10,943	30,247	20,749	36,852	36,852	-

TOWN OF PARADISE  Fiscal Year 2014/15 Budget								
Account Num	nber Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted	
5501	Debt Service Payment - Principal	73,107	133,816	133,895	114,265	114,265	-	
Expenditure Gr	rand Totals:	3,250,397	3,045,562	3,041,630	3,243,263	3,243,263	-	



G/L Account	Transaction	Number of Units	Cost per Unit	Total Amount
EXPENSES				
Fund 1010 - Genera				
Department 35 - F				
	- Fire - Suppression nt 5119.100 - Retiree Costs Medical Insurance			
1010.35.4630.5119.100	Retiree Health Premium	1.00	196,967.00	196,967.00
	Account 5119.100 - Retiree Costs Medical Insurance Totals	Transactions	1	\$196,967.00
	nt 5202.100 - Operating Supplies General	1.00	215.00	215.00
1010.35.4630.5202.100	Back Pumps	1.00	215.00	215.00
1010.35.4630.5202.100	Batteries (AA, AAA,C, D, phone, radio)	1.00	2,000.00	2,000.00
1010.35.4630.5202.100	Communication Devices/Pagers (3)	3.00	500.00	1,500.00
1010.35.4630.5202.100	EMS Equipment & Supplies	1.00	7,650.00	7,650.00
1010.35.4630.5202.100	EMS Oxygen (Annual and Rental)	1.00	1,020.00	1,020.00
1010.35.4630.5202.100	Foam (Class A & B)	1.00	1,500.00	1,500.00
1010.35.4630.5202.100	Handtool Replacement	1.00	500.00	500.00
1010.35.4630.5202.100	Hazmat Supplies: Absorbents, Booms, Pads	1.00	1,500.00	1,500.00
1010.35.4630.5202.100	Hose Clamp	5.00	195.00	975.00
1010.35.4630.5202.100	Miscellaneous/Fuel Monitors	1.00	300.00	300.00
1010.35.4630.5202.100	PIRV Valve	1.00	1,900.00	1,900.00
1010.35.4630.5202.100	PPE: All Stations - Eye Wash Stations	3.00	45.00	135.00
1010.35.4630.5202.100	PPE: Traffic Safety Vests	8.00	27.00	216.00
1010.35.4630.5202.100	PPE: Eyes, Ears, Warning Tape, etc	1.00	1,000.00	1,000.00
1010.35.4630.5202.100	PPE: Gloves (Structural Wildland)	1.00	1,000.00	1,000.00
1010.35.4630.5202.100	PPE: Miscellaneous (Helmets, Gloves)	1.00	1,000.00	1,000.00
1010.35.4630.5202.100	Small Engine Fuel, Oil and Additives	1.00	300.00	300.00
1010.35.4630.5202.100	Warning Tape	1.00	300.00	300.00
	Account 5202.100 - Operating Supplies General Totals	Transactions	18	\$23,011.00
	nt 5203.100 - Repairs and Maint Supplies General			
1010.35.4630.5203.100	Apparatus: Valves and Maintenance	1.00	1,530.00	1,530.00
1010.35.4630.5203.100	Apparatus: Cleaning Supplies	1.00	300.00	300.00
1010.35.4630.5203.100	Breathing Support - Lighting and Maintenance	1.00	200.00	200.00
1010.35.4630.5203.100	Communication Equipment Repair	1.00	1,200.00	1,200.00
1010.35.4630.5203.100	ITX Gas Monitor Part (O, CO, H2S, EEC, HCN)	1.00	1,000.00	1,000.00
1010.35.4630.5203.100	SCBA: Air System Maintenance/Supplies	1.00	2,000.00	2,000.00
1010.35.4630.5203.100	Small Engine & Equipment Repair/Maint. (generators, saws, extr)	1.00	1,000.00	1,000.00
1010.35.4630.5203.100	SVM2 Comparator Cards	1.00	800.00	
				285



Account 1010.35.4630.5209.101 Suppose Town Vehicles Auto Fuel - Fire Engines & Vehicles	Transactions  1.00  Auto Fuel Expense Town Vehicles Totals  Transactions  1.00  Transactions  1.00	29,400.00	\$8,030.00 29,400.00 \$29,400.00
1010.35.4630.5209.101 Auto Fuel - Fire Engines & Vehicles  Account Account 1010.35.4630.5213.100 - Professional/Contract Services General Breathing Compressor Servicing (Semi-Annual)	• Auto Fuel Expense Town Vehicles Totals Transactions 1.00	1	
Account Account 5213.100 - Professional/Contract Services General Breathing Compressor Servicing (Semi-Annual) 5209.101	• Auto Fuel Expense Town Vehicles Totals Transactions 1.00	1	
Account 1010.35.4630.5213.100 - Professional/Contract Services General Breathing Compressor Servicing (Semi-Annual)	1.00	-	\$29,400.00
1010.35.4630.5213.100 Breathing Compressor Servicing (Semi-Annual)		2 500 00	
1010 2E 4620 E212 100 CAL ETRE Personnel Soniese		2,500.00	2,500.00
1010.55.4050.5215.100 CAL FIRE PEISOIII EI SEI VICES	1.00	3,012,737.00	3,012,737.00
1010.35.4630.5213.100 CAL FIRE Personnel Services Requested Savings	1.00	(200,000.00)	(200,000.00)
1010.35.4630.5213.100 Trace Analytics - Air Test Compressor (quarterly)	4.00	300.00	1,200.00
Account <b>5213.100 - Prof</b>	essional/Contract Services General Totals Transactions	4	\$2,816,437.00
Account 5214.100 - Repair and Maint Service General			
1010.35.4630.5214.100 Breathing Support Modification/Repair	1.00	1,700.00	1,700.00
1010.35.4630.5214.100 Chainsaw Maintenance	1.00	1,000.00	1,000.00
1010.35.4630.5214.100 Communication Repair/Maintenance	1.00	4,000.00	4,000.00
1010.35.4630.5214.100 DART: Hydrostatic Testing and Services (4)	1.00	500.00	500.00
1010.35.4630.5214.100 Fire Extinguisher Servicing	1.00	900.00	900.00
1010.35.4630.5214.100 Ladder Testing (Truck 81, annual)	1.00	1,000.00	1,000.00
1010.35.4630.5214.100 Miscellaneous Repairs	1.00	500.00	500.00
1010.35.4630.5214.100 SCBA Hydrostatic Testing (bottle on apparatus)	1.00	2,700.00	2,700.00
1010.35.4630.5214.100 Voter Repeater System	1.00	4,000.00	4,000.00
Account <b>5214.100</b>	- Repair and Maint Service General Totals Transactions	9	\$16,300.00
Account 5269.135 - Emergency Incident Costs Fire Related			
1010.35.4630.5269.135 Emergency Incident Costs: Drinks, Meals, Ice	1.00	2,000.00	2,000.00
Account <b>5269.135 - Eme</b>	rgency Incident Costs Fire Related Totals  Transactions	1	\$2,000.00
Account 5304 - Furniture & Equipment 1010.35.4630.5304 Fire Hose	1.00	8,275.00	8,275.00
1010.35.4630.5304 Fire Hose Nozzles	4.00	788.00	3,152.00
1010.35.4630.5304 SCBA Replacement (mandatory retirement)	1.00	7,200.00	7,200.00
1010.35.4630.5304 Structural PPE	5.00	2,925.00	14,625.00
1010.35.4630.5304 Wildland PPE	5.00	720.00	3,600.00
	Int 5304 - Furniture & Equipment Totals Transactions	5	\$36,852.00
Account 5501 - Debt Service Payment - Principal	• •		
1010.35.4630.5501 (G) CapOne 9/07 - Sch1: Sutphen Fire Engine - Year 8 of 10	1.00	45,527.00	45,527.00
1010.35.4630.5501 CAL FIRE Retiree Medical Note Year 2 of 10	1.00	68,737.70	68,737.70
Account <b>5501</b>	- Debt Service Payment - Principal Totals Transactions	2	\$114,264.70

TOWN OF PARADISE								
Fiscal Year 2014/15 Budget								
Account Number Description		2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted	
Fund: 1010 - General Fund								
Department: 35 - Fire								
<b>Program:</b> 4640 - Fire - Volunteer Program								
Expenditures								
5100 Personnel Services		14,966	18,601	14,392	12,391	12,391	-	
5200 Supplies and Services		7,572	16,980	9,000	17,850	17,850	-	
5300 Capital Outlay		-	-	-	-	-	-	
5500 Debt Service		-	-	-	-	-	-	
Total Expenditures		22,538	35,581	23,392	30,241	30,241		
Revenues								
Service Fees Fines and Forfeitures Other								
Total Revenues		-	-	-	-	-	-	
Net General Fund Support		22,538	35,581	23,392	30,241	30,241	-	

TOWN OF PARADISE  Fiscal Year 2014/15 Budget							
Account Numbe		2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 1010 - Gener	al Fund						
<u>Expenditures</u>							
Department: 35 - F	ire						
Program: 4640 - Fir	re - Volunteer Program						
5118	Volunteer Benefits	14,966	18,601	14,392	12,391	12,391	-
5202.100	Operating Supplies General	800	2,000	2,000	4,740	4,740	-
5213.100	Professional/Contract Services General	6,403	13,970	7,000	12,100	12,100	-
5220.100	Employee Development General	368	1,010	-	1,010	1,010	-
Expenditure Gran	nd Totals:	22,538	35,581	23,392	30,241	30,241	-



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 1010 - General F	und				
Department 35 - Fire					
	ire - Volunteer Program				
Account 1010.35.4640.5118	5118 - Volunteer Benefits \$10K Life/Add (annual)		20.00	290.00	5,800.00
1010.35.4640.5118	\$10K Life/Add (quarterly)		20.00	90.00	1,800.00
1010.35.4640.5118	Active Paid-Call Life Insurance (annual)		20.00	75.00	1,500.00
1010.35.4640.5118	CSFA Annual Dues		20.00	75.00	1,500.00
1010.35.4640.5118	Workers Compensation Insurance		1.00	1,818.00	1,818.00
		Account 5118 - Volunteer Benefits Totals	Transactions	5	\$12,418.00
	5202.100 - Operating Supplies General				
1010.35.4640.5202.100	Badges		6.00	90.00	540.00
1010.35.4640.5202.100	Duty Boots		6.00	200.00	1,200.00
1010.35.4640.5202.100	Miscellaneous: PPE, Uniform, etc.		1.00	3,000.00	3,000.00
		Account <b>5202.100 - Operating Supplies General</b> Totals	Transactions	3	\$4,740.00
Account	5213.100 - Professional/Contract Services Genera	ıl			
1010.35.4640.5213.100	Annual Medical Exams		10.00	410.00	4,100.00
1010.35.4640.5213.100	Stipends - 20 volunteers		1.00	8,000.00	8,000.00
		Account 5213.100 - Professional/Contract Services General Totals	Transactions	2	\$12,100.00
	5220.100 - Employee Development General				
1010.35.4640.5220.100	Paid Call Certification/Training		1.00	500.00	500.00
1010.35.4640.5220.100	Per Diem		1.00	510.00	510.00
		Account 5220.100 - Employee Development General Totals	Transactions	2	\$1,010.00

### FY 2014/2015

# Community Development Services

Planning, Waste Management, Building Safety & Waste Water Services and Abandoned Vehicle Abatement (AVA)

	TOWN OF PARAL Fiscal Year 2014/15					
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Counc Adopted
Fund: 1010 - General Fund						
Department: 40 - Community Development						
Program: 4720 - CDD Planning						
Expenditures						
5100 Personnel Services	151,062	138,879	137,495	113,507	113,507	-
5200 Supplies and Services	10,555	42,225	42,045	10,225	10,225	-
5300 Capital Outlay	-	-	-	-	-	-
5500 Debt Service	2,663	580	580	-	-	-
Total Expenditures	164,280	181,684	180,120	123,732	123,732	
Revenues						
Service Fees						
Fines and Forfeitures						
Other						
Total Revenues		-	-		-	
Net General Fund Support	164,280	181,684	180,120	123,732	123,732	-
Fiscal Year 2014-2015 Personnel Allocation	on					
		Percent	Full Time	Allocated Wages &		
Position/Title	Weekly Hours	Allocated	Equiv	Benefits		
Comm. Development Director	40	25%	0.25	35,690		
Assistant Planner	40	16%	0.16	11,821		
Code Enforcement Officer	40	90%	0.90	50,858	_	
		Total	1.31	98,369	_	
<b>Allocation to Other Programs</b>						
Comm. Development Director	Wst Mgt 17%; B	SWW 55%; Trai	nsit 3%			
Assistant Planner	Wst Mgt 25%; B	SWW 46%; Gas	Tax 7%; Transi	it 6%		
Code Enforcement Officer	BSWW 10%					

		WN OF PARA					
Account Numb	per Description	Year 2014/15 2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 1010 - Gene	eral Fund						
<b>Expenditures</b>							
Department: 40 -	Community Development						
<b>Program:</b> 4720 - C	CDD Planning						
5101	Salaries - Permanent	92,838	87,412	87,673	74,256	74,256	-
5106.100	Incentives & Admin Leave Administrative Leave	2,352	2,510	2,510	1,472	1,472	-
5106.200	Incentives & Admin Leave Gym Reimbursement	81	108	108	58	58	-
5107	Car Allowance/Mileage	1,128	1,128	1,128	600	600	-
5111	Medicare	1,462	1,280	1,220	1,107	1,107	-
5112.101	Retirement Contribution PERS	7,868	7,994	7,980	6,795	6,795	-
5113	Worker's Compensation	2,547	2,216	2,215	1,742	1,742	-
5114.101	Health Insurance Medical	14,148	16,777	15,201	10,929	10,929	-
5114.102	Health Insurance Dental	1,260	-	-	-	-	-
5114.103	Health Insurance Vision	198	-	-	-	-	-
5115	Unemployment Compensation	559	-	-	-	-	-
5116.101	Life and Disability Insurance Life & Disab.	336	902	869	867	867	-
5116.102	Life and Disability Insurance Long Term/Short Term	500	-	-	-	-	-
5119.100	Retiree Costs Medical Insurance	16,095	17,860	17,899	15,681	15,681	-
5122	Accrual Bank Payoff	9,691	692	692	-	-	-
5201.100	Office Supplies General	104	50	50	50	50	-
5202.100	Operating Supplies General	452	400	240	250	250	-
5209.101	Auto Fuel Expense Town Vehicles	1,428	1,000	700	800	800	-
5210.100	Postage General	368	530	570	600	600	-
5213.100	Professional/Contract Services General	298	30,863	30,863	500	500	-
5214.100	Repair and Maint Service General	7,147	8,028	8,068	7,125	7,125	-
5218.100	Advertising General	379	800	1,000	900	900	-
5219.100	Printing General	50	54	54	-	-	-
5220.100	Employee Development General	300	500	500	-	-	-
5223.105	Meals and Refreshments Emergencies and Meetings	29	-	-	-	-	-
5501	Debt Service Payment - Principal	2,663	580	580	-	-	-
Expenditure Gra	and Totals:	164,280	181,684	180,120	123,732	123,732	-



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 1010 - General F	und				
· ·	nmunity Development				
Program <b>4720 - C</b>					
Account 1010.40.4720.5119.100	5119.100 - Retiree Costs Medical Insurance Retiree Health Premium		1.00	15,681.00	15,681.00
		Account 5119.100 - Retiree Costs Medical Insurance Totals	Transactions	1	\$15,681.00
Account 1010.40.4720.5201.100	5201.100 - Office Supplies General Office Supplies		1.00	50.00	50.00
		Account 5201.100 - Office Supplies General Totals	Transactions	1	\$50.00
	5202.100 - Operating Supplies General				
1010.40.4720.5202.100	Batteries, Cleaning Supplies and Other		1.00	100.00	100.00
1010.40.4720.5202.100	Toner/Printer Cartridges		1.00	150.00	150.00
		Account 5202.100 - Operating Supplies General Totals	Transactions	2	\$250.00
Account 1010.40.4720.5209.101	5209.101 - Auto Fuel Expense Town Vehicles Auto Fuel Expense		1.00	800.00	800.00
1010.10.1720.3203.101	Auto I del Experise	Account 5209.101 - Auto Fuel Expense Town Vehicles Totals	Transactions	1	\$800.00
Account	5210.100 - Postage General	Account Session Auto Facility Expense Form Venicles Found			
1010.40.4720.5210.100	Postage		1.00	600.00	600.00
		Account <b>5210.100 - Postage General</b> Totals	Transactions	1	\$600.00
Account 1010.40.4720.5213.100	5213.100 - Professional/Contract Services Genera Code Enforcement Hearing Officer	ıl	1.00	250.00	250.00
1010.40.4720.5213.100	Surveying		1.00	250.00	250.00
		Account 5213.100 - Professional/Contract Services General Totals	Transactions	2	\$500.00
	5214.100 - Repair and Maint Service General				
1010.40.4720.5214.100	Accela Maintenance Renewal		1.00	7,124.44	7,124.44
		Account 5214.100 - Repair and Maint Service General Totals	Transactions	1	\$7,124.44
Account 1010.40.4720.5218.100	5218.100 - Advertising General Public Notices		1.00	900.00	900.00
		Account 5218.100 - Advertising General Totals	Transactions	1	\$900.00

TOWN OF PARADISE Fiscal Year 2014/15 Budget								
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted		
Fund: 1010 - General Fund				<u> </u>		•		
Department: 40 - Community Development								
Program: 4780 - CDD - Waste Management								
Expenditures								
5100 Personnel Services	29,784	30,232	30,287	42,533	42,533	-		
5200 Supplies and Services	2,450	2,500	2,200	2,300	2,300	-		
5300 Capital Outlay	-	-	-	-	-	-		
5500 Debt Service	-	-	-	-	-	-		
Total Expenditures	32,233	32,732	32,487	44,833	44,833	-		
Revenues								
Service Fees								
Fines and Forfeitures								
Other								
Total Revenues		-	-	-	-	-		
Net General Fund Support	32,233	32,732	32,487	44,833	44,833	-		
F: 17 204 204 B 1 1 1 1								
Fiscal Year 2014-2015 Personnel Allocation		Percent	Full Time	Allocated Wages &				
Position/Title	Weekly Hours	Allocated	Equiv	Benefits				
Comm. Development Director	40	17%	0.17	24,269				
Assistant Planner	40	25%	0.25	18,470				
		Total	0.42	42,739	_			
Allocation to Other Programs								
Comm. Development Director	Planning 25%; B	SWW 55%; Trai	nsit 3%					
Assistant Planner	Planning 16%; B	SWW 46%; Gas	Tax 7%; Transi	t 6%				

	TOWN OF PARADISE  Fiscal Year 2014/15 Budget								
Account Numl	per Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted		
Fund: 1010 - Gene	eral Fund								
<b>Expenditures</b>									
Department: 40 -	Community Development								
<b>Program:</b> 4780 - 0	CDD - Waste Management								
5101	Salaries - Permanent	21,205	21,565	21,624	30,567	30,567	-		
5106.100	Incentives & Admin Leave Administrative Leave	600	641	641	1,001	1,001	-		
5106.200	Incentives & Admin Leave Gym Reimbursement	59	79	79	90	90	-		
5107	Car Allowance/Mileage	288	288	288	408	408	-		
5111	Medicare	299	315	299	464	464	-		
5112.101	Retirement Contribution PERS	2,776	2,490	2,496	3,849	3,849	-		
5113	Worker's Compensation	224	238	238	287	287	-		
5114.101	Health Insurance Medical	3,626	4,380	4,374	5,551	5,551	-		
5114.102	Health Insurance Dental	431	-	-	-	-	-		
5114.103	Health Insurance Vision	47	-	-	-	-	-		
5116.101	Life and Disability Insurance Life & Disab.	91	236	248	316	316	-		
5116.102	Life and Disability Insurance Long Term/Short Term	137	-	-	-	-	-		
5211.135	Utilities Water and Sewer	2,450	2,500	2,200	2,300	2,300	-		
Expenditure Gra	and Totals:	32,233	32,732	32,487	44,833	44,833	-		



**Budget Transaction Report** Budget Year of 2014/15

G/L Account Transaction Number of Units Cost per Unit **Total Amount** 

**EXPENSES** 

Fund 1010 - General Fund

Department 40 - Community Development Program 4780 - CDD - Waste Management

Account 5211.135 - Utilities Water and Sewer

1010.40.4780.5211.135 Water Service for Green Waste

1.00 2,300.00 2,300.00 Transactions \$2,300.00

Account **5211.135 - Utilities Water and Sewer** Totals

F	TOWN OF PARADISE Fiscal Year 2014/15 Budget								
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted			
Fund: 2030 - Building Safety & Waste Water Svcs									
Department: 40 - Community Development									
Program: 4730 - Building and Onsite Inspections									
Expenditures									
5100 Personnel Services	512,239	503,989	493,897	559,930	559,930	-			
5200 Supplies and Services	36,852	71,823	39,238	51,644	51,644	-			
5300 Capital Outlay	-	900	-	2,700	-	-			
5500 Debt Service	10,220	387	386	-	771	-			
Total Expenditures	559,310	577,099	533,521	614,274	612,345				
Revenues									
Service Fees	650,803	757,780	797,110	726,557	726,557	-			
Fines and Forfeitures	9,585	10,000	15,298	12,000	12,000	-			
Other	5,616	4,899	4,899	971	971	-			
Total Revenues	666,004	772,679	817,307	739,528	739,528	-			
Net Income	106,694	195,580	283,786	125,254	127,183	-			
Transfers In	-	-	-	-	-	-			
Transfers (Out)	(110,950)	(133,789)	(132,109)	(144,720)	(144,351)	-			
Ending Fund Balance	31,948	93,739	183,625	164,159	166,457	-			

Fiscal Year 2014-2015 Personnel Allocation				
				Allocated
		Percent	Full Time	Wages &
Position/Title	Weekly Hours	Allocated	Equiv	Benefits
Building Official/Fire Marshall	40	100%	1.00	102,410
Building Permit Tech.	36	100%	0.90	34,758
Onsite Official	40	100%	1.00	105,092
Assistant Onsite Official	40	100%	1.00	75,508
Environmental Specialist	40	100%	1.00	67,344
Community Development Director	40	55%	0.55	78,518
Assistant Planner	40	46%	0.46	33,985
Code Enforcement Officer	40	10%	0.10	5,651
Finance Director	40	3%	0.03	3,721
Finance Supervisor	40	2%	0.02	2,004
		Total	6.06	508,991
Allocation to Other Programs				
Community Development Director	Planning 25%; W	/st Mgt 17%; Tr	ansit 3%	
Assistant Planner	Planning 16%; W	/st Mgt 25%; Ga	as Tax 7%; Trans	sit 6%
Code Enforcement Officer	Planning 90%			
Finance Director	Finance 84%; Ga	s Tax 3%; Trans	sit 4%; RDA 6%	
Finance Supervisor	Finance 83%; Ga			

	TOWN OF PARADISE								
	Fiscal	Year 2014/15	Budget 2014	2014	2015	2015			
Account Numb	ber Description	2013 Actual Amount	Amended Budget	Estimated Amount	Department Requested	Manager Recommend	2015 Council Adopted		
	ding Safety & Waste Wtr Svcs	Amount	Budget	Amount	Requested	Recommend	Adopted		
Revenues	ding Salety & Waste Wil SVCs								
·	Community Development								
•	Building and Onsite Inspections								
3380.102	Local Government Revenue Fines and Citations	9,585	10,000	15,098	12,000	12,000	_		
3380.103	Local Government Revenue Fines and Citations Fire	-	-	200	-	-	_		
3401.301	CDD Building Plan Check Fees	40,685	60,231	80,000	41,358	41,358	_		
3401.302	CDD Building Construction Review-Bldg Permit	126,215	170,000	180,000	158,553	158,553	_		
3401.306	CDD Building Development Permit/DIF Est Req	-	76	76	76	76	_		
3401.307	CDD Building Design Review Application	192	-	-	-	-	_		
3401.308	CDD Building Solar System Plan Checks/Permits	72	_	_	_	_	_		
3401.320	CDD Building Permit Valuation Surcharge	41	163	140	120	120	_		
3404.116	Onsite Land Use Review	3,237	6,500	7,000	4,000	4,000	_		
3404.117	Onsite Repairs to Maintain Existing Use	52,882	62,000	65,000	65,000	65,000	_		
3404.118	Onsite New Installation Standard System	2,155	7,000	7,500	4,000	4,000	_		
3404.119	Onsite Permit: Alteration/Expanded Use	905	1,000	779	1,000	1,000	_		
3404.120	Onsite Review for Land Division	-	200	69	500	500	_		
3404.123	Onsite Hourly Service Fee	228	-	-	-	-	-		
3404.125	Onsite Escrow Clearance	28,864	36,000	38,000	38,000	38,000	-		
3404.126	Onsite Building Permit Clearance	3,072	3,500	4,500	3,800	3,800	_		
3404.127	Onsite Operating Permit/Annual	365,926	394,000	394,000	394,000	394,000	-		
3404.128	Onsite Construct Install Permit Renewal	480	-	-	-	-	-		
3404.137	Onsite Alternative Systems Review	1,392	5,000	4,000	4,000	4,000	_		
3404.138	Onsite Abandonment of Septic System	117	390	900	500	500	_		
3404.150	Onsite Annual Evaluator License Fee	1,056	900	962	700	700	-		
3404.151	Onsite Extension Req for Eval or Repair	-	70	750	200	200	-		
3410.150	Administrative Services Late Fees	58	_	_	-	-	-		
3422.337	Fire Code Enforcement Inspection	19,089	7,000	8,500	7,000	7,000	-		
3422.339	Fire State Licensed Fire Inspection	100	-	-	-	-	-		
3422.346	Fire Administrative Fees	78	-	234	-	-	-		
3422.368	Fire Permit Fees	3,960	3,750	4,700	3,750	3,750	-		
3610.150	Interest Revenue Interfund Loans	5,606	3,152	3,152	971	971	-		
3901.100	Refunds & Reimbursements Miscellaneous	-	1,747	1,747	-	-	-		
3902.100	Miscellaneous Revenue General	10	-	-	-	-	-		

	TOWN OF PARADISE  Fiscal Year 2014/15 Budget								
Account Numbe		2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted		
Revenues Total		666,004	772,679	817,307	739,528	739,528	-		
<u>Expenditures</u>									
	Community Development								
•	uilding and Onsite Inspections								
5101	Salaries - Permanent	312,289	306,933	308,392	365,901	365,901	_		
5102	Salaries - Temporary	953	-	-	-	-	_		
5106.100	Incentives & Admin Leave Administrative Leave	10,577	10,433	10,433	12,361	12,361	_		
5106.200	Incentives & Admin Leave Gym Reimbursement	105	680	670	600	600	-		
5107	Car Allowance/Mileage	984	984	984	1,392	1,392	_		
5109.101	Allowances Boot Allowance	300	300	300	300	300	-		
5111	Medicare	4,674	4,295	4,562	4,907	4,907	-		
5112.101	Retirement Contribution PERS	35,157	34,836	34,505	44,609	44,609	-		
5113	Worker's Compensation	23,065	23,876	23,876	7,087	7,087	-		
5114.101	Health Insurance Medical	55,614	63,184	59,813	65,590	65,590	-		
5114.102	Health Insurance Dental	7,716	-	-	-	-	-		
5114.103	Health Insurance Vision	447	-	-	-	-	-		
5115	Unemployment Compensation	9,290	5,000	2,872	-	-	-		
5116.101	Life and Disability Insurance Life & Disab.	1,368	3,535	3,663	4,059	4,059	-		
5116.102	Life and Disability Insurance Long Term/Short Term	1,978	-	-	-	-	-		
5119.100	Retiree Costs Medical Insurance	47,722	49,361	43,255	53,124	53,124	-		
5122	Accrual Bank Payoff	-	572	572	-	-	-		
5201.100	Office Supplies General	341	400	350	350	350	-		
5202.100	Operating Supplies General	440	850	700	700	700	-		
5203.100	Repairs and Maint Supplies General	3	-	-	-	-	-		
5204	Subscriptions and Code Books	476	2,758	2,558	4,408	4,408	-		
5209.101	Auto Fuel Expense Town Vehicles	4,192	3,500	2,800	3,500	3,500	-		
5210.100	Postage General	988	800	1,000	1,000	1,000	-		
5213.100	Professional/Contract Services General	6,792	37,000	5,500	7,000	7,000	-		
5214.100	Repair and Maint Service General	19,888	22,338	22,338	29,686	29,686	-		
5216.100	Communications General Services	1,771	2,500	2,300	2,350	2,350	-		
5218.100	Advertising General	-	23	23	-	-	-		
5219.100	Printing General	115	54	54	-	-	-		

	TOWN OF PARADISE  Fiscal Year 2014/15 Budget									
Account N	umber Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted			
5220.100	Employee Development General	1,105	1,600	1,615	2,650	2,650	-			
5220.110	Employee Development Education Reimb MOU	208	-	-	-	-	-			
5280.100	Bad Debt Write Off Expense	534	-	-	-	-	-			
5304	Furniture & Equipment	-	900	-	2,700	-	-			
5501	Debt Service Payment - Principal	10,220	387	386	-	771	-			
5910.010	Transfers Out To General Fund	110,950	133,789	132,109	144,720	144,351	-			
Expenditures	s Total	670,260	710,888	665,630	758,994	756,696	-			
Fund Net	Total: 2030 - Building Safety & Waste Wtr Svcs	(4,256)	61,791	151,677	(19,466)	(17,168)	-			
Ending Fund	Balance:	31,948	93,739	183,625	164,159	166,457	-			



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 2030 - Building Saf	-				
Department 40 - Comm					
	lding and Onsite Inspections 5119.100 - Retiree Costs Medical Insurance				
2030.40.4730.5119.100	Retiree Health Premium		1.00	53,124.00	53,124.00
		Account 5119.100 - Retiree Costs Medical Insurance Totals	Transactions	1	\$53,124.00
	5201.100 - Office Supplies General				
2030.40.4730.5201.100	Pens, Batteries, Calendars and Other Office Supplies		1.00	350.00	350.00
		Account 5201.100 - Office Supplies General Totals	Transactions	1	\$350.00
Account 2030.40.4730.5202.100	5202.100 - Operating Supplies General Safety Equipment, Spill Prevention, and PPE		1.00	150.00	150.00
2030.40.4730.5202.100	Tapes, Levels and Small Tools		1.00	150.00	150.00
2030.40.4730.5202.100	Toner and Printer Cartridges		1.00	400.00	400.00
2030.10.1730.3202.100	Toner and Times carriages	Assessed F2002 400 Occasilian Compilian Company Table	Transactions	3	\$700.00
		Account <b>5202.100 - Operating Supplies General</b> Totals	Turisactions	J	\$700.00
2030.40.4730.5204	5204 - Subscriptions and Code Books Building, Title 19, Title 25, NFPA 13 and 72, CALDAG C	Code Books	1.00	4,408.00	4,408.00
		Account 5204 - Subscriptions and Code Books Totals	Transactions	1	\$4,408.00
Account	5209.101 - Auto Fuel Expense Town Vehicles	•			
2030.40.4730.5209.101	Fuel - Town Vehicles		1.00	3,500.00	3,500.00
		Account 5209.101 - Auto Fuel Expense Town Vehicles Totals	Transactions	1	\$3,500.00
	5210.100 - Postage General				
2030.40.4730.5210.100	General Postage		1.00	1,000.00	1,000.00
		Account <b>5210.100 - Postage General</b> Totals	Transactions	1	\$1,000.00
Account 2030.40.4730.5213.100	5213.100 - Professional/Contract Services General Lab Samples - Groundwater		1.00	3,000.00	3,000.00
2030.40.4730.5213.100	Lab Samples - Surface Water		1.00	3,000.00	3,000.00
2030.40.4730.5213.100	Subcontractor services		1.00	1,000.00	1,000.00
	Α.	ccount 5213.100 - Professional/Contract Services General Totals	Transactions	3	\$7,000.00
Account	5214.100 - Repair and Maint Service General	2213.100 - Professional, Contract Services deficial Totals			. ,
2030.40.4730.5214.100	Accela Maintenance Renewal		1.00	29,685.16	29,685.16
		Account 5214.100 - Repair and Maint Service General Totals	Transactions	1	\$29,685.16
Account	5216.100 - Communications General Services	·			
2030.40.4730.5216.100	Cell Phone Service		1.00	2,350.00	2,350.00
		Account <b>5216.100 - Communications General Services</b> Totals	Transactions	1	\$2,350.00
Account 2030.40.4730.5220.100	5220.100 - Employee Development General		1.00	2 650 00	2.650.00
2030.40.4/30.5220.100	Training and Seminars		1.00	2,650.00	
					302



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
		Account 5220.100 - Employee Development General Totals	Transactions	1	\$2,650.00
Accc 2030.40.4730.5501	ount 5501 - Debt Service Payment - Principal New 3 Computer Replacements Yr 1 of 4		1.00	770.30	770.30
		Account 5501 - Debt Service Payment - Principal Totals	Transactions	1	\$770.30
Acco 2030.40.4730.5910.010	ount 5910.010 - Transfers Out To General Fund Central Service Cost Allocation		1.00	81,125.00	81,125.00
2030.40.4730.5910.010	Pension Obligation Bond		1.00	63,226.00	63,226.00
		Account 5910.010 - Transfers Out To General Fund Totals	Transactions	2	\$144,351.00

	TOWN OF PARADISE Fiscal Year 2014/15 Budget								
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted			
Fund: 2215 - AVA Abandoned Vehicle Abatement	7	Dauget	, and and	rtoquostou	11000111110114	, raopto a			
Department: 40 - Community Development									
Program: 4735 - CDD Vehicle Abatement									
Expenditures									
5100 Personnel Services	-	-	-	-	-	-			
5200 Supplies and Services	244	140	1,066	191	191	-			
5300 Capital Outlay	-	-	-	900	-	-			
5500 Debt Service	-	-	-	-	257	-			
Total Expenditures	244	140	1,066	1,091	448	-			
Revenues									
Service Fees	-	-	-	-	-	-			
Fines and Forfeitures	-	-	-	-	-	-			
Other	29,361	24,065	24,100	24,110	24,110	-			
Total Revenues	29,361	24,065	24,100	24,110	24,110	-			
Net Income	20 110	22.025	22.024	22.010	22.662				
Transfers In	29,118	23,925	23,034	23,019	23,662	-			
Transfers (Out)	(3,001)	(5,000)	(5,600)	(6,500)	- (6,500)	-			
Ending Fund Balance	63,200	82,125	80,634	97,153	97,796	-			

	TOWN OF PARADISE  Fiscal Year 2014/15 Budget								
Account Num	nber Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted		
	A Abandoned Vehicle Abatement		_		•		-		
Revenues									
Department: 40	- Community Development								
<b>Program:</b> 0000 -	Non Program Activity								
3345.007	State Revenues - Other Abandoned Vehicle	29,244	24,000	24,000	24,000	24,000	-		
3610.100	Interest Revenue Investments	117	65	100	110	110	-		
Revenues Tota	al Control of the Con	29,361	24,065	24,100	24,110	24,110	-		
•	5 - Community Development - CDD Vehicle Abate Code Enforce								
5202.100	Operating Supplies General	134	-	-	-	-	-		
5210.100	Postage General	26	15	100	100	100	-		
5213.100	Professional/Contract Services General	-	-	950	75	75	-		
5216.100	<b>Communications General Services</b>	83	125	16	16	16	-		
5304	Furniture & Equipment	-	-	-	900	-	-		
5501	Debt Service Payment - Principal	-	-	-	-	257	-		
5910.010	Transfers Out To General Fund	3,001	5,000	5,600	6,500	6,500	-		
Expenditures 1	Total	3,245	5,140	6,666	7,591	6,948	•		
Fund Net To	otal: 2215 - AVA Abandoned Vehicle Abatement	26,116	18,925	17,434	16,519	17,162	-		
Ending Fund B	Balance:	63,200	82,125	80,634	97,153	97,796	-		



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 2215 - AVA Abar	ndoned Vehicle Abatement				
Department 40 - Cor	mmunity Development				
Program <b>4735 - C</b>	CDD Vehicle Abate Code Enforce				
Account 2215.40.4735.5210.100	5210.100 - Postage General Mailing Notices		1.00	100.00	100.00
		Account 5210.100 - Postage General Totals	Transactions	1	\$100.00
Account 2215.40.4735.5213.100	5213.100 - Professional/Contract Services Genera Towing Service	I	1.00	75.00	75.00
		Account <b>5213.100 - Professional/Contract Services General</b> Totals	Transactions	1	\$75.00
Account 2215.40.4735.5216.100	5216.100 - Communications General Services Cell Phone Service		1.00	16.00	16.00
	C. 1.0.0 C. 1.00	Account <b>5216.100 - Communications General Services</b> Totals	Transactions	1	\$16.00
Account	5501 - Debt Service Payment - Principal				
2215.40.4735.5501	New 1 Computer Replacement - Yr 1 of 4		1.00	256.77	256.77
		Account 5501 - Debt Service Payment - Principal Totals	Transactions	1	\$256.77
Account 2215.40.4735.5910.010	<b>5910.010 - Transfers Out To General Fund</b> Transfer for Code Enforcement Officer's Time		1.00	6,500.00	6,500.00
		Account 5910.010 - Transfers Out To General Fund Totals	Transactions	1	\$6,500.00

# FY 2014/2015

# **Public Works**

Engineering, Paradise Community Park, Public Facilities, GasTax/Streets Maintenance and Transit Operations

TOWN OF PARADISE									
Fiscal Year 2014/15 Budget									
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted			
Fund: 1010 - General Fund									
Department: 45 - Public Works									
Program: 4740 - Public Works - Engineering									
Expenditures									
5100 Personnel Services	27,344	10,602	10,602	11,070	11,070	-			
5200 Supplies and Services	19,123	9,928	7,941	6,746	6,746	-			
5300 Capital Outlay	-	-	-	-	-	-			
5500 Debt Service	2,276	387	193	-	-	-			
Total Expenditures	48,743	20,917	18,736	17,816	17,816	-			
Revenues									
Service Fees									
Fines and Forfeitures									
Other									
Total Revenues		-			-	-			
Net General Fund Support	48,743	20,917	18,736	17,816	17,816	-			

TOWN OF PARADISE Fiscal Year 2014/15 Budget							
	i iscai	Teal 2014/13	2014	2014	2015		
		2013 Actual	Amended	Estimated	Department	2015 Manager	
	er Description	Amount	Budget	Amount	Requested	Recommend	Adopted
<b>Fund:</b> 1010 - Gene	eral Fund						
<u>Expenditures</u>							
<b>Department:</b> 45 -							
<b>Program:</b> 4740 - P	ublic Works - Engineering						
5101	Salaries - Permanent	11,412	-	-	-	-	-
5105	Salaries - Overtime/FLSA	38	-	-	-	-	-
5106.100	Incentives & Admin Leave Administrative Leave	104	-	-	-	-	-
5106.200	Incentives & Admin Leave Gym Reimbursement	3	-	-	-	-	-
5109.101	Allowances Boot Allowance	45	-	-	-	-	-
5111	Medicare	178	-	-	-	-	-
5112.101	Retirement Contribution PERS	1,105	-	-	-	-	-
5113	Worker's Compensation	967	-	-	-	-	-
5114.101	Health Insurance Medical	1,724	-	-	-	-	-
5114.102	Health Insurance Dental	312	-	-	-	-	-
5114.103	Health Insurance Vision	24	-	-	-	-	-
5116.101	Life and Disability Insurance Life & Disab.	52	-	-	-	-	-
5116.102	Life and Disability Insurance Long Term/Short Term	117	-	-	-	-	-
5119.100	Retiree Costs Medical Insurance	11,264	10,602	10,602	11,070	11,070	-
5201.100	Office Supplies General	40	-	-	-	-	-
5202.100	Operating Supplies General	219	300	-	-	-	-
5204	Subscriptions and Code Books	129	-	-	-	-	-
5209.101	Auto Fuel Expense Town Vehicles	791	-	-	-	-	-
5210.100	Postage General	68	50	100	100	100	-
5213.100	Professional/Contract Services General	11,621	3,000	2,000	2,500	2,500	-
5214.100	Repair and Maint Service General	5,225	6,278	5,601	4,021	4,021	-
5216.100	Communications General Services	896	-	-	-	-	-
5219.100	Printing General	1	-	-	-	-	-
5220.100	Employee Development General	132	300	240	125	125	-
5501	Debt Service Payment - Principal	2,276	387	193	-	-	-
Expenditure Gra	nd Totals:	48,743	20,917	18,736	17,816	17,816	-



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund <b>1010 - Gene</b> i	ral Fund				
Department 45 -	Public Works				
	) - Public Works - Engineering				
Acco 1010.45.4740.5119.100	ount 5119.100 - Retiree Costs Medical Insurance Retiree Health Premium		1.00	11,070.00	11,070.00
		Account 5119.100 - Retiree Costs Medical Insurance Totals	Transactions	1	\$11,070.00
Acco					
1010.45.4740.5210.100	General Postage		1.00	100.00	100.00
		Account <b>5210.100 - Postage General</b> Totals	Transactions	1	\$100.00
Acco		ıl			
1010.45.4740.5213.100	Contract Surveying		1.00	2,500.00	2,500.00
		Account 5213.100 - Professional/Contract Services General Totals	Transactions	1	\$2,500.00
	ount 5214.100 - Repair and Maint Service General				
1010.45.4740.5214.100	Accela Maintenance Renewal		1.00	2,770.62	2,770.62
1010.45.4740.5214.100	AutoCAD Subscription Renewal		1.00	1,050.00	1,050.00
1010.45.4740.5214.100	Plotter/Scanner Service		1.00	200.00	200.00
		Account 5214.100 - Repair and Maint Service General Totals	Transactions	3	\$4,020.62
Acco 1010.45.4740.5220.100	ount 5220.100 - Employee Development General Engineer's License Renewal		1.00	125.00	125.00
			Transactions	1	\$125.00
		Account <b>5220.100 - Employee Development General</b> Totals	Tansactions	1	\$125.00

TOWN OF PARADISE									
Fiscal Year 2014/15 Budget									
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted			
Fund: 1010 - General Fund									
Department: 45 - Public Works									
Program: 4745 - Paradise Community Park									
Expenditures									
5100 Personnel Services	11,363	-	-	-	-	-			
5200 Supplies and Services	12,754	12,090	10,590	11,380	11,380	-			
5300 Capital Outlay	-	300	-	900	900	-			
5500 Debt Service	-	-	-	-	-	-			
Total Expenditures	24,117	12,390	10,590	12,280	12,280	-			
Revenues									
Service Fees									
Fines and Forfeitures									
Other									
Total Revenues		-		-	-	-			
Net General Fund Support	24,117	12,390	10,590	12,280	12,280	-			

Account Num	aber Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Counc Adopted
nd: 1010 - General Fun	<u> </u>		9		1		
<u>Expenditures</u>							
epartment: 45 - Public V	Vorks						
ogram: 4745 - Paradise	Community Park						
5101	Salaries - Permanent	7,104	-	-	-	-	-
5103.101	Differential Pay On Call	896	-	-	-	-	-
5105	Salaries - Overtime/FLSA	227	-	-	-	-	-
5109.101	Allowances Boot Allowance	60	-	-	-	-	-
5111	Medicare	136	-	-	-	-	-
5112.101	Retirement Contribution PERS	807	-	-	-	-	-
5113	Worker's Compensation	930	-	-	-	-	-
5114.101	Health Insurance Medical	1,106	-	-	-	-	-
5116.101	Life and Disability Insurance Life &	48	-	-	-	-	-
5116.102	Life and Disability Insurance Long	50	-	-	-	-	-
5202.100	Operating Supplies General	3,211	2,650	2,650	2,800	2,800	-
5203.100	Repairs and Maint Supplies General	2,425	1,650	1,000	1,650	1,650	-
5211.135	<b>Utilities Water and Sewer</b>	2,819	3,200	2,600	2,600	2,600	-
5211.137	Utilities Electric and Gas	3,016	3,400	3,400	3,000	3,000	-
5213.100	Professional/Contract Services General	50	-	-	-	-	-
5214.100	Repair and Maint Service General	862	1,000	750	1,140	1,140	-
5215.100	Rents and Leases Miscellaneous	100	-	-	-	-	-
5216.100	<b>Communications General Services</b>	188	190	190	190	190	-
5223.101	Meals and Refreshments Employee	3	-	-	-	-	-
5260	Miscellaneous	81	-	-	-	-	-
5304	Furniture & Equipment	-	300	-	900	900	-



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 1010 - General Fu	nd				
Department 45 - Publi					
_	radise Community Park 5202.100 - Operating Supplies General				
1010.45.4745.5202.100	10-Doggie Bags		1.00	1,210.00	1,210.00
1010.45.4745.5202.100	20-Paper Products/Toilet Paper		1.00	500.00	500.00
1010.45.4745.5202.100	30-Lighting		1.00	140.00	140.00
1010.45.4745.5202.100	40-Plants/Seed		1.00	300.00	300.00
1010.45.4745.5202.100	50-Fertilizer		1.00	400.00	400.00
1010.45.4745.5202.100	60-Herbicide		1.00	200.00	200.00
1010.45.4745.5202.100	70-Vandalism		1.00	50.00	50.00
		Account 5202.100 - Operating Supplies General Totals	Transactions	7	\$2,800.00
	5203.100 - Repairs and Maint Supplies General				
1010.45.4745.5203.100	10-Electrical Repairs		1.00	300.00	300.00
1010.45.4745.5203.100	20-Plumbling Septic		1.00	300.00	300.00
1010.45.4745.5203.100	30-Sprinkler Parts		1.00	500.00	500.00
1010.45.4745.5203.100	40-Paint		1.00	100.00	100.00
1010.45.4745.5203.100	50-Flags		1.00	450.00	450.00
		Account 5203.100 - Repairs and Maint Supplies General Totals	Transactions	5	\$1,650.00
	5211.135 - Utilities Water and Sewer		4.00	2 500 00	2.500.00
1010.45.4745.5211.135	10-Water		1.00	2,600.00	2,600.00
		Account <b>5211.135 - Utilities Water and Sewer</b> Totals	Transactions	1	\$2,600.00
Account 1010.45.4745.5211.137	5211.137 - Utilities Electric and Gas 10-Electricity		1.00	3,000.00	3,000.00
1010/13/17 13/3211/137	To Electricity	Assessed Food 407 Hellities Floods and God Table	Transactions	1	\$3,000.00
A	FOLIA 400 Providence de Maria de Company	Account <b>5211.137 - Utilities Electric and Gas</b> Totals	Transactions	•	45,000.00
1010.45.4745.5214.100	5214.100 - Repair and Maint Service General 10-Electrical		1.00	450.00	450.00
1010.45.4745.5214.100	20-Backflow Testing		2.00	45.00	90.00
1010.45.4745.5214.100	30-Plumbing		1.00	300.00	300.00
1010.45.4745.5214.100	40-Septic		1.00	300.00	300.00
		Account 5214.100 - Repair and Maint Service General Totals	Transactions	4	\$1,140.00
Account	5216.100 - Communications General Services				
1010.45.4745.5216.100	10-Septic Alarm		1.00	190.00	190.00
		Account <b>5216.100 - Communications General Services</b> Totals	Transactions	1	\$190.00
	5304 - Furniture & Equipment				
1010.45.4745.5304	20-Playground Equipment		1.00	300.00	300.00
1010.45.4745.5304	20-Upgrade Cameras		1.00	600.00	600.00
		Account 5304 - Furniture & Equipment Totals	Transactions	2	\$900.00

TOWN OF PARADISE								
Fiscal Year 2014/15 Budget								
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted		
Fund: 1010 - General Fund								
Department: 45 - Public Works								
Program: 4747 - Public Facilities								
Expenditures								
5100 Personnel Services	-	-	-	-	-	-		
5200 Supplies and Services	4,549	5,440	5,300	5,392	5,392	-		
5300 Capital Outlay	-	-	-	-	-	-		
5500 Debt Service	-	-	-	-	-	-		
Total Expenditures	4,549	5,440	5,300	5,392	5,392	-		
Revenues								
Service Fees								
Fines and Forfeitures								
Other								
Total Revenues		-		-		-		
Net General Fund Support	4,549	5,440	5,300	5,392	5,392	-		

TOWN OF PARADISE  Fiscal Year 2014/15 Budget								
Account Numb	per Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted	
Fund: 1010 - Gene	eral Fund							
<u>Expenditures</u>								
Department: 45 -	Public Works							
<b>Program:</b> 4747 - F	ublic Facilities							
5203.100	Repairs and Maint Supplies General	124	400	300	352	352	-	
5211.135	Utilities Water and Sewer	4,426	4,300	4,300	4,300	4,300	-	
5214.100	Repair and Maint Service General	-	740	700	740	740	-	
Expenditure Gra	nd Totals:	4,549	5,440	5,300	5,392	5,392	-	



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 1010 - General Fund	d				
Department 45 - Public	Works				
Program <b>4747 - Pub</b>	lic Facilities				
Account 5 1010.45.4747.5203.100	5203.100 - Repairs and Maint Supplies General 40-Sprinkler Parts		1.00	100.99	100.99
1010.45.4747.5203.100	50-Lighting		1.00	251.00	251.00
		Account 5203.100 - Repairs and Maint Supplies General Totals	Transactions	2	\$351.99
Account 5 1010.45.4747.5211.135	3211.135 - Utilities Water and Sewer 135-Irrigation Water		1.00	4,300.00	4,300.00
		Account 5211.135 - Utilities Water and Sewer Totals	Transactions	1	\$4,300.00
	214.100 - Repair and Maint Service General				
1010.45.4747.5214.100	10-Backflow Testing		6.00	40.00	240.00
1010.45.4747.5214.100	20-Electrical Repairs		1.00	500.00	500.00
		Account <b>5214.100 - Repair and Maint Service General</b> Totals	Transactions	2	\$740.00

TOWN OF PARADISE Fiscal Year 2014/15 Budget						
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 2120 - State Gas Tax				·		
Department: 45 - Public Works						
Program: 4750 - Public Works - Streets Maint.						
Expenditures						
5100 Personnel Services	608,626	655,917	654,036	707,866	711,707	-
5200 Supplies and Services	323,899	331,978	290,566	265,150	289,807	-
5300 Capital Outlay	2,434	25,270	12,461	53,900	7,000	-
5500 Debt Service	37,963	29,854	29,854	37,661	33,665	-
Total Expenditures	972,923	1,043,019	986,917	1,064,577	1,042,179	-
Revenues						
Service Fees	120	100	200	150	150	-
Fines and Forfeitures	-	-	-	-	-	-
Other	971,851	1,124,881	1,133,856	1,012,377	1,052,618	-
Total Revenues	971,971	1,124,981	1,134,056	1,012,527	1,052,768	-
Net Income	(952)	81,962	147,139	(52,050)	10,589	-
Transfers In	164,066	66,447	92,245	76,050	76,050	_
Transfers (Out)	(128,366)	(218,154)	(203,502)	(175,227)		-
Ending Fund Balance	393,583	323,838	429,465	278,238	309,617	-

Fiscal Year 2014-2015 Personnel Allocation					
				Allocated	
		Percent	Full Time	Wages &	
Position/Title	Weekly Hours	Allocated	Equiv	Benefits	
Town Manager	40	15%	0.15	24,302	
Public Works Manager	40	100%	1.00	111,452	
Town Engineer	40	100%	1.00	121,364	
Construction Inspector	40	100%	1.00	61,434	
PW Maint Worker III	40	100%	1.00	70,365	
PW Maint Worker II	40	100%	4.00	260,986	
Asst. Planner	40	7%	0.07	5,172	
Finance Director	40	3%	0.03	3,721	
Finance Supervisor	40	10%	0.10	10,019	
		Total <b>-</b>	8.35	668,815	
Allocation to Other Programs					
Town Manager	Town Mgr 64%;	BHS 20%; RDA	1%		
Assistant Planner	Planning 16%; W	/st Mgt 25%; BS	SWW 46%; Tran	sit 6%	
Finance Director	Finance 84%; BS	WW 3%; Transi	t 4%; RDA 6%		
Finance Supervisor	Finance 83%; BSWW 2%; Transit 5%				

		WN OF PAR					
	Fisca	I Year 2014/1	2014	2014	2015	2015	
Account Nun	nber Description	2013 Actual Amount	Amended Budget	Estimated Amount	Department Requested	Manager Recommend	2015 Counci Adopted
Fund: 2120 - State Gas Ta	·		<b>.</b>		4		
Revenues							
Department: 45 - Public	Works						
Program: 4750 - Public W	/orks - Streets Maint.						
3355.001	State Gas Tax Section 2106	106,638	105,089	89,124	104,450	104,450	-
3355.002	State Gas Tax Section 2107	189,479	190,769	219,393	189,751	189,751	-
3355.003	State Gas Tax Section 2107.5	6,000	6,000	6,000	6,000	6,000	-
3355.005	State Gas Tax Section 2105	115,632	128,859	117,896	128,047	128,047	-
3355.006	State Gas Tax RSTP Regional Surface	335,653	300,000	300,000	300,000	300,000	-
3355.007	State Gas Tax Section 2103	209,959	360,164	361,523	278,629	278,629	-
3410.150	Administrative Services Late Fees	120	100	200	150	150	-
3610.100	Interest Revenue Investments	58	-	-	-	-	-
3901.100	Refunds & Reimbursements	-	-	5,284	-	-	-
3901.140	Refunds & Reimbursements Negligence	7,275	2,000	2,028	5,000	5,000	-
3902.100	Miscellaneous Revenue General	1,158	32,000	32,608	500	500	-
3910.110	Transfers In From Local Transportation	3,852	-	-	-	-	-
3910.112	Transfers In From Federal CMAQ Fund	48,996	50,061	50,061	-	-	-
3910.132	Transfers In From HSIP Grant	5,118	13,943	35,895	76,050	76,050	-
3910.510	Transfers In From Impact Fees Road Imp	1,242	-	-	-	-	-
3910.900	Transfers In From Transit Fund	-	2,443	6,289	-	-	-
Program Total: 4750 - P	ublic Works - Streets Maint.	1,031,180	1,191,428	1,226,301	1,088,577	1,088,577	-
Program: 4755 - Public W	/orks - Maint. Projects						
<b>Cost Center Activity: 471</b>	- Overlay						
3901.100	Refunds & Reimbursements	-	-	-	-	40,241	-
<b>Cost Center Activity Tot</b>	tal: 471 - Overlay	-	-	-	-	40,241	-
Cost Center Activity: 472	- Digout						
3910.110	Transfers In From Local Transportation	74,204	-	-	-	-	-
<b>Cost Center Activity Tot</b>	tal: 472 - Digout	74,204	-	-	-	-	-
Cost Center Activity: 473	- Road Markings/Legends						
3910.110	Transfers In From Local Transportation	30,654	-	-	-	-	-

	TOWN OF PARADISE						
		al Year 2014/1					
			2014	2014	2015	2015	
		2013 Actual	Amended	Estimated	Department	Manager	2015 Council
	nber Description	Amount	Budget	Amount	Requested	Recommend	Adopted
Cost Center Activity To	tal: 473 - Road Markings/Legends	30,654	-	-	-	-	-
Davanua Tatal		4 400 007	4 404 400	4 000 004	4 000 577	4 400 040	
Revenues Total		1,136,037	1,191,428	1,226,301	1,088,577	1,128,818	-
<u>Expenditures</u>							
Department: 45 - Public	Works						
Program: 4750 - Public W							
5101	Salaries - Permanent	382,108	439,609	440,100	472,286	474,401	-
5103.101	Differential Pay On Call	19,530	-	-	-	-	-
5103.102	Differential Pay Out of Class	55	-	-	-	-	-
5105	Salaries - Overtime/FLSA	4,746	8,508	6,000	7,000	7,000	-
5106.100	Incentives & Admin Leave	5,777	7,961	7,961	8,433	8,433	-
5106.200	Incentives & Admin Leave Gym	5	185	11	200	200	-
5107	Car Allowance/Mileage	504	435	435	432	432	-
5109.101	Allowances Boot Allowance	1,995	2,100	2,100	2,100	2,100	-
5111	Medicare	5,921	5,654	5,404	6,173	6,204	-
5112.101	Retirement Contribution PERS	40,245	45,480	45,524	52,880	53,146	-
5113	Worker's Compensation	54,792	48,323	48,324	60,349	61,284	-
5114.101	Health Insurance Medical	60,391	77,617	78,061	78,508	78,976	-
5114.102	Health Insurance Dental	8,663	-	-	-	-	-
5114.103	Health Insurance Vision	762	-	-	-	-	-
5116.101	Life and Disability Insurance Life &	1,748	4,881	4,951	5,402	5,428	-
5116.102	Life and Disability Insurance Long	2,437	-	-	-	-	-
5119.100	Retiree Costs Medical Insurance	18,947	15,164	15,165	14,103	14,103	-
5201.100	Office Supplies General	137	100	50	50	50	-
5202.100	Operating Supplies General	2,100	3,330	2,500	2,490	2,490	-
5203.100	Repairs and Maint Supplies General	50,668	52,800	40,000	51,801	36,300	-
5204	Subscriptions and Code Books	231	500	-	300	300	-
5209.101	Auto Fuel Expense Town Vehicles	25,189	28,000	26,500	28,000	28,000	-
5209.105	Auto Fuel Expense Employee Personal	-	-	-	50	-	-
5210.100	Postage General	3	20	10	20	10	-
5211.137	Utilities Electric and Gas	28,522	30,500	35,586	31,000	31,000	-
5211.139	Utilities Propane	1,381	2,000	1,200	2,000	2,000	-

		OWN OF PAR al Year 2014/1					
Account Num	ber Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
5213.100	Professional/Contract Services General	28,709	4,900	1,600	4,500	2,100	-
5214.100	Repair and Maint Service General	72,067	114,831	98,114	129,039	100,319	-
5215.100	Rents and Leases Miscellaneous	-	4,630	200	5,800	200	-
5215.131	Rents and Leases Street Maintenance	3,169	-	-	-	-	-
5216.100	<b>Communications General Services</b>	3,063	5,300	5,010	3,900	4,881	-
5218.100	Advertising General	1,617	100	-	50	-	-
5219.100	Printing General	58	150	54	150	50	-
5220.100	Employee Development General	1,327	5,750	1,300	5,200	1,550	-
5223.101	Meals and Refreshments Employee	12	200	75	300	75	-
5223.105	Meals and Refreshments Emergencies	61	500	-	500	-	-
5280.100	Bad Debt Write Off Expense	729	-	-	-	-	-
5304	Furniture & Equipment	2,434	16,900	4,091	10,900	-	-
5305	Vehicles	-	8,370	8,370	43,000	7,000	-
5501	Debt Service Payment - Principal	37,963	29,854	29,854	37,661	33,665	_
5910.010	Transfers Out To General Fund	128,366	168,360	153,708	166,577	168,497	_
5910.100	Transfers Out To Capital Projects	-	49,794	49,794	8,650	37,990	-
Program Total: 4750 - Pu	blic Works - Streets Maint.	996,432	1,182,806	1,112,052	1,239,804	1,168,184	-
Program: 4755 - Public Wo Cost Center Activity: 471 - 5213.100 Cost Center Activity Total	Overlay Professional/Contract Services General	- -	78,367 <b>78,367</b>	78,367 <b>78,367</b>	-	80,482 <b>80,482</b>	-
Cost Center Activity: 472 - 5213.100	Professional/Contract Services General	74,204	-	-	-	-	-
Cost Center Activity Tota	al: 472 - Digout	74,204	-	-	-	-	-
Cost Center Activity: 473	- Road Markings/Legends						
5213.100	Professional/Contract Services General	30,654	-	-	-	-	-
Cost Center Activity Total	al: 473 - Road Markings/Legends	30,654	-	-	-	-	-
Expenditures Total		1,101,289	1,261,173	1,190,419	1,239,804	1,248,666	-

TOWN OF PARADISE						
Fiscal Year 2014/15 Budget						
		2014	2014	2015	2015	
	2013 Actual	Amended	Estimated	Department	Manager	2015 Council
Account Number Description	Amount	Budget	Amount	Requested	Recommend	Adopted
Fund Net Total: 2120 - State Gas Tax	34,748	(69,745)	35,882	(151,227)	(119,848)	-
Ending Fund Balance:	393,583	323,838	429,465	278,238	309,617	-



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 2120 - State Gas	Тах				
Department 45 - Pub					
	Public Works - Streets Maint.				
2120.45.4750.5105	5105 - Salaries - Overtime/FLSA Overtime		1.00	7,000.00	7,000.00
		Account 5105 - Salaries - Overtime/FLSA Totals	Transactions	1	\$7,000.00
Account	5119.100 - Retiree Costs Medical Insurance	·			
2120.45.4750.5119.100	Retiree Health Premium		1.00	14,103.00	14,103.00
		Account 5119.100 - Retiree Costs Medical Insurance Totals	Transactions	1	\$14,103.00
	5201.100 - Office Supplies General		4.00	20.00	20.00
2120.45.4750.5201.100	10-Paper: Copier & Printer		1.00	30.00	30.00
2120.45.4750.5201.100	30-General		1.00	20.00	20.00
		Account <b>5201.100 - Office Supplies General</b> Totals	Transactions	2	\$50.00
Account 2120.45.4750.5202.100	5202.100 - Operating Supplies General 10-Computer/Printer		1.00	60.00	60.00
2120.45.4750.5202.100	10-UPS Replacement		1.00	80.00	80.08
2120.45.4750.5202.100	20-Film & Developing		1.00	50.00	50.00
2120.45.4750.5202.100	35-Cold Weather Gear/Rainwear		1.00	900.00	900.00
2120.45.4750.5202.100	35-Field Supplies		1.00	250.00	250.00
2120.45.4750.5202.100	35-Safety Clothing & PPE		1.00	900.00	900.00
2120.45.4750.5202.100	35-Training Supplies		1.00	250.00	250.00
		Account <b>5202.100 - Operating Supplies General</b> Totals	Transactions	7	\$2,490.00
	5203.100 - Repairs and Maint Supplies General				
2120.45.4750.5203.100	20-Small Tools		1.00	2,000.00	2,000.00
2120.45.4750.5203.100	35-Facilities/Janitorial		1.00	1,000.00	1,000.00
2120.45.4750.5203.100	40-Streets Materials		1.00	2,500.00	2,500.00
2120.45.4750.5203.100	41-Asphalt		1.00	8,000.00	8,000.00
2120.45.4750.5203.100	43-Herbicide - Weed Control/Spraying		1.00	5,000.00	5,000.00
2120.45.4750.5203.100	44-New Signage/Ped Safety/Traffic Calming		1.00	10,000.00	10,000.00
2120.45.4750.5203.100	45-Signal Materials		1.00	300.00	300.00
2120.45.4750.5203.100	46-Roadway Paint/Beads & Markers		1.00	4,000.00	4,000.00
2120.45.4750.5203.100	47-Drainage		1.00	1,000.00	1,000.00
2120.45.4750.5203.100	48-Lighting		1.00	500.00	500.00
2120.45.4750.5203.100	49-Concrete		1.00	1,000.00	1,000.00
2120.45.4750.5203.100	75-Snow Removal		1.00	1,000.00	1,000.00
					323



Account 5216.100 - Communications General Services

#### **Town of Paradise**

Account 5203.100 - Repairs and Maint Supplies General Totals  iptions and Code Books cal Code Books  Account 5204 - Subscriptions and Code Books Totals  ito Fuel Expense Town Vehicles  Account 5209.101 - Auto Fuel Expense Town Vehicles Totals	Transactions  1.00  Transactions  1.00	300.00 1 28,000.00	\$36,300.00 300.00 \$300.00
cal Code Books  Account 5204 - Subscriptions and Code Books Totals  Ito Fuel Expense Town Vehicles	Transactions	1	
Account <b>5204 - Subscriptions and Code Books</b> Totals <b>10 Fuel Expense Town Vehicles</b>	Transactions	1	
to Fuel Expense Town Vehicles			\$300.00
	1.00	28 000 00	
Account 5209 101 - Auto Fuel Expense Town Vehicles Totals		۷٥,000.00	28,000.00
Account Session Auto I del Expense Town Vennees Tours	Transactions	1	\$28,000.00
estage General	1.00	10.00	10.00
	Transactions	1	\$10.00
Account <b>5210.100 - Postage General</b> Totals	Halisactions	1	\$10.00
	1.00	31,000.00	31,000.00
Account 5211.137 - Utilities Electric and Gas Totals	Transactions	1	\$31,000.00
ilities Propane			
	1.00	2,000.00	2,000.00
Account <b>5211.139 - Utilities Propane</b> Totals	Transactions	1	\$2,000.00
	1.00	1 800 00	1,800.00
		•	300.00
			\$2,100.00
	Transactions	-	Ψ2/100.00
pair and maint Service General	1.00	250.00	250.00
Repair	1.00	500.00	500.00
es (Fire Extinguishers & Septic)	1.00	600.00	600.00
emoval	1.00	8,000.00	8,000.00
3	1.00	500.00	500.00
ray Striping	1.00	16,500.00	16,500.00
s - Routine	12.00	4,290.00	51,480.00
s - Non Contract Repairs	1.00	6,000.00	6,000.00
adio System Maint/Permits	1.00	500.00	500.00
System Program Permit	1.00	15,989.00	15,989.00
Account 5214.100 - Repair and Maint Service General Totals	Transactions	10	\$100,319.00
	1 00	200.00	200.00
		1	\$200.00
	Account 5211.137 - Utilities Electric and Gas hts/Safety Lights/Traffic Signals  Account 5211.137 - Utilities Electric and Gas Totals  Account 5211.139 - Utilities Propane Totals  Tofessional/Contract Services General D Testing ar's Comp Physical  Account 5213.100 - Professional/Contract Services General Totals  Expair and Maint Service General  Repair es (Fire Extinguishers & Septic)  Removal  Service Services General  Service Services General  Repair es (Fire Extinguishers & Septic)  Removal Service Services General Services General Totals  Repair es (Fire Extinguishers & Septic)  Removal Services General Totals  Repair es (Fire Extinguishers & Septic)  Removal Services General Totals  Repair es (Fire Extinguishers & Septic)  Removal Services General Totals  Repair es (Fire Extinguishers & Septic)  Removal Services General Totals  Repair es (Fire Extinguishers & Septic)  Removal Services General Totals  Repair es (Fire Extinguishers & Septic)  Removal Services General Totals  Repair es (Fire Extinguishers & Septic)  Removal Services General Totals  Repair es (Fire Extinguishers & Septic)  Removal Services General Totals  Repair es (Fire Extinguishers & Septic)  Removal Services General Totals  Repair es (Fire Extinguishers & Septic)  Removal Services General Totals  Repair es (Fire Extinguishers & Septic)  Removal Services General Totals  Repair es (Fire Extinguishers & Septic)  Removal Services General Totals  Repair es (Fire Extinguishers & Septic)  Removal Services General Totals  Repair es (Fire Extinguishers & Septic)  Removal Services General Totals	Account 5211.137 - Utilities Electric and Gas hts/Safety Lights/Traffic Signals  Account 5211.137 - Utilities Electric and Gas Totals  Account 5211.139 - Utilities Propane Totals  Transactions  Transactions	Account   S211.137 - Utilities Electric and Gas   Into   Into



G/L Account	Transaction	Number of Units	Cost per Unit	Total Amount
2120.45.4750.5216.100	10-Telephone (Desk Phones)	1.00	1,542.00	1,542.00
2120.45.4750.5216.100	20-Cell/Oncall/Field Phones	1.00	3,239.00	3,239.00
2120.45.4750.5216.100	90-Phone/Battery/Pager Replacement	1.00	100.00	100.00
	Account 5216.100 - Communications Genera	al Services Totals Transactions	3	\$4,881.00
	5219.100 - Printing General			
2120.45.4750.5219.100	35-Forms/Business Cards	1.00	50.00	50.00
	Account 5219.100 - Printing	ng General Totals Transactions	1	\$50.00
Account 2120.45.4750.5220.100	5220.100 - Employee Development General 15-First Aid/CPR Training	1.00	450.00	450.00
2120.45.4750.5220.100	15-OSHA Training	1.00	250.00	250.00
2120.45.4750.5220.100	40-Member Dues/MSA	1.00	100.00	100.00
2120.45.4750.5220.100	45-PAPA Annual Registration and Training	1.00	500.00	500.00
2120.45.4750.5220.100	90-DMV Physicals	1.00	250.00	250.00
	Account 5220.100 - Employee Developme	nt General Totals Transactions	5	\$1,550.00
Account	5223.101 - Meals and Refreshments Employee Meals-MOU Overtime			
2120.45.4750.5223.101	Overtime Meals	1.00	75.00	75.00
	Account 5223.101 - Meals and Refreshments Employee Meals-MOU	Overtime Totals Transactions	1	\$75.00
	5305 - Vehicles	4.00	7,000,00	7,000,00
2120.45.4750.5305	Sweeper (\$21,000 From Asset Fund)	1.00	7,000.00	7,000.00
		- Vehicles Totals Transactions	1	\$7,000.00
Account 2120.45.4750.5501	5501 - Debt Service Payment - Principal (New) 1 Computer Replacement - Year 1 of 4	1.00	256.77	256.77
2120.45.4750.5501	(New) PW#5 Snow Plow/Radio/Sander - Year 1 of 5	1.00	3,746.82	3,746.82
2120.45.4750.5501	(P) West Am - 2 Trucks & Equipment - Year 5 of 5	1.00	15,164.00	15,164.00
2120.45.4750.5501	(P) West AM - Dump Truck - Year 5 of 7	1.00	14,497.00	14,497.00
	Account 5501 - Debt Service Payment	- Principal Totals Transactions	4	\$33,664.59
Account	5910.010 - Transfers Out To General Fund			
2120.45.4750.5910.010	Central Service Cost Allocation	1.00	93,170.00	93,170.00
2120.45.4750.5910.010	Pension Obligation Bond	1.00	75,327.00	75,327.00
	Account 5910.010 - Transfers Out To Ger	neral Fund Totals Transactions	2	\$168,497.00
Account 2120.45.4750.5910.100	5910.100 - Transfers Out To Capital Projects Cypress Curve Realignment Project	1.00	4,050.00	4,050.00
2120.45.4750.5910.100	Paradise Signal Upgrade Project	1.00	29,840.00	29,840.00
	Pearson Road Shoulder Widening	1.00	4,100.00	4,100.00
2120.45.4750.5910.100	Pearson Road Shoulder Widerling	1.00	7,100.00	1,100.00



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
	Activity 471 - Overlay				
2120.45.4755.471.5213.1	5213.100 - Professional/Contract Services General Elliott Road Overlay	erai	1.00	80,482.00	80,482.00
		Account 5213.100 - Professional/Contract Services General Totals	Transactions	1	\$80,482.00
		Cost Center Activity 471 - Overlay Totals	Transactions	1	\$80,482.00
		Program 4755 - Public Works - Maint. Projects Totals	Transactions	1	\$80,482.00

	TOWN OF PARADISE						
FIS	scal Year 2014/15	Budget					
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted	
Fund: 5900 - Transit Fund				•		·	
Department: 40 - Community Development							
Program: 4820 - CDD - Transit Operations							
Expenditures							
5100 Personnel Services	17,665	17,330	17,382	18,593	18,593	-	
5200 Supplies and Services	845,482	939,582	873,965	964,760	964,760	-	
5300 Capital Outlay	-	-	-	-	-	-	
5500 Debt Service	-	-	-	-	-	-	
Total Expenditures	863,147	956,912	891,347	983,353	983,353	-	
Revenues							
Service Fees	-	-	-	-	-	-	
Fines and Forfeitures	-	-	-	-	-	-	
Other	882,199	907,034	971,507	922,289	922,289	-	
Total Revenues	882,199	907,034	971,507	922,289	922,289	-	
No. 1 to 1	40.052	(40.070)	00.460	(64.064)	/C4_0C4)		
Net Income	19,052	(49,878)	80,160	(61,064)	(61,064)	-	
Transfers In Transfers (Out)	(3,976)	- (14,675)	- (25,821)	- (429,910)	- (429,910)	-	
Ending Fund Balance	1,164,748	1,100,195	1,219,087	728,113	728,113	-	

Fiscal Year 2013-2014 Personnel Allocation				
				Allocated
		Percent	Full Time	Wages &
Position/Title	Weekly Hours	Allocated	Equiv	Benefits
CDD Director	40	3%	0.03	4,283
Assistant Planner	40	6%	0.06	4,433
Finance Director	40	4%	0.04	4,962
Finance Supervisor	40	5%_	0.05	5,009
		Total	0.18	18,687
Allocation to Other Programs				
Community Development Director	Planning 25%; V	st Mgt 17%; BS	SWW 55%	
Assistant Planner	Planning 16%; V	st Mgt 25%; BS	SWW 46%; Gas	Гах 7%
Finance Director	Finance 84%; BS	WW 3%; Gas Ta	ax 3%; RDA 6%	
Finance Supervisor	Finance 83%; BS	WW 2%: Gas Ta	ax 10%	

TOWN OF PARADISE Fiscal Year 2014/15 Budget							
Account Numbe		2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 5900 - Transit	t Fund						
Revenues							
Department: 40 - C	ommunity Development						
<b>Program:</b> 4820 - CD	D - Transit Operations						
3345.001	State Revenues - Other LTF - Local Transit Funds	695,985	733,735	798,798	749,860	749,860	-
3345.002	State Revenues - Other STA - State Transportation	153,616	141,799	141,209	140,929	140,929	-
3610.100	Interest Revenue Investments	1,863	2,500	2,500	2,500	2,500	-
3902.201	Miscellaneous Revenue Paratransit Tickets	19,575	18,000	18,000	18,000	18,000	-
3902.202	Miscellaneous Revenues BC Transit Tickets	11,160	11,000	11,000	11,000	11,000	-
Revenues Total		882,199	907,034	971,507	922,289	922,289	-
•	ommunity Development D - Transit Operations						
5101	Salaries - Permanent	12,876	12,865	12,881	13,933	13,933	-
5106.100	Incentives & Admin Leave Administrative Leave	484	526	526	561	561	-
5106.200	Incentives & Admin Leave Gym Reimbursement	16	22	22	22	22	-
5107	Car Allowance/Mileage	168	168	168	168	168	-
5111	Medicare	186	192	188	213	213	-
5112.101	Retirement Contribution PERS	1,676	1,484	1,485	1,754	1,754	-
5113	Worker's Compensation	129	142	142	131	131	-
5114.101	Health Insurance Medical	1,760	1,796	1,827	1,669	1,669	-
5114.102	Health Insurance Dental	215	-	-	-	-	-
5114.103	Health Insurance Vision	22	-	-	-	-	-
5115	Unemployment Compensation	1	-	-	-	-	-
5116.101	Life and Disability Insurance Life & Disab.	49	135	143	142	142	-
5116.102	Life and Disability Insurance Long Term/Short Term	82	-	-	-	-	-
5213.100	Professional/Contract Services General	814,747	910,582	844,965	935,760	935,760	-
5260	Miscellaneous	30,735	29,000	29,000	29,000	29,000	-
5910.010	Transfers Out To General Fund	3,976	4,719	4,649	4,806	4,806	-
5910.100	Transfers Out To Capital Projects	-	7,513	14,883	425,104	425,104	<u>-</u>

	TOWN OF PARADISE Fiscal Year 2014/15 Budget						
Account Number	r Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
5910.120	Transfers Out To State Gas Tax Fund	-	2,443	6,289	-	-	-
<b>Expenditures Tota</b>	al Commence of the Commence of	867,123	971,587	917,168	1,413,263	1,413,263	-
Fund Net Total:	: 5900 - Transit Fund	15,076	(64,553)	54,339	(490,974)	(490,974)	-
<b>Ending Fund Bala</b>	nce:	1,164,748	1,100,195	1,219,087	728,113	728,113	-



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund 5900 - Transit Fu	nd				
Department 40 - Con	nmunity Development				
Program <b>4820 - C</b> l	DD - Transit Operations				
Account 5900.40.4820.5213.100	5213.100 - Professional/Contract Services Genera B Line Obligations - Fixed Route	ıl	1.00	167,406.00	167,406.00
5900.40.4820.5213.100	B Line Obligations - Paratransit		1.00	768,354.00	768,354.00
		Account <b>5213.100 - Professional/Contract Services General</b> Totals	Transactions	2	\$935,760.00
Account	5260 - Miscellaneous				
5900.40.4820.5260	Bus Ticket Fees to BCAG		1.00	29,000.00	29,000.00
		Account <b>5260 - Miscellaneous</b> Totals	Transactions	1	\$29,000.00
Account	5910.010 - Transfers Out To General Fund				
5900.40.4820.5910.010	Central Service Cost Allocation		1.00	2,320.00	2,320.00
5900.40.4820.5910.010	Pension Obligation Bond		1.00	2,486.00	2,486.00
		Account 5910.010 - Transfers Out To General Fund Totals	Transactions	2	\$4,806.00
Account 5900.40.4820.5910.100	5910.100 - Transfers Out To Capital Projects Skyway Highway Safety Project		1.00	425,104.00	425,104.00
		Account 5910.100 - Transfers Out To Capital Projects Totals	Transactions	1	\$425,104.00

# FY 2014/2015

**Central Services** 

TOWN OF PARADISE Fiscal Year 2014/15 Budget						
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 1010 - General Fund		<u> </u>		•		•
Department: 20 - Administrative Services						
Program: 4201 - Central Services						
Expenditures						
5100 Personnel Services	104,823	97,188	98,969	102,907	102,907	-
5200 Supplies and Services	400,487	442,699	440,952	424,142	426,122	-
5300 Capital Outlay	7,698	9,877	9,800	14,581	2,000	-
5500 Debt Service	14,924	14,735	12,742	13,396	16,572	-
Total Expenditures	527,933	564,499	562,463	555,026	547,601	-
Revenues						
Service Fees Fines and Forfeitures						
Other						
Total Revenues	-	-	-	-	-	-
Net General Fund Support	527,933	564,499	562,463	555,026	547,601	-
Fiscal Year 2014-2015 Personnel Allocation						
		Percent	Full Time	Allocated Wages &		
Position/Title	Weekly Hours	Allocated	Equiv	Benefits		
IT Managor	40	1000/	1.00	112 727		
IT Manager Senior Financial Services Clerk	40	100% 100%	1.00	112,727		
Senior Financial Services Cierk	40	Total	0.90 1.90	48,994 161,721	-	
Allocation to Other Brograms		iotai	1.90	101,/21		
Allocation to Other Programs  Senior Financial Services Clerk	BHS 10%					
Sellioi Filialiciai Selvices Cielk	10/0 פווט					

		VN OF PARA et Worksheet					
Account Numbe		2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
<b>Fund:</b> 1010 - Gener	ral Fund						
<u>Expenditures</u>							
Department: 20 - A	Administrative Services						
<b>Program:</b> 4201 - Ce	entral Services						
5101	Salaries - Permanent	121,151	116,763	117,952	120,571	120,571	-
5106.100	Incentives & Admin Leave Administrative Leave	3,764	3,574	3,574	3,764	3,764	-
5111	Medicare	1,786	1,806	1,818	1,803	1,803	-
5112.101	Retirement Contribution PERS	13,361	12,621	12,686	13,177	13,177	-
5113	Worker's Compensation	1,281	1,272	1,272	1,132	1,132	-
5114.101	Health Insurance Medical	11,922	15,854	16,272	19,176	19,176	-
5114.102	Health Insurance Dental	1,339	-	-	-	-	-
5114.103	Health Insurance Vision	104	-	-	-	-	-
5116.101	Life and Disability Insurance Life & Disab.	455	1,132	1,229	1,284	1,284	-
5116.102	Life and Disability Insurance Long Term/Short Term	659	-	-	-	-	-
5122	Accrual Bank Payoff	-	2,166	2,166	-	-	-
5199.199	Other Fund Support IT-Serv from Tech Fee	(51,000)	(58,000)	(58,000)	(58,000)	(58,000)	-
5201.100	Office Supplies General	410	1,486	2,700	-	-	-
5202.100	Operating Supplies General	21,576	19,358	20,000	13,065	15,045	-
5203.100	Repairs and Maint Supplies General	478	700	750	800	800	-
5209.101	Auto Fuel Expense Town Vehicles	102	300	320	350	350	-
5209.105	Auto Fuel Expense Employee Personal Vehicle Use	200	100	-	-	-	-
5210.100	Postage General	18	50	-	50	50	-
5211.135	Utilities Water and Sewer	717	455	710	720	720	-
5211.137	Utilities Electric and Gas	21,631	22,950	22,000	22,200	22,200	-
5212.100	Insurance General	174,853	219,868	220,143	205,165	205,165	-
5213.100	Professional/Contract Services General	50,398	43,932	43,596	49,150	49,150	-
5214.100	Repair and Maint Service General	71,605	70,354	63,519	65,958	65,958	-
5214.199	Repair and Maint Service Credit Offset-Other Fund-	-	-	-	-	-	-
5215.100	Rents and Leases Miscellaneous	1,320	1,800	1,762	1,419	1,419	-
5215.106	Rents and Leases Copiers	5,128	5,134	5,134	5,134	5,134	-
5216.100	Communications General Services	28,656	30,000	33,990	34,311	34,311	-
5218.100	Advertising General	-	86	86	100	100	-
5219.100	Printing General	316	500	343	500	500	-
5220.100	Employee Development General	-	-	273	-	-	-

TOWN OF PARADISE  Budget Worksheet Report							
Account Number	Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
5225	Bank Fees and Charges	100	100	100	100	100	-
5260	Miscellaneous	22,979	25,526	25,526	25,120	25,120	-
5303	Improvements	-	-	-	2,000	2,000	-
5304	Furniture & Equipment	7,698	9,877	9,800	12,581	-	-
5500	Bond Payments - Fiscal Agent	2,500	2,500	2,500	2,500	2,500	-
5501	Debt Service Payment - Principal	12,424	10,235	10,242	10,896	14,072	-
5510	Bond Payments - Issuance Costs	-	2,000	-	-	-	-
Expenditure Grand	Totals:	527,933	564,499	562,463	555,026	547,601	-



G/L Account	Transaction	Number of Units	Cost per Unit	Total Amou
EXPENSES				
Fund 1010 - General Fo	und			
Department 20 - Adn				
	entral Services 5202.100 - Operating Supplies General			
1010.20.4201.5202.100	Copy/Printer Paper (60 cases)	1.00	2,000.00	2,000.0
1010.20.4201.5202.100	IT - (30) 8GB Memory upgrade kits for XenServer hosts	15.00	250.00	3,750.0
1010.20.4201.5202.100	IT - 24-port switch	1.00	450.00	450.0
1010.20.4201.5202.100	IT - Equipment Purchase/Replace	4.00	50.00	200.0
1010.20.4201.5202.100	IT - LTO5 backup media	100.00	45.15	4,515.0
1010.20.4201.5202.100	IT - Miscellaneous Operation Supplies	1.00	1,000.00	1,000.0
1010.20.4201.5202.100	IT - Shortel Phone Upgrades	6.00	330.00	1,980.0
1010.20.4201.5202.100	IT - UPS Replacement	1.00	800.00	800.0
1010.20.4201.5202.100	Legal Size Paper	1.00	150.00	150.0
1010.20.4201.5202.100	Postage Meter Supplies	1.00	200.00	200.0
	Account 5202.100 - Operating Supplies General Tot	tals Transactions	10	\$15,045.0
Account	5203.100 - Repairs and Maint Supplies General			
1010.20.4201.5203.100	Janitorial Supplies	1.00	700.00	700.0
1010.20.4201.5203.100	Light Bulbs	1.00	25.00	25.0
1010.20.4201.5203.100	Misc. Maintenance Supplies	1.00	75.00	75.0
	Account 5203.100 - Repairs and Maint Supplies General Total	tals Transactions	3	\$800.0
	5209.101 - Auto Fuel Expense Town Vehicles	4.00	252.00	250
1010.20.4201.5209.101	IT - Department Fuel	1.00	350.00	350.0
	Account 5209.101 - Auto Fuel Expense Town Vehicles Tot	Transactions	1	\$350.0
Account 1010.20.4201.5210.100	5210.100 - Postage General IT - Miscellaneous Postage	1.00	50.00	50.0
1010.20.4201.3210.100	-	Torontori	1	\$50.0
	Account 5210.100 - Postage General Tot	als Transactions	1	<b>\$30.</b> 0
1010.20.4201.5211.135	5211.135 - Utilities Water and Sewer Water Service	1.00	720.00	720.0
	Account 5211.135 - Utilities Water and Sewer Tol	Transactions	1	\$720.0
Account	5211.137 - Utilities Electric and Gas			
1010.20.4201.5211.137	Electric and Gas Service at Town Hall	1.00	22,200.00	22,200.0
	Account 5211.137 - Utilities Electric and Gas Tol	tals Transactions	1	\$22,200.0
	5212.100 - Insurance General			
1010.20.4201.5212.100	Crime Premium	1.00	1,051.00	1,051.0
1010.20.4201.5212.100	Liability Insurance	1.00	186,696.00	186,696.0
1010.20.4201.5212.100	Mobile Equipment Program Premium	1.00	6,200.00	



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
1010.20.4201.5212.100	Property Insurance Program		1.00	11,218.00	11,218.00
		Account <b>5212.100 - Insurance General</b> Totals	Transactions	4	\$205,165.00
	5213.100 - Professional/Contract Services Gener	al	1.00	24 200 00	24 200 00
1010.20.4201.5213.100 1010.20.4201.5213.100	2013/14 Financial Audit HDL Sales Tax Audit		1.00	34,200.00 1,950.00	34,200.00 1,950.00
1010.20.4201.5213.100			1.00	3,000.00	3,000.00
1010.20.4201.5213.100	IT - Emergency Support  IT - GIC Annual Contract Services		1.00	10,000.00	10,000.00
1010.20.4201.5215.100	11 - GIC Allitudi Contract Services		Transactions	10,000.00	\$49,150.00
		Account <b>5213.100 - Professional/Contract Services General</b> Totals	Transactions	7	\$49,130.00
Account 1010.20.4201.5214.100	5214.100 - Repair and Maint Service General Alarm Monitoring & Maint - Town Hall		1.00	960.00	960.00
1010.20.4201.5214.100	Copier & Printer Maint - Town Hall		1.00	2,700.00	2,700.00
1010.20.4201.5214.100	Fire Extinguisher Maint		1.00	460.00	460.00
1010.20.4201.5214.100	Heating and Airconditioning Maint		1.00	3,656.00	3,656.00
1010.20.4201.5214.100	IT - Barracuda Email Security Service		1.00	1,300.00	1,300.00
1010.20.4201.5214.100	IT - Citrix XenApp Maint (2/3 IT/PD/TH)		2.00	380.00	760.00
1010.20.4201.5214.100	IT - Shoretel Renewal		1.00	700.00	700.00
1010.20.4201.5214.100	IT - Symantec BackupExec Renewal		1.00	3,000.00	3,000.00
1010.20.4201.5214.100	IT - Symantec Multi-Tier Renewal		80.00	50.00	4,000.00
1010.20.4201.5214.100	IT - Teamviewer Annual Maintenance		1.00	900.00	900.00
.010.20.4201.5214.100	Janitorial Services		1.00	7,500.00	7,500.00
1010.20.4201.5214.100	Journyx Time Keeping Annual Renewal		1.00	2,218.00	2,218.00
1010.20.4201.5214.100	Mail Meter Annual Maint		1.00	325.00	325.00
1010.20.4201.5214.100	New World Finance System Annual Renewal		1.00	36,859.00	36,859.00
1010.20.4201.5214.100	Pest Control Services		4.00	95.00	380.00
1010.20.4201.5214.100	Town Hall Generator Permit		1.00	240.00	240.00
		Account 5214.100 - Repair and Maint Service General Totals	Transactions	16	\$65,958.00
Account	5215.100 - Rents and Leases Miscellaneous	·			
1010.20.4201.5215.100	Postage Machine Rental		1.00	1,419.00	1,419.00
		Account 5215.100 - Rents and Leases Miscellaneous Totals	Transactions	1	\$1,419.00
Account 1010.20.4201.5215.106	5215.106 - Rents and Leases Copiers Bizhub C552DS & Bizhub 601 Lease		1.00	5,134.00	5,134.00
		Account 5215.106 - Rents and Leases Copiers Totals	Transactions	1	\$5,134.00
Account	5216.100 - Communications General Services	Account 3213.100 - Reits and Leases copiels Totals			.,.
1010.20.4201.5216.100	AM 1500		1.00	350.00	350.00
1010.20.4201.5216.100	IT - (4) Etherspeak VOIP Trunks (Shortel)		1.00	2,460.00	337



1010.20.4201.5216.10	G/L Account Train	nsaction		Number of Units	Cost per Unit	Total Amount
1010.20.4201.5216.100	1010.20.4201.5216.100 IT -	AT&T Cellular - AC & PWC		1.00	660.00	660.00
1010.20.4201.5216.100	1010.20.4201.5216.100 IT -	Comcast Internet Service - FDPD & TH		1.00	6,000.00	6,000.00
1010.20 4201.5216.100	1010.20.4201.5216.100 IT -	Comcast Internet Service - Stations 82 & 83		1.00	2,400.00	2,400.00
1010.20.4201.5216.100	1010.20.4201.5216.100 IT -	Livestream Renewal		1.00	588.00	588.00
1010.20.4201.5216.100   Regular and Long Distrance Telephone Service   1010.20.4201.5216.100   1010.	1010.20.4201.5216.100 IT -	Phone Service - IT Manager		1.00	1,740.00	1,740.00
1010.20.4201.5216.100   Town Hall and Radio Circuits	1010.20.4201.5216.100 IT -	Website Hosting		1.00	1,281.12	1,281.12
101,20,4201,5218.100	1010.20.4201.5216.100 Reg	ular and Long Distrance Telephone Service		1.00	16,000.00	16,000.00
1010.20.4201.5218.100	1010.20.4201.5216.100 Tov	n Hall and Radio Circuits		1.00	2,831.00	2,831.00
100.20.4201.5218.100		Accor	unt 5216.100 - Communications General Services Totals	Transactions	10	\$34,310.12
Account				1.00	100.00	100.00
Account   S219.100 - Printing General   1.00   2.00.00	2020;201,1202;022;01200	2010.10.19	Account <b>5218.100 - Advertising General</b> Totals			\$100.00
1010.20.4201.5219.100   Envelopes   Enve	Account <b>5219.10</b>	0 - Printing General				
Account   S219.100 - Printing General Totals   Transactions   Tr				1.00	300.00	300.00
Account 5260 - Miscellaneous	1010.20.4201.5219.100 Lett	erhead		1.00	200.00	200.00
1010.20.4201.5225   Safety Deposit Box Rental   1.00   100.00			Account <b>5219.100 - Printing General</b> Totals	Transactions	2	\$500.00
Account   Section   Sectio		_				
Account 1010.20.4201.5205 Buttle Local Agency Formation Commission (LAFCO) 1.00 24,519.00 24,519.00 24,519.00 601.	1010.20.4201.5225 Safe	ety Deposit Box Rental				100.00
1010.20.4201.5260   Butte Local Agency Formation Commission (LAFCO)   1.00   24,519.00   24,519.00   1.00			Account <b>5225 - Bank Fees and Charges</b> Totals	Transactions	1	\$100.00
1010.20.4201.5260				4.00	24 540 00	24.540.00
Account   Sample   Account   Account		• ,			•	•
Account         5303 - Improvements IT - Attic Access Mitigation         1.00         2,000.00 <td>1010.20.4201.5260 Tov</td> <td>n's Septic Annual Operating Permit Fees</td> <td></td> <td></td> <td></td> <td></td>	1010.20.4201.5260 Tov	n's Septic Annual Operating Permit Fees				
1010.20.4201.5303 IT - Attic Access Mitigation 2,000.00 2			Account <b>5260 - Miscellaneous</b> Totals	Transactions	2	\$25,120.00
Account 5303 - Improvements Totals Transactions 1 \$2,000.00  Account Pension Obligation Bond (POB) Fiscal Agent Admin Fee 1.00 2,500.00  Account Account S500 - Bond Payments - Fiscal Agent Pension Obligation Bond (POB) Fiscal Agent Admin Fee 1.00 2,500.00  Account S500 - Bond Payments - Fiscal Agent Totals Transactions 1 \$2,500.00  Account S501 - Debt Service Payment - Principal (New) IT - Accela Hardware Replacement - Yr 1 of 5 1.00 11,047.55 11,047.55 11010.20.4201.5501 (New) IT Equipment (APC RT 3000 UPS & Sql Hardware) Yr 1 of 4 1.00 3,024.12 3,024.13		• •		1.00	2.000.00	2,000.00
1010.20.4201.5500 Account Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Account Account Source Pension Obligation Bond (POB) Fiscal Agent Admin Fee  Transactions  Transactions  1	10	, lace / leecos / lacgation	Account F202 Transcoments Totals			\$2,000.00
1010.20.4201.5500 Pension Obligation Bond (POB) Fiscal Agent Admin Fee	Assessment FFOO B	and Daymonto Fiscal Asset	Account 5303 - Improvements Totals			+=/
Account 1010.20.4201.5501 (New) IT - Accela Hardware Replacement - Yr 1 of 5 1.00 11,047.55 11,047.55 1010.20.4201.5501 (New) IT Equipment (APC RT 3000 UPS & Sql Hardware) Yr 1 of 4 1.00 3,024.12 3,024.13 11,037.55 11,037.55 11,037.55 11,037.55 11,047.55 1				1.00	2,500.00	2,500.00
1010.20.4201.5501       (New) IT - Accela Hardware Replacement - Yr 1 of 5       1.00       11,047.55       11,047.55         1010.20.4201.5501       (New) IT Equipment (APC RT 3000 UPS & Sql Hardware) Yr 1 of 4       1.00       3,024.12       3,024.12			Account 5500 - Bond Payments - Fiscal Agent Totals	Transactions	1	\$2,500.00
1010.20.4201.5501 (New) IT Equipment (APC RT 3000 UPS & Sql Hardware) Yr 1 of 4  1.00 3,024.12 3,024.13	Account <b>5501 - D</b>	ebt Service Payment - Principal				
Tunna di ing		·		1.00	11,047.55	11,047.55
Account 5501 - Debt Service Payment - Principal Totals Transactions 2 \$14,071.6	1010.20.4201.5501 (Ne	w) IT Equipment (APC RT 3000 UPS & Sql Hardware) Yr 1 of	f 4	1.00	3,024.12	3,024.12
			Account 5501 - Debt Service Payment - Principal Totals	Transactions	2	\$14,071.67

# FY 2014/2015

# Capital Improvement Projects

# TOWN OF PARADISE RESOLUTION NO. 14-\_

# A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE APPROVING AND ADOPTING THE TOWN OF PARADISE CAPITAL IMPROVEMENT PLAN FOR THE 2014-2015 FISCAL YEAR

WHEREAS, the Town of Paradise needs to plan for critical long term Capital Improvement Projects; and

WHEREAS, a Town adopted Capital Improvement Plan (Exhibit A) will provide a valuable planning tool for Town staff; and

WHEREAS, a capital improvement plan recently prepared by staff is a planning document that is dependent upon future funding and staff resources; and

WHEREAS, This proposed Capital Improvement Plan has been reviewed by the Planning Director and reported to be consistent with the goals and objectives of the Town's adopted 1994 Paradise General Plan; and

WHEREAS, adoption of a Capital Improvement Plan will inform the local utilities and citizens of planned capital improvements; and

WHEREAS, advance planning and early coordination of Capital Improvement projects will allow all affected agencies to better coordinate construction and rehabilitation projects;

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

Section 1. The Capital Improvement Plan attached as Exhibit "A" is hereby approved and adopted for the time period of July 1, 2014 through June 30, 2015.

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own of Paradise esolution No. 14		
PASSED AND AI	OOPTED by the Town Cour	ncil of the Town of Paradise this 25th day of June, 2014, by the following vote:
AYES:		
NOES:	None	
ABSENT:	None	
NOT VOTING:	None	
		Scott Lotter, Mayor
ATTEST:		
By: Joanna Gutierre		
APPROVED AS T	TO FORM:	

Dwight L. Moore, Town Attorney

Project Name: Pearson-Recreation Signalization

Project Number: 9363

Est. Start Date: 01/2010

Est. Completion Date: 02/2014

Project Description: Signalization of Pearson Road at Recreation Drive. Includes road

reconstruction between Academy Drive and Clark Road, various sidewalk,

driveway and drainage improvements.

2013-14 Estimated									
Code	Project Costs	Prior Years	Actual	2014-15	2015-16	Total Costs			
	Pre Funding Engineering	1,937				1,937			
10	Preliminary Engineering	234,289		-	-	234,289			
20	Right of Way & Utility Relocation	104,380	(5,785)	-	-	98,595			
30	Construction Engineering	45,986		-	-	45,986			
40	Construction	290,312	1,288,714	-	-	1,579,025			
50	Construction Contingency	-		-	-	-			
	Annual Total \$	676,903	\$ 1,282,929	-	\$ -	\$ 1,959,832			

Code	Project Fund	ding Prior Y	ears	Actual	2014-15	2015-16	Total Funding
1010	General		-		-	-	-
2110	Proposition 1B		27,446	452	-	-	27,897
2112	Federal CMAQ		636,270	1,282,477	-	-	1,918,747
2120	Gas Tax/Streets		-		-	-	-
2502	Signal Development		4,647				4,647
2510	DIF Road		-		-	-	-
2520	DIF Signal		-		-	-	-
2551	DIF Drainage		8,540		-	-	8,540
5900	Local Transportation		-		-	-	-
		Annual Total \$	676,903 \$	1,282,929	\$ -	\$ -	\$ 1,959,832

Project Name: Skyway Highway Safety Improvement Plan

Project Number: 9365

Est. Start Date: 02/2013 Est. Completion Date: 05/2016

**Project Description:** Safety improvements along Skyway between Vista Way and Elliott Road. Includes signal modifications, crosswalk enhancements and road work.

			2013-14 Estimated			
Code	Project Costs	Prior Years	Actual	2014-15	2015-16	Total Costs
10	Preliminary Engineering	6,015	150,554		-	156,569
20	Right of Way & Utility Relocation	-		-	-	-
30	Construction Engineering	-		39,336	-	39,336
40	Construction	-		1,065,234	-	1,065,234
50	Construction Contingency	-		106,287	-	106,287
	Annual Total \$	6,015	\$ 150,554	\$ 1,210,857	\$ -	\$ 1,367,426

				2013-14 Estimated			
Code	Project Fun	ding Prio	or Years	Actual	2014-15	2015-16	Total Funding
1010	General		-		-	-	-
2110	Proposition 1B		-		-	-	-
2120	Gas Tax/Streets		897	8,554	11,699	-	21,150
2132	Federal HSIP		5,118	120,828	774,054	-	900,000
2510	DIF Road		-		-	-	-
2520	DIF Signal		-		-	-	-
2551	DIF Drainage		-		-	-	-
5900	Local Transportation		-	21,172	425,104	-	446,276
		Annual Total \$	6,015	\$ 150,554	\$ 1,210,857	\$ -	\$ 1,367,426

Project Name: Paradise Micro-Surfacing Project 2013

Project Number: 9366

Est. Start Date: 03/2013

Est. Completion Date: 10/2013

**Project Description:** 

Pavement maintenance project and traffic engineering / road layout adjustments to accommodate increased volumes. Scope includes: Skyway (Neal to Pearson), Skyway (Elliott to Bille), Pearson (Skyway to Academy), Pearson (Hilbe Curve), Clark (Elliott to Nunnely)

2013-14 Estimated 2014-15 2015-16 Code **Project Costs Prior Years** Actual **Total Costs** Preliminary Engineering Right of Way & Utility Relocation Construction Engineering 5,127 5,127 Construction 295,887 295,887 Construction Contingency 301,014 \$ Annual Total \$ \$ \$ 301,014

				2013-14 Estimated					
Code	Project Fund	ding Prior Years		Actual	2014-15	20	15-16	Total Fu	ınding
1010	General		-		-		-		-
2110	Proposition 1B		-	246,093	-		-		246,093
2120	Gas Tax/Streets		-	54,921	-		-		54,921
2132	Federal HSIP		-		-		-		-
2510	DIF Road		-		-		-		-
2520	DIF Signal		-		-		-		-
2551	DIF Drainage		-		-		-		-
5900	Local Transportation		-		-		-		-
		Annual Total \$	•	\$ 301,014	\$ -	\$	-	\$	301,014

Project Name: Cypress Curve Realignment Project Project Number: 9368

Est. Start Date: 07/2014 Est. Completion Date: 06/2018

**Project Description:** Improve vertical and horizontal alignments; improve drainage; widen shoulders on Clark Road between Adams Road and Kimberly Lane.

Code	Project Costs	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Costs
10	Preliminary Engineering	-	45,000	155,000		-	200,000
20	Right of Way & Utility Relocation	-	-	-	75,000	-	75,000
30	Construction Engineering	-	-	-		-	-
40	Construction	-	-	-		928,300	928,300
50	Construction Contingency	-	-	-		-	-
	Annual Total \$	-	\$ 45,000	\$ 155,000	\$ 75,000	\$ 928,300	\$ 1,203,300

Code	Project Funding	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Funding
1010 (	General	-	-	-		-	-
2110 F	Proposition 1B	-	-	-		-	-
2120 (	Gas Tax/Streets	-	4,500	15,500	7,500	92,900	120,400
2132 F	Federal HSIP	-	40,500	139,500	67,500	835,400	1,082,900
2510 [	DIF Road	-	-	-		-	-
2520 [	DIF Signal	-	-	-		-	-
2551 [	DIF Drainage	-	-	-		-	-
5900 L	Local Transportation	-	-	-		-	-
	Annual Total	- \$	45,000 \$	155,000 \$	75,000 \$	928,300	\$ 1,203,300

Project Name: Paradise Signal Upgrade Project Project Number: 9369

Est. Start Date: 07/2014 Est. Completion Date: 06/2016

**Project Description:** Upgrade signals to be equipped with battery backup, emergency vehicle detection, ADA pedestrian pushbuttons at all signalized intersections.

Code	Project Costs	<b>Prior Years</b>	2014-15	2015-16	2016-17	2017-18	Total Costs
10	Preliminary Engineering	-	20,000	-	-	-	20,000
20	Right of Way & Utility Relocation	-	-	-	-	-	-
30	Construction Engineering	-	-	-	-	-	-
40	Construction	-	293,400	-	-	-	293,400
50	Construction Contingency	-	-	-	-	-	-
	Annual Total	\$ - :	\$ 313,400 \$	-	\$ -	\$ -	\$ 313,400

Code	Project Funding	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Funding
1010	General	-	-	-	-	-	-
2110	Proposition 1B	-	-	-	-	-	-
2120	Gas Tax/Streets	-	31,340	-	-	-	31,340
2132	Federal HSIP	-	282,060	-	-	-	282,060
2510	DIF Road	-	-	-	-	-	-
2520	DIF Signal	-	-	-	-	-	-
2551	DIF Drainage	-	-	-	-	-	-
5900	Local Transportation	-	-	-	-	-	-
	Annual Total	\$ -	\$ 313,400	\$ -	\$ -	\$ -	\$ 313,400

Project Name: Pearson Road Shoulder Widening Project
Project Number: 9370

Est. Start Date: 07/2014 Est. Completion Date: 06/2016

**Project Description:** Widen shoulders, micro-surface roadway, add bicycle lanes on Pearson Road between Clark Road and Pentz Road.

Code	Project Costs	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Costs
10	Preliminary Engineering	-	96,000	-	-	-	96,000
20	Right of Way & Utility Relocation	-	-	-	-	-	-
30	Construction Engineering	-	-	-	-	-	-
40	Construction	-	-	448,500	-	-	448,500
50	Construction Contingency	-	-	-	-	-	-
	Annual Total \$	-	\$ 96,000	\$ 448,500	\$ -	\$ -	\$ 544,500

Code	Project Funding	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Funding
1010	General	-	-	-	-	-	-
2110	Proposition 1B	-	-	-	-	-	-
2120	Gas Tax/Streets	-	9,600	44,900	-	-	54,500
2132	Federal HSIP	-	86,400	403,600	-	-	490,000
2510	DIF Road	-	-	-	-	-	-
2520	DIF Signal	-	-	-	-	-	-
2551	DIF Drainage	-	-	-	-	-	-
5900	Local Transportation	-	-	-	-	-	-
	Annual Total	\$ -	\$ 96,000 \$	448,500 \$	- \$	-	\$ 544,500

Project Name: Clark Road Safety Enhancements
Project Number: 9367

Est. Start Date: 07/2014 Est. Completion Date: 06/2017

**Project Description:** Micro-surface roadway, modify striping layout, add center turn lane, construct ADA ramps, and various other safety enhancements on Clark Road between Bille Road and Wagstaff Road.

Code	Project Costs	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Costs
10	Preliminary Engineering	-	10,000	50,000	-	-	60,000
20	Right of Way & Utility Relocation	-	-	-	-	-	-
30	Construction Engineering	-	-	-	-	-	-
40	Construction	-	-	-	353,600	-	353,600
50	Construction Contingency	-	-	-	-	-	-
	Annual Total \$	-	\$ 10,000	\$ 50,000	\$ 353,600	\$ -	\$ 413,600

Code	Project Funding	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Funding
1010	General	-	-	-	-	-	-
2110	Proposition 1B	-	-	-	-	-	-
2120	Gas Tax/Streets	-	1,00	5,000	35,400	-	41,400
2132	Federal HSIP	-	9,0	00 45,000	318,200	-	372,200
2510	DIF Road	-	-	-	-	-	-
2520	DIF Signal	-	-	-	-	-	-
2551	DIF Drainage	-	-	-	-	-	-
5900	Local Transportation	-	-	-	-	-	-
	Annua	al Total \$ -	\$ 10,00	00 \$ 50,000	\$ 353,600	\$ -	\$ 413,600

		)WN OF PAR I Year 2014/1					
Account Nun	nber Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Counci
Fund: 2100 - CIP Fund	•						
<u>Revenues</u>							
Department: 50 - CIP Pro	grams						
Program: 8901 - CIP Prog	rams						
3910.110	Transfers In From Local Transportation	25,212	252,971	246,545	-	-	-
3910.112	Transfers In From Federal CMAQ Fund	353,748	1,400,254	1,232,416	-	-	-
3910.120	Transfers In From State Gas Tax Fund	-	49,794	49,794	37,990	37,990	-
3910.132	Transfers In From HSIP Grant	-	79,096	84,933	1,115,964	1,115,964	-
3910.510	Transfers In From Impact Fees Road	202,275	30,000	-	-	-	-
3910.551	Transfers In From Impact Fees Drainage	(36,513)	-	-	-	-	-
3910.900	Transfers In From Transit Fund	-	7,513	14,883	425,104	425,104	-
Revenues Total		544,722	1,819,628	1,628,571	1,579,058	1,579,058	-
<u>Expenditures</u>							
Department: 50 - CIP Pro	•						
<b>Program:</b> 8901 - CIP Prog							
9361	So Libby Rehab Pearson to End	202,275	-	-	-	-	-
9363	Pearson/Recreation Signal	342,447	1,411,875	1,232,868	-	-	-
9365	Skyway HSIP	-	86,609	99,816	1,199,158	1,199,158	-
9366	Micro-Surfacing Project 2013	-	321,144	295,887	-	-	-
9368	Cypress Curve Realignment Project	-	-	-	40,500	40,500	-
9369	Paradise Signals Upgrade	-	-	-	298,400	298,400	-
9370	Pearson Road Shoulder Widening	-	-	-	41,000	41,000	-
Expenditures Total		544,722	1,819,628	1,628,571	1,579,058	1,579,058	- 1

## FY 2014/2015

# Successor Agency to the Paradise Redevelopment Agency

## SUCCESSOR AGENCY TO THE PARADISE REDEVELOPMENT AGENCY RESOLUTION NO. 14-\_

# A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PARADISE REDEVELOPMENT AGENCY ADOPTING THE FISCAL YEAR 2014/2015 SUCCESSOR AGENCY TO THE PARADISE REDEVELOPMENT AGENCY BUDGETS

**WHEREAS**, the Successor Agency to the Paradise Redevelopment Agency Board of Directors has reviewed the proposed Preliminary 2014/15 Budget recommendations that were presented for the Town of Paradise as Successor Redevelopment Agency Fund and the Redevelopment Obligation Retirement Fund at the Budget Meeting on June 25, 2014;

**NOW, THEREFORE, BE IT RESOLVED** that the Successor Agency to the Paradise Redevelopment Agency Board of Directors after this review has determined the Budget appropriations for the above listed funds as identified in the FY 2014/15 adopted Budget contingent upon review and approval of the Oversight Board to the Successor Agency to the Paradise Redevelopment Agency.

PASSED AND ADOPTED by the Successor Agency to the Paradise Redevelopment Agency this 25th day of June, 2014, by the following vote:

APPROVED AS T  Dwight L. Moore,		
Joanna Gutierrez,	Agency Secretary	
By:		
ATTEST:		Scott Lotter, Chair
NOT VOTING:	None	
ABSENT:	None	
NOES:	None	
AYES:		

TOWN OF PARADISE Fiscal Year 2014/15 Budget						
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Fund: 7650 - TOP as Successor RDA						
Department: 60 - RDA						
Program: 4975 - Successor RDANH Operations						
Expenditures 5100 Personnel Services	-	-	-	8,952	8,952	-
5200 Supplies and Services 5300 Capital Outlay	6,585 -	85 -	-	-	-	-
5500 Debt Service	380,638	347,732	347,732	347,732	347,732	-
Total Expenditures	387,222	347,817	347,732	356,684	356,684	-
Revenues						
Service Fees Fines and Forfeitures	-	-	-	-	-	-
Other	74	722	718	208	208	-
Total Revenues	74	722	718	208	208	
Net Income	(387,148)	(347,095)	(347,014)	(356,476)	(356,476)	-
Transfers In	376,245	373,563	360,800	369,676	369,676	-
Transfers Out	-	-	-	(13,200)	(13,200)	-
Ending Fund Balance	(6,849,642)	(6,823,174)	(6,835,856)	(6,835,856)	(6,835,856)	-

Fiscal Year 2014-2015 Personnel Allocation				
Position/Title	Weekly Hours	Allocated	Equiv	Wages &
Town Manager	40	1%	0.01	1,004
Finance Director	40	6%	0.06	6,996
Town Clerk	40	1%	0.01	998
		Total	0.08	8,998
Allocation to Other Programs				
Town Manager	TM 64%; Gas Ta	x 15%; BHS 20%		
Finance Director	Fin 84%; BSWW	3%; Gas Tax 3%;	Transit 4%	
Town Clerk	TC 99%			

#### Note:

<sup>1</sup> This budget requires the approval of the Oversight Board and the Successor Agency Board.

		OWN OF PARA					
	Fisca	I Year 2014/15		2011	0045	2045	
Account Numl	per Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Counci
<b>Fund:</b> 7650 - TOP	<u> </u>						
Revenues							
Department: 60 -	RDA						
•	Successor RDANH Operations						
3610.100	Interest Revenue Investments	74	225	208	208	208	-
3906.001	RDA Loan Payments Loan Payments	-	497	510	-	-	-
3910.924	Transfers In From RDA Obligation Retirement	376,245	373,563	360,800	369,676	369,676	-
Revenues Total		376,319	374,285	361,518	369,884	369,884	-
Expenditures							
Department: 60 -	RDA						
<b>Program:</b> 4975 - 9	Successor RDANH Operations						
5101	Salaries - Permanent	-	-	-	6,903	6,903	-
5106.100	Incentives & Admin Leave Administrative Leave	-	-	-	398	398	-
5107	Car Allowance/Mileage	-	-	-	169	169	-
5111	Medicare	-	-	-	96	96	-
5112.101	Retirement Contribution PERS	-	-	-	869	869	-
5113	Worker's Compensation	-	-	-	65	65	-
5114.101	Health Insurance Medical	-	-	-	390	390	-
5116.101	Life and Disability Insurance Life & Disab.	-	-	-	62	62	-
5213.100	Professional/Contract Services General	6,414	-	-	-	-	-
5219.100	Printing General	96	-	-	-	-	-
5225	Bank Fees and Charges	75	85	-	-	-	-
5500	Bond Payments - Fiscal Agent	4,000	4,000	4,000	4,000	4,000	-
5501	Debt Service Payment - Principal	-	17,202	17,202	17,202	17,202	-
5502	Debt Service Payment - Interest	376,638	326,530	326,530	326,530	326,530	-
5910.010	Transfers Out To General Fund	-	-	-	13,200	13,200	-
Expenditures To	otal	387,222	347,817	347,732	369,884	369,884	-
Fund Net Tot	al: 7650 - TOP as Successor RDA	(10,904)	26,468	13,786	-	-	_

TOWN OF PARADISE Fiscal Year 2014/15 Budget						
Account Number Description	2013 Actual Amount	2014 Amended Budget	2014 Estimated Amount	2015 Department Requested	2015 Manager Recommend	2015 Council Adopted
Ending Fund Balance:	(6,849,642)	(6,823,174)	(6,835,856)	(6,835,856)	(6,835,856)	-



G/L Account	Transaction		Number of Units	Cost per Unit	Total Amount
EXPENSES					
Fund <b>7650 - TOP as S</b>	Successor RDA				
Department 60 - RE	DA				
Program <b>4975</b> -	Successor RDANH Operations				
7650.60.4975.5500 Accoun	t 5500 - Bond Payments - Fiscal Agent Wells Fargo Bond #1 Admin Fee		1.00	2,000.00	2,000.00
7650.60.4975.5500	Wells Fargo Note #3 Admin Fee		1.00	2,000.00	2,000.00
		Account 5500 - Bond Payments - Fiscal Agent Totals	Transactions	2	\$4,000.00
Accoun 7650.60.4975.5501	t 5501 - Debt Service Payment - Principal Jeffords/Honeywell Property Payments		1.00	17,202.00	17,202.00
		Account 5501 - Debt Service Payment - Principal Totals	Transactions	1	\$17,202.00
Accoun 7650.60.4975.5502	t 5502 - Debt Service Payment - Interest Tax Allocation Bond 1		1.00	262,855.00	262,855.00
7650.60.4975.5502	Tax Allocation Note 3		1.00	63,675.00	63,675.00
		Account 5502 - Debt Service Payment - Interest Totals	Transactions	2	\$326,530.00
Accoun 7650.60.4975.5910.010	t 5910.010 - Transfers Out To General Fund Central Services (Utilities, Facility, IT, Operating & Insurance		1.00	3,200.00	3,200.00
7650.60.4975.5910.010	Legal Service		1.00	10,000.00	10,000.00
	-	Account 5910.010 - Transfers Out To General Fund Totals	Transactions	2	\$13,200.00

FY 2014/2015

Resolutions

Town of Paradise (5)

Successor Agency to the Paradise Redevelopment Agency (1)

# TOWN OF PARADISE FISCAL YEAR 2014-2015 APPROPRIATIONS RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE ADOPTING THE FINAL BUDGET FOR THE TOWN OF PARADISE INCLUDING ALL ATTACHMENTS, APPENDICIES AND OTHER RELATED DOCUMENTS FOR THE 2014-2015 FISCAL YEAR ENDING JUNE 30, 2015

**WHEREAS**, the Town council has reviewed the proposed preliminary 2014-2015 budget that was presented during a budget meeting on June 25, 2014.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Council after this review has determined the following budget appropriations and operating transfers for the fiscal Year 2014-2015.

### PROPOSED FISCAL YEAR ANNUAL APPROPRIATIONS AND TRANSFERS BY FUNDING SOURCES FOR FISCAL YEAR ENDING JUNE 30, 2015.

Fund	Description	Fiscal Year Appropriations	Operating Transfer In	Operating Transfer Out
1010	General Fund	10,036,524	427,483	-
Capital	Project Funds			
2100	Capital Improvement Projects Fund	1,579,058	1,579,058	
2132	HSIP - Highway Safety Improvement Program			(1,192,014)
3710	Equipment Replacement Fund	90,476		
5900	Transit Fund	983,353		(429,910)
Special	Revenue Funds			
2030	Building Safety & Waste Water Services	612,345		(144,351)
2070	Animal Control Fund	169,156	16,381	(28,726)
2120	Gas Tax	1,042,179	76,050	(206,487)
2140	Traffic Safety Fund	2,650		(30,000)
2150	Special Projects Fund	20,000		
2160	BHS - Economic Development	70,786	103,516	(31,403)
2215	Abandoned Vehicle Abatement (AVA)	448		(6,500)

		Fiscal Year	Operating	Operating
Fund	Description	<b>Appropriations</b>	Transfer In	Transfer Out
-	Revenue Funds (Continued)			
2240	Asset Seizure Fund	600		
2309	BHS - 2009 CDBG	80,000		
	BHS - 2012 CDBG	9,601		
2313		72,787		
	BHS - 2014 CDBG	154,469		(19,156)
2413	BHS 2013 CalHome Grant	418,000		(38,500)
2612	BHS - 2012 Home Grant	191,082		(45,860)
Public	Safety Grants and Other Grants			
2124	SR2S Safe Routes to School	10,410		
2204	State SLESF Fund	99,999		
2206	AB 109 Fund	79,379		
2218	Avoid Grant	56,600		
Trust a	nd Agency Funds			
	VIPS (Volunteers in Police Service)	3,455		
7808	Canine Protection Unit Donation Fund	3,300		
7811	Animal Control Misc Donation Fund	,		(16,381)
Fiducia	ry Funds			
7611	GASB 45 Retiree Medical Trust	120		
7615	Vehicle Sales Proceeds	31,000		
7626	Traffic Offender Impound Fund	5,000		
7627	Tech Equipment Replacement Fund	58,000		
7629	Hydrant Maintenance Fund	1,000		
7630	DOJ Livescan Fees	10,000		
7635	PD Found Money	1,000		
Succes	sor Agency to Paradise Redevelopment A	gency Funds		
	RDA Obligation Retirement Fund			(369,676)
7650	Successor Agency to RDA NH	356,684	369,676	(13,200)
	Totals for Fiscal Year 2014-2015	Appropriations 16,249,461	Transfer In 2,572,164	Transfer Out (2,572,164)

Resolution No.	
PASSED AND ADOPTED by the Town Council of the Town of Paradise this	
By the following vote:	
AYES:	
NOES:	
ABSENT:	
NOT VOTING:	
ATTEST:	Scott Lotter, Mayor
By: Joanna Gutierrez, Town Clerk	
APPROVED AS TO FORM:	Dwight L. Moore, Town Attorney

#### **Town of Paradise** Resolution No. 14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE APPROVING AND ADOPTING THE ANNUAL APPROPRIATION LIMIT (EXHIBIT A) FOR FISCAL YEAR 2014 - 2015.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Paradise that the appropriations limit for the Town of Paradise fiscal year 2014-2015 is that which is set forth in Exhibit A.

e following vote:

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 25th day of June 2014, by the
AYES:
NOES: None.
ABSENT: None.
NOT VOTING: None.
ATTEST:
Joanna Gutierrez, Town Clerk  APPROVED AS TO FORM:
Dwight L. Moore, Town Attorney
Scott Lotter, Mayor

# Exhibit A-Resolution No. Town of Paradise Appropriations Limit Calculations Fiscal Year 2014 - 2015

#### Percentage Population Change<sup>1</sup>

Town of Paradise Population as of January 1, 2013	26,020					
Town of Paradise Population as of January 1, 2014	26,109					
Percentage Change	0.342					
Population Converted to Ratio (0.342 + 100) / 100 =	1.0034					
Inflation Adjustment Factor <sup>2</sup>						
California Per Capita Income Percent Change Over Prior Year	-0.23					
Per Capita Cost of Living Converted to Ratio (-0.23 + 100) / 100 =						
Growth Factor						
GIOWIII FACIOI						
1.0034 (population change) x 0.9977 (inflation adjustment)=						

Data provided by the California Department of Finance Demographic Research Unit

<sup>&</sup>lt;sup>2</sup> Data provided by the California Department of Finance Demographic Research Unit

#### Calculation of Fiscal Year 2014 - 2015 Appropriations Limit

2013 - 2014 Appropriations Limit (last year) 16,364,712

Growth Factor @ x 1.0011

Appropriations Subject to Limit 16,382,713

#### **Appropriations Subject to Limit**

2014 - 2015 General Fund Expenditures (Net) 10,036,524

2014 - 2015 Capital Projects Expenditures 2,652,887

2014 - 2015 Appropriations Subject to Limit 12,689,411

TOWN OF PARADISE RESOLUTION NO. 14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA, AMENDING GENERAL FUND RESERVES FOR FISCAL YEAR

2014 – 2015

**WHEREAS,** the Town of Paradise needs to reserve assigned General Fund monies for the purpose of setting aside contingency funds for unanticipated emergencies or other unplanned financial demands on the Town's General Fund;

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

Section 1: The Town Council hereby establishes for the 2014 – 2015 Fiscal Year a General Fund Reserve in the amount of \$1,742,912.

Section 2: Notwithstanding the aforementioned section, it is the intent of the Council to maintain a General Fund Reserve of at least 15% of General Fund Appropriations.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 25th day of June, 2014 by the following vote:

AYES:
NOES: None.
ABSENT: None.
NOT VOTING: None.
Scott Lotter, Mayor

ATTEST:	
BY: _	
Jo	anna Gutierrez, CMC, Town Clerk
APPROV	/ED AS TO LEGAL FORM:
BY:	
	Dwight L. Moore, Town Attorney

## TOWN OF PARADISE RESOLUTION NO. 14-\_\_

## A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA, ADOPTING THE AMENDED SALARY PAY PLAN FOR TOWN OF PARADISE EMPLOYEES FOR THE FISCAL YEAR 2014-2015

WHEREAS, the Town wishes to revise the salary pay plan; and

WHEREAS, the salary pay plan will incorporate all salary paid within the Town into one salary pay plan.

**NOW, THEREFORE** be it resolved by the Town Council of the Town of Paradise, that the Town of Paradise salary pay plan attached to this resolution is hereby adopted.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 25th day of June, 2014, by the following vote:

AYES:				
NOES:	None			
ABSENT:	None			
NOT VOTING:	None			
ATTEST:			Scott Lotter, Mayor	
By:		_		
APPROVED AS T	O FORM:			
Dwight L. Moore, T	own Attorney	_		

Budget Head	Budget	Desition	Hours/	A	TOWN OF P SALARY PAY PLA B		D	E	F
Count	Approved FTE's	Title	Week	Step	Step	Step	Step	Step	Step
Count	FIE 3	Title	Week	Step	Step	Step	Step	Step	Step
		TOWN CLERK							
1.00	1.00	ASSISTANT TOW	N CLERK						
		HOURLY	40	27.34	28.71	30.15	31.66	33.24	34.90
		BIWEEKLY		2,187.08	2,296.80	2,412.00	2,532.80	2,659.20	2,792.00
		MONTHLY		4,738.67	4,976.40	5,226.00	5,487.73	5,761.60	6,049.33
		ANNUAL		56,864.08	59,716.80	62,712.00	65,852.80	69,139.20	72,592.00
1.00	1.00	TOWN CLERK							
		HOURLY	40	35.76	37.54	39.42	41.39	43.46	45.63
		BIWEEKLY		2,860.43	3,003.20	3,153.60	3,311.20	3,476.80	3,650.40
		MONTHLY		6,197.60	6,506.93	6,832.80	7,174.27	7,533.07	7,909.20
		ANNUAL		74,371.21	78,083.20	81,993.60	86,091.20	90,396.80	94,910.40
		TOWN MANAGE	R / BUSINESS	& HOUSING /	HR / FLEET / IT				
1.00	1.00	ADMINISTRATIVI	E ANALYST (E	BUSINESS & HO	USING / TOWN N	MANAGER)			
		HOURLY	40	15.14	15.90	16.70	17.54	18.42	19.34
		BIWEEKLY		1,211.24	1,272.00	1,336.00	1,403.20	1,473.60	1,547.20
		MONTHLY		2,624.35	2,756.00	2,894.67	3,040.27	3,192.80	3,352.27
		ANNUAL		31,492.24	33,072.00	34,736.00	36,483.20	38,313.60	40,227.20
1.00	0.90	HOUSING PROGR	RAM SUPERV	ISOR					
		HOURLY	36	26.56	27.89	29.28	30.75	32.28	33.90
		BIWEEKLY		1,912.32	2,007.94	2,108.33	2,213.75	2,324.44	2,440.66
		MONTHLY		4,143.36	4,350.53	4,568.05	4,796.46	5,036.28	5,288.09
		ANNUAL		49,720.32	52,206.34	54,816.65	57,557.49	60,435.36	63,457.13

D	Dodest				TOWN OF F				
Budget Head	Budget Approved	Position	Hours/	Α	SALARY PAY PLA B	AN FY 2014/15 C	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
1.00	1.00	FLEET MANAGER		осер	осер	otep	otep	otep	Step
2.00	2.00	HOURLY	40	26.72	28.05	29.45	30.92	32.47	34.09
		BIWEEKLY	40	2,137.43	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20
		MONTHLY		4,631.10	4,862.00	5,104.67	5,359.47	5,628.13	5,908.93
		ANNUAL		55,573.23	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20
		ANNUAL		55,575.25	36,344.00	61,236.00	04,313.00	67,557.60	70,907.20
1.00	0.90	HUMAN RESOUR	CES & RISK I	MANAGEMENT I	MANAGER				
		HOURLY	36	26.72	28.05	29.45	30.92	32.47	34.09
		BIWEEKLY		1,923.69	2,019.60	2,120.40	2,226.24	2,337.84	2,454.48
		MONTHLY		4,167.99	4,375.80	4,594.20	4,823.52	5,065.32	5,318.04
		ANNUAL		50,015.91	52,509.60	55,130.40	57,882.24	60,783.84	63,816.48
1.00	1.00	INFORMATION T	ECHNOLOGY	/ MANAGER					
		HOURLY	40	33.50	35.18	36.94	38.79	40.73	42.77
		BIWEEKLY		2,680.14	2,814.40	2,955.20	3,103.20	3,258.40	3,421.60
		MONTHLY		5,806.96	6,097.87	6,402.93	6,723.60	7,059.87	7,413.47
		ANNUAL		69,683.54	73,174.40	76,835.20	80,683.20	84,718.40	88,961.60
1.00	1.00	TOWN MANAGE	R						
		HOURLY	40	51.71	54.30	57.02	59.87	62.86	66.00
		BIWEEKLY		4,137.00	4,344.00	4,561.60	4,789.60	5,028.80	5,280.00
		MONTHLY		8,963.50	9,412.00	9,883.47	10,377.47	10,895.73	11,440.00
		ANNUAL		107,562.00	112,944.00	118,601.60	124,529.60	130,748.80	137,280.00

P	Budget	Budget				TOWN OF I				
	Head	Approved	Position	Hours/	Α	B	C	D	E	F
	Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
			FINANCE		<u> </u>		<u> </u>			
	1.00	1.00	SENIOR FINANCI	AL SERVICES	CLERK					
			HOURLY	40	14.76	15.49	16.26	17.07	17.92	18.82
			BIWEEKLY		1,180.42	1,239.20	1,300.80	1,365.60	1,433.60	1,505.60
			MONTHLY		2,557.59	2,684.93	2,818.40	2,958.80	3,106.13	3,262.13
			ANNUAL		30,691.02	32,219.20	33,820.80	35,505.60	37,273.60	39,145.60
	1.00	1.00	FINANCE SUPER	VISOR						
			HOURLY	40	27.34	28.71	30.15	31.66	33.24	34.90
			BIWEEKLY		2,187.08	2,296.80	2,412.00	2,532.80	2,659.20	2,792.00
			MONTHLY		4,738.67	4,976.40	5,226.00	5,487.73	5,761.60	6,049.33
			ANNUAL		56,864.08	59,716.80	62,712.00	65,852.80	69,139.20	72,592.00
	1.00	1.00	FINANCE DIRECT	OR/TREASUR	RER					
			HOURLY	40	35.76	37.54	39.42	41.39	43.46	45.63
			BIWEEKLY		2,860.43	3,003.20	3,153.60	3,311.20	3,476.80	3,650.40
			MONTHLY		6,197.60	6,506.93	6,832.80	7,174.27	7,533.07	7,909.20
			ANNUAL		74,371.21	78,083.20	81,993.60	86,091.20	90,396.80	94,910.40
			POLICE ADMINIS	TRATION						
	1.00	0.90	ADMINISTRATIV	E ASSISTANT	III (P.D.)					
			HOURLY	36	17.36	18.22	19.13	20.09	21.09	22.14
			BIWEEKLY		1,249.59	1,311.84	1,377.36	1,446.48	1,518.48	1,594.08
			MONTHLY		2,707.44	2,842.32	2,984.28	3,134.04	3,290.04	3,453.84
			ANNUAL		32,489.31	34,107.84	35,811.36	37,608.48	39,480.48	41,446.08

Budget	Budget				TOWN OF P				
Head	Approved	Position	Hours/	Α	В	C	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
1.50	1.50	POLICE LIEUTENA		•	•			•	
		HOURLY	40	32.60	34.23	35.94	37.74	39.63	41.61
		BIWEEKLY	40	2,608.00	2,738.40	2,875.20	3,019.20	3,170.40	3,328.80
		MONTHLY		5,650.67	5,933.20	6,229.60	6,541.60	6,869.20	7,212.40
		ANNUAL		67,808.00	71,198.40	74,755.20	78,499.20	82,430.40	86,548.80
		711110712		07,000.00	71,130.40	7 4,7 33.20	70,433.20	02,430.40	00,540.00
0.50	0.50	Effective Decemb	per 31, 2014						
		960 Contra	nct	41.61					
4.00	1.00	DOLLOS CLUSS							
1.00	1.00	POLICE CHIEF	40	40.46	42.40	44.60	46.02	40.17	F1 C2
		HOURLY	40	40.46	42.48	44.60	46.83	49.17	51.63
		BIWEEKLY		3,236.60	3,398.40	3,568.00	3,746.40	3,933.60	4,130.40
		MONTHLY ANNUAL		7,012.63	7,363.20	7,730.67 92,768.00	8,117.20 97,406.40	8,522.80 102,273.60	8,949.20
		ANNUAL		84,151.61	88,358.40	92,768.00	97,406.40	102,273.00	107,390.40
		POLICE OPERATION	ONS						
		DOLLCE OFFICER	TDAINITE /Ch.	out Tours Docitio	m\				
		HOURLY	40	15.06	n) 15.81	16.60	17.43	18.30	19.22
		BIWEEKLY	40	1,204.80	1,264.80	1,328.00	1,394.40	1,464.00	1,537.60
		MONTHLY		2,610.40	2,740.40	2,877.33	3,021.20	3,172.00	3,331.47
		ANNUAL		31,324.80	32,884.80	34,528.00	36,254.40	38,064.00	39,977.60
		ANNOAL		31,324.80	32,864.80	34,328.00	30,234.40	38,004.00	39,977.00
1.00	1.00	COMMUNITY SE	RVICE OFFICE	R III					
		HOURLY	40	16.97	17.82	18.71	19.65	20.63	21.66
		BIWEEKLY		1,357.62	1,425.60	1,496.80	1,572.00	1,650.40	1,732.80
		MONTHLY		2,941.50	3,088.80	3,243.07	3,406.00	3,575.87	3,754.40
		ANNUAL		35,298.02	37,065.60	38,916.80	40,872.00	42,910.40	45,052.80
1/1 00	14 00	DUI ICE VEEICED							
14.00	14.00	POLICE OFFICER	40	21 52	22 <b>6</b> 0	22 72	24 02	26 17	27 /10
14.00	14.00	POLICE OFFICER HOURLY BIWEEKLY	40	21.52 1,721.71	22.60 1,808.00	23.73 1,898.40	24.92 1,993.60	26.17 2,093.60	27.48 2,198.40

Budget	Budget				TOWN OF P				
Head	Approved	Position	Hours/	Α	В	С	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
		MONTHLY		3,730.37	3,917.33	4,113.20	4,319.47	4,536.13	4,763.20
		ANNUAL		44,764.49	47,008.00	49,358.40	51,833.60	54,433.60	57,158.40
4.00	4.00	POLICE SERGEAN	т						
		HOURLY	40	25.38	26.65	27.98	29.38	30.85	32.39
		BIWEEKLY		2,030.72	2,132.00	2,238.40	2,350.40	2,468.00	2,591.20
		MONTHLY		4,399.88	4,619.33	4,849.87	5,092.53	5,347.33	5,614.27
		ANNUAL		52,798.61	55,432.00	58,198.40	61,110.40	64,168.00	67,371.20
		PUBLIC SAFETY C	OMMINICAT	IONS					
2.00	0.90	CRIMINAL RECOR	RDS TECHNIC	IAN					
		HOURLY	18	12.62	13.25	13.91	14.61	15.34	16.11
		BIWEEKLY		454.32	477.00	500.76	525.96	552.24	579.96
		MONTHLY		984.36	1,033.50	1,084.98	1,139.58	1,196.52	1,256.58
		ANNUAL		11,812.32	12,402.00	13,019.76	13,674.96	14,358.24	15,078.96
1.00	0.90	COMMUNITY SEI	RVICE OFFICE	R II					
		HOURLY	36	13.35	14.02	14.72	15.46	16.23	17.04
		BIWEEKLY		961.46	1,121.60	1,177.60	1,236.80	1,298.40	1,363.20
		MONTHLY		2,083.16	2,187.12	2,296.32	2,411.76	2,531.88	2,658.24
		ANNUAL		24,997.94	26,245.44	27,555.84	28,941.12	30,382.56	31,898.88
		PER DIEM PUBLIC	SAFETY DIS	PATCHER					
		HOURLY		15.93	16.73	17.57	18.45	19.37	20.34

Budget	Budget				TOWN OF P				
Head	Approved	Position	Hours/	Α	В	C	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
6.00	6.00	PUBLIC SAFETY I			эхэр	отор	3336	осор	ОСОР
		HOURLY	40	15.93	16.73	17.57	18.45	19.37	20.34
		BIWEEKLY		1,274.51	1,338.40	1,405.60	1,476.00	1,549.60	1,627.20
		MONTHLY		2,761.44	2,899.87	3,045.47	3,198.00	3,357.47	3,525.60
		ANNUAL		33,137.25	34,798.40	36,545.60	38,376.00	40,289.60	42,307.20
1.00	1.00	COMMUNICATIO	ON RECORDS S	SUPERVISOR					
		HOURLY	40	20.31	21.33	22.40	23.52	24.70	25.94
		BIWEEKLY		1,624.88	1,706.40	1,792.00	1,881.60	1,976.00	2,075.20
		MONTHLY		3,520.57	3,697.20	3,882.67	4,076.80	4,281.33	4,496.27
		ANNUAL		42,246.86	44,366.40	46,592.00	48,921.60	51,376.00	53,955.20
		ANIMAL CONTRO	OL						
2.00	0.90	P/T ANIMAL SHE	ELTER ASSISTA	NT					
		HOURLY	18	9.00	9.45	9.92	10.42	10.94	11.49
		BIWEEKLY		324.00	340.20	357.21	375.07	393.82	413.52
		MONTHLY		702.00	737.10	773.96	812.65	853.29	895.95
		ANNUAL		8,424.00	8,845.20	9,287.46	9,751.83	10,239.42	10,751.40
1.00	0.75	OFFICE ASSISTAN	NT III (ANIMA	L CONTROL)					
		HOURLY	30	12.23	12.84	13.48	14.15	14.86	15.60
		BIWEEKLY		733.81	770.40	808.80	849.00	891.60	936.00
		MONTHLY		1,589.91	1,669.20	1,752.40	1,839.50	1,931.80	2,028.00
		ANNUAL		19,078.96	20,030.40	21,028.80	22,074.00	23,181.60	24,336.00
1.00	0.45	P/T ANIMAL COI	NTROL OFFICE	:R					
		HOURLY	18	13.10	13.75	14.44	15.16	15.92	16.72
		HOURLY	10						
		BIWEEKLY	10	471.60	495.00	519.84	545.76	573.12	601.92
				471.60 1,021.80 12,261.60	495.00 1,072.50	519.84 1,126.32	545.76 1,182.48	573.12 1,241.76	601.92 1,304.16

Dudget	Dudget				TOWN OF F				
Budget Head	Budget Approved	Position	Hours/	Α	SALARY PAY PLA B	C C	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
Count	1123	THE	TT CCR	эсер	Step	Step	Step	otep -	otep
1.00	0.90	ANIMAL CONTRO	OL OFFICER						
		HOURLY	36	13.10	13.75	14.44	15.16	15.92	16.72
		BIWEEKLY		942.97	990.00	1,039.68	1,091.52	1,146.24	1,203.84
		MONTHLY		2,043.10	2,145.00	2,252.64	2,364.96	2,483.52	2,608.32
		ANNUAL		24,517.21	25,740.00	27,031.68	28,379.52	29,802.24	31,299.84
		DEVELOPMENT S	SERVICES (PLA	ANNING, PUBLI	C WORKS, ENGIN	EERING)			
		_							
1.00	0.90	BUILDING / ON-S							
		HOURLY	36	13.50	14.18	14.89	15.63	16.41	17.23
		BIWEEKLY		972.24	1,020.96	1,072.08	1,125.36	1,181.52	1,240.56
		MONTHLY		2,106.53	2,212.08	2,322.84	2,438.28	2,559.96	2,687.88
		ANNUAL		25,278.36	26,544.96	27,874.08	29,259.36	30,719.52	32,254.56
1.00	1.00	ENVIRONMENTA	L SERVICES S	PECIALIST					
		HOURLY	40	15.53	16.30	17.12	17.98	18.88	19.82
		BIWEEKLY		1,242.06	1,304.00	1,369.60	1,438.40	1,510.40	1,585.60
		MONTHLY		2,691.12	2,825.33	2,967.47	3,116.53	3,272.53	3,435.47
		ANNUAL		32,293.46	33,904.00	35,609.60	37,398.40	39,270.40	41,225.60
4.00	4.00	PUBLIC WORKS N	MAINTENAN	CE WORKER II					
		HOURLY	40	14.84	15.58	16.36	17.18	18.04	18.94
		BIWEEKLY		1,187.27	1,246.40	1,308.80	1,374.40	1,443.20	1,515.20
		MONTHLY		2,572.42	2,700.53	2,835.73	2,977.87	3,126.93	3,282.93
		ANNUAL		30,869.07	32,406.40	34,028.80	35,734.40	37,523.20	39,395.20
1.00	1.00	PUBLIC WORKS N	MAINTENAN	CE WORKER III					
		HOURLY	40	16.37	17.19	18.05	18.95	19.90	20.90
		BIWEEKLY		1,309.68	1,375.20	1,444.00	1,516.00	1,592.00	1,672.00
		MONTHLY		2,837.64	2,979.60	3,128.67	3,284.67	3,449.33	3,622.67
		ANNUAL		34,051.68	35,755.20	37,544.00	39,416.00	41,392.00	43,472.00
				•	•	•	•	•	•

Budget	Budget				TOWN OF P				
Head	Approved	Position	Hours/	Α	В	С	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
1.00	1.00	CONSTRUCTION	INSPECTOR						
		HOURLY	40	15.69	16.47	17.29	18.15	19.06	20.01
		BIWEEKLY		1,254.90	1,317.60	1,383.20	1,452.00	1,524.80	1,600.80
		MONTHLY		2,718.94	2,854.80	2,996.93	3,146.00	3,303.73	3,468.40
		ANNUAL		32,627.30	34,257.60	35,963.20	37,752.00	39,644.80	41,620.80
1.00	1.00	ASSISTANT PLAN	INER						
		HOURLY	40	18.96	19.91	20.91	21.96	23.06	24.21
		BIWEEKLY		1,516.80	1,592.80	1,672.80	1,756.80	1,844.80	1,936.80
		MONTHLY		3,286.40	3,451.07	3,624.40	3,806.40	3,997.07	4,196.40
		ANNUAL		39,436.80	41,412.80	43,492.80	45,676.80	47,964.80	50,356.80
1.00	1.00	CODE ENFORCEM	MENT OFFICE	R					
		HOURLY	40	18.96	19.91	20.91	21.96	23.06	24.21
		BIWEEKLY		1,516.80	1,592.80	1,672.80	1,756.80	1,844.80	1,936.80
		MONTHLY		3,286.34	3,451.00	3,624.33	3,806.33	3,996.99	4,196.32
		ANNUAL		39,436.80	41,412.80	43,492.80	45,676.80	47,964.80	50,356.80
1.00	1.00	ASSISTANT ONSI	TE SANITARY	OFFICIAL					
		HOURLY	40	19.75	20.74	21.78	22.87	24.01	25.21
		BIWEEKLY		1,580.18	1,659.20	1,742.40	1,829.60	1,920.80	2,016.80
		MONTHLY		3,423.71	3,594.93	3,775.20	3,964.13	4,161.73	4,369.73
		ANNUAL		41,084.58	43,139.20	45,302.40	47,569.60	49,940.80	52,436.80
1.00	1.00	ONSITE SANITAR	Y OFFICIAL						
		HOURLY	40	27.34	28.71	30.15	31.66	33.24	34.90
		BIWEEKLY		2,187.08	2,296.80	2,412.00	2,532.80	2,659.20	2,792.00
		MONTHLY		4,738.67	4,976.40	5,226.00	5,487.73	5,761.60	6,049.33
		ANNUAL		56,864.08	59,716.80	62,712.00	65,852.80	69,139.20	72,592.00

Budget	Budget				TOWN OF P				
Head	Approved	Position	Hours/	Α	В	C	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
1.00	1.00	PUBLIC WORKS	MANAGER	•	•	•			
		HOURLY	40	27.34	28.71	30.15	31.66	33.24	34.90
		BIWEEKLY	-	2,187.08	2,296.80	2,412.00	2,532.80	2,659.20	2,792.00
		MONTHLY		4,738.67	4,976.40	5,226.00	5,487.73	5,761.60	6,049.33
		ANNUAL		56,864.08	59,716.80	62,712.00	65,852.80	69,139.20	72,592.00
1.00	1.00	FIRE MARSHAL/E	BUILDING OF	FICIAL					
		HOURLY	40	32.65	34.28	35.99	37.79	39.68	41.66
		BIWEEKLY	-	2,611.66	2,742.40	2,879.20	3,023.20	3,174.40	3,332.80
		MONTHLY		5,658.59	5,941.87	6,238.27	6,550.27	6,877.87	7,221.07
		ANNUAL		67,903.06	71,302.40	74,859.20	78,603.20	82,534.40	86,652.80
1.00	1.00	TOWN ENGINEER	₹						
		HOURLY	40	33.50	35.18	36.94	38.79	40.73	42.77
		BIWEEKLY		2,680.00	2,814.00	2,955.20	3,102.96	3,258.11	3,421.60
		MONTHLY		5,806.67	6,097.00	6,402.93	6,723.08	7,059.23	7,413.47
		ANNUAL		69,680.00	73,164.00	76,835.20	80,676.96	84,710.81	88,961.60
1.00	1.00	COMMUNITY DE	VELOPMENT	DIRECTOR					
		HOURLY	40	35.76	37.54	39.42	41.39	43.46	45.63
		BIWEEKLY		2,860.43	3,003.20	3,153.60	3,311.20	3,476.80	3,650.40
		MONTHLY		6,197.60	6,506.93	6,832.80	7,174.27	7,533.07	7,909.20
		ANNUAL		74,371.21	78,083.20	81,993.60	86,091.20	90,396.80	94,910.40
		FIRE ADMINSTRA	ATION						
1.00	0.45	CIVILIAN FIRE PR	EVENTION IN	JSPECTOP					
1.00	0.43	HOURLY	18	10.14	10.65	11.18	11.74	12.33	12.95
		BIWEEKLY	10	365.04	383.40	402.48	422.64	443.88	466.07
		MONTHLY		790.92	830.70	872.04	915.72	961.74	1,009.83
		ANNUAL		9,491.04	9,968.40	10,464.48	10,988.64	11,540.88	12,117.92

Budget	Budget				SALARY PAY PLA	N FY 2014/15			
Head	Approved	Position	Hours/	Α	В	С	D	E	F
Count	FTE's	Title	Week	Step	Step	Step	Step	Step	Step
1.00	0.60	ADMINISTRATIVE ASSISTANT II (FIRE)							
		HOURLY	24	14.85	15.59	16.37	17.19	18.05	18.9
		BIWEEKLY		712.88	748.32	785.76	825.12	866.40	909.
		MONTHLY		1,544.57	1,621.36	1,702.48	1,787.76	1,877.20	1,970.
		ANNUAL		18,534.80	19,456.32	20,429.76	21,453.12	22,526.40	23,649.

HC= Head Count / actual number of employees

FTE's = Full-time equivalent employees

## TOWN OF PARADISE RESOLUTION NO. 14-\_

## A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE APPROVING AND ADOPTING THE TOWN OF PARADISE CAPITAL IMPROVEMENT PLAN FOR THE 2014-2015 FISCAL YEAR

WHEREAS, the Town of Paradise needs to plan for critical long term Capital Improvement Projects; and

WHEREAS, a Town adopted Capital Improvement Plan (Exhibit A) will provide a valuable planning tool for Town staff; and

WHEREAS, a capital improvement plan recently prepared by staff is a planning document that is dependent upon future funding and staff resources; and

WHEREAS, This proposed Capital Improvement Plan has been reviewed by the Planning Director and reported to be consistent with the goals and objectives of the Town's adopted 1994 Paradise General Plan; and

WHEREAS, adoption of a Capital Improvement Plan will inform the local utilities and citizens of planned capital improvements; and

WHEREAS, advance planning and early coordination of Capital Improvement projects will allow all affected agencies to better coordinate construction and rehabilitation projects;

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

Section 1. The Capital Improvement Plan attached as Exhibit "A" is hereby approved and adopted for the time period of July 1, 2014 through June 30, 2015.

/
/

Dwight L. Moore, Town Attorney

Project Name: Pearson-Recreation Signalization

Project Number: 9363

Est. Start Date: 01/2010

Est. Completion Date: 02/2014

379

Project Description: Signalization of Pearson Road at Recreation Drive. Includes road

reconstruction between Academy Drive and Clark Road, various sidewalk,

driveway and drainage improvements.

			2013-14 Estimated			
Code	Project Costs	Prior Years	Actual	2014-15	2015-16	Total Costs
	Pre Funding Engineering	1,937				1,937
10	Preliminary Engineering	234,289		-	-	234,289
20	Right of Way & Utility Relocation	104,380	(5,785)	-	-	98,595
30	Construction Engineering	45,986		-	-	45,986
40	Construction	290,312	1,288,714	-	-	1,579,025
50	Construction Contingency	-		-	-	-
	Annual Total \$	676,903	\$ 1,282,929 \$	-	\$ -	\$ 1,959,832

			20	13-14 Estimated			
Code	Project Fun	ding Prid	or Years	Actual	2014-15	2015-16	Total Funding
1010	General		-		-	-	-
2110	Proposition 1B		27,446	452	-	-	27,897
2112	Federal CMAQ		636,270	1,282,477	-	-	1,918,747
2120	Gas Tax/Streets		-		-	-	-
2502	Signal Development		4,647				4,647
2510	DIF Road		-		-	-	-
2520	DIF Signal		-		-	-	-
2551	DIF Drainage		8,540		-	-	8,540
5900	Local Transportation		-		-	-	-
		Annual Total \$	676,903 \$	1,282,929	\$ -	\$ -	\$ 1,959,832

Project Name: Skyway Highway Safety Improvement Plan

Project Number: 9365

Est. Start Date: 02/2013 Est. Completion Date: 05/2016

**Project Description:** Safety improvements along Skyway between Vista Way and Elliott Road. Includes signal modifications, crosswalk enhancements and road work.

			2013-14 Estimated			
Code	Project Costs	Prior Years	Actual	2014-15	2015-16	Total Costs
10	Preliminary Engineering	6,015	150,554		-	156,569
20	Right of Way & Utility Relocation	-		-	-	-
30	Construction Engineering	-		39,336	-	39,336
40	Construction	-		1,065,234	-	1,065,234
50	Construction Contingency	-		106,287	-	106,287
	Annual Total \$	6,015	\$ 150,554	\$ 1,210,857	\$ -	\$ 1,367,426

				2013-14 Estimated			
Code	Project Fun	ding Prio	or Years	Actual	2014-15	2015-16	Total Funding
1010	General		-		-	-	-
2110	Proposition 1B		-		-	-	-
2120	Gas Tax/Streets		897	8,554	11,699	-	21,150
2132	Federal HSIP		5,118	120,828	774,054	-	900,000
2510	DIF Road		-		-	-	-
2520	DIF Signal		-		-	-	-
2551	DIF Drainage		-		-	-	-
5900	Local Transportation		-	21,172	425,104	-	446,276
		Annual Total \$	6,015	\$ 150,554	\$ 1,210,857	\$ -	\$ 1,367,426

Project Name: Paradise Micro-Surfacing Project 2013

Project Number: 9366

Est. Start Date: 03/2013 Est. Completion Date: 10/2013

**Project Description:** 

Pavement maintenance project and traffic engineering / road layout adjustments to accommodate increased volumes. Scope includes: Skyway (Neal to Pearson), Skyway (Elliott to Bille), Pearson (Skyway to Academy), Pearson (Hilbe Curve), Clark (Elliott to Nunnely)

			2013-1	4 Estimated					
Code	Project Costs	Prior Years		Actual	2014-15	2015-1	6	Tota	al Costs
10	Preliminary Engineering	-			-		-		-
20	Right of Way & Utility Relocation	-			-		-		-
30	Construction Engineering	-		5,127	-		-		5,127
40	Construction	-		295,887	-		-		295,887
50	Construction Contingency	-			-		-		-
	Annual Total \$	-	\$	301,014 \$	-	\$	-	\$	301,014

				2013-14 Estimated					
Code	Project Fund	ding Prior Years		Actual	2014-15	20	15-16	Total Fu	ınding
1010	General		-		-		-		-
2110	Proposition 1B		-	246,093	-		-		246,093
2120	Gas Tax/Streets		-	54,921	-		-		54,921
2132	Federal HSIP		-		-		-		-
2510	DIF Road		-		-		-		-
2520	DIF Signal		-		-		-		-
2551	DIF Drainage		-		-		-		-
5900	Local Transportation		-		-		-		-
		Annual Total \$	•	\$ 301,014	\$ -	\$	-	\$	301,014

Project Name: Cypress Curve Realignment Project Project Number: 9368

Est. Start Date: 07/2014 Est. Completion Date: 06/2018

**Project Description:** Improve vertical and horizontal alignments; improve drainage; widen shoulders on Clark Road between Adams Road and Kimberly Lane.

Code	Project Costs	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Costs
10	Preliminary Engineering	-	45,000	155,000		-	200,000
20	Right of Way & Utility Relocation	-	-	-	75,000	-	75,000
30	Construction Engineering	-	-	-		-	-
40	Construction	-	-	-		928,300	928,300
50	Construction Contingency	-	-	-		-	-
	Annual Total \$	-	\$ 45,000	\$ 155,000	\$ 75,000	\$ 928,300	\$ 1,203,300

Code	Project Funding	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Funding
1010 (	General	-	-	-		-	-
2110 F	Proposition 1B	-	-	-		-	-
2120 (	Gas Tax/Streets	-	4,500	15,500	7,500	92,900	120,400
2132 F	Federal HSIP	-	40,500	139,500	67,500	835,400	1,082,900
2510 [	DIF Road	-	-	-		-	-
2520 [	DIF Signal	-	-	-		-	-
2551 [	DIF Drainage	-	-	-		-	-
5900 L	Local Transportation	-	-	-		-	-
	Annual Total	- \$	45,000 \$	155,000 \$	75,000 \$	928,300	\$ 1,203,300

Project Name: Paradise Signal Upgrade Project Project Number: 9369

Est. Start Date: 07/2014 Est. Completion Date: 06/2016

**Project Description:** Upgrade signals to be equipped with battery backup, emergency vehicle detection, ADA pedestrian pushbuttons at all signalized intersections.

Code	Project Costs	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Costs
10	Preliminary Engineering	-	20,000	-	-	-	20,000
20	Right of Way & Utility Relocation	-	-	-	-	-	-
30	Construction Engineering	-	-	-	-	-	-
40	Construction	-	293,400	-	-	-	293,400
50	Construction Contingency	-	-	-	-	-	-
	Annual Total \$	- \$	313,400 \$	-	\$ -	\$ -	\$ 313,400

Code	Project Funding	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Funding
1010	General	-	-	-	-	-	-
2110	Proposition 1B	-	-	-	-	-	-
2120	Gas Tax/Streets	-	31,340	-	-	-	31,340
2132	Federal HSIP	-	282,060	-	-	-	282,060
2510	DIF Road	-	-	-	-	-	-
2520	DIF Signal	-	-	-	-	-	-
2551	DIF Drainage	-	-	-	-	-	-
5900	Local Transportation	-	-	-	-	-	-
	Annual Tota	ıl \$ -	\$ 313,400	\$ -	\$ -	\$ -	\$ 313,400

Project Name: Pearson Road Shoulder Widening Project Project Number: 9370

Est. Start Date: 07/2014 Est. Completion Date: 06/2016

**Project Description:** Widen shoulders, micro-surface roadway, add bicycle lanes on Pearson Road between Clark Road and Pentz Road.

Code	Project Costs	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Costs
10	Preliminary Engineering	-	96,000	-	-	-	96,000
20	Right of Way & Utility Relocation	-	-	-	-	-	-
30	Construction Engineering	-	-	-	-	-	-
40	Construction	-	-	448,500	-	-	448,500
50	Construction Contingency	-	-	-	-	-	-
	Annual Total \$	-	\$ 96,000	\$ 448,500	\$ -	\$ -	\$ 544,500

Code	Project Funding	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Funding
1010	General	-	-	-	-	-	-
2110	Proposition 1B	-	-	-	-	-	-
2120	Gas Tax/Streets	-	9,600	44,900	-	-	54,500
2132	Federal HSIP	-	86,400	403,600	-	-	490,000
2510	DIF Road	-	-	-	-	-	-
2520	DIF Signal	-	-	-	-	-	-
2551	DIF Drainage	-	-	-	-	-	-
5900	Local Transportation	-	-	-	-	-	-
	Annual Total	\$ -	\$ 96,000 \$	448,500 \$	- \$	-	\$ 544,500

Project Name: Clark Road Safety Enhancements
Project Number: 9367

Est. Start Date: 07/2014 Est. Completion Date: 06/2017

**Project Description:** Micro-surface roadway, modify striping layout, add center turn lane, construct ADA ramps, and various other safety enhancements on Clark Road between Bille Road and Wagstaff Road.

Code	Project Costs	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Costs
10	Preliminary Engineering	-	10,000	50,000	-	-	60,000
20	Right of Way & Utility Relocation	-	-	-	-	-	-
30	Construction Engineering	-	-	-	-	-	-
40	Construction	-	-	-	353,600	-	353,600
50	Construction Contingency	-	-	-	-	-	-
	Annual Total \$	-	\$ 10,000	\$ 50,000	\$ 353,600	\$ -	\$ 413,600

Code	Project Funding	Prior Years	2014-15	2015-16	2016-17	2017-18	Total Funding
1010	General	-	-	-	-	-	-
2110	Proposition 1B	-	-	-	-	-	-
2120	Gas Tax/Streets	-	1,000	5,000	35,400	-	41,400
2132	Federal HSIP	-	9,000	45,000	318,200	-	372,200
2510	DIF Road	-	-	-	-	-	-
2520	DIF Signal	-	-	-	-	-	-
2551	DIF Drainage	-	-	-	-	-	-
5900	Local Transportation	-	-	-	-	-	-
	Annual Total	\$ -	\$ 10,000 \$	50,000 \$	353,600 \$	-	\$ 413,600

## SUCCESSOR AGENCY TO THE PARADISE REDEVELOPMENT AGENCY RESOLUTION NO. 14-\_

## A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PARADISE REDEVELOPMENT AGENCY ADOPTING THE FISCAL YEAR 2014/2015 SUCCESSOR AGENCY TO THE PARADISE REDEVELOPMENT AGENCY BUDGETS

**WHEREAS**, the Successor Agency to the Paradise Redevelopment Agency Board of Directors has reviewed the proposed Preliminary 2014/15 Budget recommendations that were presented for the Town of Paradise as Successor Redevelopment Agency Fund and the Redevelopment Obligation Retirement Fund at the Budget Meeting on June 25, 2014;

**NOW, THEREFORE, BE IT RESOLVED** that the Successor Agency to the Paradise Redevelopment Agency Board of Directors after this review has determined the Budget appropriations for the above listed funds as identified in the FY 2014/15 adopted Budget contingent upon review and approval of the Oversight Board to the Successor Agency to the Paradise Redevelopment Agency.

**PASSED AND ADOPTED** by the Successor Agency to the Paradise Redevelopment Agency this 25th day of June, 2014, by the following vote:

AYES:		
NOES:	None	
ABSENT:	None	
NOT VOTING:	None	
ATTEST: By:		Scott Lotter, Chair
Joanna Gutierrez, APPROVED AS T		
Dwight L. Moore.	Agency Counsel	



#### Town of Paradise Council Agenda Summary Date: June 25, 2014

Agenda Item: 7b

Originated by: Lauren Gill, Town Manager

**Reviewed by:** Dwight L. Moore, Town Attorney

**Subject:** Town Council consideration to introduce Ordinance 545 amending

Chapter 3.22 of the Paradise Municipal Code as set forth in

Ordinance No. 540 to establish a Citizens Oversight and Advisory Committee relating to Measure P, the ballot measure proposed to implement a ½ cent local sales tax for general municipal services

<u>Council Action Requested:</u> The Town Council is requested to take the following action establishing a Citizen Oversight and Advisory Committee to ensure revenues generated by a general municipal sales tax are used to preserve public services such as police protection, fire suppression, street maintenance, animal control and other services for the Town of Paradise, and to amend the elections resolutions that set forth the ballot measure text:

- (1) Waive reading of entire Ordinance No. 545 and approve reading by title only; and, (2) Introduce Ordinance No. 545, An Ordinance Amending Ordinance No. 540 Adding Chapter 3.22 to the Paradise Municipal Code Regarding a Transactions and Use Tax to be Administered by the State Board of Equalization. (ROLL CALL VOTE) and,
- (3) Adopt Resolution No. 14-33, amending Resolution No. 14-23 that calls and gives notice of a the general municipal election on November 4, 2014 for election of two (2) Town Council Members and to submit the ballot measure question to the voters; and,
- (4) Adopt Resolution No. 14-34, amending Resolution No. 14-24 that requests consolidation of the Town's municipal election with the Statewide General Election scheduled for November 4, 2014. **(ROLL CALL VOTE)**

**Background:** At the June 10, 2014 meeting, the Town Council discussed including a reference to the Citizen Oversight and Advisory Committee within the ballot measure question. In order to make this reference to the oversight committee within the ballot measure text, the enabling ordinance needs to be amended to include a reference to such a committee.

<u>Discussion:</u> Staff is presenting an ordinance that includes section 3.22.075 that establishes the purpose and the makeup of the committee. If introduced, the ordinance will come back for the second reading at the July 8, 2014. As well, two resolutions adopted on June 10, 2014, will require amendment to reflect ballot measure text that includes reference to a citizen oversight and advisory committee.

## TOWN OF PARADISE ORDINANCE NO. 545

# AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AMENDING AND ADDING CHAPTER 3.22 TO THE PARADISE MUNICIPAL CODE REGARDING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

The People of the Town of Paradise, State of California do **ordain as follows**:

<u>SECTION 1</u>: Chapter 3.22 is hereby amended and added to the Paradise Municipal Code to read as follows:

#### CHAPTER 3.22

#### Temporary Transactions and Use Tax

#### Sections:

3.22.010	Title
3.22.020	Operative Date
3.22.030	Purpose
3.22.040	Contract with State
3.22.050	Transaction Tax Rate
3.22.060	Place of Sale
3.22.070	Use Tax Rate
3.22.075	Citizen Advisory and Oversight Committee
3.22.080	Adoption of Provisions of State Law
3.22.090	Limitations on Adoption of State Law and Collection of Use Taxes
3.22.100	Permit Not Required
3.22.110	Exemptions and Exclusions
3.22.120	Amendments
3.22.130	Enjoining Collection Prohibited

#### 3.22.010 Title

This ordinance shall be known as the Temporary Transactions and Use Tax Ordinance. The Town of Paradise hereinafter shall be called "Town." This ordinance shall be applicable in the incorporated territory of the Town.

#### 3.22.020 Operative Date

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

#### 3.22.030 Purpose

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To maintain and preserve Town of Paradise public services, including police protection, fire suppression, street maintenance, animal control and other services within the Town.

- B. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section7285.9 of Part 1.7 of Division 2 which authorizes the Town to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
- C. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- D. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.
- E. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

#### 3.22.040 Contract with State

Prior to the operative date, the Town shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the Town shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such case the operative date shall be the first day of the first calendar quarter following the execution of such contract.

#### 3.22.050 Transactions Rate Tax

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the Town at the rate of one-half of one percent (0.50%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory for six (6) years from the operative date of this ordinance.

#### **3.22.060** Place of Sale

For the purposes of this ordinance, all retail sales are consumed at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his, her or its agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State of California or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of

Equalization.

#### **3.22.070** Use Tax Rate

An excise tax is hereby imposed on the storage, use or other consumption in the Town of tangible personal property purchased from any retailer for six (6) years after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one-half of one percent (0.50%) of the sales price of the property.

#### 3.22.075 Citizen Advisory and Oversight Committee

- 1. The Town Council shall establish and appoint a Citizen Advisory and Oversight Committee.
- 2. The Citizens Advisory and Oversight Committee shall consist of a nine-member board of residents and/or business owners in the Town of Paradise, as follows:
- Four (4) Members of the community at large
- One (1) Paradise business owner
- One (1) Member of the Paradise Association of Realtors
- One (1) Member of the Chamber of Commerce Board of Directors
- One (1) Member of the Paradise Post Editorial Board
- One (1) Certified Public Accountant
- 3. The purpose of the Citizens Advisory and Oversight Committee shall be to meet with the Town Manager and the Town Finance Director during the preparation of each fiscal year budget until the ordinance sunsets, to make recommendations to the Town Council regarding how the proceeds from the implementation of the ordinance will be allocated for the ensuing budget year. The committee shall make recommendations to the Council to provide for local public services, including police protection, fire suppression, emergency medical services, road repair, street maintenance, animal control and other services that will improve the quality of life for residents and businesses within the Town of Paradise. The committee shall meet at least quarterly during the fiscal year to ensure that the revenue generated by the ordinance is allocated and disbursed in accordance with the Town budget. All quarterly and annual budget reports from the committee shall be published on the Town of Paradise website prior to Council adoption of the budget and will be available for public review.

#### 3.22.080 Adoption of Provisions of State Law

Except as otherwise provided in this ordinance and except insofar as they are consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

#### 3.22.090 Limitations on Adoption of State Law and Collection of Use Taxes

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this Town shall be substituted therefor. However, the substitution shall not be made when:
- 1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;
- 2. The result of that substitution would require action to be taken by or against this Town or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this ordinance.
- 3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
- a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
- b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the provision of that code.
- 4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.
- B. The word "Town" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

#### 3.22.100 Permit not Required

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

#### 3.22.110 Exemptions and Exclusions

A. There shall be excluded from the measure of the transactions tax and the use tax in the amount of any sales tax or use tax imposed by the State of California or by any Town, Town and county, or county pursuant to the Bradley-Bums Uniform Local Sales and Use Tax Law or the amount of any state- administered transactions or use tax.

- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
- 1. Sales of tangible personal property, other than fuel or petroleum product s, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
- 2. Sales of property to be used outside the Town which is shipped to a point outside the Town,

pursuant to the contract of sale, by delivery to such point by the retailer or his, her or its agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purpose of this paragraph, delivery to a point outside the Town shall be satisfied.

- a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) if the Vehicle Code by registration to an out-of-Town address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and
- b. With respect to commercial vehicles, by registration to a place of business out-of-Town and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
- 3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
- 4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of the ordinance.
- 5. For the purposes of subsections (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract of lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this Town of tangible personal property:
- 1. The gross receipts from the sale of which have been subject to a transactions tax under any state- administered transactions and use tax ordinance.
- 2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provide d in Sections 6366 and 6366.1 of the Revenue and taxation Code of the State of California.
- 3. If the purchase is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
- 4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

- 5. For the purposes of subsections (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- 6. Except as provided in subparagraph (7), a retailer engaged in business in the Town shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the Town or participates within the Town in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the Town or through any representative, agent, canvasser, solicitor, subsidiary, or person in the Town under the authority of the retailer.
- 7. "A retailer engaged in business in the Town" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the Town.
- D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

#### 3.22.120 Amendments

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not consistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

#### 3.22.130 Enjoining Collection Forbidden

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the Town, or against any officer of the State or the Town, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected."

**SECTON 2. SEVERABLILITY.** If any section, subsection, sentence, clause, phrase, portion of the application thereof to any person or circumstance of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision of such ordinance and shall not affect the validity of the remaining portions thereof.

**SECTION 3. CEQA COMPLIANCE.** The Town Council finds and determines that the enactment of this Ordinance is not a "project" as that term is used in the California Environmental Quality Act ("CEQA;" Cal. Pub. Resources Code Section 21000 et seq.) or the State CEQA Guidelines (Cal.Code of Regs., Title 14, Section 15000 et seq.). Therefore, no environmental assessment is required or necessary.

**SECTION 4. EFFECTIVE DATE.** This ordinance relates to the levying and collecting of the Town transactions and use taxes and shall take effect immediately upon its approval by the voters of the Town.

**SECTION 5. TERMINATION DATE.** The tax levied by this ordinance shall continue at the rate of 0.50% from April 1, 2015 until March 31, 2021. The authority to levy the tax imposed by this ordinance shall expire six (6) years from the operative date of this ordinance.

**SECTION 6. DECLARATION.** The proceeds of the taxes imposed by this ordinance may be used for any lawful purpose of the Town, as authorized by ordinance, resolution or action of the Town Council. These taxes are not special taxes within the meaning of Section 1(d) of Article XIIIC of the California Constitution, but are general taxes imposed for general government purposes.

**SECTION 7. EXECUTION.** The Mayor and Town Clerk are authorized to subscribe this ordinance where indicated below to evidence its approval by the voters of the Town.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this \_\_th day of June, 2014 by the following vote:

AYES:	
NOES:	
ABSENT:	
NOT VOTING:	
ATTEST:	Scott Lotter, Mayor
By: Joanna Gutierrez, Town Clerk	
APPROVED AS TO FORM:	
By:	
Dwight L. Moore, Town Attorney	

State of California, at a regular election	•				
of the Town of Paradise at a regular meeting of the Council held on					
	Scott Lotter, Mayor				
Attest:					
Joanna Gutierrez. Town Clerk					

## **TOWN OF PARADISE RESOLUTION NO. 14-33**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AMENDING RESOLUTION NO. 14-23 CALLING AND GIVING NOTICE FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES FOR THE ELECTION OF TWO (2) TOWN COUNCIL MEMBERS; AND,

FOR SUBMISSION TO THE VOTERS A QUESTION RELATING TO APPROVAL OF ORDINANCE NO. 545, AN ORDINANCE ADDING CHAPTER 3.22 TO THE PARADISE MUNICIPAL CODE REGARDING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

WHEREAS, under the provisions of the laws relating to General Law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 4, 2014, for the election of two (2) Town Council Members to four-year terms of office ending November, 2018; and,

**WHEREAS**, the Town Council has agreed to submit to the voters a question relating to approval of Ordinance No. 545, An Ordinance Amending Ordinance No. 540 Adding Chapter 3.22 to the Paradise Municipal Code Regarding a Transactions and Use Tax to be Administered by the State Board of Equalization.

**NOW, THEREFORE,** the Town Council of the Town of Paradise, California, does declare, determine, resolve and order as follows:

**SECTION 1:** That, pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the Town of Paradise, California, on Tuesday, November 4, 2014, a General Municipal Election for the purpose of electing two (2) members of the Town Council for the full term of four (4) years, ending November, 2018.

**SECTION 2:** That pursuant to the requirements of the laws of the State of California relating to General Law Cities, the Town Council does order submitted to the voters at the General Municipal Election the following question:

MEASURE P	
	□ YES
Shall Ordinance No. 545, a temporary sales tax increase of one-half percent	NO
(0.50%) that automatically expires in six years, and that establishes a citizen	□ NO
oversight committee to ensure that the funds are used to preserve public services such as police protection, fire suppression, street maintenance, animal	
control and other services for the Town of Paradise, be adopted?	
definition and outlet derivides for the fourth of Faradise, be adopted:	

**SECTION 3:** That the text of the ordinance submitted to the voters is attached as Exhibit A;

**SECTION 4**: That the Town Council adopts the provisions of Elections Code 9285(a) relating to rebuttal arguments on the measure.

**SECTION 5:** That the ballots to be used at the election shall be in the form and content as required by law.

Town of Paradise Resolution No. 14-33

**SECTION 6:** That the Town Clerk and County Clerk are authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 7:** That in the event two (2) or more persons receive an equal and the highest number of votes necessary to be elected, the Town Clerk shall summon the candidates who have received the tie votes to appear at her office at a time to be designated by her and shall at that time and place determine the tie by lot. The recommended procedure for determining by lot a tie is attached hereto and marked Exhibit "B".

**SECTION 8:** That the polls for the election shall be open at seven o'clock (7:00) a.m. of the day of the election and shall remain open continuously from that time until eight o'clock (8:00) p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

**SECTION 9:** That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 10:** That notice of the time and place of holding the election is given and the Town Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

**SECTION 10:** That the Town Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this \_\_th day of June, 2014, by the following vote:

AYES:	
NOES:	
ABSENT:	
NOT VOTING:	
	SCOTT LOTTER, Mayor
ATTEST:	
JOANNA GUTIERREZ, CMC, Town Clerk	_
APPROVED AS TO FORM:	
DWIGHT L. MOORE, Town Attorney	

Town of Paradise Resolution No. 14-33

# EXHIBIT A (Ordinance 545 will be inserted As Exhibit A)

#### **EXHIBIT "B"**

## **TOWN OF PARADISE RESOLUTION NO. 14-33**

## RECOMMENDED PROCEDURE FOR DETERMINING BY LOT A TIE AMONG CANDIDATES AT THE NOVEMBER 4, 2014, ELECTION PURSUANT TO ELECTIONS CODE SECTION 15651

The Town Clerk or her designees shall type the name of each candidate who had tied for office on a separate, but identical, piece of paper which shall be folded and deposited into a container and mixed so that one would not know which candidate's name appeared on which piece of paper. The Town Clerk or her designees shall draw from the container as many pieces of paper as there are seats on the Council to be filled by the candidates who have tied. The name(s) appearing upon the piece(s) of paper drawn shall be the name(s) of the person(s) who shall be deemed to be elected.

## TOWN OF PARADISE RESOLUTION NO. 14-34

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AMENDING RESOLUTION NO. 14-24 REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF BUTTE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2014, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE FOR THE ELECTION OF TWO (2) TOWN COUNCIL MEMBERS; AND, FOR SUBMISSION TO THE VOTERS A QUESTION RELATING TO APPROVAL OF ORDINANCE NO. 545, AN ORDINANCE ADDING CHAPTER 3.22 TO THE PARADISE MUNICIPAL CODE REGARDING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

**WHEREAS**, the Town Council of the Town of Paradise called a General Municipal Election to be held on November 4, 2014, for the purpose of the election of two (2) Members of the Town Council for four-year terms of office ending November, 2018; and;

**WHEREAS**, the Town Council has agreed to submit to the voters a question relating to approval of Ordinance No. 545, An Ordinance Amending Ordinance No. 540 Adding Chapter 3.22 to the Paradise Municipal Code Regarding a Transactions and Use Tax to Be Administered by the State Board of Equalization; and,

**WHEREAS**, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date; that within the Town, the precincts, polling places and election officials of the two elections be the same; that the Election Department of the County of Butte canvass the returns of the General Municipal Election; and, that the election be held in all respects as if there were only one election.

**NOW, THEREFORE,** the Town Council of the Town of Paradise does resolve, declare, determine and order as follows:

**SECTION 1.** That, pursuant to the requirements of section 10403 of the Elections Code, the Board of Supervisors of the County of Butte is hereby requested to consent and agree to the consolidation of a General Municipal Election with the statewide General Election on Tuesday, November 4, 2014 for the purpose of electing two (2) members of the Town Council for the full term of four (4) years, ending November, 2018.

**SECTION 2.** That, pursuant to the requirements of the laws of the State of California relating to General Law Cities, the Town Council does order submitted to the voters at the General Municipal Election the following measure.

MEASURE P	
Shall Ordinance No. 545, a temporary sales tax increase of one-half percen (0.50%) that automatically expires in six years, and that establishes a citizer oversight committee to ensure that the funds are used to preserve public services such as police protection, fire suppression, street maintenance, animal control and other services for the Town of Paradise, be adopted?	ı □ NO

Town of Paradise RESOLUTION NO. 14-34

**SECTION 3.** That the text of the ordinance submitted to the voters is attached as Exhibit A.

**SECTION 4.** That the Butte County Board of Supervisors is requested to issue instructions to the Butte County Election Department to take any and all steps necessary for the holding of the consolidated election.

**SECTION 5.** That the Butte County Election Department is authorized to canvass the returns of the General Municipal Election and that the elections shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

**SECTION 6.** That the Town of Paradise recognizes that additional costs will be incurred by Butte County by reason of this consolidation and agrees to reimburse the County for such additional costs and to pay the costs associated with the current methodology used by the Butte County Election Department for cost recovery for Consolidated Elections.

**SECTION 7.** That the Town Clerk is hereby directed to file a certified copy of this resolution with the Butte County Board of Supervisors and the Butte County Election Department of the County of Butte.

**SECTION 8.** That the Town Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this \_\_th day of June, 2014, by the following vote:

AYES:	
NOES:	
ABSENT:	
NOT VOTING:	
Attest:	SCOTT LOTTER, Mayor
Joanna Gutierrez, CMC, Town Clerk	
Approved as to Form:	
Dwight L. Moore, Town Attorney	

# EXHIBIT A (Ordinance 545 will be inserted As Exhibit A)