



TOWN OF PARADISE

5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931
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Management Staff:

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

Town Council:

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

TOWN COUNCIL AGENDA

REGULAR MEETING – 6:00 PM – September 10, 2013

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

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

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

1. OPENING

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

- c. Invocation
- d. Roll Call
- e. Proclamations/Presentations/Recognitions:
 - (1) Presentation by Oliver Allen, Butte Country Library Outreach
 - (2) Proclamation recognizing *The Yellow Birds*, by Kevin Powers, as the community Book in Common
 - (3) Proclamation Recognizing Constitution Week: September 17-23, 2013
 - (4) Proclamation Recognizing Stanley D. McEtchin
 - (5) Recognition of Jose Gallardo for Intern Engineering services
 - (6) Recognition of Sarah Gomez for volunteer services in the Onsite Division
 - (7) Presentation by Chief of Police Gabriela Tazzari-Dineen - Refurbished Patrol Vehicles

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS - None.

3. CONSENT CALENDAR

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

- 3a. Approve Minutes of the August 13, 2013, Regular meeting.
- 3b. Approve cash disbursements in the amount of \$1,432,253.48.
- 3c. Adopt Resolution No. 13-46, A Resolution Of The Town Council Of The Town Of Paradise Authorizing Disposal Or Destruction Of Certain Town Records Maintained In Storage in the Town Clerk Department Pursuant To Government Code Section 34090.
- 3d. (1) Approve assignment of the agreement for traffic signal intersection maintenance from Republic ITS to Siemens ITS and, (2) Approve amendment adding the Pearson/Recreation Drive intersection to the list of traffic signal intersections maintained by the Town of Paradise; and, (3) Authorize the Mayor and Town Manager to execute the document on behalf of the Town of Paradise.
- 3e. (1) Award a two-year contract for Heating, Ventilation and Air Conditioning (HVAC) services to the low bidder, Sierra Refrigeration, Paradise, CA, for an annual amount of \$3,356.00 and a \$70 per hour call repair service fee. Term of contract: September 16, 2013 through September 15, 2015; and, (2) Authorize a budget appropriation in the amount of \$2,950 to Fund # 1010.20.4201.4214.100.

- 3f. Consider authorizing the Town Manager to execute the five-year Standard Software Maintenance Agreement (SSMA) with New World Systems (NWS) and the Addendum to the agreement. Fiscal Impact: A savings of \$2,559 to the Town's General Fund. **(ROLL CALL VOTE)**

4. PUBLIC HEARING PROCEDURE

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

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

5. PUBLIC HEARINGS

- 5a. (1) Conduct a public hearing to receive comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program; and, (2) Authorize the Town Manager to submit the CAPER to the Department of Housing and Urban Development. The CAPER outlines CDBG accomplishments and expenditures, as well as providing an evaluation of the Town's progress in meetings its community development goals and objectives. **(ROLL CALL VOTE)**

- 5b. Consider repealing current regulation and enacting a new chapter 9.60 of the Paradise Municipal Code that will allow for more effective tracking, monitoring, and enforcement of alarm related incidents; and,

(1) Waive the reading of entire Ordinance No. 532 and approve reading by title only; and, (2) Introduce Ordinance No. 532, An Ordinance repealing Paradise Municipal Code Chapter 9.60 and adding a new Chapter 9.60 relating to Alarm Systems. **(ROLL CALL VOTE) and,**

(3) Conduct a public hearing to solicit public comment and to consider adopting Resolution No. 13-___, A Resolution of the Town Council of the Town of Paradise Amending the Master Schedule of Fees Relating to Town Services, to reflect changes to the alarm fee schedule. **(ROLL CALL VOTE) and,**

(4) Authorize the Town Manager to cancel the current alarm billing and tracking contract service with PM AM; and, (5) Authorize the Town Manager to enter into a contract with City Support for tracking and billing

of alarm incidents as approved by the Town Attorney. **(ROLL CALL VOTE)**

6. PUBLIC COMMUNICATION

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

7. COUNCIL CONSIDERATION

- 7a. Discuss recommendations that resulted from the Pedestrian Safety Community Workshop hosted by UC Berkeley SafeTrec, California Walks and the Town of Paradise on September 5, 2013 and consider providing direction to staff relating to implementation.
- 7b. Consider authorizing staff to issue Contract Change Order to Intermountain Slurry Seal for the implementation of a Two-Way Left-Turn Lane along Skyway between Jewell Road and Pearson Road, Skyway between Elliott Road and Center Street, Skyway between Maxwell Drive and Bille Road under Contract No. 13-03, Paradise Micro-Surfacing Project 2013. Fiscal impact estimated at \$2,700. **(ROLL CALL VOTE)**
- 7c. Consider (1) Concurring with staff's recommendation of Traffic Works to perform professional traffic engineering services for the Skyway HSIP Project; (2) Approving the proposed Professional Services Agreement with Traffic Works and authorizing the Town Manager and Town Mayor to execute; and, (3) Authorizing the Town Manager to execute additional work orders up to 10% of the contract amount. Fiscal Impact in the amount of \$84,900 to be funded by Federal HSIP grant monies with a 10% match from budgeted Town CIP funds. **(ROLL CALL VOTE)**
- 7d. Consider reappointing current members Rich Eliot and Bill Morrison, to positions on the Tree Advisory Committee requiring academic knowledge and skill in care and maintenance of trees, which terms of office expired on 8/12/13; and, give direction to staff to advertise vacancy of position requiring individual(s) licensed in building or onsite trades.
- 7e. Consider approving the recommended budget adjustment as presented. These current adjustments increase the General Fund net income and increase the General Fund reserves by \$19,751. **(ROLL CALL VOTE)**
- 7f. Consider adopting Resolution No. 13-___, A Resolution Authorizing and Approving the Borrowing of Funds for Fiscal Year 2013-2014, the Issuance and Sale of a 2013-2014 Tax and Revenue Anticipation Note Therefor, and Approving Certain Other Actions Related Thereto. **(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

- 10a. At the request of the Town Manager, the Town Council will hold a closed session relating to performance evaluation of Town Manager, pursuant to Government Code Section 54957.

11. ADJOURNMENT

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

TOWN/ASSISTANT TOWN CLERK SIGNATURE	

Town of Paradise, California

PROCLAMATION

WHEREAS, the art of reading, reflection and action in support of building a sense of community can strengthen literacy and advance the common good; and,

WHEREAS, the Book in Common's goal is to create a foundation for life-long learning by understanding oneself and others and to intellectually, critically and emotionally reflect on one's experiences and roles in society; and

WHEREAS, programs such as the Book in Common enhance the intellectual community, foster dialogue on important social issues, and value the diverse cultural perspectives found in contemporary society; and

WHEREAS, California State University, the City of Chico, Butte Community College, Butte County Board of Supervisors, Butte County Public Library, City of Oroville, Enloe Medical Center and local citizens and book clubs around our County have selected "*The Yellow Birds*" by Kevin Powers as the Book in Common.

NOW, THEREFORE, I, Timothy Titus, Mayor of the Town of Paradise, hereby recognizes *The Yellow Birds* as the Book in Common for 2013/2014 and urge all citizens to read, reflect and consider taking actions that support of the common good of the community.

IN WITNESS WHEREOF I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 10th day of September, 2013.



Timothy Titus, Mayor

Town of Paradise, California

PROCLAMATION

WHEREAS, Constitution Week is an American observance to commemorate the adoption of the United States Constitution that runs annually from September 17 to September 23; and,

WHEREAS, Constitution Week was officially enacted on August 2, 1956, by President Dwight D. Eisenhower from a congressional resolution petitioned by the Daughters of the American Revolution (DAR), its inception was officially declared by George W. Bush in September of 2002; and,

WHEREAS, the purpose of the observance week is to promote study and education about the constitution, which was originally adopted by the American Congress of the Confederation on September 17, 1787; and,

WHEREAS, the DAR, founded in 1890 and headquartered in Washington, D.C., is a non-profit, non-political volunteer women's service organization dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children; and,

WHEREAS, the Gold Nugget Chapter of the DAR, chartered in 1991, meets in Paradise, and has members from Magalia, Chico, Lake Almanor, Gridley and several individuals who have moved out of the state but continue as members;

NOW, THEREFORE, I, Timothy Titus, Mayor of the Town of Paradise, commend the Daughters of the American Revolution for their ongoing efforts to promote study and education of our nation's Constitution and declare the week of September 17th to September 23rd as Constitution Week in the Town of Paradise.

IN WITNESS WHEREOF I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 10th day of September, 2013.



Timothy Titus, Mayor

Town of Paradise, California

PROCLAMATION

WHEREAS, Paradise resident Stanley D. McEtchin was recently honored with a Congressional Gold Medal, sponsored by Senator Max Baucus and Representative Jeff Miller, in recognition of his distinguished service in the First Special Service Force during World War II; and,

WHEREAS, a **Congressional Gold Medal** is an award bestowed by the United States Congress; the Congressional Gold Medal and the Presidential Medal of Freedom are the highest civilian awards in the United States, awarded to persons "who have performed an achievement that has an impact on American history and culture that is likely to be recognized as a major achievement in the recipient's field long after the achievement"; and,

WHEREAS, Stanley D. McEtchin has demonstrated at a local level his ongoing commitment to the process of democracy, exemplified by his candidacy for a seat on the Paradise Town Council, having run for office in several consecutive elections, as well as participation in the public meeting process as a citizen who takes the time to share ideas with the Town Council and staff for commerce and tourism in the Town of Paradise; and,

WHEREAS, Stanley McEtchin has also contributed his skill as a welder to making functional and artistic pieces for the benefit of the public, including the creation of the security gate at the Community House Thrift Shop located on Almond Street, and a bench donated to the Town of Paradise that now sits in front of Town Hall. He also repurposes discarded items into various kinetic sculptures that decorate his yard and field next to his southwest Paradise home.

NOW, THEREFORE, I, Timothy Titus, Mayor of the Town of Paradise, hereby recognize and commend Stanley D. McEtchin for his military service to our country during World War II and for his service to our community.

IN WITNESS WHEREOF I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 10th day of September, 2013.



Timothy Titus, Mayor

CERTIFICATE OF RECOGNITION

WHEREAS, Jose Gallardo, a senior student at California State University, Chico, studying for his Bachelor's Degree in Civil Engineering, served the Town of Paradise as an Engineering Intern during the summer of 2013, between May 27 and August 16, 2013. Under the supervision of Associate Civil Engineer, Marc Mattox, Jose accomplished meaningful tasks and projects for the Town of Paradise, including:

- 57 Engineering & Traffic Surveys, including speed data collection, analysis of existing road conditions and use of engineering judgment for establishment of enforceable speed limits;
- Preparation of five Highway Safety Improvement Program grant applications to the California Department of Transportation;
- Valuable engineering research and day-to-day assistance to staff with tasks in engineering project management;
- Construction inspection assistance for the Town's Pearson-Recreation Signalization project which included a variety of experiences dealing with road rehabilitation, transportation engineering and general construction practices;
- Valuable input at internal and public meetings; and,
- Preparation of a computer aided drafting (CAD) Town base map.

WHEREAS, Jose Gallardo provided 300 hours of meaningful service during a difficult financial time for the Town and in return gained valuable practical engineering experience and is eligible to receive 3.0 units towards his degree at CSU, Chico.

NOW, THEREFORE, I, Timothy Titus, Mayor of the Town of Paradise, commend and thank Mr. Gallardo for his volunteer spirit and hereby recognize the valuable services provided to the Town of Paradise.

IN WITNESS WHEREOF I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 10th day of September, 2013.



Timothy Titus, Mayor

CERTIFICATE OF RECOGNITION

WHEREAS, Sarah Gomez, a Paradise High School student, offered her services as a volunteer intern to the Town of Paradise; and,

WHEREAS, Sarah Gomez served in a clerical capacity in the Community Development Department Onsite Division for eight (8) weeks in the summer of 2013, during which time she demonstrated an ability to work independently and astutely at all tasks she was assigned; and,

WHEREAS, the duties assigned to Sarah Gomez included learning various notification procedures of the Onsite Division that require the use of a complex computer program used to track thousand of parcels of land in the Town; and,

WHEREAS, Sarah Gomez earned the respect and admiration of employees who work in the Town Hall by accomplishing twice the data input than was anticipated, in addition to her ability to communicate and get along with people; and,

WHEREAS, Sarah Gomez gained work experience and provided meaningful service during a difficult financial time for the Town.

NOW, THEREFORE, I, Timothy Titus, Mayor of the Town of Paradise, commend and thank Miss Sarah Gomez for her volunteer spirit and intern service to the Town of Paradise.

IN WITNESS WHEREOF I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 10th day of September, 2013.

Timothy Titus, Mayor



**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – August 13, 2013**

1. OPENING

The Regular Meeting of the Paradise Town Council was called to order by Mayor Timothy Titus at 6:01 p.m. in the Town of Paradise Council Chamber located at 5555 Skyway, Paradise, California. Following the pledge of allegiance, Council Member Scott Lotter requested that thirty-seconds of silence be allowed for reflection.

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

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Town Clerk Joanna Gutierrez, Town Manager Lauren Gill, Town Attorney Dwight L. Moore, Finance Director Gina Will, Community Development Director Craig Baker, Fire Marshal/Building Official Tony Lindsey, Police Lieutenant Al Billington, Unit Chief George Morris, CAL FIRE/Butte County Fire/Paradise Fire, Assistant Town Clerk Dina Volenski, Associate Civil Engineer Marc Mattox, HR/Risk Management Analyst Crystal Peters, IT Manager Josh Marquis and Public Works Manager Paul Derr.

The CSU, GIC Director gave a presentation relating to the electronic mapping services provided by the CSU, Chico Geographic Information Center to the Town, explained the services that are provided and the work product that will soon result in a more user-friendly application both internally and to the public.

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS - None.

3. CONSENT CALENDAR

Following a MOTION by Culleton, seconded by Rawlings, the following consent calendar items were adopted as presented by unanimous roll call vote:

- 3a. Approved Minutes of the July 9, 2013, Regular Meeting.
- 3b. Approved cash disbursements in the amount of \$2,513,903.68. (310-10-29)
- 3c. Accepted a donation of labor and design services from Mike Kemp and materials from Northern Recycling and Waste Systems to manufacture and install a support for the depot decking at the Paradise Community Park, valued at an amount of \$600. (395-50-13)
- 3d. Adopted Resolution No. 13-40, A Resolution of the Town Council of the Town of Paradise Authorizing Disposal/Destruction of Certain Records Maintained in the Town Clerk Department (160-20-16)

- 3e. Adopted Resolution No. 13-41, A Resolution of the Town Council of the Town of Paradise Approving Purchase of Hardware and Software Upgrades for the ShoreTel Voice System from VistaNet, Inc. and Authorizing the Town Manager to Execute Documents Necessary for the Purchase. (380-40-58)
- 3f. Awarded contract to PacifiCom for the IT PTP (Point-to-Point) LINK (a site-to-site wireless link) between Town locations in an amount of \$9,396.52 and authorize the Town Manager to execute the contract as approved by the Town Attorney. (510-20-64)
- 3g. Acknowledged receipt of the 4th Quarter Investment Report for the Fiscal Year Ended June 30, 2013. (360-30-06)
- 3h. Adopted Resolution No. 13-42, "A Resolution of the Town Council of the Town of Paradise Approving the Final Map of Nielsen Estates, Assessor Parcel No. 053-180-076. (750-75-60)
- 3i. Adopted Resolution No. 13-43, a Resolution of the Town Council of the Town of Paradise, California, Rescinding Resolution No. 13-31 and Approving an Amended Post-Retirement Health Care Vesting Promissory Note Between the Town and the California Department of Forestry and Fire Protection (CAL FIRE). (510-20-54 & 440-05-25)

4. PUBLIC HEARING PROCEDURE

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

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

5. PUBLIC HEARINGS – None.

6. PUBLIC COMMUNICATION

1. Ciara Barnes, founder of the Miss Heartshine Foundation, stated that she started the Miss Heartshine inner beauty pageant as her Senior Project, that it has grown into a community service organization that is in the process of applying for a 501(c)(3) non-profit status, and introduced pageant contestants who shared their positive experiences including the various community service events in which they participate as a result of their participating in the Miss Heartshine pageant. Ms. Barnes asked the Council to consider allowing the Miss Heartshine Foundation use of the building located at 5456

Black Olive Drive that is owned by the Town for an office and dress closet for the Heartshine contestants.

7. COUNCIL CONSIDERATION

- 7a. **MOTION by Bolin, seconded by Culleton**, adopted Resolution No. 13-44, A Resolution of the Town Council of the Town of Paradise Accepting the Work Performed Under the Bille Road Overlay - Posey to Fern - Project (Contract No. 13-04). Final Construction Costs: \$78,367.24 (PID - \$32,000; Town Gas Tax - \$46,367.24). Roll call vote was unanimous. (510-20-61 & 950-40-20)
- 7b. **MOTION by Lotter, seconded by Culleton**, adopted Resolution 13-45, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manger to execute a Memorandum of Understanding between the City of Chico, City of Oroville, City of Gridley and the Town of Paradise for AB-109 funds. Roll call vote was unanimous. Funds are available to offset costs of front line law enforcement resulting from AB-109 legislation that shifted certain prison responsibilities to counties. (480-20-08)
- 7c. **MOTION by Bolin, seconded by Rawlings**, approved the recommended budget adjustments for the 2013/14 fiscal year. Roll call vote was unanimous. The adjustments would result in a \$16,673 increase to General Fund net income and to General Fund reserves. (340-40-13)
- 7d. **MOTION by Culleton, seconded by Lotter**, approved: (1) Amended job description for the Senior Financial Services Clerk; (2) Amended job description for the Housing Program Supervisor; and, (3) Amended position control and budget appropriation for Senior Financial Services Clerk position and for Housing Program Supervisor. Roll call vote was unanimous. (610-10-15 & 610-10-17)

8. COUNCIL COMMUNICATION (Council Initiatives)

- 8a. Council oral reports of their representation on Committees/Commissions.
 - 8a. The request for a supplemental budget appropriation to cover Council Member registration cost for the LCC Annual Conference was confirmed by approval of item 7c, which included approval for an amount of \$2,525 to cover the registration costs for all five Council Members attendance at the League of California Cities annual conference September 18-20, 2013 in Sacramento. For member cities the registration cost is \$525 per participant. Two Council Members registered early at \$475 each.
 - 8b. Council concurred to take a supportive position on the following proposed resolutions scheduled for action at League of California Cities Annual Conference:
 - (1) Resolution Calling on the Governor and the Legislature to Work with the League of California Cities in Providing Adequate Funding and to

Prioritize Water Bonds to Assist Local Government in Water Conservation, Ground Water Recharge and Reuse of Stormwater and Urban Runoff Programs; and,

(2) Resolution Calling on the Governor and the Legislature to Enter Into Discussions with the League and California Police Chiefs' Association Representatives to Identify and Enact Strategies That Will Ensure the Success of Public Safety Realignment from a Local Municipal Law Enforcement Perspective. (150-50-65)

8c. Council Member Culleton reported on the Dutch Oven Cookoff and Cowboy Poetry event, a fundraiser he organizes for the benefit of the Gold Nugget Museum held August 10th; and, that he would like BCAG to be asked to authorize another facility in Paradise to sell bus passes, a location that is near a bus stop and open on the weekends.

Council Member Rawlings reported that he will attend the next BCAG meeting on September 22nd in Chico and will bring up the request for additional facility to be authorized to sell bus passes and to move bus shelters that are in the wrong places.

Mayor Titus reported that he met with Rotary and the Chamber of Commerce on the budget and building projects, giving a mini "State of the Town."

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

9a. Town Manager oral reports

Town Manager Gill reported to Council that(1) The refurbished police cars are back in town; (2) That the Civil Engineer Internship was very successful, that our Intern spent a great deal of his time on the traffic survey, which is near completion, and has exceeded every call to duty including inspection of the Pearson/Recreation Signal Project and work on various CAD projects; (3) The Pearson/Recreation Drive Signal Project is complete, and that flashing beacons will be utilized at the crosswalk at the Gold Nugget Museum, installed in September; (4) A community pedestrian safety training will take place at the Family Resource Center on September 5, 2013 from 8:00 am to noon. Council Member Rawlings and Vice Mayor Lotter volunteered to take part in the training, with Mayor Titus as the alternate attendee; and, (5) Sarah Gomez and Hope Lindsey are the volunteers assisting in the Community Development Department.

10. CLOSED SESSION

At 7:14 pm Mayor Titus announced that the Town Council would adjourn to closed session for the following:

10a. Pursuant to Government Code section 54956.95, the Town Council will hold a closed session relating to the liability claim filed by Jon Remalia against the Town of Paradise.

- 10b. Pursuant to Government Code section 54956.9(a), the Town Council will hold a closed session with the Town Attorney concerning the following existing litigation: Town of Paradise v. Arthur J. Silverstein, Butte County Superior Court Case No.159786.

Mayor Titus reconvened the meeting at 7:40 pm. Town Attorney Moore announced that the Council considered the closed session items, that no action was taken, direction was given.

11. ADJOURNMENT

Mayor Titus adjourned the Council Meeting at 7:40 pm.

DATE APPROVED:

By: _____
Timothy Titus, Mayor

Joanna Gutierrez, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
AUGUST 1, 2013 - AUGUST 31, 2013

August 1, 2013 - August 31, 2013

Check Date	Pay Period End	DESCRIPTION	AMOUNT
08/02/13	07/28/13	Net Payroll - Direct Deposits & Checks	\$103,941.09
08/16/13	08/11/13	Net Payroll - Direct Deposits & Checks	\$103,616.63
08/30/13	08/25/13	Net Payroll - Direct Deposits & Checks	\$108,533.62
TOTAL NET WAGES PAYROLL			\$316,091.34
Accounts Payable			
PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.			\$291,506.31
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.			\$824,655.83
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)			<u>\$1,116,162.14</u>
GRAND TOTAL CASH DISBURSEMENTS			<u><u>\$1,432,253.48</u></u>

APPROVED BY: _____
LAUREN GILL, TOWN MANAGER

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

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2013 - To Payment Date: 8/31/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
58828	08/01/2013	Open			Accounts Payable	BUZZARD , CHRIS	\$687.61		
58829	08/01/2013	Open			Accounts Payable	HAUNSCHILD, MARK	\$220.55		
58830	08/01/2013	Open			Accounts Payable	HOUSEWORTH, JERILYN	\$76.85		
58831	08/01/2013	Open			Accounts Payable	MOBILITIE INVESTMENTS II, LLC	\$112.49		
58832	08/01/2013	Open			Accounts Payable	MOORE, DWIGHT, L.	\$13,110.00		
58833	08/01/2013	Open			Accounts Payable	ROUGH JR., CHARLES L.	\$81.77		
58834	08/01/2013	Open			Accounts Payable	US BANCORP OFFICE EQUIP FINANCE SERVICES	\$547.84		
58835	08/01/2013	Open			Accounts Payable	WESTAMERICA BANK	\$770.70		
58836	08/01/2013	Open			Accounts Payable	WHALEN, SUZANNE	\$40.88		
58837	08/02/2013	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$550.00		
58838	08/02/2013	Open			Accounts Payable	MATTOX, MARK	\$1,500.00		
58843	08/02/2013	Open			Accounts Payable	Peters, Crystal	\$281.00		
58844	08/02/2013	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$749.57		
58845	08/07/2013	Open			Accounts Payable	BLOOD SOURCE	\$44.00		
58846	08/07/2013	Open			Accounts Payable	Met Life	\$6,560.81		
58847	08/07/2013	Open			Accounts Payable	MYERS STEVENS TOOHEY & COMPANY	\$20.00		
58848	08/07/2013	Open			Accounts Payable	OPERATING ENGINEERS	\$616.00		
58849	08/07/2013	Open			Accounts Payable	PARADISE FIREFIGHTERS ASSOCIATION	\$32.50		
58850	08/07/2013	Open			Accounts Payable	PARADISE FIREFIGHTERS ASSOCIATION - PAC DUES	\$13.00		
58851	08/07/2013	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,064.54		
58852	08/07/2013	Open			Accounts Payable	SUN LIFE INSURANCE	\$3,416.20		
58853	08/07/2013	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$637.32		
58854	08/07/2013	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$125.00		
58855	08/08/2013	Open			Accounts Payable	A-BETTER PEST CONTROL CO.	\$95.00		
58856	08/08/2013	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$25.68		
58857	08/08/2013	Open			Accounts Payable	ACE RENTALS	\$17.75		
58858	08/08/2013	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$325.00		
58859	08/08/2013	Open			Accounts Payable	ANDORA MEDIA	\$542.88		
58860	08/08/2013	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$91.14		
58861	08/08/2013	Open			Accounts Payable	AT&T	\$104.70		
58862	08/08/2013	Open			Accounts Payable	AT&T CALNET 2-REPEATER LINES	\$200.43		
58863	08/08/2013	Open			Accounts Payable	AT&T-COMMUNITY PARK	\$15.63		
58864	08/08/2013	Open			Accounts Payable	AT&T/CAL NET 2	\$3,859.31		
58865	08/08/2013	Open			Accounts Payable	Brookfield, Lisa	\$60.00		
58866	08/08/2013	Open			Accounts Payable	BUTTE CO RECORDER	\$54.00		
58867	08/08/2013	Open			Accounts Payable	BUTTE COUNTY CREDIT BUREAU	\$56.00		
58868	08/08/2013	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$1,925.16		
58869	08/08/2013	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$32.00		
58870	08/08/2013	Open			Accounts Payable	CITY OF CHICO	\$1,879.99		
58871	08/08/2013	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$220.50		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2013 - To Payment Date: 8/31/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
58872	08/08/2013	Open			Accounts Payable	DAY WIRELESS SYSTEMS - MILWAUKIE, OR	\$187.09		
58873	08/08/2013	Open			Accounts Payable	DON'S SAW & MOWER	\$8.60		
58874	08/08/2013	Open			Accounts Payable	DOUG DANZ	\$34.99		
58875	08/08/2013	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$3,350.00		
58876	08/08/2013	Open			Accounts Payable	Folsom Lake Asphalt	\$74,448.88		
58877	08/08/2013	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$103.86		
58878	08/08/2013	Open			Accounts Payable	FRANKLIN CONSTRUCTION COMPANY	\$531,865.92		
58879	08/08/2013	Open			Accounts Payable	Goodyear Tire & Rubber Company	\$5,191.67		
58880	08/08/2013	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$118.25		
58881	08/08/2013	Open			Accounts Payable	HOLDREGE & KULL, CONSULTING ENGINEERS	\$2,842.50		
58882	08/08/2013	Open			Accounts Payable	HUNTERS PEST CONTROL	\$55.00		
58883	08/08/2013	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$5,361.89		
58884	08/08/2013	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$993.90		
58885	08/08/2013	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$340.50		
58886	08/08/2013	Open			Accounts Payable	Jim's Towing Inc	\$300.00		
58887	08/08/2013	Open			Accounts Payable	Keith, Tom	\$85.25		
58888	08/08/2013	Open			Accounts Payable	LEAGUE OF CALIFORNIA CITIES	\$30.00		
58889	08/08/2013	Open			Accounts Payable	LIFE ASSIST INC	\$412.74		
58890	08/08/2013	Open			Accounts Payable	MARQUIS, JOSH	\$146.53		
58891	08/08/2013	Open			Accounts Payable	MATTOX, MARK	\$229.17		
58892	08/08/2013	Open			Accounts Payable	Merritt, Stan	\$1,238.94		
58893	08/08/2013	Open			Accounts Payable	MUNICIPAL CODE CORP	\$339.70		
58894	08/08/2013	Open			Accounts Payable	NORCAL NORTH VALLEY GROUP	\$59.14		
58895	08/08/2013	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$6,024.73		
58896	08/08/2013	Open			Accounts Payable	O'REILLY AUTO PARTS	\$150.14		
58897	08/08/2013	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$548.83		
58898	08/08/2013	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$10,519.47		
58899	08/08/2013	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$774.02		
58900	08/08/2013	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$1,622.72		
58901	08/08/2013	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$269.74		
58902	08/08/2013	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$887.65		
58903	08/08/2013	Open			Accounts Payable	PMAM CORPORATION	\$270.00		
58904	08/08/2013	Open			Accounts Payable	Rickards, Rebecca	\$18.00		
58905	08/08/2013	Open			Accounts Payable	RIEBES AUTO PARTS	\$41.46		
58906	08/08/2013	Open			Accounts Payable	SIEMENS INDUSTRY, INC	\$10,968.29		
58907	08/08/2013	Open			Accounts Payable	SILVERADO AVIONICS, INC	\$491.12		
58908	08/08/2013	Open			Accounts Payable	Steel Mill Recyclers	\$650.00		
58909	08/08/2013	Open			Accounts Payable	The Door Company	\$918.00		
58910	08/08/2013	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$71.48		
58911	08/08/2013	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$91.67		
58912	08/08/2013	Open			Accounts Payable	TOM'S TREE SERVICE	\$1,525.00		
58913	08/08/2013	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2013 - To Payment Date: 8/31/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
58914	08/08/2013	Open			Accounts Payable	US BANCORP OFFICE EQUIP FINANCE SERVICES	\$41.13		
58915	08/08/2013	Open			Accounts Payable	VERIZON WIRELESS	\$232.27		
58916	08/08/2013	Open			Accounts Payable	Vigilant Canine Services	\$175.00		
58917	08/08/2013	Open			Accounts Payable	WALL AND SON'S SPORTS	\$236.50		
58918	08/08/2013	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$345.90		
58919	08/08/2013	Voided/Spoiled		08/08/2013	Converted/Imported		\$0.00	\$0.00	\$0.00
58920	08/08/2013	Voided/Spoiled		08/08/2013	Converted/Imported		\$0.00	\$0.00	\$0.00
58921	08/08/2013	Open			Accounts Payable	C & C ROOFING, INC.	\$550.00		
58922	08/08/2013	Open			Accounts Payable	GENE'S A-1 GLASS	\$3,055.50		
58923	08/08/2013	Open			Accounts Payable	Hignell, Inc.	\$776.80		
58924	08/08/2013	Open			Accounts Payable	Hignell, Inc.	\$2,710.31		
58925	08/08/2013	Open			Accounts Payable	MCDONALD CONSTRUCTION	\$653.00		
58926	08/08/2013	Open			Accounts Payable	MCGREGOR CONSTRUCTION CO INC	\$715.00		
58927	08/08/2013	Open			Accounts Payable	MID VALLEY TERMITE	\$135.00		
58928	08/08/2013	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$2,866.08		
58929	08/08/2013	Open			Accounts Payable	Sierra Tree Care, Inc.	\$280.00		
58930	08/13/2013	Open			Accounts Payable	HOLDREGE & KULL, CONSULTING ENGINEERS	\$12,107.93		
58931	08/13/2013	Open			Accounts Payable	Traffic Works, LLC	\$990.00		
58932	08/15/2013	Open			Accounts Payable	FRAN SLATE PROPERTY MANAGEMENT	\$1,127.49		
58933	08/16/2013	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$550.00		
58934	08/16/2013	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$1,287.89		
58935	08/22/2013	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$52.83		
58936	08/22/2013	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
58937	08/22/2013	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$268.98		
58938	08/22/2013	Open			Accounts Payable	AMERIGAS	\$196.73		
58939	08/22/2013	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$98.12		
58940	08/22/2013	Open			Accounts Payable	AT&T	\$1,000.11		
58941	08/22/2013	Open			Accounts Payable	Big O Tires	\$42.00		
58942	08/22/2013	Open			Accounts Payable	BUTTE COUNTY PUBLIC HEALTH DEPARTMENT - CHICO	\$805.00		
58943	08/22/2013	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$578.00		
58944	08/22/2013	Open			Accounts Payable	CERTIFION CORPORATION D.B.A. ENTERSECT	\$84.95		
58945	08/22/2013	Open			Accounts Payable	COMCAST CABLE	\$85.60		
58946	08/22/2013	Open			Accounts Payable	COMCAST CABLE	\$120.60		
58947	08/22/2013	Open			Accounts Payable	COMCAST CABLE	\$90.60		
58948	08/22/2013	Open			Accounts Payable	COMCAST CABLE	\$85.60		
58949	08/22/2013	Open			Accounts Payable	DAVID ROWE TREE SERVICE	\$525.00		
58950	08/22/2013	Open			Accounts Payable	DEL JOHNSON A/C & HEATING, INC.	\$131.55		
58951	08/22/2013	Open			Accounts Payable	DEUTSCHE BANK NATIONAL TRUST COMPANY	\$45,526.83		
58952	08/22/2013	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$80.63		
58953	08/22/2013	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$1,076.00		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2013 - To Payment Date: 8/31/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
58954	08/22/2013	Open			Accounts Payable	GENE'S A-1 GLASS	\$339.50			
58955	08/22/2013	Open			Accounts Payable	GENERAL SERVICES ADMIN KANSAS CITY	\$196.16			
58956	08/22/2013	Open			Accounts Payable	GRAPHIC IMPRESSIONS	\$12.90			
58957	08/22/2013	Open			Accounts Payable	HYDROTECH SOLUTIONS	\$188.15			
58958	08/22/2013	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$3,532.38			
58959	08/22/2013	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$371.75			
58960	08/22/2013	Open			Accounts Payable	INTERSTATE SALES	\$88.63			
58961	08/22/2013	Voided	Incorrect Amount	08/23/2013	Accounts Payable	JOHN REGH INLAND LEASING	\$789.60			
58962	08/22/2013	Open			Accounts Payable	KUNST PAINTING & DECORATING, JOHN, KUNST	\$350.00			
58963	08/22/2013	Open			Accounts Payable	KUNST PAINTING & DECORATING, JOHN, KUNST	\$326.10			
58964	08/22/2013	Open			Accounts Payable	Lawyers Title	\$40,000.00			
58965	08/22/2013	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$150.00			
58966	08/22/2013	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00			
58967	08/22/2013	Open			Accounts Payable	MAIN, CHRIS	\$150.00			
58968	08/22/2013	Open			Accounts Payable	MATT WOLFE	\$216.00			
58969	08/22/2013	Open			Accounts Payable	Morpho Trust USA	\$2,512.00			
58970	08/22/2013	Open			Accounts Payable	MUNICIPAL CODE CORP	\$500.00			
58971	08/22/2013	Open			Accounts Payable	NORTH STATE RENDERING INC	\$20.00			
58972	08/22/2013	Open			Accounts Payable	NORTH VALLEY BARRICADE, INC.	\$86.00			
58973	08/22/2013	Open			Accounts Payable	O'REILLY AUTO PARTS	\$264.37			
58974	08/22/2013	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$223.55			
58975	08/22/2013	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$71.06			
58976	08/22/2013	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$562.90			
58977	08/22/2013	Open			Accounts Payable	RIEBES AUTO PARTS	\$111.94			
58978	08/22/2013	Open			Accounts Payable	SALVATION ARMY	\$550.00			
58979	08/22/2013	Open			Accounts Payable	SIERRA HEATING & AIR CONDITIONING	\$120.00			
58980	08/22/2013	Open			Accounts Payable	Speedo Check	\$510.00			
58981	08/22/2013	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$325.25			
58982	08/22/2013	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$5.14			
58983	08/22/2013	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$1,760.00			
58984	08/22/2013	Open			Accounts Payable	VERIZON WIRELESS	\$492.58			
58985	08/22/2013	Open			Accounts Payable	VERIZON WIRELESS	\$570.15			
58986	08/22/2013	Open			Accounts Payable	VERIZON WIRELESS	\$126.81			
58987	08/22/2013	Open			Accounts Payable	VERIZON WIRELESS	\$285.30			
58988	08/22/2013	Open			Accounts Payable	WITTMIEIER AUTO CENTER	\$293.83			
58989	08/22/2013	Voided	Incorrect Amount	08/26/2013	Accounts Payable	YOUTH FOR CHANGE	\$2,038.22			
58990	08/27/2013	Open			Accounts Payable	JOHN REGH INLAND LEASING	\$427.85			
58991	08/27/2013	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$21.99			
58992	08/27/2013	Open			Accounts Payable	YOUTH FOR CHANGE	\$1,155.80			
58993	08/28/2013	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$621.22			
Type Check Totals:										
							162 Transactions	\$845,952.70	\$0.00	\$0.00

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2013 - To Payment Date: 8/31/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFT									
70	08/02/2013	Open			Accounts Payable	CALPERS - RETIREMENT	\$30,360.53		
71	08/02/2013	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,187.98		
72	08/02/2013	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$1,811.94		
73	08/02/2013	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$18,537.92		
75	08/07/2013	Open			Accounts Payable	CALPERS	\$107,799.01		
76	08/16/2013	Open			Accounts Payable	CALPERS - RETIREMENT	\$31,100.85		
77	08/16/2013	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,095.32		
78	08/16/2013	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$1,961.94		
79	08/16/2013	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$18,474.26		
80	08/08/2013	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$600.00		
81	08/28/2013	Open			Accounts Payable	CALPERS - RETIREMENT	\$30,655.66		
82	08/28/2013	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,268.08		
83	08/28/2013	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$200.00		
84	08/28/2013	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$18,983.77		
Type EFT Totals:									
AP - US Bank TOP AP Checking Totals									
							14 Transactions	\$273,037.26	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	158	\$843,124.88	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	4	\$2,827.82	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	162	\$845,952.70	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	14	\$273,037.26	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	14	\$273,037.26	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	172	\$1,116,162.14	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	4	\$2,827.82	\$0.00
	Stopped	0	\$0.00	\$0.00

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2013 - To Payment Date: 8/31/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total	176	\$1,118,989.96	\$0.00	
Checks				Status	Count		Transaction Amount	Reconciled Amount	
				Open	158		\$843,124.88	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	4		\$2,827.82	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	162		\$845,952.70	\$0.00	
EFTs				Status	Count		Transaction Amount	Reconciled Amount	
				Open	14		\$273,037.26	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Total	14		\$273,037.26	\$0.00	
All				Status	Count		Transaction Amount	Reconciled Amount	
				Open	172		\$1,116,162.14	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	4		\$2,827.82	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	176		\$1,118,989.96	\$0.00	



**Town of Paradise
Council Agenda Summary
Date: September 10, 2013**

Agenda Item: 3(c)

Originated by: Joanna Gutierrez, Town Clerk

Reviewed by: Lauren Gill, Town Manager

Subject: Authorize destruction of certain records maintained in the Town Clerk's Department in keeping with the principles of an effective and cost efficient Records Management Program

Council Action Requested: Adopt Resolution No. 13-46, A Resolution of the Town Council of the Town of Paradise Authorizing Disposal/Destruction of Certain Town Records Maintained in the Town Clerk Department Pursuant to Government Code Section 34090. The records listed in Exhibits B1, B2, B3, B4 and B5 have been retained for the required number of years and are eligible for disposal or destruction.

Alternatives: Consider making a determination that certain records listed for destruction have value to the agency, and direct that the Town Clerk continue to maintain all, or some, of the records listed in Exhibits B1 through B5.

Background: The Town Clerk Department has had an established records management program since the early 1980's. Based upon recommendations from the California Secretary of State, all records have been appraised, inventoried and scheduled with a retention/destruction code pursuant to Town of Paradise Resolution No. 04-27 (originally adopted in 1993 by Resolution No. 93-30). This resolution provides the Town with legal authority to dispose of certain records that are no longer of value to the agency.

Discussion: Once records have fulfilled their administrative, fiscal, or legal function they should be disposed of as soon as possible in order to maintain an efficient, effective and economical management of information. Resolution No. 04-27 provides the legal authority, with the Town Attorney's consent, to dispose of records that no longer serve the administrative, legal and/or fiscal purposes for which they were created.

Conclusion: Since the records are eligible for destruction and no longer have value to the Town, it is appropriate that the Council adopt the proposed resolution.

Fiscal Impact Analysis: None. Any records that require destruction are shredded by the Town Clerk or deposited in the shred bin located in the Finance Department for destruction by a professional records disposal company. The Town Clerk will dispose of records not confidential nature in the recycle bins provided by Northern Recycling and Waste Services (NRWS), the Town's franchised waste service provider.

**TOWN OF PARADISE
RESOLUTION NO. 13-46**

**ADOPT RESOLUTION NO. 13-46, A RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF PARADISE AUTHORIZING DISPOSAL OR DESTRUCTION OF
CERTAIN TOWN RECORDS MAINTAINED IN STORAGE FOR THE TOWN CLERK
DEPARTMENT PURSUANT TO GOVERNMENT CODE SECTION 34090.**

WHEREAS, Government Code Section 34090 authorizes the head of a town department, with the written consent of the Town Attorney, to dispose of or destroy certain records over two years of age upon approval of the legislative body; and,

WHEREAS, the Town Attorney consent is incorporated into this resolution as Exhibit A approving the destruction of those certain records set forth in Exhibits B1, B2 and B3; and,

WHEREAS the specific records are set forth on Exhibits B1, B2, B3, B4 and B5; and,

WHEREAS, the Town Clerk is requesting to dispose of those certain records maintained in Town Clerk Department storage as set forth on the attached Exhibits B1 through B5.

NOW, THEREFORE, the Town Council of the Town of Paradise does resolve as follows:

SECTION 1: The Town Clerk of the Town of Paradise is hereby authorized to dispose of the records set forth in Exhibits B1, B2, B3, B4 and B5 of this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this ____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Timothy Titus, Mayor

ATTEST:

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

EXHIBIT "A"

**Consent to Destruction of Certain Records, Documents
and Papers of the Town of Paradise**

Pursuant to the Government Code Section 34090, I hereby consent to the destruction of those certain records, documents and papers of the Town of Paradise listed on Exhibits B1, B2, B3, B4 and B5 and made a part of Resolution No. 13-46.

DATED: _____

DWIGHT L. MOORE, Town Attorney

EXHIBIT B1 - Resolution No. 13-46

0	0	0	AGENDA PACKETS FOR Calendar Years 2007 AND 2008	N/A
05	10	10	Butte Regional Waste Management Authority #99-41	T+5 2010-00003
05	10	10	Fleming, Mike #05-13	T+5 2010-00001
05	10	10	Indigo Hammond + Playle Architects LLP #06-16	T+5 2010-00001
05	10	10	Nichols, Roger #06-07	T+5 2010-00001
05	10	10	Pitts, Catherine dba CJP Enterprises #05-14	T+5 2010-00001
05	10	10	Plumas National Forest #05-11	T+5 2010-00001
05	10	10	Schmidt, Margaret #05-26	T+5 2010-00001
05	10	10	Tange, Mark L. #05-17	T+5 2010-00001
05	10	10	Vasquez, Rick. F. #05-18	T+5 2010-00001
05	10	10	Walters, Paul #06-06	T+5 2010-00001
05	10	10	Willdan #06-09	T+5 2010-00001
05	10	10	CDW-G of Vernon Hills, Illinois #05-20	T+5 2010-00001
05	10	10	Computers Plus Chico #05-19	T+5 2010-00001
05	10	10	County of Butte #06-15	T+5 2010-00001
05	10	10	Figge, Pam #06-13	T+5 2010-00001
05	10	10	Hilton Farnkopf & Hobson LLC #05-27	T+5 2010-00001
05	10	10	Broshears, James #04-28	T+5 2010-00003
05	10	10	Butte Community College District #81-18	T+5 2010-00003
05	10	10	Butte County Alcohol & Drug Services #86-06	T+5 2010-00003
05	10	10	C.R.C. #04-27	T+5 2010-00003
05	10	10	Davenport, Rodney #01-06	T+5 2010-00003
05	10	10	DeCuir & Somach #96-16	T+5 2010-00003
05	10	10	Hedenland, Lloyd Sr. #04-13	T+5 2010-00003
05	10	10	Hunters Pest Control #01-11	T+5 2010-00003
05	10	10	Ivey, Dennis #97-32	T+5 2010-00003
05	10	10	Leonard, Tom #02-24	T+5 2010-00003
05	10	10	North Valley Fence #04-10	T+5 2010-00003
05	10	10	Paradise Unified School District #97-10	T+5 2010-00003
05	10	10	Rutledge, Frankie #97-28	T+5 2010-00003
05	10	10	Rutledge, Frankie #97-35	T+5 2010-00003
05	10	10	USA Waste of California, Inc. #99-36	T+5 2010-00003
05	10	10	Walters, Paul #05-08	T+5 2010-00003
05	10	10	Wedgewood Retirement Inns #97-24	T+5 2010-00003
05	10	10	Tri-County Economic Development Corporation #94-03	T+5 2010-00003
05	10	10	GDA Engineering #00-30	T+5 2010-00003
05	10	10	Ron Graves & Associates #00-32	T+5 2010-00003

**RESOLUTION NO. 13-46
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING DESTRUCTION OF CERTAIN TOWN RECORDS
PURSUANT TO GOVERNMENT CODE SECTION 34090**

**EXHIBIT “B-2”
LIST OF FILES TO BE DESTROYED**

INDEX NO.	DESCRIPTION
530-10-51	Referendum – Skyway Plaza Shopping Center Project (.75 from date of election)
530-50-06	Recall – 10/7/03 Special Election (.75 from date of election)
535-50-03	PG& General File #2 (CU+2)
550-40-19	Binding Arbitration SB 402
550-40-21	Legislative Issues (CU+2)
550-40-50	LCC Priority Focus Newsletter File #5 2005 (CU+2)
570-30-05	Electric Tutility Restructuring (CU+2)
570-30-06	Public Utilities Commission – General File #3 (CU+2)
580-10-01	Agendas – Policy, Procedure, Format (CU+2)
580-10-24	Proof of Posting Agendas for Council – 2010 (CU+2)
580-10-36	Town Council Agendas 2010 (CU+2)
580-40-29	Town Council Meetings – Closed Session Announcements (CU+2)
580-45-03	Minutes – General Information (CU+2)
660-25-04	Training Continuing Education for Public Officials (CEPO 1999)
710-80-02	Downtown Revitalization – Correspondence, Draft Plan, Committee thru 2001 (T+5)
710-80-03	Downtown Revitalization – Correspondence thru 7/2002 (T+5)
710-80-04	Downtown Revitalization – RFP for Design 2001 (AU+4)
710-80-05	Citizen Advisory Committee on Downtown 4/2004 (CU+2)
710-80-06	Downtown Commercial Façade Program – Correspondence thru 9/2004 (CU+2)
740-10-03	Development Impact Fees – Copy of Res No. 02-01 (CU+2)
740-30-09	Building Inspection – Complaints/Investigation Correspondence thru 2002 (CU+2)
750-10-01	Land Use Control – Administration Correspondence thru 1/7/1991 (CU+2)

**RESOLUTION NO. 13-46
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING DESTRUCTION OF CERTAIN TOWN RECORDS
PURSUANT TO GOVERNMENT CODE SECTION 34090**

**EXHIBIT “B-3”
LIST OF FILES TO BE DESTROYED**

INDEX NO.	DESCRIPTION
1310-10-01	RDA Administration General File – 2001 through 2008 (CU+2)
1310-10-02	RDA Administration – Correspondence through 12/30/2008
1310-10-08	Records Disposal/Destruction – copies of Resolutions
1310-10-09	Empty File
1310-15-02	RDA Agendas 2005
1310-15-03	RDA Agendas 2006
1310-15-04	RDA Agendas 2007
1310-15-05	RDA Agendas 2008
1310-15-06	RDA Agendas 2009
1310-15-07	RDA Agendas 2010
1310-15-20	RDA Proof of Posting 2003 & 2004
1310-15-21	RDA Proof of Posting 2005
1310-15-22	RDA Proof of Posting 2006
1310-15-23	RDA Proof of Posting 2007
1310-15-24	RDA Proof of Posting 2008
1310-15-25	RDA Proof of Posting 2009
1310-15-26	RDA Proof of Posting 2010
1310-20-01	RDA Administration – Formation (CU+W) thru 2002
1310-50-01	Butte College SBDC Monthly Reports through June 1, 2005
1330-10-01	RDA Steering Committee File #1- thru Nov 2004
1330-10-02	Steering Committee through 2/26/2007 - disbanded
1350-20-01	Business Recruitment Program for Project Area – Copies of Resolutions
1350-20-02	Commercial Façade Renovation for Project Area – Copies of Resolutions/Ord's
1350-20-03	Business Expansion Program–Copies of Resolutions & Correspondence thru 2003
1350-20-04	New Business Startup
1350-20-05	Terry Ashe Recreation Center – request for RDA monies
1350-30-03	Capital Improvements – Off Street Parking
1360-40-01	Purchase Orders through 12/30/2003
1370-10-02	RDA Housing Program Guidelines 2004 to 2009
1370-10-03	RDA – Agt with PUSD for Construction Technology Program (2004)

EXHIBIT B4
BOX # 98 – (Old Archive System)

All files are CU +2 (current year plus 2)
Eligible for destruction 12/31/2003

INDEX NUMBER	DESCRIPTION
110-10-01	Administration - Services Department
110-10-02	Administration- Goals & Objectives 1984 - 7/98
110-10-08	Administrative Policies File #2 01/98 - 10/02
110-10-12	Goals & Objectives 1997 & 1998
110-10-13	Goals & Objectives 1998 Council & Staff
110-10-14	Goals & Objectives FY 1998 & 1999
110-10-17	Leave Status Report Clerk Dept through 12/10/01
110-60-07	Department Reports - CDD All Divisions File #3
110-70-01	Computer User Group
140-10-03	Organizations - Chamber of Commerce
140-40-01	Organizations - League of Women Voters
150-10-03	Butte Co Assoc. Of Gov. Studies/Reports & Correspond.
150-10-08	Butte County Planning Commission - Agendas
150-50-29	League of California Cities (LCC General File 9/99 - 12/00
150-70-16	CCAC- City Clerks Association 01/99 -12/99 File #5
150-70-22	IIMC (International Institute of Municipal Clerks) File #8
150-70-23	IIMC News Digest
150-70-25	National Organization of Disability (NOE) File #3
150-70-27	NCCA Northern California City Clerks Association
150-70-28	International Institute Municipal Clerks News Digest File 2
150-70-40	CCAC- City Clerks Assoc. Newsletter 2000

EXHIBIT B5
BOX # 99 – Old Archive System

CU + 2 (Current plus 2)
Eligible for Destruction 12/31/1995

INDEX NUMBER	DESCRIPTION
160-20-05	Retention/Destruction - Optical Imaging
160-20-07	Retention/Destruction - Optical Imaging File #2
160-50-01	Records Management - Computer Software-Legislative Hist.
175-40-01	State Jurisdiction - Dept of Motor Vehicles
180-30-17	Correspondence - Town manager File #3 8/96 - 2000
180-30-21	Correspondence- Town Mayor 5/95 - 12/2000
180-30-32	Correspondence - Fax Transmissions File #3 2001
180-30-40	Correspondence - Town Clerk File #9 2000
180-40-16	Proclamation File 13 7/99 - 11/2000
310-10-16	Accounts Payable - Check Registers 2000
380-40-01	Purchasing - Centrex Telephone System
385-10-19	1999/2000 FY Annual Audit Report - DUPLICATE
385-20-24	Appropriation Summaries-Revenue & Expenditure 11/98-6/99
385-20-27	Budget Reports - Revenue/Expenditure Reports 8/00 - 12/00
Transferred from Box #94	
760-45-04	CU + 2 Planning Commission Agendas 7/95 –12/2000
	1982 State Roster: CA Housing Authorities Redevelopment Agencies Community Development Department & Other Housing Offices “Using Tax-Exempt Mortgage Revenue Bonds in California”
770-40-02	CU +2 Correspondence Only .Transportation: Congestion Management Planning
770-40-08	CU +2 Upper Ridge Transportation Task Force Thru 1/3/1992



**Town of Paradise
Council Agenda Summary
September 10, 2013**

Agenda Item: 3(d)

Originated by: Paul T. Derr, Public Works Manager

Reviewed by: Lauren Gill, Town Manager

Subject: Contract Amendment for Traffic Signal Maintenance Services

Council Action Requested: (1) Authorize the assignment of the contract for traffic signal maintenance services with Republic ITS to Siemens ITS and authorize the Mayor to execute the assignment; and, (2) Authorize an amendment to the traffic signal maintenance agreement to add maintenance of the Pearson/Recreation Drive for an additional annual cost of approximately \$3,428.04 (a \$285.67 monthly cost).

Alternatives: None.

Background: In 1996, Caltrans discontinued signal maintenance services for local agencies and it was necessary to begin contracting with a private company or provide those specialized services in-house. Siemens, formerly Republic ITS, has provided those necessary signal and associated street lighting services in an effective and professional manner.

Discussion: With the activation of the Pearson/Recreation Drive Signal Project on August 9, 2013, the Town now has a total of sixteen (16) signalized intersections. Maintenance for fifteen (15) of the intersections is the responsibility of the Town. The Pearson/Clark intersection is maintained by Caltrans because it is associated with State Highway 191. The other fourteen (14) intersections have been maintained through a contract agreement with Republic ITS. The most recent agreement was approved on May 1, 2012 with Republic ITS and entered into on June 2012. The Town Council needs to approve the assignment of the agreement from Republic ITS to Siemens ITS and then consider approving the proposed First Amendment to the contract, which amends Exhibit C by adding the Pearson/Recreation intersection as Intersection #15. Berit King, Project Manager of Siemens, Inc., provided an email confirming that they are in agreement with the proposed amendment.

Conclusion: It is necessary to the Town Council to approve the recommended assignment and contract adjustment that will increase the monthly cost of signal maintenance by \$285.67 for an annual increase of \$3,427.68.

Fiscal Impact Analysis: This amendment does not add to or exceed the current budgeted amount for routine maintenance which is approximately \$54,000.00. Additional cost associated with annual emergency work is budgeted at approximately \$15,000 bringing the current annual budgeted costs for signals to near \$69,000.00. This is budgeted through gas tax account 2120.45.4750.5214.45.

ASSIGNMENT AND AMENDMENT OF AGREEMENT

This Assignment and Amendment dated _____ is to the Agreement dated June 12, 2012 between the Town of Paradise (the “Town”) Republic Intelligent Transportation Services, Inc. A copy of the Agreement is attached as ATTACHMENT NO. 1.

1. The Town Council does hereby consent to the assignment of the Agreement from Republic Intelligent Transportation Services to Siemens Industry, Inc. as a result of their merger under Delaware law and THE certification thereof on September 28, 2012 by the Secretary of State of Delaware on ATTACHMENT NO. 2.

2. In consideration of the terms and conditions herein, the Town and Siemens Industry, Inc. agree that the Agreement shall be amended as follows:

2.1 Exhibit C to the Agreement shall be amended to read as follows:

**EXHIBIT C: TOWN OF PARADISE
TRAFFIC SIGNAL INTERSECTION LIST**

#	Intersection#	Major Street	Minor Street
1	001	Black Olive	Pearson
2	002	Clark	Billie
3	003	Clark	Central Park
4	004	Clark	Elliott Rd
5	005	Clark	Nunneley
6	006	Clark	Wagstaff
7	007	Skyway	Bille
8	008	Skyway	Elliott Rd
9	009	Skyway	Maxwell
10	010	Skyway	Neal
11	011	Skyway	Oliver
12	012	Skyway	Pearson
13	013	Skyway	Wagstaff
14	014	Skyway	Clark
15	015	Pearson	Recreation

2.2. Conflicts between the Agreement and this Amendment shall be controlled by this Amendment. All other provisions within the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment to Agreement to be executed on the date first written above.

TOWN OF PARADISE

SIEMENS INDUSTRY, INC.

By: _____
Timothy Titus, Mayor

(Print Name) _____

By: _____
Lauren Gill, Town Manager

(Signature) _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Dwight L. Moore, Town Attorney

By: _____
Joanna Gutierrez, Town Clerk

ATTACHMENT NO. 1

SCOPE OF WORK

EXHIBIT A: TRAFFIC SIGNAL MAINTENANCE AGREEMENT

AGREEMENT

THIS AGREEMENT is made this 1st day of June, 2012, between REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC., a California Corporation, (REPUBLIC) and THE TOWN OF PARADISE, a public entity, (PARADISE).

RECITALS

1. REPUBLIC is an Electrical Contractor holding California Contractor's License No. 647154.
2. PARADISE is a public entity.
3. By this Agreement the parties desire to provide for the performance by REPUBLIC of designated services in connection with the maintenance and repair of existing traffic signals.

The parties agree as follows:

I. This Agreement shall consist of the following documents, which are attached hereto as exhibits and which are incorporated herein by reference:

- A. This Agreement
- B. Traffic Signal Maintenance and Engineering Rates (Exhibit B)
- C. Traffic Signal Intersection List (Exhibit C)

2. REPUBLIC agrees to furnish all labor, material and equipment to perform all work necessary to maintain traffic signal facilities within the jurisdiction of PARADISE, all in accordance with the terms herein. REPUBLIC is to do all such work and provide such material, as an independent contractor, subject to inspection and approval by PARADISE, PARADISE Police, PARADISE Fire, the Director of Public Works, or any other agent designated by PARADISE.

3. REPUBLIC agrees to the following preventative maintenance:

REPUBLIC ITS SHALL PERFORM THE FOLLOWING TASKS CONSISTENT WITH THE NEEDS OF THE TOWN OF PARADISE:

MONTHLY ROUTINE MAINTENANCE

- Visually inspect controller and cabinet for proper operation and current date and time. If in coordination, check modem or communications devices. Check that timing is consistent with timing sheet.
- Visually inspect and realign signals as required. Check for bent visors and back-plates
- Check detector amplifiers and tune if necessary
- Check load switches.
- Check relays.
- Check operation of BBS if present.

- Visually inspect all vehicular and pedestrian indications for proper operation and replace outages found. Material and/or labor and equipment for all LED outages still covered under manufacturer or Republic Electric warranty is included, when applicable; otherwise, labor, material and equipment costs will be reimbursed by the agency.
- Activate and visually inspect safety lighting. Make repairs as necessary, including lamps, starters, ballasts, or photocells.
- Check operation of the fan.
- Check and actuate each pedestrian push button for proper operation.
- Visually inspect roadway along loop detectors for possible exposed wires, cracks and potholes.
- Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to Town staff by intersection.

6 - MONTH ROUTINE MAINTENANCE (In addition to monthly)

- Check controller cabinet filter.
- Check ground rod clamp and wire.
- Check wire schematics and records to make sure they are in the cabinet.
- Check operation of ground fault receptacle.
- Measure voltage at service inputs in cabinet and record.
- Visually check integrity of splices.
- Manually record inspection date and time in controller cabinet and send written confirmation of 6-month inspection with recommendations to Town staff by intersection.

YEARLY ROUTINE MAINTENANCE (In addition to monthly and 6-month)

- Test Conflict Monitor
- Vacuum and clean controller cabinet and contents.
- Replace cabinet filter.
- Check weatherproof gasket seal on controller cabinets.
- Check for water accumulation and duct sealant.
- Lubricate hinges and lock on controller cabinets.
- Check indicator lamps.
- Check all connectors.
- Check detector extensions.
- Manually record inspection date and time in controller cabinet and send written confirmation of yearly inspection with recommendations to Town staff by intersection.

4. REPUBLIC agrees to provide phone service for the receiving of notification of inoperative Traffic Signals including those items requiring emergency repair and service during REPUBLIC'S normal business hours and an answering service for the receiving of notification of inoperative Traffic Signals requiring emergency repairs or service at all times (7 days per week) other than REPUBLIC'S normal business hours, whether such notification originates with PARADISE or a party or person other than PARADISE.

5. REPUBLIC agrees to have service personnel available 24 hours per day to respond to traffic signal and controller trouble calls. Response time will be within three hours during regular business hours and three hours after regular business hours and weekends. In the event of multiple calls, each will be serviced on a priority basis. PARADISE will provide REPUBLIC with a priority list. This priority list will constitute authorization from PARADISE to REPUBLIC to leave an intersection of a non-priority status to respond to a priority intersection.

6. REPUBLIC agrees to provide response service 24 hours per day for repair of the equipment and appurtenances, such as street lighting, safety lighting, street name signs, pedestrian and traffic signals, controllers, flashing beacons and detector devices which REPUBLIC may be called upon from time to time by PARADISE to repair, replace or refurbish. However, it is understood that any work in excess of Two Thousand Five Hundred Dollars (\$2,500.00) will not be performed without prior verbal or written approval from PARADISE.

7. REPUBLIC agrees to, in addition to providing ongoing traffic signal maintenance per the above scope, and for no additional compensation, to replace all lamps, whether LED or incandescent, as required throughout the duration of the contract. REPUBLIC will replace all of the existing incandescent lamps with LED's within the first six months of the contract. In addition, REPUBLIC will monitor the existing LED lamps for compliance with lighting standards, and will replace any that fall out of compliance with current requirements. Furthermore, REPUBLIC will respond to and replace any failed lamps throughout the duration of the contract, at no additional cost to the TOWN.

8. Compensation shall be as follows:

- A. In consideration for furnishing said labor, materials and equipment, pursuant to Paragraph 3, (preventative maintenance), and Paragraph 7 (LED Lamp Replacement), REPUBLIC shall receive from PARADISE the sum of Two Hundred and Eighty Five and sixty seven cents (\$285.67) per month for each signalized intersection listed in "Exhibit C".
- B. In consideration for furnishing said labor, materials and equipment pursuant to Paragraph 6 (response maintenance), when such repairs are necessitated by obsolescence, failure, accidental damage such as collision, acts of God, vandalism and pavement failure, REPUBLIC shall receive, in addition to the monthly sum specified above, a per call amount based upon the invoice cost of materials plus 20% and its then current labor and equipment rates (Exhibit B). Equipment not listed on "Exhibit B" will be at the current California Departments of Transportation equipment rates that equal the surcharge rate + 15%.

9. REPUBLIC shall defend, hold harmless, and indemnify PARADISE in any actions and from all damages arising out of the acts or omissions of REPUBLIC, or its authorized representatives, in the performance of its obligations under the terms of this Agreement, or the failure of REPUBLIC to perform those obligations. REPUBLIC shall not be liable for damages resulting from the acts or omissions of THE TOWN OF PARADISE or its authorized representatives.

10. REPUBLIC shall maintain public liability and property damage insurance with limits of not less than \$1,000,000.00 for each General Liability, Automobile Liability, Worker's Compensation and Errors and Omissions Liability as the result of any one occurrence. Such insurance shall be in form satisfactory to PARADISE and shall guarantee REPUBLIC'S performance of the above indemnity obligation, shall be endorsed to name PARADISE as additional named insured, insofar as this Agreement is concerned, contain a Waiver of Subrogation clause for Worker's Compensation, and provide that written notice shall be given to PARADISE at least 30 days prior to cancellation or material change in the form of such policies or endorsements. It is acknowledged that REPUBLIC may desire public liability and property damage insurance with limits greater than that desired by PARADISE and provided for in this Agreement. REPUBLIC shall be entitled to place such additional public liability and property damage insurance into effect, as REPUBLIC alone may determine subject to REPUBLIC paying and satisfying all obligations for premiums arising from such additional public liability and property damage insurance coverage.

11. Wages will be paid in accordance with the Prevailing Wages Laws, pursuant to Section 1770 et seq. of the Labor Code of the State of California, and the Department of Industrial Relations of the State of California.

12. This Agreement may be assigned by REPUBLIC as follows:

- A. The Agreement may be assigned by Republic upon the prior written consent of PARADISE.

13. Should REPUBLIC neglect to execute the work properly, or fail to perform any provision of this Agreement, PARADISE, after giving three (3) days written notice to REPUBLIC, may perform such work and deduct the cost thereof from any payment due to REPUBLIC. This provision is in addition to any legal remedies, which PARADISE may otherwise have.

14. Except for the manufacturer's factory warranty, REPUBLIC disclaims all warranties with respect to materials supplied hereunder, REPUBLIC further disclaims any liability for failure to perform, or for the delay in performance hereunder, where the same is due to any cause beyond REPUBLIC'S reasonable control, such as, but not limited to, vandalism, fire, acts of God, or labor strike.

15. Should REPUBLIC default in the performance of its obligation under the terms of this Agreement, and should such default not be corrected by REPUBLIC within 30 days after receiving written notice thereof from PARADISE, this Agreement may be terminated by PARADISE without compensation to REPUBLIC save and except for amounts due under the terms hereunder accrued and unpaid as of the date of termination.

16. The specified compensation will stay in effect for the duration of this contract. REPUBLIC reserves the right to increase its rates at a percentage no greater than the percent increase in the March to March San Francisco/Oakland Metropolitan Area Consumer Price Index as released by the United States Department of Labor on a yearly basis with a maximum inflation increase of 5% per year. In the event the San Francisco/Oakland Inflation Index exceeds 5% for a particular year and if REPUBLIC chooses to incorporate a higher inflation rate, PARADISE will have the option to reopen this Agreement and negotiate with REPUBLIC for the remainder of the Agreement. If REPUBLIC chooses to incorporate an inflation increase of 5% or equal to that of the San Francisco/Oakland Inflation Index when under 5%, PARADISE has no option to reopen this Agreement for negotiations. In the event the Index is less than 0% for a particular year, and upon written request from PARADISE, the contract rates will be adjusted accordingly.

17. This Agreement shall be effective from and after June 1, 2012, and shall terminate on May 31, 2015. This Agreement may be extended, under the existing terms and conditions for additional terms upon mutual agreement of PARADISE and REPUBLIC.

18. If any party to this agreement resorts to legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which it is entitled.

19. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement. All previous agreements merge into this Agreement. Any prior agreements, promises or negotiations not expressly set forth in this contract are of no force or effect. Any modifications to the agreements shall be in writing.

EXECUTED the day and year first hereinabove set forth to be effective and hereinabove recited.

TOWN OF PARADISE

REPUBLIC ITS

By: Steve "Woody" Culleton

By: James A. Wagner

Steve "Woody" Culleton

James A. Wagner, P.E.

Title: Mayor

Title: Vice President, Engineering ll

Date: 5/15/12

Date: 5/14/12

Attest

By: Joanna Gutierrez
Joanna Gutierrez, Town Clerk

Date: 5.23.2012

X Mario Mattern
MARIO MATTERN

EXHIBIT B: TRAFFIC SIGNAL MAINTENANCE AND ENGINEERING RATES

Traffic Signal Maintenance

Monthly Maintenance \$285.67 per Intersection per month

Labor Hourly Rate Schedule

Labor/Electrician \$ 85.92
Labor/Electrician (Overtime) \$161.09

New Signal Turn-on Support \$500.00 each

Equipment Hourly Rate Schedule

Bucket Truck \$ 23.63
Mobile Crane \$ 64.44
Compressor \$ 19.33
Arrow-board \$ 16.11

Engineering Fee Schedule

Principle Engineer \$ 175.00
Senior Engineer \$ 155.00
Associate Engineer \$ 130.00
Staff Engineer \$ 120.00
Senior Engineering Assistant \$ 115.00
Engineering Assistant \$ 105.00
CAD Operator \$ 75.00
Clerical \$ 75.00
Reproductions Cost plus 15%

EXHIBIT C: TOWN OF PARADISE TRAFFIC SIGNAL INTERSECTION LIST

#	Intersection #	Major Street	Minor Street
1	001	Black Olive	Pearson
2	002	Clark	Billie
3	003	Clark	Central Park
4	004	Clark	Elliott Rd
5	005	Clark	Nunneley
6	006	Clark	Wagstaff
7	007	Skyway	Bille
8	008	Skyway	Elliott Rd
9	009	Skyway	Maxwell
10	010	Skyway	Neal
11	011	Skyway	Oliver
12	012	Skyway	Pearson
13	013	Skyway	Wagstaff
14	014	Skyway	Clark

Republic Intelligent Transportation Services, Inc.
UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF REPUBLIC INTELLIGENT TRANSPORTATION SERVICES INC.

The undersigned, constituting the entire Board of Directors of **Republic Intelligent Transportation Services, Inc.**, a corporation organized and existing under the laws of the State of California (the "Corporation"), acting in lieu of a meeting, **HEREBY APPROVE AND CONSENT** to the adoption of the following resolutions:

WHEREAS, it is the intention of the Board of Directors to appoint and maintain officers of the Corporation to manage the daily operations of the Corporation; and

WHEREAS, it is the intention of the Board of Directors to authorize the officers of the Corporation to execute bonds, contracts, bids, legal, and other documents as may become necessary for the Corporation to transact its business.

NOW, THEREFORE, BE IT RESOLVED that it is

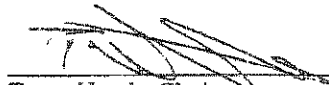
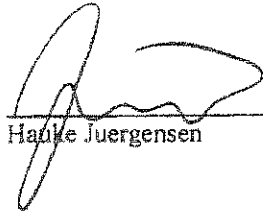
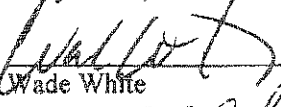
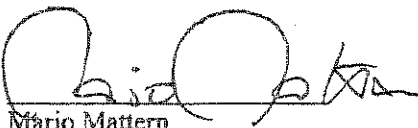
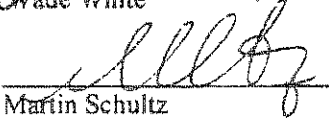
RESOLVED, that effective as of December 1st, 2011, the officers of the Corporation are as follows:

Terry Heath	Chairman
James Wagner	President and CEO
Mario Mattern	Vice President, CFO and Assistant Secretary
Dennis Walther	Vice President
Dirk Glaser	Vice President and Assistant Secretary
Daniel Hislip	Secretary
Phillis Ing	Assistant Secretary
Beverly Pacansky	Assistant Secretary
Lonnie Ellis	Assistant Secretary

RESOLVED, that the officers of the Corporation be duly authorized to legally bind the Corporation through the execution of bonds, contracts, bids, legal, and other documents as may become necessary from time to time in order for the Corporation to transact its business.

RESOLVED, that any actions taken by the officers of the Corporation prior to date of the foregoing resolutions that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of this Corporation.

SIGNED, this November 08, 2011, by the Board of Directors, in its entirety, as follows:

 Terry Heath, Chairman	 Håble Juergensen
 Wade White	 Mario Mattern
 Martin Schultz	

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC.", A CALIFORNIA CORPORATION,

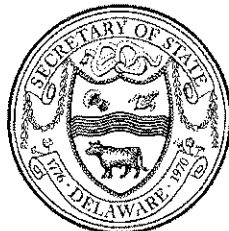
WITH AND INTO "SIEMENS INDUSTRY, INC." UNDER THE NAME OF "SIEMENS INDUSTRY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 2012, AT 1:35 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTIETH DAY OF SEPTEMBER, A.D. 2012, AT 12:01 O'CLOCK A.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

0786939 8100M

121080107



You may verify this certificate online at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9881226

DATE: 09-28-12

**CERTIFICATE OF OWNERSHIP AND MERGER
MERCING
REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC.
INTO
SIEMENS INDUSTRY, INC.**

(Pursuant to Section 253 of the Delaware General Corporation Law and as permitted by Sections 1108 and 1110 of the California Corporations Code)
September 28, 2012

Siemens Industry, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation")

DOES HEREBY CERTIFY:

FIRST: That the Corporation was organized under the name "Amerogy Inc." pursuant to the General Corporation Law of Delaware on the 28th day of November, 1972.

SECOND: That the Corporation owns 100% of the outstanding shares of the capital stock of Republic Intelligent Transportation Services, Inc., a corporation organized and existing pursuant to the General Corporation Law of the State of California, on the 27th day of December, 1991 ("Republic").

THIRD: That Board of Directors of the Corporation by unanimous written consent duly executed on September 28, 2012, determined to merge Republic into itself, and did adopt the following resolutions:

WHEREAS, the Corporation owns 100% of the issued and outstanding capital stock of Republic; and

WHEREAS, the Board deems it advisable and in the best interests of the Corporation, as sole shareholder of Republic, to merge Republic with and into the Corporation, with the Corporation to be the surviving company in such merger, and to be possessed of all the estate, property, rights, privileges and franchises of Republic, and to assume all of the liabilities and obligations of Republic in accordance with the terms and provisions of the Certificate of Ownership substantially in the form previously provided to the Board of Directors.

NOW THEREFORE, BE IT RESOLVED, that the merger is hereby ratified, authorized, and approved in all respects; with the merger to take effect on 12:01 a.m. local Delaware time on September 30, 2012 (the "Effective Date"); and

FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized and directed to make and execute a certificate of ownership setting forth a copy of the resolution to merger Republic into the Corporation and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware, and a certified copy thereof in the office of the Recorder of Deeds of New Castle County; and

FURTHER RESOLVED, that each of the elected or appointed officers of the Corporation, individually, is hereby authorized and directed to execute and deliver on behalf of the Corporation, the Certificate of Ownership and all other documents and certificates necessary or appropriate to consummate the merger, with such changes in the terms thereof as shall be approved by such officer, such approval to

be conclusively evidenced by his or her execution thereof, and to take such other action as they, in their sole and absolute discretion, deem necessary or appropriate to effect the merger or take any of the actions authorized in this consent or contemplated by the Certificate of Ownership; and be it

FURTHER RESOLVED, that any and all actions heretofore taken by the directors and officers of the Corporation and the officers and directors of Republic in furtherance of the merger and the transactions contemplated by the Merger Certificate be, and they are hereby ratified, confirmed and approved in all respects as the acts of the Corporation; and be it

FURTHER RESOLVED, that the officers of the Corporation be and each of them hereby is, authorized and empowered to take or cause to be taken any and all actions and to execute and deliver or cause to be executed or delivered, any and all agreements, documents, certificates or undertakings in the name and on behalf of the Corporation and to incur any and all fees and expenses necessary or appropriate in the opinion of such officer to effect the foregoing resolutions, which action or execution and delivery shall constitute evidence of the authorization and approval of such action by the Corporation; and be it

IN WITNESS WHEREOF, Siemens Industry, Inc., has caused this certificate to be signed by its authorized officers as of the date first set forth above.

By: 

Name: Daryl Dulaney

Title: President and Chief Executive Officer --
Infrastructure & Cities Sector

By: 

Name: Daniel Hislip

Title: Vice President, General Counsel, and Secretary



**TOWN OF PARADISE
Council Agenda Summary
September 10, 2013**

ORIGINATED BY: Paul T. Derr, Public Works Manager **Agenda Item 3e**

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: HVAC CONTRACT FOR APPROVAL

COUNCIL ACTION REQUESTED:

1. Approve a two (2) year Heating, Ventilation and Air Conditioning (HVAC) service agreement with Sierra Heating & Air Conditioning, 6899 B Clark Road, Paradise, CA 95969 in the annual amount of \$3,656.00 beginning September 16, 2013 through September 15, 2015 and repair services at \$70.00 per hour; and,
2. Authorize a budget appropriation in the amount of \$2,906 to Fund #1010-20-4201-4214.100; OR,
3. Reject the proposed HVAC service agreement & provide direction to staff.

BACKGROUND:

This two (2) year agreement covers an annual maintenance of Town Heating and Air Conditioning units at Town Hall, Police Station, three (3) Fire Stations, Fleet Services, Animal Control, Street Maintenance Facility, the "Help 4 People" rental building and the Community Park Depot Building as well as replacement filters as needed quarterly. There are a total of 45 units that are serviced under this agreement. On July 31, 2013 requests for proposals were mailed to nine (9) HVAC contractors. On August 13, 2013, contractors were contacted by phone to confirm receiving of request for proposals. Four (4) contractors stated they were not interested in receiving proposals and requests for proposals were forwarded to the remaining five (5) contractors. On August 20, 2013, the Town Clerk's office opened 5 proposals. Attached is Exhibit "D", those contractors and the results of the bids. Sierra Heating & Air Conditioning located in Paradise, California, was the low bidder in the annual amount of \$3,656.00 and repair services for \$70.00 per hour.

FINANCIAL IMPACT:

Approval of this contract will authorize the annual expenditure of \$3,656.00. A budget adjustment for FY 2013/14 is needed in the amount of \$2,906.00 for heating & air conditioning maintenance. It will also allow for the expenditure of \$70.00 per hour in miscellaneous repairs and maintenance should that be required.

Exhibit "D"

2013-2015 HVAC Contract Bid Results

COMPANY	TOTAL ANNUAL COST FOR HVAC SERVICES	EMERGENCY CALL OUT (PER HOUR RATE)
Air Solutions Sacramento	\$11,000.00	\$80.00
Air Wolf Energy Yuba City	\$21,336.00	\$178.00
Del Johnson Paradise	\$5,400.00	\$80.00
Jessee Heating Chico	\$6,000.00	\$85.00
Sierra Heating Paradise	\$3,656.00	\$70.00

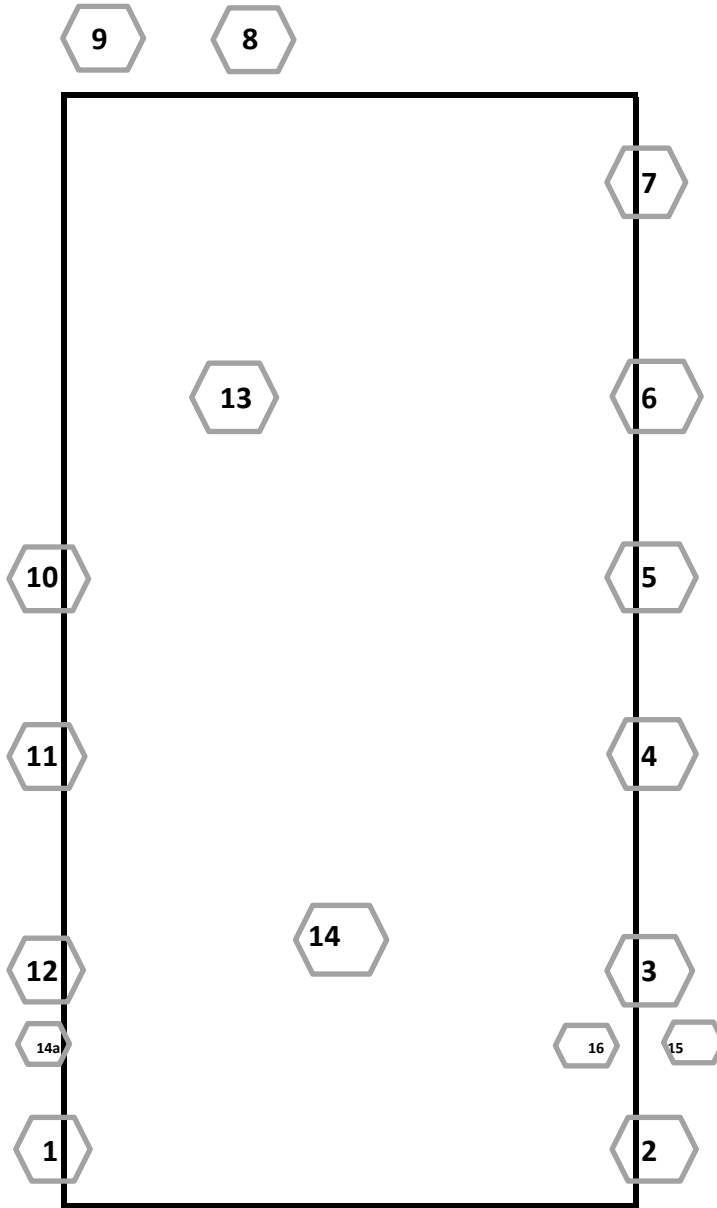
TOWN OF PARADISE

Town Hall

5555 Skyway

HVAC Unit Identification and Locations

2013



Front Parking Lot

TOWN OF PARADISE

Town Hall

HVAC Unit Identification and Locations

2013

- | | |
|-----------------------------------|--|
| 1. Bryant Package Unit | Serial # S2708G414468 |
| 2. Payne Dual Pac Model | Model #PY1PNB030060AAAA
Serial # 0601G14417 |
| 3. Payne Package Unit | Model # PY3PNA024060N
Serial # 0307G22054 |
| 4. Payne Package Unit | Model # PY3PNA0204060N
Serial # 2806G41487 |
| 5. Day & Nite Dual Pac | Model # 24/80YAC-1060
Serial # illegible |
| 6. Day & Nite Dual Pac | Model # 24/80YAC-1060
Serial # JEMCA 25888 |
| 7. Evaporative Cooler | Undeterminable Make or Model
Non Operational |
| 8. Day & Nite Condenser | Serial # E091708652 |
| 9. Carrier Condenser | Serial # 2407E20759 |
| 10. Payne Dual Pac | Model # PY1PNB30060AAAA
Serial # 4500G10508 |
| 11. Payne Dual Pac | Model # 24/80YAC-1060
Serial # FDMCA 25353 |
| 12. Payne Package Unit | Model # PY3PNA024060N
Serial # 1006G 31311 |
| 13. 2 each Day & Nite Furnaces | Model # IN8MSL0902120A
Serial # A113418686 & A120418575 |
| 14. Rheem Criterion Furnace | Model # RLGD-10NBRJR
Serial # CM5D307 F02936053 |
| 14a. York Condenser for (14) | Model # H5DBO48S06A
Serial # W8MM008809 |
| 15. Mitsubishi Electric (Outdoor) | Model # MUY-A24NA
Serial # 6003712T |
| 16. Mitsubishi Electric (Indoor) | Model # MSY-A24NA
Serial # 6002824T |

TOWN OF PARADISE

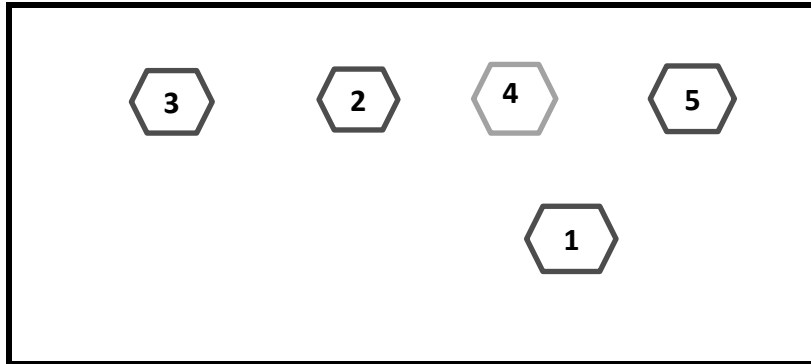
Police Department

5595 Black Olive Drive

HVAC Unit Identification and Locations

2013

- | | |
|-------------------|--|
| 1. Payne Dua Pac | Model # 585EP042075
Serial # 1083C77020 |
| 2. Payne Dual Pac | Model # 585EP042075
Serial # 168309697 |
| 3. Payne Dual Pac | Model # 585EP042075
Serial # 16883098702 |
| 4. York Dual Pac | Model # 48NMT060300
Serial # 0989C1727271 |
| 5. Payne Dual Pac | Model # 585G1030040
Serial # 1484C0718 |



TOWN OF PARADISE

Animal Control Building

125 American Way

HVAC Unit Identification and Locations

2013

- | | | |
|----|------------------------|---|
| 1. | Amana Window Dual Unit | Model # 18C3HEV
Serial # 9309270086
A/C BTU's: 17,600
Heater BTU's: 16,100 |
| 2. | Amana Window Unit | Model # 9P2MB
Serial # 9202163501 |
| 3. | Evaporative Cooler | Unreadable |
| 4. | Reznor Heater | Model # UDAP60
Serial # BHC79Y2N38666X |

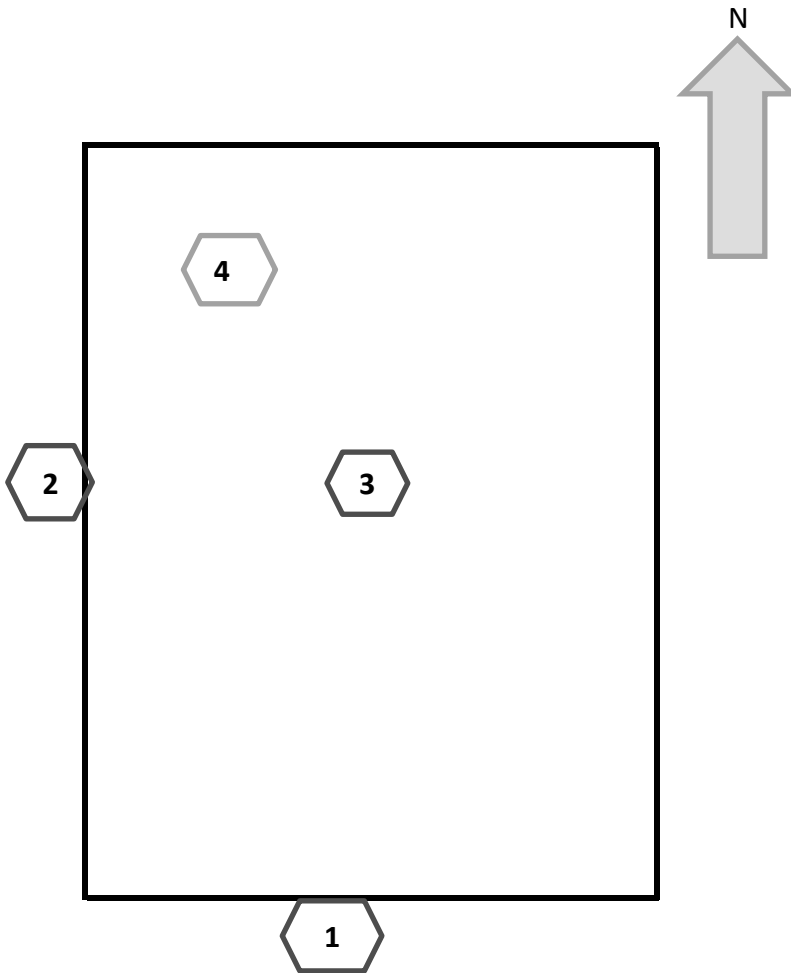


EXHIBIT "A5"
TOWN OF PARADISE
Fleet Services
767 Birch Street

HVAC Unit Identification and Locations
2013

- | | |
|----------------------------------|--|
| 1. Advanced Distributor Products | Model # SEP-90A-3
Serial # 6397F03961
60,000 BTU's |
| 2. Evaporative Cooler | Master Cool |
| 3. Trane Package Unit | Model # 4YCC3042B1096A
Serial # 121511038L |

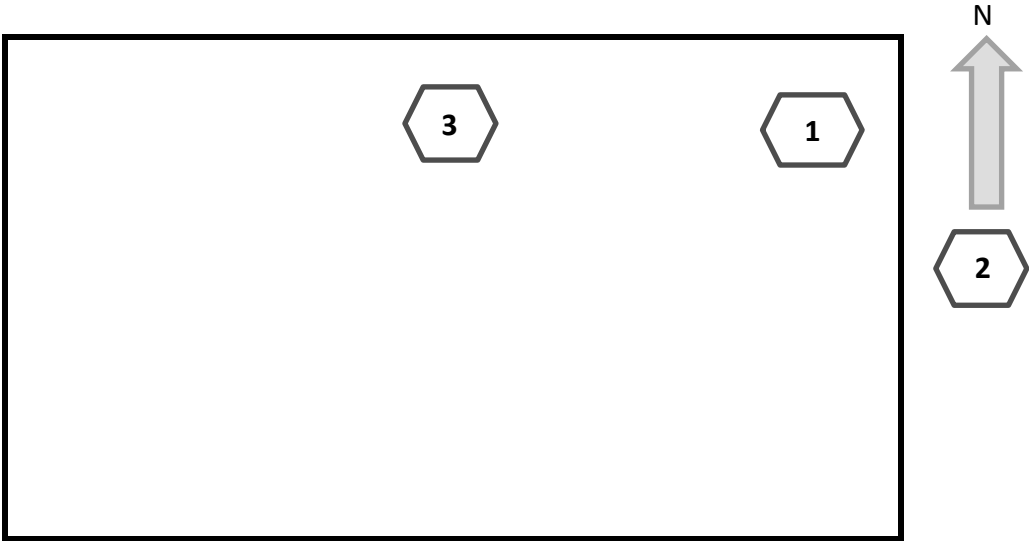
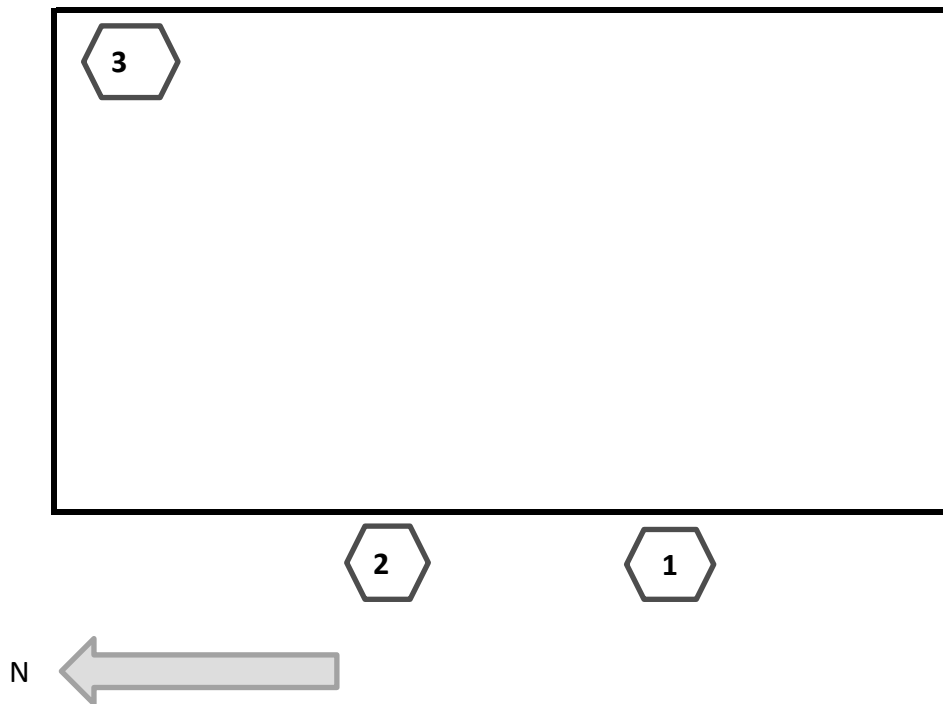


EXHIBIT "A6"
TOWN OF PARADISE
Public Works Corporation Yard
133 American Way
HVAC Unit Identification and Locations
2013

- | | | |
|----|-----------------------------|--|
| 1. | Amana Window unit | Model # AAH123A35MA |
| 2. | Amcor Window Mount Dual Pac | Model # 214ARL62 |
| 3. | Reznor Heater | Model # F165
Serial # ANI65M7L48049 |



TOWN OF PARADISE

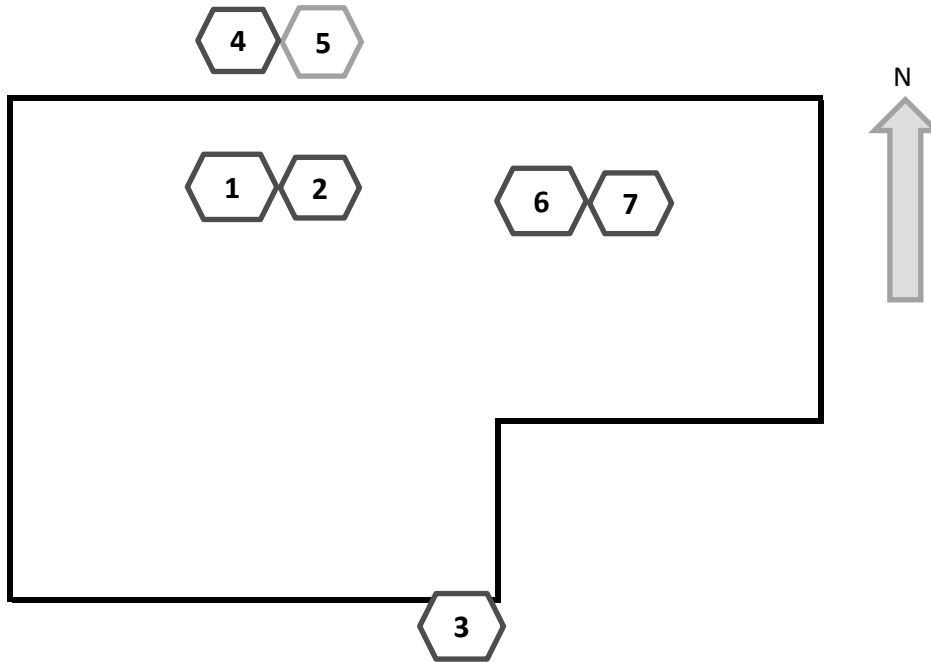
Fire Station 81

767 Birch Street

HVAC Unit Identification and Locations

2013

- | | |
|----------------------------------|---|
| 1. Day & Nite Plus 90
Furnace | Model # 398AAW048100ACBA
Serial # 1385A44693 |
| 2. Day & Nite Plus 90
Furnace | Model # 398AAW048100ACBA
Serial # 4084A06785 |
| 3. Amana Window A/C | Model # unknown
Serial # unknown |
| 4. Carrier A/C Condenser | Model # 38CKBO42300
Serial # 30962E3795 |
| 5. Carrier A/C Condenser | Model # 567GJ048
Serial # 4085A44107 |
| 6. Reznor Heater | Model # F75E
Serial # unknown |
| 7. Reznor Heater | Model # F75E
Serial # unknown |



TOWN OF PARADISE

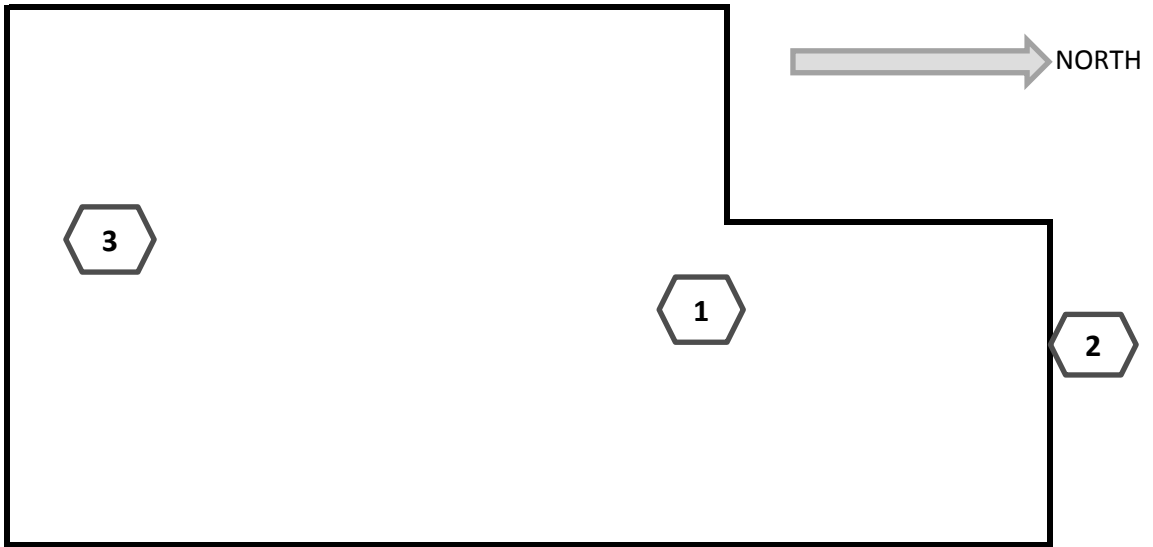
Fire Station 82

5545 South Libby

HVAC Unit Identification and Locations

2013

- | | |
|---|---|
| 1. York Dual Pac | Model # DINA036N05606C
Serial # NGGM094754 |
| 2. Electred Ray Vec Wall Heater
Electric | Model # RA16
Serial # 540 |
| 3. Reznor Heater | Model # XA100
Serial # PL818L642 |



TOWN OF PARADISE

Fire Station 83

1250 Wagstaff Road

HVAC Unit Identification and Locations

2013

- | | |
|---------------------------------|---|
| 1. Bryant Furnace | Model # CNPHF3617ACAABAA
Serial # 3308X18710 |
| 2. Bryant Condenser
Electric | Model # 165ANA036 - B
Serial # 1809E02826 |
| 3. Reznor Heater | Model # F75E
Serial # ANLGGM4N75117 |



TOWN OF PARADISE

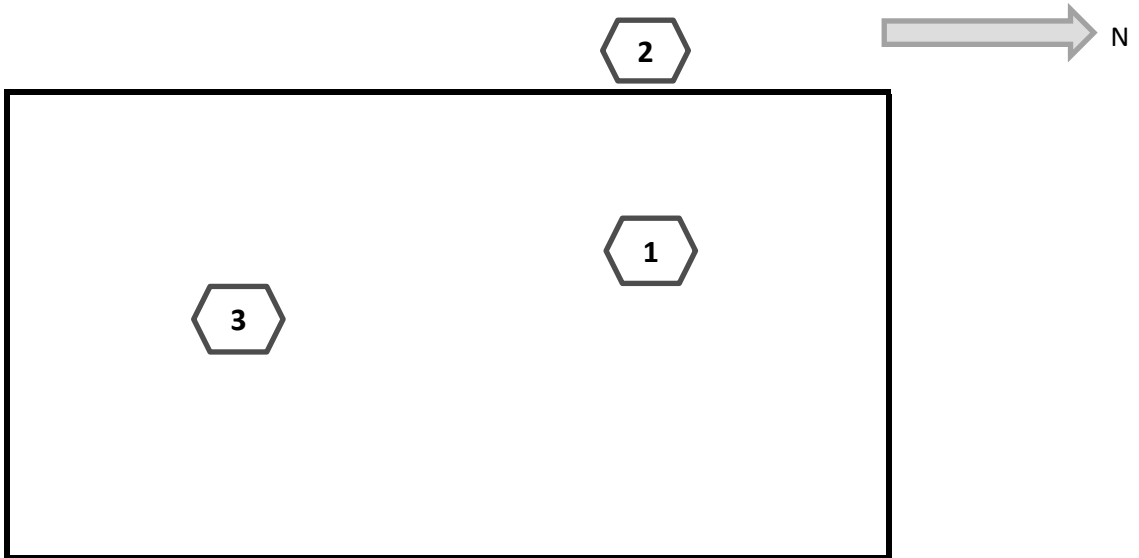
IT/Help 4 People

5533 Skyway

HVAC Unit Identification and Locations

2013

- | | |
|---------------------------|--|
| 1. Westinghouse | Model # FGUF060EA
Serial # LJ 13423 |
| 2. Westinghouse Condenser | Model # SS036CCW
Serial # unknown |
| 3. Window A/C Unit | Model # F75E
Serial # ANLGGM4N75117 |



TOWN OF PARADISE

Community Park Depot
5570 Black Olive Drive

HVAC Unit Identification and Locations 2013

- | | |
|-------------------|--|
| 1. Payne Dua Pac | Model # 585EP042075
Serial # 1083C77020 |
| 2. Payne Dual Pac | Model # 585EP042075
Serial # 168309697 |

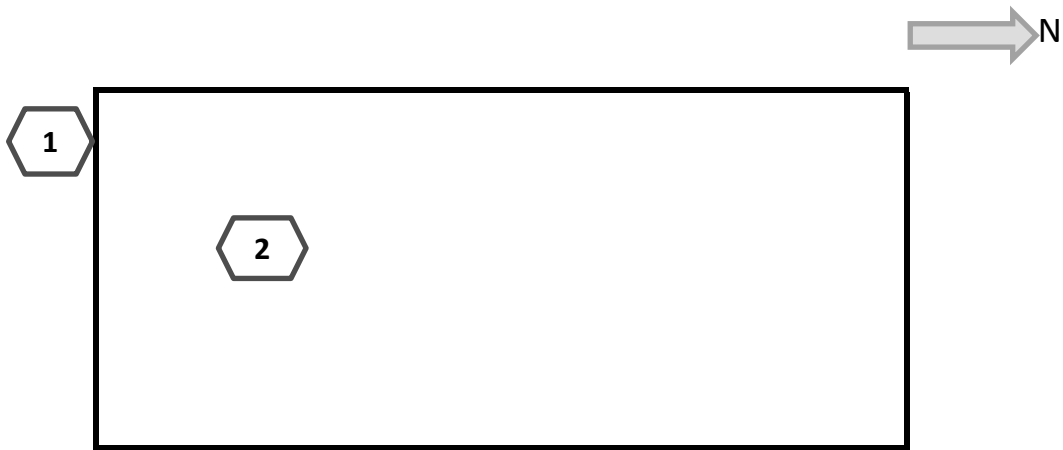


EXHIBIT “B”

**HVAC SERVICES
WORK SPECIFICATIONS**

**Exhibit “B”
Town of Paradise
Work Specifications
Contract HVAC Services**

HVAC Units

The contractor shall inspect, clean and service each heating and air conditioning unit 12 months from the date of the contract and again 24 months from the contract date. The inspection, cleaning and servicing shall include all equipment listed in Exhibit A.

1. Cleaning of HVAC Units

Each HVAC unit will be cleaned on the exterior and interior of the unit one (1) time each 12 months of the contract.

- a. Each HVAC unit will be cleaned on the exterior cover and exterior grillwork cleaned and sanitized one (1) time each year of the contract.
- b. Each HVAC unit will be cleaned on the interior of the unit using the access panel to reach and clean. Cleaning to include internal cleaning coils, heat exchangers, blower wheels and sanitizing unit.
- c. Any damage to the HVAC units by the contractor providing the cleaning will be repaired or replaced by the contractor at contractor’s expense.

2. Filter Change of HVAC Units

- a. HVAC filters shall be replaced on all equipment with medical grade air filters and sprayed with antibacterial spray every three months during the contract period.
- b. Filters requiring cleaning shall be steam cleaned and installed every three-month during the contract period.
- c. The contractor shall supply all required material to perform work under contract.
- d. Any damage to the HVAC units by the contractor providing filter change shall be repaired or replaced by the contractor at contractor’s expense.

3. Service of HVAC Units

The contractor shall inspect and service each HVAC unit to insure that the unit is operating efficiently and safely. This service is to be performed one time each 12 months of the contract period.

a. Service of the units shall include:

- 1) Lubricate fan motors
- 2) Check fan belt
- 3) Tighten electrical connections
- 4) Check burners for proper fuel air mixture
- 5) Check combustion chamber
- 6) Check pilots
- 7) Check thermostat
- 8) Check system operation
- 9) Carbon monoxide test

b. The contractor shall supply all required equipment and materials for the work under the contract.

c. Any damage to the HVAC units by the contractor providing this service shall be repaired or replaced by the contractor at contractor's expense.

4. Inventory of HVAC Units

The contractor shall provide the Town with an updated inventory list of units 4 months prior to contract ending date. Inventory shall include Make, Model, Serial number and mapped location of unit similar to that shown on exhibits A-1 through A-11.

**EXHIBIT “C”
HVAC SERVICES
INSURANCE REQUIREMENTS FOR CONTRACTOR**

Contractor shall procure and maintain for 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 Contractor, his, her, or its agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers’ Compensation Insurance as required by the State of California and Employer’s Liability Insurance.
4. Builder’s Risk (Course of Construction Insurance).

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- General Liability: \$1,000,000 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.
- Automobile Liability: \$1,000,000 per accident or bodily injury and property damage.
- Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.
- Builder’s Risk Insurance: Full replacement cost of project with no coinsurance penalty provision. (This may be waived for non-construction projects.)

Deductibles and Self-Insured Retentions

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

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

1. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, Contractor 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 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 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.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

Acceptance of Insurers

Insurance is to be placed with insurers admitted to do business in California with a current A.M. Best's rating of no less than A-VII unless otherwise acceptable to the Town.

Verification of Coverage

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 conform to Town 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.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of contract work.
3. If coverage is cancelled or non-renewed, and not placed with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of one (1) year after completion of contract work.

Waiver of Subrogation

Contractor shall waive rights of subrogation which 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, his, her, or its employees, agents and subcontractors.

HVAC SERVICE AGREEMENT

This Agreement, made and entered into this **September 16, 2013** by and between the TOWN OF PARADISE, a municipal corporation, hereinafter called "TOWN" and **Sierra Heating & Air Conditioning**, hereinafter called "CONTRACTOR."

WITNESSETH

WHEREAS, it is necessary for TOWN to contract for services relating to the maintenance and repair of its heating, ventilation, and air conditioning systems (HVAC) described on Exhibit "A" attached hereto, and;

WHEREAS, CONTRACTOR has agreed to provide the HVAC services to TOWN as set forth in Exhibits "A" and "B" attached hereto, and meet the provisions of Exhibit "C" (attached) regarding insurance requirements.

NOW, THEREFORE, it is hereby agreed between TOWN and CONTRACTOR as follows:

1. CONTRACTOR shall meet the requirements of TOWN to provide HVAC services and repairs for a two-year period commencing **September 16, 2013** through **September 15, 2015** in accordance with the following provisions:
 - a) CONTRACTOR shall inspect, clean and service each heating and air conditioning unit listed in Exhibit "A" in accordance with the work described in Exhibit "B".
 - b) CONTRACTOR shall provide any necessary repairs needed to the heating, ventilation and air conditioning systems of TOWN within one day of the initial service request from TOWN.
 - c) The service personnel of CONTRACTOR shall possess a current C-20 contractor's license issued by the State of California.
 - d) Within sixty (60) days from the date of this Agreement, CONTRACTOR shall provide to TOWN a written evaluation of the general condition; i.e. good, fair and/or poor of each heating, ventilation and air conditioning unit.
2. TOWN shall pay CONTRACTOR the following amount for the HVAC maintenance and repair services under this agreement:

- a) Material and labor to perform inspection and servicing of all HVAC units annually as well as material and labor to perform replacement of filters in HVAC units quarterly during the contract period shall annually cost of **\$3,656.00.**
- b) Hourly rate for any and all repair calls during the contract period: Each repair call shall be computed at an hourly rate of **\$70.00.**
3. This Agreement shall commence on **September 16, 2013** This Agreement may be terminated without cause by either party giving a thirty (30) day written notice to the other party, and by either party giving a three (3) day written notice to the other party, if the termination is for cause. In any event, this Agreement shall automatically terminate at the end of the two-year effective period on **September 15, 2015.**
4. The parties intend that CONTRACTOR in performing services herein specified shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR shall be free to contract for similar work to be performed for other employers while he, she or it is under contract with TOWN. CONTRACTOR is not entitled to participate in any of the benefits that TOWN provides for its employees.
5. CONTRACTOR shall indemnify, defend and hold TOWN, its officers, boards and commissions and members thereof, its employees, volunteers and agents harmless of and free from any and all claims, lawsuits and liabilities which may arise out of Contractor's negligence, acts or omissions relating to this AGREEMENT. Should TOWN or any of its officers, boards and commissions, and members thereof, its employees, volunteers or agents, be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same may be groundless or not, arising out of or relating to this AGREEMENT, CONTRACTOR shall defend TOWN and said officers, boards and commissions and members thereof, its employees, volunteers and agents, and shall indemnify them for any judgment rendered against them of any sums paid out in settlement or otherwise.
6. CONTRACTOR shall provide to TOWN evidence of commercial liability and property damage insurance as defined in Exhibit "C".
7. CONTRACTOR shall not assign this Agreement without the prior written consent of TOWN.
8. This Agreement may be modified only by a written agreement between the parties.
9. This is an integrated Agreement which contains the complete understanding between the parties.

IN WITNESS WHEREOF, the parties hereto have hereunder affixed their hands and seals the day and year first above written.

TOWN OF PARADISE

Contractor

Lauren Gill, Town Manager

Contractor

ATTESTED TO

Joanna Gutierrez, Town Clerk

APPROVED AS TO FORM

Dwight L. Moore, Town Attorney

PROPOSED CONTRACT

Request for Proposals/Bids

Town of Paradise Work Specifications Contract HVAC Services

All qualified and interested parties are invited to submit proposals for the opportunity to service and repair the heating, ventilation, and air conditioning system of the Town of Paradise under the following parameters:

The contract shall be for a two-year period commencing on **September 16, 2013**.

1. The contractor shall inspect, clean and service each heating and air conditioning unit 12 months from the date of the contract and again 24 months from the contract date per Exhibit "B".
2. HVAC inspection, cleaning and servicing shall include all equipment listed in Exhibit A.
3. The selected proposer shall agree to provide any necessary repair need of the Town within one business day of the initial service request.
4. The selected proposer must enter into an agreement with the Town whereby the contractor will hold the Town harmless from any liabilities which might arise out of the agreement and shall comply with the insurance provisions in Exhibit "C".
5. Proposers shall possess a current contractor's license issued by the State of California, C-20. Proposers shall have at least 2 consecutive years of experience providing HVAC services and shall provide three references.
6. The contract may be canceled by either party upon giving thirty (30) days written notice.
7. The proposer will separately quote the fixed cost of the annual inspection program and the hourly rate for any repair calls made during the contract period.

A. Cleaning of HVAC Units

Each HVAC unit will be cleaned on the exterior and interior of the unit one (1) time each 12 months of the contract.

- a. Each HVAC unit will be cleaned on the exterior cover and exterior grillwork cleaned and sanitized one (1) time each year of the contract.
- b. Each HVAC unit will be cleaned on the interior of the unit using the access panel to reach and clean. Cleaning to include internal cleaning coils, heat exchangers, blower wheels and sanitizing unit.

- c. Any damage to the HVAC units by the contractor providing the cleaning will be repaired or replaced by the contractor at contractor's expense.

B. Filter Change of HVAC Units

- a. HVAC filters shall be replaced on all equipment with medical grade air filters and sprayed with antibacterial spray every three months during the contract period.
- b. Filters requiring cleaning shall be steam cleaned and installed every three-month during the contract period.
- c. The selected proposer shall supply all required material to perform work under contract.
- d. Any damage to the HVAC units by the contractor providing filter change shall be repaired or replaced by the contractor at contractor's expense.

C. Service of HVAC Units

The selected proposer shall inspect and service each HVAC unit to insure that the unit is operating efficiently and safely. This service is to be performed one time each 12 months of the contract period.

- a. Service of the units shall include:
 - 1) Lubricate fan motors
 - 2) Check fan belt
 - 3) Tighten electrical connections
 - 4) Check burners for proper fuel air mixture
 - 5) Check combustion chamber
 - 6) Check pilots
 - 7) Check thermostat
 - 8) Check system operation
 - 9) Carbon monoxide test
- b. The selected proposer shall supply all required equipment and materials for the work under the contract.
- c. Any damage to the HVAC units by the selected proposer shall be repaired or replaced by the contractor at the contractor's expense.

**Town of Paradise
HVAC Service
Proposal Form**

Service	Rate
Annual Inspection/Program Cost	\$
Repair calls (per hour)	\$

Commercial References:

- 1)
- 2)
- 3)

Submitted by:

Signature

Date

Business Name/Address/Phone Number:

Business Name:

Address:

Telephone Number:

Lic. #:



**Town of Paradise
Council Agenda Summary
Date: September 10, 2013**

Agenda Item: 3(f)

Originated by: Gina S. Will, Finance Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: New World Systems Software Maintenance Agreement

Council Action Requested:

Authorize the Town Manager to execute the five year Standard Software Maintenance Agreement with New World Systems; or

Alternatives:

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

Background:

In September 2005, the Town entered into an agreement with New World Systems for the purchase and implementation of the Logos finance system. The Town has spent well over \$200,000 for software, implementation costs and staff time to fully implement the suite of Logos accounting solutions. After a rough start, the Logos Payroll and Human Resources Suite was fully reimplemented in July 2012. New World sent their implementation specialists to Paradise for several months leading up to the reimplementation at no cost to the Town. New World and Town staff worked on troubleshooting and setup for months perfecting the system prior to payroll "go live". Currently staff is satisfied and is utilizing all of the following functions of Logos:

General Ledger	Budget
Accounts Payable	Misc. Billing and Receivables
Payroll and Human Resources	Purchasing
Project Accounting	Bank Reconciliation

Discussion:

The Standard Software Maintenance Agreement includes the following services:

1. Upgrades, including new releases
2. Fixes to licensed software
3. Revisions to licensed documentation
4. Reasonable telephone support for licensed software
5. Invitation to and participation in user group meetings

Since the original purchase, the annual maintenance agreement has increased from 5.3% to 9.4% and average of 6.84%. The five year Standard Software Maintenance Agreement

proposed caps the increases to 5% per year.

As the software is currently performing well and it would cost at least \$250,000 to purchase and implement a new finance system, staff recommends the approval of the maintenance agreement and continued investment of time and resources into the New World System at least for the next five years.

Fiscal Impact Analysis:

Approval of the proposed agreement will save the General Fund \$2,559 for 2013/14.

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (**New World**) and **Paradise, CA** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) 10/1/13 to (end date) 9/30/18.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below). Software fixes will be delivered electronically.
- (c) Revisions to Licensed Documentation. Documentation will be delivered electronically.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

<u>Application Package</u>	<u>Number of Modules</u>
1. Logos® Financial Management Suite	8
2. Logos® Payroll & Human Resources Suite	4

**ANNUAL
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
10/1/2013 to 9/30/2014	\$35,104	9/15/2013
10/1/2014 to 9/30/2015	\$36,859	9/15/2014
10/1/2015 to 9/30/2016	\$38,702	9/15/2015
10/1/2016 to 9/30/2017	\$40,637	9/15/2016
10/1/2017 to 9/30/2018	\$42,669	9/15/2017

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Paradise, CA

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: _____

Title: _____

Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Paradise, CA

Licensed Application Software

At August, 2013

1. Logos® Financial Management Base Suite .NET

- Financial Management Base Suite .NET
- Purchasing Base.NET
- Add'l FM Standard Users.NET
- Project Accounting .NET
- Financial Management Report Writer .NET
- Asset Management .NET
- Misc. Billing & Receivables .NET
- Bank Reconciliation NET

2. Logos® Human Resources Mgt. Base Suite .NET

- Human Resources Mgt. Base Suite .NET
- Position Control .NET
- Position Budgeting .NET
- Employee Event Tracking .Net

ADDENDUM TO
NEW WORLD SYSTEMS
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Addendum is to the Software Maintenance Agreement (Agreement) between New World Systems Corporation (New World) and Paradise, CA (Customer).

1. Notwithstanding any other provision in the Agreement, if the Agreement results in litigation between New World and Customer, the prevailing party shall be paid reasonable attorney's fees from the losing party. Butte County Superior Court of the State of California shall have sole jurisdiction of any court action relating to the Agreement.

Customer: Paradise, CA

New World Systems Corporation

By: _____
Lauren M. Gill, Town Manager

By: _____

Date: _____, 2013

Date: _____, 2013



**Town of Paradise
Council Agenda Summary
Date: September 10, 2013**

Agenda Item: 5a

Originated by: Colette Curtis, Administrative Analyst

Reviewed by: Lauren Gill, Town Manager

Subject: Public Hearing – 2012-2013 Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant Program

Council Action Requested:

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

Background:

At the conclusion of each program year, the regulations that govern the Community Development Block Grant (CDBG) Program require the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER outlines CDBG program accomplishments and expenditures, as well as providing an evaluation of the town's progress toward meeting its community development goals and objectives.

The report covers activities, regardless of the year in which it was funded, that are still open and active. This CAPER covers activities in the 2004-2013 program years. A copy of the *draft* CAPER is attached for your review and approval. Any comments received during the hearing will be incorporated into the final document prior to its submittal to HUD regional office.

Fiscal Impact Analysis:

The completion of the report does not require an additional expenditure. Staff time is covered by Community Development Block Grant Program funds. General Fund expenditure is not required. However, failure to complete the report could jeopardize future CDBG funding.



Town of Paradise, California

THIRD PROGRAM YEAR CAPER

(July 1, 2012 through June 30, 2013)

GENERAL

Executive Summary

The Consolidated Annual Performance and Evaluation Report (CAPER) covers the program year beginning July 1, 2012 and ending June 30, 2013. The Town received \$157,861 in Community Development Block Grant funds for the 2012-2013 program year. The funds were allocated in compliance with the 2012-2013 Annual Action Plan as approved by the Paradise Town Council. The activities funded in the 2012-2013 program year were:

- Public Services\$20,000
- Housing Assistance.....\$60,000
- Planning and General Administration.....\$31,572
- Public Facilities.....\$46,289

COMMUNITY ORGANIZATION FUNDING – PROGRAM YEAR 2012-2013

As a part of the Community Development Block Group (CDBG) Annual Plan process, the Town has the option of allocating a maximum of 15% of its annual CDBG budget to fund eligible public services in the community. Council directed staff to establish a sub-committee consisting of two council representatives and two staff members to hold preliminary interviews with interested subrecipients. The purpose of the subcommittee was to meet with the subrecipients and make a formal recommendation to the Council for final approval.

In accordance with HUD regulations, a notice was published in the newspaper announcing that funding would be available. Notices were placed at the Family Resource Center, the Senior Center, and the Library, and in the Chamber e-newsletter. As a courtesy, notices were also sent to prior year subrecipients, as well as to agencies that called for applications. Seven organizations responded to the request for funding proposals by submitting a formal application, and were eligible for the interview. The subcommittee, consisting of Council members Culleton and Titus, along with the Director of Business and Housing Services and the Administrative Analyst for the division, met with each of the applicants on April 2, 2012.

In forming its recommendation, the committee discussed the current economic downturn and its effect on non-profit organizations, especially those that provide vital services that assist individuals and families in crisis. Although all of the organizations were deserving, the Town's allotment was much smaller than the requests for funding. This is a major factor in the discrepancy between the number of proposed vs. actual accomplishments. The committee was faced with a tough decision and decided to focus on emergency and vital services that assist individuals and families in crisis, especially those badly affected by the economy.

Applicant Name:	Request Amount:	Proposed Program	Sub-committee Recommendation	Council Recommendation
Catalyst	\$10,000	Provides services to meet the needs of domestic violence victims and children, provide shelters, hotlines, counseling, restraining orders.	\$5,000	\$5,000
Boys & Girls Club	\$10,178	Implementation of "mini labs" at four locations. Each lab will be comprised of three computer workstations and staff will facilitate technology and learning programs.	\$0	\$0
Peg Taylor Center	\$5,000	Services for physically & developmentally challenged residents, and services for senior population	\$2,500	\$2,500
Community Housing and Credit Counseling	\$7,000	Educate low/moderate income families and individuals in the areas of first time home ownership, rental and finance management.	\$0	\$0
Salvation Army	\$2,500	Provide temporary or transitional shelter assistance to low income Ridge residents via motel vouchers.	\$2,500	\$2,500
Youth for Change	\$8,000	Assistance to low income families to pay for emergency needs and bills.	\$8,000	\$8,000
STRIVE	\$2,000	Support for individuals with disabilities.	\$2,000	\$2,000
TOTAL	\$48,678	Funding available: \$20,000	\$20,000	\$20,000



Peg Taylor Center- the Peg Taylor Center for Adult Day Health Care has a 20+ year history of helping both younger and older adults with disabling health conditions to stay independent and in better health.



Catalyst Domestic Violence Services-Prevent and reduce the incidence of domestic violence in Butte County by intervening in the cycle of violence through crisis intervention services and community education.



Youth for Change- The programs utilize a strength-centered approach, which draws upon community resources to meet the needs of families and children. Program emphasis is on treating the whole child with the goal of family reunification. Assistance was provided to low income families to pay for emergency needs and bills.



Salvation Army provides temporary shelter for individuals and families in times of extreme need. CDGB funds are used to pay for the motel rooms provided in emergency situations for individuals and families with nowhere else to go.



STRIVE- Support for adult individuals with disabilities, providing a social environment for them to interact at St. Nicholas Episcopal Church and Grange Hall.

Housing Programs

During the 2012-2013 year, approximately \$40,000 was spent on mortgage assistance and owner-occupied housing rehabilitation programs. This amount includes all funding sources, including revolving fund and program income accounts. The Town's current housing program funded by primarily by CDBG and HOME funds is very successful and crucial to the Town's low/mod income residents, and the Town's stock of affordable housing opportunities available to low/mod income residents.

Public Facilities

The Town of Paradise provided \$350,000 of CDBG funds for the construction of a wastewater system serving Paradise Community Village, a 35-unit rental housing development, which is occupied by low and very low income residents. This project was completed in FY12-13. Decent, safe and affordable housing is difficult to provide in Paradise because of the high cost of wastewater disposal. The Town has no wastewater treatment facility and every lot must be able to support an onsite septic treatment and disposal system. This drives up the cost of affordable housing considerably. The units at Paradise Community Village are managed by an onsite resident manager and there are services and programs available for residents. The Town partnered with the Community Housing Improvement program (CHIP) who has a reputation and long-standing record for building and maintaining quality affordable housing units. The facility is now open and renting up with full occupancy expected by October 2013.



Managing the Process

The Community Development Block Grant Program is an integral component of the Town's housing and community development strategy. To ensure that Community Development Block Grant funds are used to benefit the highest number of income eligible households and to coordinate the CDBG Program with other federal, state and local programs, management responsibility has been assigned to the Business and Housing Services Division which is under the purview and direction of the Town Manager.

The Business and Housing Services Division was initially formed in 1994, the first year the Town of Paradise received Community Development Block Grant funds. The Division provides daily program management, oversight, and long range planning and coordination with other non-profits and other public agencies that provide services to low income individuals and families in the community. Specifically, the Division staff manages the housing programs to ensure compliance with program regulations, including income eligibility, the sub-recipient program to ensure eligibility and regulatory compliance; and public facilities projects to make certain that the program meets national objectives and compliance with program regulations.

In addition to staff's responsibilities for program management, the Paradise Town Council is directly involved in the development and adoption of the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report. The Council makes the final selection of sub-recipient organizations and decides the final allocation of CDBG funds. Citizen involvement is inherent in the development and implementation plan process as oversight of the program. The Annual Action Plan

and the Consolidated Annual Performance and Evaluation Report are available for public review and comment during the respective comment periods. The Town Council, following noticed public hearings, enacts final adoption of each.

Lastly, the Town's independent auditing firm monitors all federal and state funded programs for compliance in accordance with the requirements of the Single Audit Act. The results of the audit are filed with the federal and state agencies, as required by the various funding agencies.

Citizen Participation

The following Public Notice was published in the Paradise Post, a newspaper of general circulation in the Town of Paradise on August 17th, 2013.

TOWN OF PARADISE PUBLIC NOTICE OF THE 2012-2013 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

The Town of Paradise seeks public comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG). The CAPER, prepared for the U.S. Dept of Housing & Urban Development (HUD), reports on specific federal housing assistance/community development activities that occurred during the July 1st, 2012 - June 30th, 2013 program year.

Copies of the draft CAPER are available for public review at: Town Hall (5555 Skyway), Family Resource Center (6249 Skyway), Butte County Library (5922 Clark Road), the Paradise Senior Center (877 Nunneley Road) and the Town's website (townofparadise.com.) These locations are known to be accessible to persons with disabilities; to persons of low/moderate income, as well as to citizens-at-large who may be interested in participating through public commentary.

Written and/or verbal comments will be accepted during the 15-day public notice period beginning August 20, 2013. Comments can also be made at one of two public hearings on September 10th at 3:00 p.m. and again at 6:00 p.m., during the regular Paradise Town Council meeting (or as soon thereafter as possible) at Town Hall. Comments received at the meetings will be included in the report. If you challenge any issues stated above in court, you may be limited to raising only those issues raised at said public hearing, or in written correspondence delivered to the Town Manager at, or prior to, the public hearing.

For information or to submit comments, contact Colette Curtis at 530-872-6291 x-112. For special accommodations, call 48 hours in advance of the meeting. TDD users call CA Relay Service TDD Access #1-800-735-2929.

Institutional Structure

The Town Institutional Structure is as follows:

A five member Town Council holds public hearings on Consolidated Plan, Annual Plans and CAPER reports and approves funding for Public Service Agencies

The Town of Paradise, Business and Housing Services staff provides the main administrative and project management duties over the CDBG program. The BHS Staff is under the management of the Town Manager. Staff prepares the Consolidated Plan, Annual Plans and Consolidated Annual Performance Evaluation Reports (CAPER) for each CDBG program year. The oversight of the CDBG program is provided by the Town Manager. All reports and plans are reviewed by Council before submitted to HUD.

The Town works closely with non-profit organizations in the area that provide specific programs to the citizens of Paradise. These organizations provide services to very low-, low- and moderate-income residents, including the frail and elderly, mentally disabled, physically disabled, homeless, and at-risk youth. These organizations submit funding requests to the Town to qualify for money that comes out of the Community Needs Category. As required by HUD, 15% of annual funding is set-aside for these organizations.

The Town is also focused on collaboration between government agencies; community needs organizations, and local businesses. Community stakeholder meetings give Butte County service organizations an opportunity to submit input regarding the populations these organizations serve, their current and future needs, challenges and successes. The following are some of the organizations we are involved with: Family Resource Center, Youth for Change, Project Vision, Loaves and Fishes Food Ministry, STRIVE, Peg Taylor Center for Adult Day Health Care, Legal Services of Northern California, Community Housing Improvement Program and Community Housing Credit Counseling Center, Boys and Girls Club of the North Valley, Passages, CCSP Torres Community Shelter, Paradise Center for Tolerance and Nonviolence, Salvation Army-Paradise Center, Paradise Meals on Wheels, and the Work Training Center.

Program Monitoring

The Town follows the procedures adopted in the Code of Federal Regulations, created by the Office of the Assistant Secretary of Community Planning and Development that pertain to Community Development programs are contained within Part 570 for CDBG entitlement communities. Once applications for grant funding are received and reviewed by staff, they go through a competitive review process and recommendations are decided by a funding committee and forwarded to the Town Council for final approval. After funding decisions are made, organizations are required to sign a contract with the Town outlining the rules and regulations of public service funds. They are required to submit the required documents and reference material related to grant funding. These organizations are required to report quarterly to the town and also provide an end of year report which is reviewed and input into IDIS for yearly accomplishments at the close of the program year. Organizations are audited and staff performs site visits on a yearly basis. If organizations are not submitting reports on-time or are unable to follow through with program requirements, staff will monitor the organizations to make sure that HUD regulations are being met, or funding is relinquished. At the end of each funding year, staff reviews the accomplishments of community service agencies to determine their ability to serve the residents of Paradise and meet the program requirements.

The Town also follows all applicable program requirements, regarding housing projects and lead-based paint standards. Housing applicants are reviewed thoroughly by staff to ensure they have met all eligibility requirements. This may include verification of employment, assets, banking, credit reports and income tax information. Site inspections are utilized to ensure that the housing; whether a

purchase or rehabilitation complies with safety and health requirements of the programs. Recipients are verified annually through utility billing verification to ensure owner occupancy of the property.

The Town of Paradise Consolidated Plan outlines a 5-year housing and community development strategy focused on developing Paradise as a viable community by providing decent housing, a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons. The plan, which sets the goals and objectives for the Community Development Block Grant (CDBG), is in effect from 2010-2015.

The mission of the Strategic Plan is to develop a working document that guides a five year planning process that identifies the needs of the community and then prioritizes available funding in order to plan and prepare for meeting the needs identified in the process. By identifying current needs of our residents, the town is then able to determine the future needs and funding priorities that will help close these gaps to help make Paradise a better community.

This document also evaluates the past performance during the last five years that the Town administered its CDBG program. CDBG funding is an important part of the town's overall strategy to promote a viable community and to help provide decent, safe, and affordable housing.

Goals for the 2010-2015 Consolidated Plan:

1. Improve the condition of the community's housing supply.
2. Improve the community's economic condition.
3. Improve the community's well-being by participating with residents and local stakeholders in community building efforts.

Specific Objectives for the 2010-2015 Consolidated Plan:

1. Provide opportunities that expand the employment base for the Town.
2. Provide programs/projects that allow opportunities for increased jobs.
3. Provide 36 affordable rental housing units
4. Rehabilitation/repairs of 5 low-income, owner-occupied homes
5. Mortgage assistance or 5 low-income first-time homebuyers
6. Improve streets, road, parking, traffic circulation in the downtown, which encompasses a HUD identified low-income neighborhood, to allow for business-owners to better provide goods/services.
7. Provide funding opportunities to non-profits and agencies serving low income residents and residents with special needs.
8. Provide education and improved transportation for those services mentioned above.

9. Provide recreational opportunities for at-risk youth and low-income/disadvantaged children.
10. Infrastructure that will improve the opportunities for businesses to prosper.
11. Improve pedestrian safety, especially projects that provide opportunities for children to travel safety throughout the community and in their respective neighborhoods.

The planning and public participation process which is such an integral component of the Community Development Block Grant Program has been useful in identifying a multitude of community needs. The process has provided a means to express those needs, but more importantly, it has fostered a cooperative relationship between the town government, community based organizations, and residents. As with most communities, the needs far outweigh the resources available to confront and resolve those situations. However, as illustrated in the Priority Needs table, the CDBG Program has endeavored to place funding in those areas of high need. The luxury of funding medium or low priority activities is not one that the town can afford.

The program has identified and funded housing programs, public parks projects, and supported activities for a variety of non-profit organizations. Those efforts have achieved results both in the field and in the town's ability to secure additional public and private sector funding to support those programs.

The town's barriers to even greater program success are, most likely, the same as those experienced by any other American city. Resources – money and staff – are the limiting factors that negatively influence the town's ability to reach its goals.

The Town of Paradise funds only programs and/or projects that principally benefit low and moderate-income individuals and families, or benefit a HUD identified low and moderate-income neighborhood, of which the town has three.

The Town of Paradise did not conduct any activities that resulted in the relocation of tenants and/or homeowners during the program year. The town makes every effort to accomplish its goals and objectives without displacing our residents and businesses.

The Town stays below the one-1/2 times grant amount cap on unspent funds. Expenditures do not differ substantially from letter of credit disbursements because the Town operates its CDBG Program on a reimbursement basis.

While the Community Development Block Grant Program is charged with reversing the symptoms of a declining community, staff understands that doing so is more than just good planning and implementation. Obstacles must be overcome in order to eliminate the needs of an under-served population and reverse decades of community deterioration. CDBG funding goes a long way towards meeting the needs of the underserved and low/moderate income families in the Town.

In other cases, the obstacle is one resulting from a market economy, such as what happened with the Town's rapidly escalating mortgage crisis. The housing down-turn has steadied housing prices and has left more houses on the market because individuals are concerned about the rising prices of fuel, energy and food.

Homes eligible for the HOME-funded mortgage assistance program must not only be affordable to income-eligible buyers, but they must also be in “FHA loanable” condition. Lower priced homes do not meet these and other requirements, resulting in a slump in first time homebuyer program activity.

Lead-based Paint

The Town of Paradise manages owner-occupied residential rehabilitation programs and mortgage subsidy programs for first time homebuyers. These programs are funded under a HOME grant from the California Department of Housing and Community Development (HCD). The HCD funded HOME program requires that lead clearances be obtained for both the residential rehabilitation and mortgage subsidy programs.

HOUSING

The Town of Paradise manages owner-occupied residential rehabilitation programs and mortgage subsidy program for first time homebuyers. The owner-occupied residential rehabilitation program offers low and moderate-income homeowners the opportunity to remain in housing that has been affordable to them, in some cases for over twenty years. The Town of Paradise is completely dependent on septic tanks and leach fields for the disposal of wastewater can pose a serious health/public health issue; as well as an affordability issue, given the extreme costs of replacing failed systems. Absent the Town’s assistance, these homeowners would not be able to afford the cost of home maintenance, deferred maintenance, and wastewater disposal system replacement. The challenge of coming up with the significant funds needed to cover these expenses is difficult.

Specific Housing Objectives

As stated in the Annual Action Plan, 10 households would be assisted during the program year. During the program year, a total of 3 low income households received assistance under the Town’s housing rehabilitation and first-time homebuyers programs. The recipients received assistance under the CDBG, HOME and CalHome programs.

Public Housing Strategy

The Housing Authority of Butte County administers a Section 8 rental-housing program in the Town of Paradise. The Housing Authority also owns a multi-family complex in town that rents a mixture of market and subsidized units. Although the Town has not been directly involved in the administration of either program, the Town and the Housing Authority maintain a close working relationship and assist one another whenever requested.

Barriers to Affordable Housing

The Town has identified the availability of properly priced housing as the principal barrier to affordable housing in the community. Over the past two decades, much of the newly constructed housing has been custom homes – a market segment not generally available to low and moderate-income households. Therefore, it is important to maintain the community’s housing stock that is affordable to low and moderate-income households. To do so, the Town provides a residential rehabilitation program for owner occupied housing, and a mortgage subsidy program to assist first time homebuyers.

The residential rehabilitation program allows low and moderate-income families to remain in a house that they can afford. The drop in the housing market has significantly increased the demand for mortgage subsidy assistance, and declining home prices have increased the number of available units.

HOME

The Town was awarded \$700,000 for the 2012 HOME Grant for owner occupied rehabilitation programs and first time homebuyer programs.

HOMELESS

Homeless Needs

The Town’s participation in meeting the needs of its homeless population is evolving. A coalition of service providers and concerned residents of both Paradise and the surrounding unincorporated area have formed a community-based task force. The task force is developing a plan of action to identify and address the extent of the homeless situation on the Ridge, the characteristics of the homeless population, resources available to confront the needs, and the responsible agencies that need to be involved in this effort.

The task force is using data collected from a January 2010 survey of the area’s homeless population. The homeless census and survey was completed and the count indicates that Paradise and adjacent unincorporated areas have 83 homeless individuals. The survey shows that many of the homeless are “couch surfers” and single-parent families living with friends and relatives. As such, a significant element of the homeless population may not meet the federal definition of “homeless”. While this does not diminish the need or the community’s commitment to confronting the issue, it does make funding programs to address the needs more difficult.

The Town of Paradise does not directly administer a transitional housing program. The Town and CDBG Program support the local women’s’ shelter and that shelter provides emergency and transitional housing.

The Town of Paradise did not seek funding under the SuperNOFA.

Specific Homeless Prevention Elements

The Town takes two approaches to homeless prevention. The first is our residential rehabilitation program. This program provides for the repair of items that threaten the homeowner's ability to remain in the home. The Town of Paradise is an un-sewered community, and as such relies on septic tanks and leach fields located on the homeowner's property to dispose of wastewater. A failed wastewater system can result in health and safety issues. Furthermore, many of the homes that are occupied by low and moderate-income residents were constructed on smaller lots that can no longer accommodate the disposal of wastewater. This generally results in the need to construct/install special and often technologically advanced systems. These systems can resolve the wastewater issue but they range in price from \$30,000 to \$60,000 – a cost that low and moderate-income residents cannot afford. The residential rehabilitation program makes it possible for these residents to remain in their homes.

The Town of Paradise also supports two community-based organizations that aid in the prevention of homelessness. The CDBG Program funds the Family Resource Center (Youth for Change). The Center's Family Support Program provides direct services and interventions to income eligible families with the goal of avoiding those catastrophic situations that often result in unemployment, delinquent rent payments, and homelessness.

The CDBG Program also funds Catalyst, a women's advocacy group that also provides emergency and transitional housing predominantly for abused women and their children. Services are also available for abused men. The emergency shelter provides an immediate safe harbor and time to recover and regroup from the abusive situation.

Emergency Shelter Grants (ESG)

The Town of Paradise does not receive ESG funding.

COMMUNITY DEVELOPMENT

The long standing success of the Community Development Block Grant Program is its ability to serve as a catalyst. This, or any other program, will never have funding in the amount needed to address all of the community's needs. However, community leaders have been successful in using the CDBG program to bring community needs to light, fund a demonstration project or a model program, and use the new found support and experience to garner even greater community support as well as new funding sources. This broad based community involvement ensures that the community's goals and objectives and the CDBG program's goals and objectives are not only consistent, but the means to address and resolve the needs are coordinated.

All of the Town's housing programs are available to income qualified households. In addition, the Town's HOME application for the construction of 36 affordable housing units includes a set aside of units for very low income tenants.

The Town of Paradise pursues all reasonable grant opportunities to fund a variety of housing and community development projects. Staff has been successful in obtaining federal and state funding.

All CDBG funds are used to meet national objectives.

The program endeavors to avoid displacing any residents, and in fact has not pursued activities that require relocation.

The program year's activities did not include a Low/Mod Job component.

Subrecipients are required to verify the income of their program participants.

The program did not receive program income during the program year.

Prior period adjustments, float-funded activities, lump sum activities, and neighborhood revitalization activities are not included in the Town's CDBG program.

Antipoverty Strategy

In general, the intent of the Town's economic development programs is the creation of living-wage jobs for local residents. Staff continually works with new businesses and existing businesses, with developers and entrepreneurs, and with local business associations to expand opportunities and strengthen the current state of the local economy; especially to attempt job creation for low/mod citizens

The CDBG Program also continues to fund the Family Resource Center's Family Support Program, which as previously mentioned works with families to avert catastrophic events and strengthen the skill sets needed to move out of poverty and into more stable family and economic situations.

NON-HOMELESS SPECIAL NEEDS

Non-homeless Special Needs

California's legal system is attempting to come to grips with the number of inmates incarcerated for substance related crimes. Many of those imprisoned for substance abuse are being granted an early release and treatment in group home settings. While our local treatment providers knew of the impending change, the sheer number of inmates released to these programs resulted in housing related issues.

Staff has been actively assisting the largest substance related treatment provider in the effort to expand the bed count in group home settings. Staff provided assistance with all aspects of land use, building, and wastewater disposal permits. Additionally, the Town provided a forum to discuss the multitude of issues resulting from this new approach to the treatment and rehabilitation of non-violent substance abuse offenders.

The issue is by no means resolved. The demand for beds has caused a near "gold rush" mentality. While staff will continue to work with service providers, it is the individuals who believe that they can set up a group home and offer meaningful, results-oriented rehabilitation that continues to cause a problem – not so much for the Town as an organization, but for the overall community and certainly those entering the programs. This situation will continue to be the principle non-homeless special needs issue for the foreseeable future, and staff will continue to play a part in its solution.

Specific HOPWA Objectives

The Town of Paradise does not administer a HOPWA program.



**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: September 10, 2013**

ORIGINATED BY: Gabriela Tazzari-Dineen, Chief of Police **AGENDA ITEM: 5b**

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: (1) Consider Proposed ordinance repealing Chapter 9.60 and adding a new Chapter 9.60 to the Paradise Municipal Code that will allow for more effective tracking, monitoring, and enforcement of false alarm related incidents;

(2) Conduct a public hearing to amend the master fee schedule to reflect changes to the alarm fee schedule; and,

(3) Authorize the Town Manager to cancel the current false alarm billing and tracking contract service with PM AM and enter into a contract with City Support for tracking and billing of false alarm incidents.

COUNCIL ACTION REQUESTED: Adopt a MOTION TO:

- (1) Waive the entire reading of proposed Town Ordinance No. ____ and approve reading by title only; AND
- (2) Introduce Town Ordinance No.____, An Ordinance repealing Paradise Municipal Code Chapter 9.60 and adding a new Chapter 9.60 relating to Alarms Systems, AND
- (3) Conduct a public hearing to consider adopting a Resolution of the Town Council of the Town of Paradise, amending the Master Fee Schedule to reflect rate changes to the Alarm fee schedule, AND
- (4) Authorize the Town Manager to cancel the current False Alarm billing and tracking contract service with PM AM, AND
- (5) Authorize the Town Manager to enter into a contract with City Support for tracking and billing of False Alarm incidents as approved by the Town Attorney.

BACKGROUND: In 2004 the Town adopted an Alarm System Ordinance to address residential and commercial alarm systems, registration, maintenance, false alarm fees, suspension of registration permits, appeal procedures, notices and penalties. Since the onset of the Alarm System Ordinance the Town has contracted with PM AM, formerly known as ATB Services.

DISCUSSION: Existing provisions of the Paradise Municipal Code have assisted the Town and the police department in dealing with alarm related calls for service and false alarm incidents. In recent months, a review of the Paradise Municipal Code has revealed insufficient regulatory standards for effective tracking, monitoring and enforcement of alarm related incidents.

Among other things, the proposed revisions in the new ordinance will ensure that the Alarm Providers register with the Town and notify the police department of any new alarm system installation. The ordinance will require residential and business alarm customers to register with the Town yearly and will hold them accountable for false alarms. The proposed alarm ordinance continues to provide alarm customers with some leeway for human error as it extends one free false alarm per year, and waives fines for not registering their alarm system if the registration is completed and paid within 10 days of notification. The ordinance also has a built in incentive for residential and commercial alarm users where their annual registration fee will be waived if they have no false alarms during the fiscal year.

If the ordinance is approved, the Master Fee Schedule will require amendments to section 9, False Alarms. The changes are based on the Town's new cost recovery matrix that is calculated to reflect the actual cost of providing the alarm related services, except in some cases, the fees are lower than the Town's actual cost.

In consideration of the proposed amendments to the ordinance and master fee schedule, staff set out to research False Alarm billing and tracking companies to include any potential new features offered by PMAM; the Town's current false alarm billing and tracking service provider.

The purpose of the research focused on providing better customer service through web based programs that would allow customers to pay and register online, incur little or no cost for online payment, and have options such as alarm school. In consideration to the Town's needs, the research included finding a company that offered little to no start up cost, had minimal in-house cost, allowed town staff to interact, amend, research and use the online service for reports and tracking, and would allow the Town to keep more of the cost recovery fees.

Staff researched four companies; Cry Wolf, City Support, PMAM, and EnablePoint. Staff spent considerable time having each company provide a web demonstration and then requested a service cost for In-House and Out-Source services.

The research revealed that it is more cost effective to out-source the alarm billing and tracking service rather than to purchase equipment, in some cases maintain and service the equipment, and use staff time to track, bill, and maintain the database in-house. With out-sourcing being the best option, staff then compared each new company against our current company PMAM. The comparison revealed that City Support (out-sourced) meets all of the goals set by Staff to include better customer service and no start up cost.

The main intent of the false alarm ordinance and associated fees is to reduce false alarm calls for service and to recover cost when appropriate. The yearly projected cost recovery using City Support versus our current provided PMAM is approximately five hundred dollars more per year.

Town Staff recommends that the Town Council approve the introduction of the proposed ordinance as presented, adopt the Resolution that reflects the Master Fee Schedule changes, authorize the Town Manager to cancel the current billing and tracking system contract with PMAM, and authorize the town to enter into a contract with City Support as the new billing and tracking service provider.

FINANCIAL IMPACT: Publication costs in the approximate amount \$190 (a one-page ordinance summary must be published twice) and an approximate cost of \$17 per page for codification of the ordinance. The General Fund will realize an increase of approximately \$500.00 a year.

AN ORDINANCE OF THE TOWN OF PARADISE REPEALING CHAPTER 9.60 OF THE PARADISE MUNICIPAL CODE AND ADDING A NEW CHAPTER 9.60 TO THE PARADISE MUNICIPAL CODE RELATING TO ALARM SYSTEMS

The Town Council of the Town of Paradise, State of California does **ordain as follows**:

SECTION 1. Chapter 9.60 of the Paradise Municipal Code is hereby repealed.

SECTION 2. A new Chapter 9.60 is hereby added to the Paradise Municipal Code to read:

CHAPTER 9.60
ALARM SYSTEMS

Sections:

- 9.60.010 Purpose
- 9.60.020 Definitions
- 9.60.030 Alarm System Registration Permit Required
- 9.60.040 Alarm Permit Registration
- 9.60.050 Alarm Provider Registration and License
- 9.60.060 Alarm Shut-Off Devices
- 9.60.070 Alarm Installation
- 9.60.080 Alarm Reporting
- 9.60.90 Alarm Activation at Premises Where an Alarm User Permit Has Not Been Issued
- 9.60.100 Reporting False Alarms – Fines and Penalties
- 9.60.110 False Alarm Fine(s) Appeal Process
- 9.60.120 Permit Revocation
- 9.60.130 Fines and Fees

9.60.010 Purpose.

The purpose of this chapter is to provide a permit and registration system with appropriate regulations to facilitate the reduction of false alarms, provide police response and administration, and to advance the proper use of alarm systems by alarm users.

9.60.020 Definitions.

- A. "Alarm User" means the owner, occupant, or person in control of premises where a security or medical alarm is maintained within the Town of Paradise, excluding public schools.
- B. "Alarm Provider" means any person or other entity, whose business, purpose, or function is to install, service, or monitor security or medical alarms.
- C. "Alarm System" means a device or assembly of equipment and devices arranged to signal the presence of a condition such as (1) a robbery, (2) a burglary, home or business invasion, or (3) a medical emergency which is intended to summon an emergency police response and/or emergency medical service. An alarm connected to equipment that alerts

an alarm system at a premise is included within this definition. In this section, the term “Alarm System” shall include but is not limited to the following: “automatic hold-up alarm system”, “burglar alarm system”, “intrusion alarm system”, “hold-up alarm system”, “panic alarm system”, and “personal emergency response system”. Excluded from this definition and regulation from this Section are persons who use alarm systems to alert or signal persons within the premises in which the alarm system is located, of an attempted, unauthorized intrusion or hold-up attempt. If such a system, however, employs an audible signal emitting sounds, flashing lights, smoke or beacon designed to signal persons outside of the premises; such a system shall be within the definition of “Alarm System” and shall be regulated by this section.

- D. “False Alarm” means any alarm that is activated intentionally or accidentally, or by system malfunction when there is no intrusion, fire, smoke, or medical emergency. The Town shall have full authority and discretion to determine those situations and/or circumstances that may constitute a false alarm based on the following:
 - 1. Error or mistake: Any action by any person or other entity owning or operating any dwelling, building, or place, or any action of an agent or employee thereof, which results in the activation of any alarm system when no emergency exists.
 - 2. Malfunction: Any unintentional activation of any alarm system caused by a mechanical malfunction, flaw in design, installation or maintenance of the system. Any activation caused by extraordinary violent conditions of nature, such as tornados, floods, or earthquakes, shall not be considered a malfunction.
 - 3. Intentional Misuse: Any intentional activation of an alarm system when no burglary, robbery, fire, or other emergency exists or is in progress.
 - 4. Alarms that are cancelled by the alarm company prior to a police officer being dispatched shall not be classified as a false alarm.
- E. “Principal” means the person or other entity whose premises are or will be protected by an alarm system. If the premise is leased, the principal shall be the person in possession or control of the protected premises, unless more than one tenant is served by a single alarm system, in which event, “principal”, shall mean the owner of the protected premises.
- F. “Protected Premises” shall mean the area, which is or will be covered by an alarm system.

9.60.030 Alarm System Permit Required

- A. It is unlawful for any person or other entity to use, own or lease an alarm system or to be in control of a premise wherein an alarm system is operated or maintained without having first obtained an alarm system permit from the Town of Paradise as provided in this chapter.
- B. It is unlawful for any person or other entity to use, own or lease an alarm system or to be in control of a premise wherein an alarm system is operated or maintained when an alarm system permit has been revoked.
- C. An alarm system permit shall be obtained for each separately addressed operating premises.
- D. An alarm system permit is valid for one fiscal year, July 1 to June 30, unless revoked.
- E. Each applicant for an alarm system permit shall file a written application containing the following with the Town Police Department together with the fee established by Town Council resolution:
 - 1. The full legal name, address, and telephone number of the applicant.
 - 2. The name, address, and telephone number of the premises where the alarm system is located.

3. The type of alarm system at the protected premises.
 4. A list of three persons, including their addresses and telephone numbers, who can be contacted and will respond to the premises in the event of an emergency or to reset or deactivate the alarm system, or who could contact the alarm user if the alarm user is not at the protected premises.
 5. The name(s), address, telephone number, and state license number of the person or company that installed the alarm system.
 6. The name, address and telephone number of the person or company that is responsible for the maintenance and repair of the alarm system, if applicable.
 7. The phone number and address of the alarm monitoring station.
- F. Incomplete applications shall be returned to the applicant. An alarm system permit will not be issued until the completed application is received and approval for the permit has been granted by the Police Department.
- G. An application for an alarm system permit shall be denied if:
1. The applicant has failed to pay false alarm fees required by this chapter for a different protected premises under the applicant's ownership or control.
 2. The applicant has failed to comply with any provisions of this chapter.
- H. The Town Police Department shall be responsible for processing and issuing alarm system permits.

9.60.040 Alarm Permit Registration.

- A. Prior to an installation of an alarm system, the alarm user shall obtain a permit and register the alarm system with the Town Police Department.
- B. The alarm user shall pay the Town an annual permit renewal registration fee for each premise where an alarm control panel in use. The annual permit fee shall be adopted by resolution of the Town Council.
- C. All alarm providers shall advise all alarm users with whom they do business that the alarm users must obtain an alarm system permit and register their alarm with the Town Police Department
- D. By June 30th of each fiscal year, all alarm users shall renew their alarm user permit and registration with the Town Police Department.
- E. No annual permit renewal fee shall be charged for an alarm system that has had no false alarms during the previous twelve (12) months. (July 1 – June 30)

9.60.050 Alarm provider registration and license.

- A. An alarm provider contracted to install, maintain and/or provide monitoring an alarm shall possess a valid California-issued alarm company license and be registered with the Town as an alarm system provider. The California alarm licensing requirements shall apply to alarms installed by the owner or occupant in his or her residence. Alarm providers who have an inordinate number of system revocations may have their company removed from the Town alarm installer/monitor registration role.
- B. Alarm providers shall pay the Town an annual business registration fee as established by Town Council resolution.
- C. By June 30th of each fiscal year, all alarm providers shall renew their business registrations with the Town Police Department.

9.60.060 Alarm shut-off devices.

- A. Alarm systems equipped with audible signals, e.g. bells, horns, sirens, shall be fitted with a shut-off device that automatically silences the audible signal within ten (10) minutes of activation.
- B. Alarm systems equipped with audible signals that are not fitted with an automatic shut-off device shall be subject to deactivation by representatives of the Town Police Department. The alarm user shall be subjected to a shut-off fee adopted by Town Council resolution, in addition to any false alarm fees, which may be associated with an emergency police or medical response.

9.60.070 Alarm Installation.

Alarm system installation shall comply with the following:

- 1. Upon completion of an alarm installation, the alarm provider shall thoroughly instruct the alarm user in the proper operation, testing, and maintenance of the system.
- 2. Use only dual action hold-up devices and eliminate using "1+" duress keypad coding and money clips.
- 3. Implement procedures to prevent or cancel exit/entry false alarms. (Extend delay times, enable delays before dialing, enable panel cancel code, etc.)
- 4. Alarm systems shall contain a battery back-up system in case of a power surge, loss of power due to storms or cut wires.
- 5. Alarm users and alarm providers shall assign access codes to premise users that are unique to the individual such as driver's license or social security numbers.
- 6. In commercial alarm application, the alarm user shall locate a phone designated for alarm verification adjacent to the alarm code access panel.

9.60.080 Alarm reporting by Alarm Providers.

- A. When reporting alarms to the police, fire, emergency medical dispatch center, the alarm providers shall indicate whether verification was made.
- B. Alarm provider shall immediately notify the police, fire, and/or emergency medical dispatch center of all verified alarm cancellations.
- C. No false alarm fee shall be charged if the alarm is cancelled prior to a Town police officer being dispatched to a call for service.
- D. Alarm providers shall provide the Town an alarm user list on a format designated by the Town Police Department. The alarm user list shall be submitted to the Town Police Department no later than the 15th day of the month for the prior month.

9.60.090 False alarm prohibited.

- A. Any person who knowingly or willfully initiates a false alarm shall be guilty of an infraction.

9.60.100 False alarms – fees.

For each false alarm, an alarm user shall be required to pay the Town the fee or fees established by Town Council resolution.

9.60.110 False alarm fees appeal process.

- A. The Town Police Department shall notify the alarm user, in writing and/or by e-mail of each instance wherein the Police Department has recorded a false alarm. The alarm user shall have the opportunity within fourteen (14) days from the date of the notification to submit a report for the purpose of showing cause as to whether circumstances exist to warrant voiding the false alarm recordation. The Police Department shall review the alarm user's report and/or meet with the alarm user and issue a written finding to the alarm user as to whether or not the false alarm record action will be voided.
- B. Documentation provided to the Police Department of maintenance or repair to the alarm system after the occurrence of a false alarm may be considered in determining whether or not to assess the false alarm fee. No more than one false alarm fee per fiscal year shall be waived due to malfunction, maintenance, equipment failure, or user error.
- C. Severe weather, power outages, transmission line malfunctions, malicious acts of person(s) not under the control of the alarm user, or any other cause clearly beyond the control of the alarm user may be considered in determining whether or not action will be taken against the alarm user as provided for in this ordinance.

9.60.120 Permit revocation.

- A. Any alarmed premises, which has six (6) or more false alarms within a fiscal year shall subject the alarm user to permit revocation as provided herein.
- B. If Town records show six (6) or more false alarms within a fiscal year for any alarmed premises:
 - 1. The Police Department shall notify the alarm user by certified mail or e-mail, that his or her alarm permit shall be revoked thirty (30) days from date of mailing or e-mailing. The alarm user shall have fourteen (14) days from the date of mailing or e-mail to submit a written report to the Police Department describing action taken or to be taken to identify and eliminate the cause of the false alarms, and to request that his or her alarm system permit be reinstated.
 - 2. If the alarm user submits a report requesting reinstatement of his or her alarm system permit, the Police Department shall determine if the action taken or to be taken will substantially reduce the likelihood of false alarms. If the Police Department determines that the action will substantially reduce the likelihood of false alarms, the Police Department shall notify the alarm user that the request to reinstate the alarm system permit has been approved.
 - 3. If the alarm system permit is reinstated, and the Police Department responds to subsequent false alarm activations in the same fiscal year at the protected premises, the Police Department shall proceed with the permit revocation process again as described in this section.
 - 4. If the Police Department determines that the action taken, or to be taken, will not substantially reduce the likelihood of false alarms, the request for reinstatement shall be denied. The Police Department shall give notice by certified mail or e-mail to the alarm user that the permit will be revoked and that:
 - i. The Police Department shall require the alarm provider to perform an inspection of the alarm system and provide a report to the Police Department.
 - ii. The amount of fines and fees.

- iii. Amount of a reinstatement fee.
- iv. Attend alarm school/training.

9.60.130 Fines and Fees.

- A. Any alarm user who fails to pay any fines or fees provided for under this chapter or by Town Council resolution within thirty (30) days from the date of invoice requesting payment of same shall have the subject alarm system permit revoked. Any such alarm system permit shall not be reinstated until all the unpaid fees and fines are paid in full.
- B. Violation of this chapter by an alarm user shall be deemed an infraction. Any person found guilty of a violation of any of the provisions of this chapter shall, upon conviction, be subject to the penalty provisions pursuant to Government Code Section 36900. Each day that a violation is allowed to continue shall constitute a separate and distinct violation.

SECTION 3. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance shall be published with the names of the members of the Town Council voting for and against it in a newspaper of general circulation published in the Town of Paradise, California.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this ___ day of October 2013, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Timothy Titus, Mayor

ATTEST:

By: _____
Joanna Gutierrez, Town Clerk

APPROVED AS TO FORM:

By: _____
Dwight L. Moore, Town Attorney

**TOWN OF PARADISE
RESOLUTION NO. 13-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE,
CALIFORNIA, AMENDING THE MASTER SCHEDULE OF FEES FOR TOWN
SERVICES**

WHEREAS, on May 14, 2013 the Town Council adopted Resolution No. 13-27 relating to the recovery of costs reasonably borne to be recovered from users of Town services; and

WHEREAS, on July 9, 2013, the Master Schedule of Fees was amended by Resolution No. 13-37; and,

WHEREAS, an updated and revised schedule of fees and charges to be paid for alarm services needs to be adopted so that the Town can effectuate its alarm policies; and

WHEREAS, notice of public hearing has been provided per Government Code Section 6062 a, oral and written presentations made and received, and the required public hearing held; and

WHEREAS, pursuant to California Government Code Sections 66016 and 6062 a, the data and a general explanation relating to schedule of fees and charges have been provided; and

WHEREAS, all requirements of California Government Code Section 66016, et. seq., are hereby found to have been fulfilled.

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

SECTION 1. FEE SCHEDULE ADOPTION. The amendments to the Master Schedule of Fees for alarms and service charges as set forth in Exhibit "A" attached hereto and made a part hereof by reference, are hereby adopted and shall be used in computing Town fees for its services, and to be collected by the Finance Department for the alarm services when provided by the Town.

SECTION 2. CONSTITUTIONALITY. If any portion of this resolution is declared invalid or unconstitutional, then it is the intention of the Town Council that all other sections of this resolution shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE. This resolution shall go into full force and effect November 7, 2013.

//

PASSED AND ADOPTED by the Town Council of the Town of Paradise this ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Timothy Titus, Mayor

ATTEST:

BY: _____
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Dwight L. Moore, Town Attorney

EXHIBIT “A”

Police Services – Alarm Registration and Response

Correction to the Master Fee Schedule reflecting the actual cost of registering and responding to security alarms.

Description of Services	Current Fee with Applicable Surcharge	Proposed Fee with Applicable Surcharge
RESIDENTIAL		
Registration (valid July 1 – June 30)	\$16.00	\$17.92
Renewal (Renewal fee waived if no false alarm during registration year)	\$0.00	\$0.00 or \$17.92
Alarm at Premise Without Permit	\$0.00	\$45.92
Alarm Shut-Off Fee	\$0.00	\$40.00
1 st False Alarm	\$0.00	Warning Letter
2 nd - 3 rd False Alarm	\$84.00	\$45.58
4 th False Alarm (plus Administrative Citation)	\$100.80	\$45.58
5 th False Alarm (plus Administrative Citation)	\$114.24	\$45.58
6 th False Alarm (plus Administrative Citation)	\$114.24	\$45.58
Cancelled – Officer Dispatched 1 st	\$0.00	Warning Letter
Cancelled – Officer Dispatched 2 or more	\$0.00	\$22.40
COMMERCIAL		
Registration (valid July 1 – June 30)	\$16.00	\$28.00
Renewal (Renewal fee waived if no false alarm during registration year)	\$0.00	\$0.00 or \$28.00
Alarm at Premise without Permit	\$0.00	\$45.92
Alarm Shut-Off Fee	\$0.00	\$40.00
Description of Services	Current Fee with Applicable Surcharge	Proposed Fee with Applicable Surcharge
<i>Burglary/Medical/Fire</i>		

1 st False Alarm	\$0.00	Warning Letter
2 nd - 3 rd False Alarm	\$84.00	\$68.36
4 th False Alarm (plus Administrative Citation)	\$100.80	\$68.36
5 th False Alarm (plus Administrative Citation)	\$114.24	\$68.36
6 th False Alarm (plus Administrative Citation)	\$114.24	\$68.36
Cancelled – Officer Dispatched 1 st	\$0.00	Warning Letter
Cancelled – Officer Dispatched 2 or more	\$0.00	\$44.80
<i>Robbery</i>		
1 st False Alarm	\$0.00	\$68.36
2 nd - 3 rd False Alarm	\$84.00	\$68.36
4 th False Alarm (plus Administrative Citation)	\$100.80	\$68.36
5 th False Alarm (plus Administrative Citation)	\$114.24	\$68.36
6 th False Alarm (plus Administrative Citation)	\$114.24	\$68.36
Cancelled – Officer Dispatched 1 st	\$0.00	Warning Letter
Cancelled – Officer Dispatched 2 or more	\$0.00	\$44.80
ALARM PROVIDER		
Fee for Not Providing Monthly Customer List	\$0.00	\$28.00

The new alarm fees, and other associated fees, are based on the Town's new cost recovery matrix which is calculated to reflect the actual cost of providing the service except in some cases, the fees are lower than the Town's actual cost.

Alarm Fees (Justification)

Residential

1-Officer @ 15 minutes, 1-Dispatcher @ 5 minutes, 1-Administrative Asst. @ 10 minutes = 30 minutes @ \$81.39 = \$40.70

Officer dispatched prior to cancellation:

1-Officer @ 15 minutes, 1-Dispatcher @ 5 minutes, 1-Administrative Asst. @ 5 minutes = 25 minutes @ \$81.39 = \$33.91 (We are charging \$20.00)

Commercial

2-Officers @ 15 minutes, 1-Dispatcher @ 5 minutes, 1-Administrative Asst. @ 10 minutes = 45 minutes @ \$81.39 = \$61.04

Officers dispatched prior to cancellation:

2-Officers @ 20 minutes, 1-Dispatcher @ 5 minutes, 1-Administrative Asst. @ 10 minutes = 35 minutes @ \$81.39 = \$47.48 (We are charging \$40.00)

Alarm Provider

Not providing monthly customer list – 20 minutes @ \$81.39 = \$27.13 (We are charging \$25.00)

Residential/Commercial

No permit and alarm shut off

30 minutes @ \$81.39 = \$40.70 (We are charging \$40.00)

Residential initial and renewal

20 minutes @ \$81.39 = \$27.13 (We are charging \$16.00)

**TOWN OF PARADISE
Council Agenda Summary
Date: September 10, 2013**

Agenda No. 7(a)

ORIGINATED BY: Marc Mattox, Associate Civil Engineer
REVIEWED BY: Lauren Gill, Town Manager
SUBJECT: Pedestrian Safety Community Workshop Initial Recommendations
COUNCIL ACTION REQUESTED:

1. Provide direction to staff on implementation of recommended changes concluded by the Pedestrian Safety Community Workshop hosted by UC Berkeley SafeTrec, California Walks and the Town of Paradise on September 5, 2013.

Background:

In June 2013, Town staff learned UC Berkeley and California Walks had identified Paradise as their next location for a rotating Pedestrian Safety Community Workshop. The workshop is grant-funded through the California Office of Traffic Safety and aims to improve walking safety and increase walking at the community level. California Walks contacted Town staff and requested assistance in facilitating the effort to address local Paradise issues.

The workshop took place on September 5, 2013 at the Paradise Ridge Family Resource Center. Representatives of the following groups, organizations or companies attended the workshop:

- Town Council Members
- Butte County Supervisor
- Local Business Owners
- Feather River Hospital
- Paradise Unified School District
- Butte County Association of Governments
- Paradise Police Department
- Town Manager, Engineer, Planning Director
- Planning Commissioner
- Paradise Parks and Recreation
- Paradise Post
- Butte County Public Health
- CSU, Chico Center for Nutrition and Activity Promotion
- Butte County Bicycle Coalition
- Paradise Ridge Democratic Club
- Rotary Club of Paradise
- Paradise Boys and Girls Club
- Gold Nugget Museum
- Paradise Senior Center
- Chamber of Commerce
- Board of Realtors

The workshop had a primary focus on walking safety and engaged attendees to discuss action items on which the Town of Paradise as a community can take the “next step”.

Analysis:

Staff will present at the Council meeting initial outcomes of the Workshop and evaluate alternatives for implementation, if necessary.

Financial Impact:

There are no financial impacts known at this time.

Alternatives:

None.



TOWN OF PARADISE
Council Agenda Summary
Date: September 10, 2013

Agenda No. 7(b)

ORIGINATED BY: Marc Mattox, Associate Civil Engineer
REVIEWED BY: Lauren Gill, Town Manager
SUBJECT: Skyway and Clark Road Striping Modifications – Addition of Two-Way Left-Turn Lane

COUNCIL ACTION REQUESTED:

1. Authorize staff to issue Contract Change Order to Intermountain Slurry Seal for the implementation of a Two-Way Left-Turn Lane along Skyway between Jewell Road and Pearson Road, Skyway between Elliott Road and Center Street, Skyway between Maxwell Drive and Bille Road under Contract No. 13-03, Paradise Micro-Surfacing Project 2013.

Background:

On May 14, 2013, Council award Contract No. 13-03, Paradise Micro-Surfacing Project 2013 to Intermountain Slurry Seal of Reno, NV in the amount of their base bid of \$291,949.02.

The proposed project will apply a micro-surfacing seal application which involves placing a thin layer composed of fine aggregate, asphalt emulsion, additives, water and cement. This microsurfacing will extend the life of the road and reduce future maintenance costs. The prioritized street list for the microsurfacing project is shown below:

- | | |
|-----------------|------------------------------|
| 1. Clark Road | Pearson Road to Elliott Road |
| 2. Pearson Road | Skyway to Academy Drive |
| 3. Pearson Road | Hilbe Curve |
| 4. Skyway | Elliott Road to Bille Road |
| 5. Skyway | Neal Road to Pearson Road |

Intermountain Slurry Seal has deferred construction at the Town's request from August to September to allow for completion of the PID water main replacement project. Work is currently scheduled to begin September 16, working 3-4 nights from 7pm and 6am.

Analysis:

A component of the micro-surfacing project is the complete removal and replacement of street delineation and markings. This removal and replacement allows the Town to consider all potential striping improvements and adjustments for public safety.

A potential improvement which could be implemented with this project is the addition of two-way left-turn lanes. The objective when installing two-way left-turn lanes is to prevent common collision types such as rear-end, angle, broadside, and sideswipe same direction collisions. A left turn lane allows motorists to merge to the center lane before, clear the oncoming traffic and turn to their destination. This process removes a common motorist conflict where a turning motorist is blocking through traffic.

The proposed areas for implementation of two-way left turn lanes are listed below:

1. Skyway between Jewell Road and Pearson Road
2. Skyway between Elliott Road and Center Street
3. Skyway between Maxwell Drive and Bille Road
4. Clark Road between Pearson Road and Nunnely Road

Both Skyway and Clark Road have restricted street widths which vary but are no less than 60' wide. This minimum width can accommodate 5 total lanes: two in each direction and a center turn lane. With the addition of the turn lane, on-street parking will no longer be permitted in these areas.

The elimination of on-street parking is consistent with Paradise Municipal Code Section 17.38, which requires off-street parking for all commercial zones outside of the central business zoning district.

Staff has evaluated Skyway in the limited areas where on-street parking is permitted and the new left turn lane is proposed. Specifically, further outreach was performed to contact businesses which utilize the on-street parking available. Of the five businesses contacted, only La Posada (5742 Skyway) opposed the addition of the turn lane and subsequent removal of on-street parking.

A breakdown of injury collisions (2002-2011) for each roadway segment is shown below:

1. Skyway between Jewell Road and Pearson Road - 31 total collisions
 - i. 3 sideswipe
 - ii. 8 rear end
 - iii. 15 broadside
2. Skyway between Elliott Road and Center Street - 47 total collisions
 - i. 3 sideswipe
 - ii. 18 rear end
 - iii. 11 broadside
3. Skyway between Maxwell Drive and Bille Road - 24 total collisions
 - i. 12 rear end
 - ii. 6 broadside
4. Clark Road between Pearson Road and Nunnely Road - 14 total collisions
 - i. 7 rear end
 - ii. 5 broadside

Per the California Department of Transportation Local Road Safety Manual, implementation of the two-way left-turn lane has a 30% crash reduction factor for all types of collisions. Higher reduction factors, up to 50%, for collisions such as rear end type are expected with the two-way left turn lane.

Financial Impact:

Funding for the Paradise Micro-Surfacing Project 2013 will come from Proposition 1B funds and Developer Impact Fee (DIF) Road Funds. Additional costs not identified in the contract will be paid at the additional \$0.90 per lineal foot of striping the turn lane, an estimated amount of \$2,700.00. Council previously identified contingency funds for the project which will cover cost increase.

Alternatives:

Reject or modify recommendation.



TOWN OF PARADISE
Council Agenda Summary
Date: September 10, 2013

Agenda No. 7(c)

ORIGINATED BY: Marc Mattox, Associate Civil Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Skyway HSIP Project Preliminary Engineering Consultant Services

COUNCIL ACTION REQUESTED:

1. Concur with staff's recommendation of Traffic Works to perform professional traffic engineering services for the Skyway HSIP Project, and
2. Approve the attached Professional Services Agreement with Traffic Works and authorize the Town Manager and Town Mayor to execute, and
3. Authorize the Town Manager to execute additional work orders up to 10% of the contract amount.

Background:

On April 23, 2012, Caltrans announced Cycle 5 Call-for-Projects for the Highway Safety Improvement Program (HSIP). The purpose of this program is to achieve a significant reduction in traffic collisions and serious injuries on all public roads. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance.

On October 19, 2012, Caltrans approved the Skyway HSIP Project for Federal funding. This project was selected based upon the calculated high Benefit-Cost Ratio using actual collision data between 2006 and 2010 and implementation of safety countermeasures. The project includes pedestrian and motorist safety enhancements along Skyway between Vista Way and Elliott Road. Specific countermeasures to be implemented in the project include the addition pedestrian bulb-outs, refuge islands, flashing beacons and a reduction of through vehicle lanes.

On April 9, 2013, Town Council approved Program Supplement Agreement No. 011-N for Project HSIPL-5425 (024) to assure receipt of \$155,800.00 in Federal funds for the project's preliminary engineering project phase.

On July 23, 2013, Staff issued a formal Request for Proposals (RFP) utilizing Small Purchase Procedures in accordance with 23 CFR 172.5(a)(2) modified by FHWA Memorandum dated June 26, 1996 and 49 CFR 18.36(d). The RFP stated the scope of work for the preliminary engineering services which are needed. These services cannot be performed by in-house Town staff and are outlined below:

- Professional topographic field survey of Skyway between Vista Way and Oliver Road,
- Traffic data collection, volume projection, traffic modeling, and signal inventory,
- Provide report on findings and recommendations which meet project objectives,
- Prepare electrical plans and specifications,
- Assist with public outreach, and
- Peer review for final project plans and specifications prepared by Town staff.

Analysis:

By August 15, 2013 at 4:00 PM, Town staff had received two responses to the RFP. The proposers and their sub-consultants are listed below:

1. Traffic Works, LLC of Chico, CA
 - a. L & L Surveying of Paradise, CA
 - b. NorthStar Engineering of Chico, CA

2. Whitlock & Weinberger Transportation, Inc. (W-Trans) of Santa Rosa, CA
 - a. Mark Thomas and Company, Inc. of Sacramento, CA

Proposals received included cost estimates in a separate, sealed envelope to allow for a fair and objective evaluation of the submittals. A team of five Town staff members evaluated and ranked the proposals according to the criteria provided in the RFP and shown in Table 1.

Table 1: Criteria Weighting Table

No.	Evaluation Criteria	Maximum Score
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	125
3	Organization & Approach	125
4	Scope of Services to be Provided	125
5	Schedule of Work	75
6	Conflict of Interest Statement	Pass/Fail
7	Litigation History	Pass/Fail
8	Contract Agreement	Pass/Fail
9	Federal-Aid Provisions	50
10	Cost Estimate (Separately Sealed)	Pass/Fail
Total:		500

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

Table 2: Average Proposal Scores

No.	Evaluation Criteria	Traffic Works	W-Trans	Maximum Score
1	Completeness of Response	Pass	Pass	Pass/Fail
2	Qualifications & Experience	105	125	125
3	Organization & Approach	120	125	125
4	Scope of Services to be Provided	125	105	125
5	Schedule of Work	75	63	75
6	Conflict of Interest Statement	Pass	Pass	Pass/Fail
7	Litigation History	Pass	Pass	Pass/Fail
8	Contract Agreement	Pass	Pass	Pass/Fail
9	Federal-Aid Provisions	50	50	50
10	Cost Estimate (Separately Sealed)	Pass	Pass	Pass/Fail
Total:		475	468	500

The scoring averages indicate Traffic Works as the preferred consultant for selection. As a group, the review team discussed the proposals and ultimately agreed to recommend Traffic Works. This selection is based on upon their understanding of the project, potential issues and challenges in the design process, and providing clear alternatives which will assist the Town in meeting project objectives.

When a consultant was selected, the evaluation team collectively opened the sealed cost estimates. A breakdown of consultant cost estimates is shown below:

- | | |
|------------------|--------------|
| 1. Traffic Works | \$ 84,900.00 |
| 2. W-Trans | \$127,816.26 |

While the proposal rankings were close, the cost proposals to complete the work affirmed the Committee's decision of which consultant to recommend to Council for award.

Staff recommends Council consider awarding the contract to Traffic Works to perform the specified preliminary engineering services for the Skyway HSIP Project.

Financial Impact:

The professional services agreement and respective services will be funded by the Federal Highway Safety Improvement Program and a 10% local match. The budgeted grant amount for the Preliminary Engineering phase of the project is \$188,000 (\$155,800 Federal). The estimated total contract cost is \$84,900. Services will be paid on a not-to-exceed basis, using a task by task process. Matching funds in the amount of \$8,490 are included in the Town's approved 2013-2016 Capital Improvement Program budget utilizing Local Transportation funds (Transit Fund 5900).

Alternatives:

Modify recommendation, delay action or reject proposals received.

Attachments:

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

AGREEMENT FOR PROFESSIONAL SERVICES**Skyway HSIP Project****ARTICLE I INTRODUCTION**

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

The name of the "CONSULTANT" is as follows:

Traffic Works, LLC

Incorporated in the State of Nevada
The Project Manager for the "CONSULTANT" will be Loren Chilson

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

Town of Paradise

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

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated August 15, 2013. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the Consultant's services provided under this contract due to negligent acts, acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, acts, errors, or omissions of the CONSULTANT
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner provided in this contract. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided in this contract, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

- A. Consultant shall complete the following task list as referenced in the Consultant's Proposal dated August 15, 2013, attached as Exhibit A, and as further described in the list below:

Task 1: Attend SafeTREC/California Walks Pedestrian Safety Workshop

1. Attend and support Town at local Pedestrian Safety Workshop tentatively scheduled for September 20, 2013 (4hrs)

Task 2: Field Survey

2. Perform topographic survey along Skyway between Vista Way and Oliver Road. Survey shall collect topographic points (number, description and elevation) for the following items:
 - a. Local benchmarks / established control points
 - b. Back of sidewalk
 - c. Top back of curb
 - d. Flow line
 - e. Lip of Gutter
 - f. Driveway limits
 - g. Beginning and end of curb returns
 - h. Pedestrian access ramps
 - i. Crosswalks
 - j. Utility covers and manholes
 - k. Signal equipment and poles
 - l. Sign locations
 - m. Street delineation
3. Deliver survey data in AutoCAD Civil 3d 2013 compatible file or comma separated value (.csv) file to the Town of Paradise for civil improvements design. Deliver by November 1, 2013.

Task 3: Traffic Data Collection

1. Collect comprehensive traffic volume and turning movement data along Skyway between Bille Road and Neal Road. Locations and methods shall be described in the consultant's submittal.
2. Project traffic volumes along segment for 15 and 30 years.
3. Perform traffic modeling and simulations to ascertain expected vehicle flow impacts at current and future values. Consultant shall model recommendations stated in the original grant application. Simulation program and methods shall be described in the consultant's proposal.
4. Perform capacity analysis for peak hours
5. Inventory signal equipment the following signalized intersections
 - a. Skyway at Pearson Road
 - b. Skyway at Elliott Road

Task 4: Recommendations and Report

1. Using information provided from Skyway Corridor Study and data collected, make recommendations for proposed street delineation and signage between Oliver Road and Black Olive Drive including:
 - a. Travel lanes
 - b. Turn lanes
 - c. Two-way left turn lanes
 - d. Parking layout/spatial options and associated impacts to through traffic.
 - e. Bicycle lanes, if desired/feasible
 - f. Signalized intersections
2. Using information provided and data collected, make recommendations for proposed modifications to Skyway/Pearson and Skyway/Elliott signal equipment (coordination, timing, etc).
3. Provide Level of Service for proposed recommendations
4. Deliver written recommendations and delineation layout schematic by December 13, 2014 in signed, stamped report.

Task 5: Plans, Specifications and Estimates

1. Prepare signed, stamped electrical/signal plans and template for specifications. Deliver to Town by January 10, 2014
2. Prepare revised timing sheets for signals at Skyway/Pearson and Skyway/Elliott, accordingly.

3. Assist with preparation of civil plans and specifications, as needed.

Task 6: Public Outreach

1. Assist the Town of Paradise with arranging and hosting two public outreach meetings to discuss project recommendations.
 - a. Meeting specifically for local businesses within project area with emphasis on access and flow
 - b. Meeting for general public with emphasis on street safety (pedestrians, bicyclists, and motorists)

Task 7: Peer Review

1. Perform peer review for final project plans, specifications, and estimates assembled by the Town of Paradise.

Task 8: Council Approval

1. Assist staff with final presentation of proposed project for approval of Plans, Specifications and Estimates at Town Council Meeting.

Task 9: Bidding

1. Assist staff with bidding questions and preparation of needed addenda, as necessary.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on September 10, 2013, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end when a construction contract is awarded or August 1, 2014, whichever comes first, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail

the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XVII Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Marc A. Mattox
Associate Civil Engineer
Town of Paradise
5555 Skyway
Paradise, CA 95969

- E. The total amount payable by LOCAL AGENCY shall not exceed \$84,900.00.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. In addition to Article IE of this Contract, LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is based upon tasks completed in accordance with cost proposal.

ARTICLE VII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

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

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

ARTICLE X COST PRINCIPLES

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE XI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The California State, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XIII EXTRA WORK

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

ARTICLE XIV DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Town Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE XVI SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

ARTICLE XVII EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XIX SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XX INSURANCE

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultants profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and omissions liability: \$1,000,000 per claim & \$1,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the LOCAL AGENCY. At the option of the LOCAL AGENCY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LOCAL AGENCY, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LOCAL AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

1. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LOCAL AGENCY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the LOCAL AGENCY.

Verification of Coverage

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

ARTICLE XXI OWNERSHIP OF DATA

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

ARTICLE XXII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXV EVALUATION OF CONSULTANT

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

ARTICLE XXVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability,

medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXVIII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXIX CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XXXI IDEMNITY

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

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Traffic Works, LLC
Attn: Loren Chilson
6170 Ridgeview Court, Suite B
Reno, NV 89519

LOCAL AGENCY:

Town of Paradise
Marc A. Mattox, Contract Administrator
5555 Skyway
Paradise, CA 95969

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this Contract and Exhibits constitutes an integrated agreement with the only terms and conditions between them and that it is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIII SIGNATURES

TOWN OF PARADISE

By _____
Timothy Titus,
Mayor

By _____
Lauren Gill,
Town Manager

Traffic Works, LLC

By _____
Loren E. Chilson
Principal

Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

Dwight L. Moore, Town Attorney

Approved Effective _____

EXHIBIT "A"
Scope of Services

SCOPE OF WORK

SCOPE OF WORK

TASK 1 – ATTEND SAFETREC/CALIFORNIA WALKS PEDESTRIAN SAFETY WORKSHOP

We will attend the workshop and support the Town's interests at the local Pedestrian Safety Workshop. We have budgeted up to 4 hours for this task per the RFP.

Deliverable(s): Email summary of key points applicable to the project

TASK 2 – FIELD SURVEY

L&L Surveying will perform a field topographic survey along Skyway between Vista Way and Oliver Road with the survey to encompass the following tasks:

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

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

TASK 3 – TRAFFIC DATA COLLECTIONTraffic Data

Turn Movement Counts, including pedestrian and bicycle movements, will be performed during the AM & PM peak hours at up to 8 locations. The anticipated locations are:

- Neal Road/Skyway
- Black Olive Dr/Skyway
- Pearson Rd/Skyway
- Elliot Rd/Skyway
- Oliver Rd/Skyway
- Maxwell Dr/Skyway
- Bille Rd/Skyway
- Additional location to be identified during study (Black Olive/Pearson?)

Average Daily Traffic (ADT) traffic volume data will be collected at up to 5 locations using automatic hose counters. The anticipated locations are:

- South of Black Olive Drive
- South of Pearson Road
- Between Pearson Road and Elliot Road
- North of Elliot Road
- Additional location to be identified during study (north of Olive Drive?)

Project Future Traffic Volumes

We will develop 15 year and 30 year horizon traffic volumes for the Skyway Corridor between Neal Road and Bille Road. The methodology will include consideration of historical traffic volume changes, population growth consistent with the General Plan and prior corridor study, and the actual likelihood of traffic diverting to alternate routes. **The diversion of traffic is a major assumption in the prior study and one that should be re-evaluated for two reasons. First, if a diversion to Black Olive Drive and Almond Street does occur, what changes must be made to ensure those facilities do not fail. Second, if the diversion does not occur, what must be done to maintain acceptable traffic operations on Skyway. Now that this project has progressed to the implementation stage, these are absolutely critical questions that must be answered.**

Traffic Modeling & Simulation

We will construct a Synchro/SimTraffic micro-simulation model to test and determine the necessary lane configurations at each study intersection (up to 8 locations). We will model the recommendations

developed in the Skyway Corridor Study and stated in the original grant application. The study scenarios will be:

- Current traffic volumes
- 15 year traffic volumes
- 30 year traffic volumes

Capacity Analysis (Peak Hours)

We will perform intersection Level of Service (LOS) and queuing calculations at up to 8 study intersections. **Vehicle queuing is a key concern as it creates the perception of intersection failure in the general public's mind** and long queues can block other intersections. **If unacceptable traffic operations are identified, we will determine what changes are needed and how to move the project forward. Our objective is to find solutions!** The results will be presented in tables or graphics for easy comprehension.

Inventory Signal Equipment

We will perform a complete inventory of the existing traffic signal systems at the Pearson Road/Skyway and Elliot Road/Skyway intersections. The inventories will include: the length of mast arms and existing signal head locations, signal head configurations, push button and ped head locations, existing phasing, existing controller and cabinet types and their ability to operate in changed configurations. We will also evaluate the existing conduit and wiring to determine if major reconstruction will be necessary to implement revised phasing or pole relocations. The purpose is to identify potential major work items and their associated costs. The findings will be summarized in an email with attached existing condition traffic signal plan sheets. We anticipate the base map will be prepared and provided by the Town of Paradise following our delivery of the survey information.

Deliverable(s): Traffic Count Data Sheets

Traffic Volume Development Spreadsheet

Graphic Illustrating Existing and Future Traffic Volume Projections

Level of Service and Queuing Summary Tables (Existing, 15 Year, 30 Year)

Signal Inventory Summary and Existing Condition Plan Sheets

TASK 4 – RECOMMENDATIONS & REPORT

We will compile the information developed in Task 3 and pertinent information from the Skyway Corridor Study to formalize a set of recommendations for the roadway and intersection configurations between Black Olive Drive and Oliver Road. The recommendations will address: number of travel lanes, locations for turn lanes, length of turn lanes, location(s) of two-way left-turn lanes, locations and

configuration of parking, bicycle lanes, sidewalks, and revisions at signalized intersections. We will specifically identify the proposed modifications at the Pearson Road/Skyway and Elliot Road/Skyway signalized intersections including the proposed phasing and overall coordination scheme. **We anticipate the overall timing scheme could also involve the Black Olive Drive and Oliver Road signals as they will “setup” the progression to Pearson and Elliot. This is a key piece of the strategy to optimize operations and minimize queuing at the Pearson and Elliot intersections.**

Proper signal progression is the key to minimizing delay and queuing!!!



The projected Level of Service, operations strategy, and recommendations will be provided in a draft report, and then following incorporation of Town comments, a formal, stamped report with supporting tables and graphics will be submitted. The recommended lane configurations will be shown on a delineation graphic.

**Deliverable(s): Draft Recommendations Report with Delineation Graphic
Final Report**

TASK 5 – PLANS, SPECIFICATIONS, & ESTIMATE

We will prepare traffic signal modification plans for the Pearson Road/Skyway and Elliot Road/Skyway intersections consistent with the overall roadway design to be prepared by Town staff. Two plan sheets will be prepared for each location including the layout sheet and schedules sheet. We understand the design will be an interactive and cooperative process with Town staff. **We have performed many designs in this manner for civil engineers and agencies, and know how to coordinate pull boxes, ped buttons, signal poles, and other equipment with the roadway, signing, and delineation drawings.**

To aid the coordination process, we will prepare and submit plans, specifications, and an engineer's estimate at the 50%, 100%, and Final/Bid Document design levels.

The signal plans will include:

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

The final plans and specifications will be stamped and signed by a California registered Professional Engineer. We will also provide new signal timing plans for the Pearson Road/Skyway and Elliot

Road/Skyway intersections that optimize throughput on the Skyway approaches. The timing plans will address left-turn phasing, pedestrian crossing times, and minimize queuing on Skyway.

We will assist the Town in preparing the civil plans and specifications by offering engineering advice, technical support, and coordination throughout the design process. We have budgeted up to 20 hours of professional staff time for civil engineering support.

Deliverable(s): 50%, 100%, and Final Design Traffic Signal PS&E Packages
AM & PM Traffic Signal Timing Sheets for the Pearson & Elliot Intersections
Redlines of progress drawings supporting Town designed features

TASK 6 – PUBLIC OUTREACH

Traffic Works will assist the Town of Paradise’s public outreach campaign for the project. We will assist in the arrangement and hosting of two public meetings to be located in close proximity to the Skyway. We anticipate one meeting with a local business owner emphasis and a second meeting focusing pedestrian, bicycle, and motorist safety. We have budgeted a total of 24 professional staff hours for this task which can be used as needed for material preparation, meeting attendance, coordination purposes, or other meetings with stakeholders.

Deliverable(s): Meeting Materials (Specifics To Be Determined)
Summary of Business Owner Recommendations
Summary of Public Comments

TASK 7 – PEER REVIEW

Northstar Engineering will provide third party peer review of the project plans, specifications, and estimates throughout the process, providing input early in the design where approaches and changes can be made efficiently. Traffic Works will be working hand-in-hand with Town staff and also be keeping an eye on the overall design development.

THOROUGH PEER REVIEW SAVES TIME AND MONEY LATER!!!



50% Plan Review

NorthStar Engineering will provide peer review of the 50% plans developed by the Town of Paradise staff and Traffic Works. It is assumed that the project, as described in the request for proposal, may require the generation of:

- 10 plan line layout sheets for the Skyway Corridor from Vista Way to Elliott Road
- 2 Signal Plan Sets including; Layout, Equipment and Conductor schedules
- 5 enhanced pedestrian crossing grading and drainage detail sheets

Upon completion of the review NorthStar Engineering will provide red line copies with an itemized punch list to the Town. Subsequently, NorthStar will attend a meeting at the Town offices to review comments and make recommendations regarding plan revisions and continued development.

90% Plan, Specifications and Estimate Review

NorthStar Engineering will provide peer review of the 90% plans, specifications and estimate. Review of the plans will predominantly focus on item of work identification and quantity call outs. The special provisions will be reviewed to confirm that all items of work are identified and cross reference the Town and Caltrans Standard Specifications and specify methods of measurement and payment.

Upon completion of the review NorthStar Engineering will provide red line copies with itemized punch list to the Town. Subsequently, NorthStar will attend a meeting at the Town offices to review comments and make recommendations regarding plan revisions and development.

Final Bid Document Review

NorthStar Engineering will review the final bid documents prior to publishing and advertisements. Upon completion NorthStar will attend a meeting at the Town offices to review comments and make final recommendations.

Deliverable(s): 50% Review Redlines and Punchlist

90% Review Redlines and Punchlist

Verbal Debrief of Final Review Comments (In-Person Meeting)

TASK 8 – COUNCIL APPROVAL

Traffic Works will assist Town staff in preparing materials for and presenting the final project (PS&E Package) at a Town Council Meeting. We have budget 8 hours of professional staff time for this task.

Deliverable(s): Town Council Meeting Materials (Specifics To Be Determined)

TASK 9 – BIDDING

We will assist Town staff during the bidding process by responding to questions during bidding, issuing addendums, if necessary, and assisting in Bid Tabulation if desired. We have budget 8 hours of professional staff time for this task.

Deliverable(s): Addenda Materials, if necessary

TASK 10 (OPTIONAL) – SIGNAL INTERCONNECT & COORDINATION TIMING PLANS

This optional task will provide the investigation, design of a signal interconnect system, and coordination timing plans necessary to provide traffic signal coordination from Black Olive Drive to Oliver Road. We believe it will be important to establish the desired vehicle platooning and progression prior to the Pearson Road and Elliot Road intersections to reduce queues at those constricted locations. This optional task includes the PS&E for a traffic signal interconnect system and AM/PM peak hour coordination timing plans for the Black Olive, Pearson, Elliot, and Olive intersections.

COMPLETE APPROACH!!!**Deliverable(s): Traffic Signal Interconnect PS&E Package, Coordination Timing Plans****TASK 11 (OPTIONAL) – CONTINGENCY BUDGET**

This optional task will provide the Town with additional surveying, traffic engineering, civil engineering, and/or public outreach resources if deemed necessary during the course of the project without the need for an additional procurement process. The specific scope of work and fee for each specific contingency task will be negotiated on a case by case basis when the tasks are clearly defined. The overall budget for this task is simply a budget for contract award purposes.

Deliverable(s): As appropriate for assigned tasks**COST CONTROL & BUDGETING METHODOLOGY**

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

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

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

**EXHIBIT "B"
Compensation**

SKYWAY HSIP PROJECT



Fee Proposal of Traffic Works, LLC

Date: 08/15/2013

<u>Tasks</u>	<u>Budget</u>
Task 1 - Attend Pedestrian Safety Workshop	\$700
Task 2 - Field Survey	\$13,800
Task 3 - Traffic Data Collection	\$17,000
Task 4 - Recommendations & Report	\$12,000
Task 5 - Plans, Specifications, & Estimates	\$29,900
Task 6 - Public Outreach	\$4,100
Task 7 - Peer Review	\$4,700
Task 8 - Council Approval	\$1,350
Task 9 - Bidding	\$1,350
PROJECT TOTAL (RFP Defined Scope)	\$84,900
Optional Tasks	
Task 10 - Signal Interconnect & Coordination Plans	\$15,000
Task 11 - Contingency Budget	\$10,000



STANDARD BILLING RATES

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	\$170
Senior Associate	\$160
Associate	\$150
Senior Engineer/Planner	\$140
Engineer/Planner/Project Manager	\$130
Technician/CAD Drafter	\$110
Administrative Assistant	\$80

Auto Mileage @ current IRS rate (\$0.565 / mile)

Other Direct Costs @ cost plus 10%

In-House Reproduction and Printing:

8 ½ x 11 Black and White	10 cents/page
8 ½ x 11 Color	30 cents/page
11 x 17 Black and White	20 cents/page
11 x 17 Color	60 cents/page
Full Size Prints B & W	\$2.00 / sheet
Full Size Prints Color	\$4.00 / sheet

EXHIBIT "C"
Required Certifications and Forms

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 represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

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

EXHIBIT 10-G CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Associate Civil Engineer of the Town of Paradise, and that the consulting firm of Traffic Works, LLC, 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, person or organization, any fee, contribution, donation, or consideration of any kind.

I 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.

(Date)

(Signature)

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

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

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

Consultant to Complete this Section			
1. Local Agency Name: <u>Town of Paradise</u>			
2. Project Location: <u>Skyway between Vista and Elliott, Paradise, CA</u>			
3. Project Description: <u>Traffic Engineering / Preliminary Engineering Services</u>			
4. Total Contract Award Amount: \$ <u>\$84,900</u>			
5. Consultant Name: <u>Traffic Works, LLC</u>			
6. Contract DBE Goal %: <u>6.36%</u>			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ _____			
8. Total Number of <u>all</u> Subconsultants: _____			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
<u>Topographic Surveying</u>	<u>L&L Surveying</u> <u>1007 Bille Road</u> <u>Paradise, CA 95967</u> <u>(530) 877-7300</u>	<u>CUCP 10973</u>	
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ _____
20. Local Agency Contract Number: <u>13-02</u>		14. Total % Claimed	<u>16</u> %
21. Federal-aid Project Number: <u>HSIPL 5425 (024)</u>			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
<u>Marc A. Mattox</u>			
23. Local Agency Representative Name (Print)		15. Preparer's Signature	
24. Local Agency Representative Signature		16. Preparer's Name (Print)	
<u>Associate Civil Engineer</u>		17. Preparer's Title	
25. Date		18. Date	
<u>(530) 872-6291 x125</u>		19. (Area Code) Tel. No.	
26. Local Agency Representative Title		27. (Area Code) Tel. No.	
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print)	29. DLAE Signature	30. Date	

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files

EXHIBIT B

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 03-BUT-0-PRDS
 PREFIX: HSIPL
 PROJECT NO: 5425(024)
 SEQ NO: 1
 STATE PROJ NO: 0313000097L-N
 AGENCY: PARADISE
 ROUTE:
 TIP DATA
 MPC: BCAG
 FSTIP YR: 12/13
 STIP REF: 202-0000-0070
 DISASTER NO:
 BRIDGE NO'S:

PROJECT LOCATION:
 SKYWAY BETWEEN PEARSON ROAD AND ELLIOT ROAD
 TYPE OF WORK:
 SAFETY - SIGNAL UPGRADE/ROAD DIET/ADA-PED CROSSINGS
 FED RR NO'S:
 PUC CODES:
 PROJ OVERSIGHT: DELEGATED/LOCAL ADMIN
 ENV STATUS / DT:
 RW STATUS / DT:
 INV RTE:
 BEG MP:
 END MP:

PREV AUTH / AGREE DATES:
 PE:
 R/W:
 CON:
 SPR:
 MCS:
 OTH:

PROG CODE 15 LINE NO 15 IMPV TYPE 15 FJNC SYS P URBAN AREA URBAN FEDERAL COST URB/RURAL DEMO ID URBAN

FUNDING SUMMARY

PHASE	PREV. OBLIGATION	THIS REQUEST	SUBTOTAL	PROJECT COST	FEDERAL COST	AC COST
PE	\$0.00	\$183,100.00	\$183,100.00	\$0.00	\$0.00	\$0.00
				\$155,800.00	\$155,800.00	\$0.00
RW	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
CON	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
TOTAL:		\$183,100.00		\$155,800.00		\$0.00

STATE REMARKS

01/15/2013 HSIP Cycle 5, RFA for PE .jpd
 02/05/2013 02/05/13: SEQ#1 - Request for PE authorization; obligation of \$155,800 HSIP funds. kbh

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE
 FOR: PE
 DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: DAY, JIM
 REVIEWED IN FADS BY: AMBROSINI, ADAM
 SUBMITTED IN FADS BY: AMBROSINI, ADAM
 PROCESSED IN FADS BY: HUEY, SHUN
 APPROVED IN FMIS BY: TASIA PAPAJOHN

ON 02/04/2013 741-5116
 ON 02/11/2013 653-3840
 ON 02/11/2013 FOR CALTRANS
 ON 02/14/2013 FOR FHWA
 ON 02/15/2013

SIGNATURE HISTORY FOR PROJECT NUMBER 5425(024) AS OF 02/19/2013

MOD #	SIGNED BY	SIGNED ON
0	SHUN HUEY	02/14/2013
	PETER M. PANGILINAN	02/15/2013
	TASIA PAPAJOHN	02/15/2013



**Town of Paradise
Council Agenda Summary
September 10, 2013**

Agenda Item: 7d

Originated by: Joanna Gutierrez, Town Clerk
Reviewed by: Lauren Gill, Town Manager
Subject: Tree Advisory Committee Reappointments and Vacancy

Council Action Requested: Consider re-appointments to the positions on the Tree Advisory Committee which terms of office expired August 12, 2013 and directing the Town Clerk to advertise vacancies.

Alternatives: Authorize the Town Clerk to advertise all vacancies and schedule appointments for the October 8, 2013 Council Meeting; or, provide other direction.

Background: The Town Council formed the Tree Advisory Committee on May 27, 2008 by adoption of Ordinance No. 485. The committee may consist of up to five members who live in the Town of Paradise and who will serve three-year terms of office.

The composition of the committee shall include individuals with the following desired qualifications:

- individuals with academic knowledge of basic plant science;
- individuals skilled in the maintenance and care of trees;
- individuals with professional urban and wildland fire protection expertise;
- individuals licensed in the construction and/or on-site sanitation trades.

The Tree Advisory Committee is charged with duties designated and delegated by the Town Council on matters pertaining to the management of tree resources within the Town, serves as a forum for the coordination of tree-related policies, and advises the Town on matters referred by Town departments, or by a majority vote of the Planning Commission or the Town Council. The Tree Advisory Committee convenes on a needs only basis at the request of the Town Council, Planning Commission or staff.

Discussion: The Town Council has the option of re-appointing current committee members to another term of office on the Tree Advisory Committee.

Bill Morrison and Richard Eliot have both expressed interest in serving another term of the Tree Advisory Committee in their current positions which require academic knowledge of basic plant science and skill in the maintenance and care of tree. The vacancy is for a person licensed in construction and/or onsite sanitation trades and is vacant due the appointment of Stephanie Neumann, previous Tree Advisory Committee member, to serve as a Planning Commissioner.

Conclusion: The current committee members have the expertise and knowledge required and are interested in serving another three-year term on the Tree Advisory Committee. It is recommended that Council re-appoint Bill Morrison and Richard Eliot to the committee and authorize the Town Clerk and staff to advertise for the vacancy by word-of-mouth, contact with local service clubs, posting the vacancies on the website, etc., and bring back any applications for Council consideration at a future meeting.

Fiscal Impact Analysis: None.



**Town of Paradise
Council Agenda Summary
Date: September 10, 2013**

Agenda Item: 7(e)

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

Subject: Town 2013/14 Operating and Capital Budget Status Update

Council Action Requested:

Approve the following budget adjustments; or,

Alternatives:

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

Background:

The 2013/14 Operating and Capital Budget was adopted June 25, 2013. Each month staff will complete analysis of the financial transactions recorded to date and additional information received to identify the potential impact to the 2013/14 budget. Monthly a report will be brought forward to Town Council updating them on the status of the budget and recommending appropriate budget adjustments.

Discussion:

Fund 1010 – General Fund

Staff ran and analyzed a General Fund Budget Performance Report to date for the 2012/13 fiscal year and 2013/14 budget in order to review trends or significant swings in revenues and expenses. A copy of this report is attached for review. The following information was derived from this analysis:

Revenues

- The final property tax receipts came in for the 2012/13 fiscal year. Overall property taxes are about \$13,000 less than budgeted. This is a difference of 0.31% with total receipts of \$4.23 million. This is also 1.68% less than 2011/12. The category of general supplemental was over \$9,000 more than expected which is good news showing that the values of homes are increasing and that the housing market is active and improving in the community. MVIL finalized exactly as anticipated. No adjustment to the 2013/14 budget numbers are currently recommended.

- With the final sales tax receipt for 2012/13 posted, Sales tax receipts increased 3.3% for the fiscal year. The 2013/14 budget reflects a 2% increase, and staff recommends no further adjustment at this time.
- 2012/13 franchise fees finalized with about \$5,000 more than budgeted and with growth of about 2.6%. Transient occupancy taxes for 2012/13 also finalized with about \$15,000 more than budgeted and growth of about 11%. There were late fees paid and accounted during 2012/13 for one hotel in particular that are not expected to continue into 2013/14. No adjustment is currently recommended for the 2013/14 fiscal year.

Expenses:

Administration

- The Town received its final payment from the resolution of a lawsuit in the amount of \$9,287.50. Staff recommends increasing revenues and expenditures for this same amount to account for receipt and the corresponding payment to outside Counsel.
- Council's approval last month (3f) of the site-to-site wireless communication link between Town locations provides budget savings of \$4,603.
- The 2013/14 maintenance and support agreement with New World Systems for the Town's finance system software is \$2,559 less than budgeted. Staff recommends including this as a budget adjustment.

Fire Department

- The final amended Note between the Town and California Department of Forestry and Fire Protection (CAL FIRE) for post-retirement health care approved by Council last month (3i) provides budgeted savings for 2013/14 of \$7,589.

Police Department

- With two months of the fiscal year completed, operations overtime is currently running about \$10,000 below budgeted levels. Overtime from the investigation of a recent homicide is yet to be accounted for and will likely use at least part of this projected savings. Staff recommends waiting to make a personnel related budget adjustment until later in the fiscal year.
- There have been three vacancies in the public safety communications division. One position was filled last week and two positions are in background. The remaining two positions will be filled in 3-6 weeks. Most of the savings from these vacancies were already factored into the 2013/14 budget. Overtime and per-diem dispatch assistance with two months complete is currently trending about

\$20,000 above budget. Staff will bring forward budget recommendations once the positions are filled and related savings and expenses can be fully analyzed.

Fund 2030 – Building Safety & Waste Water Services

Review of the budget performance report for this fund indicates that most accounts are performing according to budget projections.

- Staff recently submitted the annual onsite operating permit fees to Butte County for inclusion on the annual property tax roll. Onsite personnel and the IT manager scrubbed the database and identified two additional parcels and six additional systems that were included in the submission. This will result in just over \$200 in additional revenues.

Fund 2070 – Animal Control

This continues to be a fund that the Town must find a long term solution for funding and providing services. The fund is not self sustaining and currently is depending on animal control donations to balance.

- Staff recently submitted the annual Measure N assessment to Butte County for inclusion on the annual property tax roll. The IT Manager worked with the GIC and identified 110 more eligible parcels. This will result in about \$1,300 more in revenues. In addition, another list of eligible parcels was identified that can be hand billed directly to property owners. These properties are exempt from property taxes, but are not excluded from the Measure N assessment. These parcels will be billed manually and should result in about \$1,500 more in revenues.

Fund 2120 – State Gas Tax (Street Maintenance)

The last three years this fund has been self-sustaining without transfers in from the general fund. Between staff layoffs and vacancies, the fund acquired a large ending fund balance. This fiscal year a portion of that ending fund balance is being used on vital road and street maintenance projects within the community.

- As discussed last month, (7a), finalization of the Bille Road overlay project reflects budget savings of \$633.00.

Fund 2206 – AB-109 Grant

As approved by Council last month (7b), the Town submitted a claim for AB-109 grant monies. \$47,930 was received and placed in reserve in this special fund to be used in the future for a police officer salary and for the purchase of a RIMS Connect CAD component. Up to \$5,000 can be claimed for police overtime related to the Butte County Anti-Gang Task Force.

Conclusion:

Following are the recommended 2013/14 budget adjustments:

1010 – General Fund		
Beginning Fund Balance		1,045,141
Revenues		9,314,911
Recommended Adjustments		
1.	00.0000.3901.100	9,288 Attorney fee reimbursement
Adjusted Revenues		9,324,199
Transfers In		486,760
Total Resources		9,810,959
Expenditures		
		9,782,210
Recommended Adjustments		
2.	20.4201.5214.100	(2,559) New World Systems renewal
3.	20.4201.5304	(4,603) Site-to site wireless communication link
4.	20.4300.5213.100	9,288 Outside legal counsel
5.	30.4530.5199.130	(5,000) AB 109 Grant overtime monies
6.	35.4630.55501	(7,589) CAL FIRE note
Adjusted Expenditures		9,771,747
Net Income		39,212
Projected Ending Fund Balance		1,084,353

2030 – Building Safety & Waste Water Services		
Beginning Fund Balance		27,229
Revenues		710,990
Recommended Adjustments		
7.	40.4730.3404.127	200 Annual onsite operating permit fee
Adjusted Revenues		711,190
Transfers In		0
Total Resources		711,190
Expenditures		
		575,668
Recommended Adjustments		
Adjusted Expenditures		575,668
Transfers Out		134,422
Net Income		1,100
Projected Ending Fund Balance		28,329

2070 – Animal Control			
Beginning Fund Balance			(11,361)
Revenues			170,103
	Recommended Adjustments		
8.	30.4540.3120.330	2,800	Measure N assessment
Adjusted Revenues			172,903
Transfers In			21,542
Total Resources			194,445
Expenditures			157,819
	Recommended Adjustments		
Adjusted Expenditures			157,819
Transfers Out			31,260
Net Income			5,366
Projected Ending Fund Balance			(5,995)

2120 – State Gas Tax (Street Maintenance)			
Beginning Fund Balance			409,242
Revenues			958,582
	Recommended Adjustments		
Adjusted Revenues			958,582
Transfers In			59,505
Total Resources			1,018,087
Expenditures			1,047,360
	Recommended Adjustments		
9.	45.4755.471.5213.100	(633)	Bille Road Overlay
Adjusted Expenditures			1,046,727
Transfers Out			211,546
Net Income			(240,186)
Projected Ending Fund Balance			169,056

2013/14 Operating Budget Status Update
 September 10, 2013

2206 – AB – 109 Grant			
Beginning Fund Balance			0
Revenues			0
10.	30.4520.3340.300	40,250	Police officer salary
11.	30.4520.3340.300	5,000	Butte county Anti-Gant Task Force (overtime)
12.	30.4520.3340.300	7,680	RIMS connect CAD component
Adjusted Revenues			52,930
Transfers In			0
Total Resources			52,930
Expenditures			0
Recommended Adjustments			
13.	30.4520.5304	7,680	RIMS connect CAD component
Adjusted Expenditures			7,680
14. Transfers Out			5,000 Overtime
Net Income			40,250
Projected Ending Fund Balance			40,250

Fiscal Impact Analysis:

These current adjustments increase the General Fund net income and increase the General Fund reserves by \$19,751.



Budget Performance Report

Fiscal Year to Date 09/03/13

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
REVENUE										
Department 00 - Non Department Activity										
Program 0000 - Non Program Activity										
3110.311	Property Tax Current Secured	3,997,568.00	.00	3,997,568.00	.00	.00	.00	3,997,568.00	0	3,927,472.67
3110.312	Property Tax Current Unsecured	215,248.00	.00	215,248.00	.00	.00	.00	215,248.00	0	206,226.82
3110.315	Property Tax Prior Secured/Unsecured	7,344.00	.00	7,344.00	.00	.00	.00	7,344.00	0	7,031.60
3110.320	Property Tax General Supplemental	13,000.00	.00	13,000.00	.00	.00	.00	13,000.00	0	19,245.17
3130.325	General Sales and Use Tax Sales and Use Tax	1,703,356.00	15,000.00	1,718,356.00	.00	.00	.00	1,718,356.00	0	1,688,196.98
3167.330	Real Property Transfer Tax Real Property Transfer Tax	48,116.00	3,200.00	51,316.00	.00	.00	7,289.61	44,026.39	14	48,899.71
3182.335	Franchise Taxes Franchise Taxes	811,865.00	.00	811,865.00	.00	.00	.00	811,865.00	0	811,052.23
3185.340	Transient Occupancy Tax Transient Occupancy Tax	178,967.00	.00	178,967.00	.00	.00	.00	178,967.00	0	190,085.20
3210.110	Business Licenses and Permits Business Regulation	2,900.00	.00	2,900.00	.00	.00	140.40	2,759.60	5	3,209.25
3210.120	Business Licenses and Permits Bingo Regulation	132.00	.00	132.00	.00	.00	.00	132.00	0	148.50
3345.200	State Revenues - Other Miscellaneous	24,000.00	.00	24,000.00	.00	.00	.00	24,000.00	0	28,109.20
3351.001	Property Tax Homeowners Apportionment	70,437.00	.00	70,437.00	.00	.00	.00	70,437.00	0	69,436.18
3356.001	State Motor Vehicle In Lieu Motor Vehicle In Lieu Tax	1,929,000.00	.00	1,929,000.00	.00	.00	.00	1,929,000.00	0	1,901,700.75
3410.101	Administrative Services General Administrative Fees	.00	.00	.00	.00	.00	2.25	(2.25)	+++	18.60
3410.104	Administrative Services Returned Check Processing	300.00	.00	300.00	.00	.00	25.57	274.43	9	152.57
3410.112	Administrative Services Printed Material Production/Sale	400.00	.00	400.00	.00	.00	.01	399.99	0	950.15
3410.113	Administrative Services Document Copying	300.00	.00	300.00	.00	.00	20.50	279.50	7	252.75
3410.114	Administrative Services Document Certification	100.00	.00	100.00	.00	.00	140.00	(40.00)	140	30.00
3410.115	Administrative Services Research on Request/Dept Records	400.00	.00	400.00	.00	.00	.00	400.00	0	247.00
3410.150	Administrative Services Late Fees	.00	.00	.00	.00	.00	.00	.00	+++	(1.50)
3610.100	Interest Revenue Investments	7,000.00	.00	7,000.00	.00	.00	.46	6,999.54	0	4,472.10
3610.150	Interest Revenue Interfund Loans	.00	.00	.00	.00	.00	.00	.00	+++	27.20
3630.200	Rents and Royalties Billboard Rents and Leases	440.00	.00	440.00	.00	.00	.00	440.00	0	440.00
3901.100	Refunds & Reimbursements Miscellaneous	1,000.00	13,401.00	14,401.00	.00	.00	20,647.15	(6,246.15)	143	364.74
3902.100	Miscellaneous Revenue General	1,000.00	.00	1,000.00	.00	.00	348.77	651.23	35	1,381.97
3902.110	Miscellaneous Revenue Cash Over and Short	.00	.00	.00	.00	.00	(.74)	.74	+++	(85.24)
3910.030	Transfers In From Development Services Fund	134,422.00	.00	134,422.00	.00	.00	.00	134,422.00	0	110,950.00
3910.070	Transfers In From Animal Control	31,260.00	.00	31,260.00	.00	.00	.00	31,260.00	0	24,605.00
3910.112	Transfers In From Federal CMAQ Fund	.00	.00	.00	.00	.00	.00	.00	+++	13,549.08
3910.120	Transfers In From State Gas Tax Fund	166,495.00	.00	166,495.00	.00	.00	.00	166,495.00	0	128,366.00
3910.140	Transfers In From Traffic Safety Fund	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	30,000.00
3910.160	Transfers In From BHS Development Svcs Fund	29,621.00	.00	29,621.00	.00	.00	.00	29,621.00	0	24,027.00
3910.204	Transfers In From State SLESF Grant Fund	.00	.00	.00	.00	.00	.00	.00	+++	50,000.00
3910.215	Transfers In From Aband Vehicle Abate Fund	7,696.00	.00	7,696.00	.00	.00	.00	7,696.00	0	3,001.31
3910.510	Transfers In From Impact Fees Road Imp Fund	.00	.00	.00	.00	.00	.00	.00	+++	1,588.06
3910.610	Transfers In From TOP Trust Fund	.00	.00	.00	.00	.00	.00	.00	+++	1,534.84



Budget Performance Report

Fiscal Year to Date 09/03/13

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
REVENUE										
Department 00 - Non Department Activity										
Program 0000 - Non Program Activity										
3910.628	Transfers In From Gen Plan Fee	39,447.00	.00	39,447.00	.00	.00	.00	39,447.00	0	.00
3910.650	Transfers In From Successor Agency to RDA NH	2,009.00	.00	2,009.00	.00	.00	.00	2,009.00	0	.00
3910.900	Transfers In From Transit Fund	4,691.00	.00	4,691.00	.00	.00	.00	4,691.00	0	3,976.00
3910.970	Transfers In From Self Insurance Trust Fund	41,119.00	.00	41,119.00	.00	.00	.00	41,119.00	0	215,505.00
Program 0000 - Non Program Activity Totals		\$9,499,633.00	\$31,601.00	\$9,531,234.00	\$0.00	\$0.00	\$28,613.98	\$9,502,620.02	0%	\$9,516,166.89
Department 00 - Non Department Activity Totals		\$9,499,633.00	\$31,601.00	\$9,531,234.00	\$0.00	\$0.00	\$28,613.98	\$9,502,620.02	0%	\$9,516,166.89
Department 25 - Finance										
Program 5005 - Rental Properties										
3901.100	Refunds & Reimbursements Miscellaneous	2,100.00	.00	2,100.00	.00	.00	430.17	1,669.83	20	2,103.28
Program 5005 - Rental Properties Totals		\$2,100.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$430.17	\$1,669.83	20%	\$2,103.28
Department 25 - Finance Totals		\$2,100.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$430.17	\$1,669.83	20%	\$2,103.28
Department 30 - Police										
Program 0000 - Non Program Activity										
3320.100	Federal Revenue - Other Refunds and Reimbursements	500.00	.00	500.00	.00	.00	.00	500.00	0	900.85
3345.004	State Revenues - Other POST Reimbursements	5,000.00	.00	5,000.00	.00	.00	3,600.70	1,399.30	72	26,766.86
3345.100	State Revenues - Other Refunds & Reimbursements	12,000.00	.00	12,000.00	.00	.00	11,439.00	561.00	95	11,950.91
3380.100	Local Government Revenue Fines and Forfeitures	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	22,912.70
3380.106	Local Government Revenue Administrative Citations Police	3,200.00	.00	3,200.00	.00	.00	.00	3,200.00	0	3,200.00
3421.100	Police Vehicle Repossession	200.00	.00	200.00	.00	.00	42.00	158.00	21	126.00
3421.103	Police Weapons Storage Fee	200.00	.00	200.00	.00	.00	80.18	119.82	40	.00
3421.105	Police Cite Sign Off / VIN Verification	1,800.00	.00	1,800.00	.00	.00	305.25	1,494.75	17	1,159.29
3421.110	Police DUI Accident & Arrest Processing	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
3421.111	Police Vehicle Impound Fee	1,500.00	.00	1,500.00	.00	.00	224.00	1,276.00	15	1,344.00
3421.115	Police Police Report (Copy)	6,000.00	.00	6,000.00	.00	.00	983.13	5,016.87	16	5,718.40
3421.120	Police Fingerprint Processing	8,000.00	.00	8,000.00	.00	.00	1,026.00	6,974.00	13	6,713.72
3421.122	Police Visa/Clearance Letter	78.00	.00	78.00	.00	.00	48.21	29.79	62	97.14
3421.128	Police Statutory Registration	500.00	.00	500.00	.00	.00	90.00	410.00	18	330.00
3421.130	Police Reproduce/Sale of Tapes & Photos	150.00	.00	150.00	.00	.00	48.21	101.79	32	156.00
3421.140	Police Alarm System Registration	150.00	.00	150.00	.00	.00	207.00	(57.00)	138	282.00
3421.141	Police False Alarm Response	2,200.00	.00	2,200.00	.00	.00	383.04	1,816.96	17	2,136.94
3421.180	Police Special Services	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	1,485.00
3421.187	Police Subpoena Duces Tecum	.00	.00	.00	.00	.00	.00	.00	+++	30.00
3421.235	Police Deer Validation	.00	.00	.00	.00	.00	12.00	(12.00)	+++	.00
3901.100	Refunds & Reimbursements Miscellaneous	1,000.00	.00	1,000.00	.00	.00	1,005.05	(5.05)	101	2,367.64
3901.140	Refunds & Reimbursements Negligence Cost Recovery Fees	500.00	.00	500.00	.00	.00	.00	500.00	0	185.00
3902.100	Miscellaneous Revenue General	.00	.00	.00	.00	.00	31.00	(31.00)	+++	30.00



Budget Performance Report

Fiscal Year to Date 09/03/13

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
REVENUE										
Department 30 - Police										
Program 0000 - Non Program Activity Totals		\$84,978.00	\$0.00	\$84,978.00	\$0.00	\$0.00	\$19,524.77	\$65,453.23	23%	\$87,892.45
Department 30 - Police Totals		\$84,978.00	\$0.00	\$84,978.00	\$0.00	\$0.00	\$19,524.77	\$65,453.23	23%	\$87,892.45
Department 35 - Fire										
Program 0000 - Non Program Activity										
3320.100	Federal Revenue - Other Refunds and Reimbursements	.00	.00	.00	.00	.00	.00	.00	+++	30,975.14
3345.100	State Revenues - Other Refunds & Reimbursements	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	94,084.60
3380.103	Local Government Revenue Fines and Citations Fire	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	2,786.99
3410.150	Administrative Services Late Fees	200.00	.00	200.00	.00	.00	.00	200.00	0	653.38
3422.303	Fire Out Of Hours Burning Response	500.00	.00	500.00	.00	.00	176.00	324.00	35	55.59
3422.304	Fire Fuel Reduction Burn Permit	500.00	.00	500.00	.00	.00	.00	500.00	0	1,032.00
3422.310	Fire Report Copying	200.00	.00	200.00	.00	.00	13.00	187.00	6	204.00
3422.315	Fire Residential Burning Regulation	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	9,790.00
3422.330	Fire Campfire/Special Activity Permit	50.00	.00	50.00	.00	.00	22.00	28.00	44	.00
3422.335	Fire Land Clearing Fire Regulation	75.00	.00	75.00	.00	.00	.00	75.00	0	75.00
3422.344	Fire Negligent/Reckless Cost Recovery	.00	.00	.00	.00	.00	.00	.00	+++	4,993.34
3422.375	Fire Stand By	.00	.00	.00	.00	.00	.00	.00	+++	585.46
3901.100	Refunds & Reimbursements Miscellaneous	100.00	.00	100.00	.00	.00	.00	100.00	0	1,059.49
Program 0000 - Non Program Activity Totals		\$34,625.00	\$0.00	\$34,625.00	\$0.00	\$0.00	\$211.00	\$34,414.00	1%	\$146,294.99
Department 35 - Fire Totals		\$34,625.00	\$0.00	\$34,625.00	\$0.00	\$0.00	\$211.00	\$34,414.00	1%	\$146,294.99
Department 40 - Community Development										
Program 4720 - CDD Planning										
3380.100	Local Government Revenue Fines and Forfeitures	.00	.00	.00	.00	.00	800.00	(800.00)	+++	300.00
3380.101	Local Government Revenue Fines and Citations Comm Develop	28,000.00	.00	28,000.00	.00	.00	1,200.00	26,800.00	4	22,230.03
3400.104	CDD Planning Tentative Parcel Map	1,650.00	.00	1,650.00	.00	.00	.00	1,650.00	0	.00
3400.106	CDD Planning Minor Map Modificaiton Review	.00	.00	.00	.00	.00	.00	.00	+++	305.00
3400.108	CDD Planning Road Name Review	178.00	.00	178.00	.00	.00	.00	178.00	0	178.00
3400.109	CDD Planning Street Address Change Review	.00	.00	.00	.00	.00	.00	.00	+++	76.00
3400.111	CDD Planning Landscape Plan	648.00	.00	648.00	.00	.00	216.00	432.00	33	648.00
3400.123	CDD Planning Tree Pres/Protect Plan Review	.00	.00	.00	.00	.00	80.19	(80.19)	+++	95.00
3400.130	CDD Planning General Plan Amend and Rezoning	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.00
3400.140	CDD Planning Comm Zoning Interpretation	.00	.00	.00	.00	.00	.00	.00	+++	266.00
3400.147	CDD Planning Remote (Offsite) Parking Review	.00	.00	.00	.00	.00	.00	.00	+++	95.00
3400.149	CDD Planning DIF Adjust/Waiver Application	.00	.00	.00	.00	.00	.00	.00	+++	127.00
3400.171	CDD Planning Use Permit Class B	952.00	.00	952.00	.00	.00	.00	952.00	0	952.00
3400.173	CDD Planning Temporary Use Permit	168.00	.00	168.00	.00	.00	.00	168.00	0	290.00
3400.174	CDD Planning Administrative Permit	2,360.00	.00	2,360.00	.00	.00	694.41	1,665.59	29	2,308.00
3400.176	CDD Planning Home Occupation Permit	215.00	.00	215.00	.00	.00	647.77	(432.77)	301	215.00



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Fund 1010 - General Fund										
REVENUE										
Department 40 - Community Development										
Program 4720 - CDD Planning										
3400.177	CDD Planning Site Plan/Use Permit Mod Class A	.00	.00	.00	.00	.00	290.00	(290.00)	+++	.00
3400.178	CDD Planning Site Plan/Use Permit Mod Class B	238.00	.00	238.00	.00	.00	.00	238.00	0	.00
3400.184	CDD Planning Site Plan Review Class A	510.00	.00	510.00	.00	.00	.00	510.00	0	1,020.00
3400.195	CDD Planning Public Convenience/Necessity	.00	.00	.00	.00	.00	.00	.00	+++	88.00
3400.200	CDD Planning Tree Felling Permit	19,000.00	.00	19,000.00	.00	.00	3,250.93	15,749.07	17	19,686.00
3400.307	CDD Planning Design Review Application	1,500.00	.00	1,500.00	.00	.00	306.13	1,193.87	20	2,432.00
3901.100	Refunds & Reimbursements Miscellaneous	.00	.00	.00	.00	.00	463.77	(463.77)	+++	.00
3902.100	Miscellaneous Revenue General	.00	.00	.00	.00	.00	.00	.00	+++	108.92
Program 4720 - CDD Planning Totals		\$57,419.00	\$0.00	\$57,419.00	\$0.00	\$0.00	\$7,949.20	\$49,469.80	14%	\$51,419.95
Program 4780 - CDD - Waste Management										
3182.335	Franchise Taxes Franchise Taxes	35,895.00	.00	35,895.00	.00	.00	.00	35,895.00	0	36,133.82
3340.400	State Funding - Grants Waste Mgmt	.00	.00	.00	.00	.00	.00	.00	+++	7,298.00
3345.200	State Revenues - Other Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	175.00
3380.104	Local Government Revenue Fines and Citations Waste Mgmt	13,000.00	.00	13,000.00	.00	.00	54.00	12,946.00	0	14,618.88
Program 4780 - CDD - Waste Management Totals		\$48,895.00	\$0.00	\$48,895.00	\$0.00	\$0.00	\$54.00	\$48,841.00	0%	\$58,225.70
Department 40 - Community Development Totals		\$106,314.00	\$0.00	\$106,314.00	\$0.00	\$0.00	\$8,003.20	\$98,310.80	8%	\$109,645.65
Department 45 - Public Works										
Program 4740 - Public Works - Engineering										
3402.201	PW Engineering Final Parcel Map	1,360.00	.00	1,360.00	.00	.00	.00	1,360.00	0	680.00
3402.220	PW Engineering Land Divisn/Pvt Develop Projects	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	7,035.20
3402.222	PW Engineering Improvement Agreement Review	260.00	.00	260.00	.00	.00	.00	260.00	0	260.00
3402.223	PW Engineering Engineering Site Plan	400.00	.00	400.00	.00	.00	.00	400.00	0	864.00
3402.224	PW Engineering Grading Check/Inspection	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,452.50
3402.225	PW Engineering Cert of Correct w/out Hearing	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
3402.227	PW Engineering Lot Merger Review	400.00	.00	400.00	.00	.00	703.42	(303.42)	176	684.00
3402.228	PW Engineering Lot Line Adjustment	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,010.00
3402.230	PW Engineering Engineer Drain Plan/Calc Review	12,000.00	.00	12,000.00	.00	.00	.00	12,000.00	0	22,484.06
3402.232	PW Engineering Erosion Control Plan Review	400.00	.00	400.00	.00	.00	.00	400.00	0	721.00
3402.239	PW Engineering Hourly Fee	.00	.00	.00	.00	.00	210.00	(210.00)	+++	.00
3402.250	PW Engineering Oversized Vehicle Regulation	500.00	.00	500.00	.00	.00	138.50	361.50	28	568.00
3402.270	PW Engineering Encroachment Permit Fees	11,000.00	.00	11,000.00	.00	.00	1,036.50	9,963.50	9	13,568.16
Program 4740 - Public Works - Engineering Totals		\$39,420.00	\$0.00	\$39,420.00	\$0.00	\$0.00	\$2,088.42	\$37,331.58	5%	\$49,326.92
Program 4745 - Paradise Community Park										
3470.251	Parks & Recreation Space Rental	3,000.00	.00	3,000.00	.00	.00	330.00	2,670.00	11	4,801.60
3470.259	Parks & Recreation Donations	.00	.00	.00	.00	.00	.00	.00	+++	1,300.00
Program 4745 - Paradise Community Park Totals		\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$330.00	\$2,670.00	11%	\$6,101.60



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Fund 1010 - General Fund										
REVENUE										
	Department 45 - Public Works Totals	\$42,420.00	\$0.00	\$42,420.00	\$0.00	\$0.00	\$2,418.42	\$40,001.58	6%	\$55,428.52
	REVENUE TOTALS	\$9,770,070.00	\$31,601.00	\$9,801,671.00	\$0.00	\$0.00	\$59,201.54	\$9,742,469.46	1%	\$9,917,531.78
EXPENSE										
	Department 00 - Non Department Activity									
	Program 0000 - Non Program Activity									
5225	Bank Fees and Charges	12,000.00	.00	12,000.00	.00	.00	2,488.27	9,511.73	21	11,623.18
5280.100	Bad Debt Write Off Expense	200.00	.00	200.00	.00	.00	.00	200.00	0	146.00
5501	Debt Service Payment - Principal	597,612.00	.00	597,612.00	.00	.00	.00	597,612.00	0	609,441.45
5502	Debt Service Payment - Interest	267,389.00	.00	267,389.00	.00	.00	.00	267,389.00	0	225,558.55
5502.150	Debt Service Payment - Interest Interfund Loans	3,152.00	.00	3,152.00	.00	.00	.00	3,152.00	0	5,606.31
5502.201	Debt Service Payment - Interest Tax Anticipation Notes	37,500.00	.00	37,500.00	.00	.00	.00	37,500.00	0	19,743.75
5510.201	Bond Payments - Issuance Costs Tax Anticipation Notes	7,400.00	.00	7,400.00	.00	.00	.00	7,400.00	0	7,400.00
	Program 0000 - Non Program Activity Totals	\$925,253.00	\$0.00	\$925,253.00	\$0.00	\$0.00	\$2,488.27	\$922,764.73	0%	\$879,519.24
	Department 00 - Non Department Activity Totals	\$925,253.00	\$0.00	\$925,253.00	\$0.00	\$0.00	\$2,488.27	\$922,764.73	0%	\$879,519.24
	Department 10 - Legislative									
	Program 4000 - Town Council									
5101	Salaries - Permanent	18,000.00	.00	18,000.00	.00	.00	2,940.00	15,060.00	16	17,340.00
5107	Car Allowance/Mileage	5,400.00	.00	5,400.00	.00	.00	900.00	4,500.00	17	5,400.00
5111	Medicare	339.00	.00	339.00	.00	.00	56.55	282.45	17	339.17
5112.102	Retirement Contribution Social Security	1,451.00	.00	1,451.00	.00	.00	241.80	1,209.20	17	1,450.80
5113	Worker's Compensation	198.00	.00	198.00	.00	.00	49.51	148.49	25	179.00
5202.100	Operating Supplies General	.00	.00	.00	.00	.00	.00	.00	+++	376.29
5220.100	Employee Development General	9,575.00	2,525.00	12,100.00	.00	.00	(445.00)	12,545.00	-4	10,628.50
	Program 4000 - Town Council Totals	\$34,963.00	\$2,525.00	\$37,488.00	\$0.00	\$0.00	\$3,742.86	\$33,745.14	10%	\$35,713.76
	Department 10 - Legislative Totals	\$34,963.00	\$2,525.00	\$37,488.00	\$0.00	\$0.00	\$3,742.86	\$33,745.14	10%	\$35,713.76
	Department 15 - Town Clerk									
	Program 4100 - Town Clerk									
5101	Salaries - Permanent	160,229.00	.00	160,229.00	.00	.00	24,340.80	135,888.20	15	157,264.33
5103.102	Differential Pay Out of Class	.00	.00	.00	.00	.00	107.99	(107.99)	+++	283.26
5106.100	Incentives & Admin Leave Administrative Leave	8,257.00	.00	8,257.00	.00	.00	.00	8,257.00	0	8,178.72
5106.200	Incentives & Admin Leave Gym Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	90.00
5107	Car Allowance/Mileage	2,400.00	.00	2,400.00	.00	.00	400.00	2,000.00	17	2,400.00
5111	Medicare	2,478.00	.00	2,478.00	.00	.00	344.27	2,133.73	14	2,319.79
5112.101	Retirement Contribution PERS	18,498.00	.00	18,498.00	.00	.00	2,822.63	15,675.37	15	19,412.24
5113	Worker's Compensation	1,766.00	.00	1,766.00	.00	.00	441.59	1,324.41	25	1,665.00
5114.101	Health Insurance Medical	18,022.00	.00	18,022.00	.00	.00	2,603.63	15,418.37	14	15,612.77
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	313.28	(313.28)	+++	2,269.24
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	47.88	(47.88)	+++	293.18



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Fund 1010 - General Fund										
EXPENSE										
Department 15 - Town Clerk										
Program 4100 - Town Clerk										
5115	Unemployment Compensation	.00	.00	.00	.00	.00	189.04	(189.04)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	1,429.00	.00	1,429.00	.00	.00	95.00	1,334.00	7	570.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	158.82	(158.82)	+++	883.62
5119.100	Retiree Costs Medical Insurance	22,066.00	.00	22,066.00	.00	.00	1,831.54	20,234.46	8	22,399.41
5201.100	Office Supplies General	200.00	.00	200.00	.00	.00	12.90	187.10	6	176.42
5202.100	Operating Supplies General	150.00	.00	150.00	.00	.00	13.44	136.56	9	141.71
5204	Subscriptions and Code Books	1,705.00	.00	1,705.00	.00	.00	59.14	1,645.86	3	2,087.10
5210.100	Postage General	200.00	.00	200.00	.00	.00	.00	200.00	0	175.93
5213.100	Professional/Contract Services General	10,223.00	.00	10,223.00	.00	.00	2,136.70	8,086.30	21	7,665.47
5214.100	Repair and Maint Service General	.00	.00	.00	.00	.00	.00	.00	+++	315.15
5218.100	Advertising General	2,000.00	.00	2,000.00	.00	.00	179.11	1,820.89	9	1,760.68
5220.100	Employee Development General	.00	.00	.00	.00	.00	.00	.00	+++	1,310.00
5221	Election-County Services	.00	.00	.00	.00	.00	.00	.00	+++	17,117.76
5501	Debt Service Payment - Principal	194.00	.00	194.00	.00	.00	97.00	97.00	50	193.95
Program 4100 - Town Clerk Totals		\$249,817.00	\$0.00	\$249,817.00	\$0.00	\$0.00	\$36,194.76	\$213,622.24	14%	\$264,585.73
Department 15 - Town Clerk Totals		\$249,817.00	\$0.00	\$249,817.00	\$0.00	\$0.00	\$36,194.76	\$213,622.24	14%	\$264,585.73
Department 20 - Administrative Services										
Program 4200 - Town Manager										
5101	Salaries - Permanent	88,514.00	.00	88,514.00	.00	.00	12,377.29	76,136.71	14	32,138.63
5102	Salaries - Temporary	.00	.00	.00	.00	.00	44.96	(44.96)	+++	46,687.20
5106.100	Incentives & Admin Leave Administrative Leave	4,336.00	.00	4,336.00	.00	.00	.00	4,336.00	0	4,447.00
5107	Car Allowance/Mileage	1,560.00	.00	1,560.00	.00	.00	202.00	1,358.00	13	168.00
5111	Medicare	194.00	.00	194.00	.00	.00	17.95	176.05	9	1,579.93
5112.101	Retirement Contribution PERS	10,219.00	.00	10,219.00	.00	.00	1,397.11	8,821.89	14	3,743.75
5113	Worker's Compensation	976.00	.00	976.00	.00	.00	244.05	731.95	25	244.00
5114.101	Health Insurance Medical	5,549.00	.00	5,549.00	.00	.00	985.56	4,563.44	18	5,311.62
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	86.44	(86.44)	+++	561.98
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	4.77	(4.77)	+++	47.22
5115	Unemployment Compensation	.00	.00	.00	.00	.00	70.12	(70.12)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	659.00	.00	659.00	.00	.00	32.11	626.89	5	126.49
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	64.66	(64.66)	+++	199.18
5119.100	Retiree Costs Medical Insurance	43,305.00	.00	43,305.00	81.77	.00	3,379.62	39,925.38	8	35,504.49
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	277.73	(277.73)	+++	34,370.37
5201.100	Office Supplies General	100.00	.00	100.00	.00	.00	.00	100.00	0	39.86
5202.100	Operating Supplies General	100.00	.00	100.00	.00	.00	46.72	53.28	47	.00
5210.100	Postage General	.00	.00	.00	.00	.00	.00	.00	+++	4.68



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Fund 1010 - General Fund										
EXPENSE										
Department 20 - Administrative Services										
Program 4200 - Town Manager										
5213.100	Professional/Contract Services General	.00	.00	.00	.00	.00	.00	.00	+++	18.64
5214.100	Repair and Maint Service General	.00	.00	.00	.00	.00	.00	.00	+++	500.00
5260	Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	234.30
5501	Debt Service Payment - Principal	194.00	.00	194.00	.00	.00	97.00	97.00	50	193.95
Program 4200 - Town Manager Totals		\$155,706.00	\$0.00	\$155,706.00	\$81.77	\$0.00	\$19,328.09	\$136,377.91	12%	\$166,121.29
Program 4201 - Central Services										
5101	Salaries - Permanent	115,371.00	.00	115,371.00	.00	.00	18,147.56	97,223.44	16	121,151.15
5106.100	Incentives & Admin Leave Administrative Leave	3,574.00	.00	3,574.00	.00	.00	.00	3,574.00	0	3,763.76
5111	Medicare	1,782.00	.00	1,782.00	.00	.00	274.55	1,507.45	15	1,786.16
5112.101	Retirement Contribution PERS	12,575.00	.00	12,575.00	.00	.00	2,095.14	10,479.86	17	13,361.33
5113	Worker's Compensation	1,272.00	.00	1,272.00	.00	.00	318.05	953.95	25	1,281.00
5114.101	Health Insurance Medical	14,363.00	.00	14,363.00	.00	.00	1,736.30	12,626.70	12	11,921.57
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	75.97	(75.97)	+++	1,339.31
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	9.44	(9.44)	+++	102.16
5115	Unemployment Compensation	.00	.00	.00	.00	.00	151.59	(151.59)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	1,136.00	.00	1,136.00	.00	.00	76.00	1,060.00	7	455.34
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	119.58	(119.58)	+++	659.21
5122	Accrual Bank Payoff	3,962.00	.00	3,962.00	.00	.00	.00	3,962.00	0	.00
5199.199	Other Fund Support IT-Serv from Tech Fee	(53,000.00)	.00	(53,000.00)	.00	.00	.00	(53,000.00)	0	(51,000.00)
5201.100	Office Supplies General	1,486.00	.00	1,486.00	.00	.00	405.06	1,080.94	27	409.52
5202.100	Operating Supplies General	19,358.00	.00	19,358.00	.00	.00	397.93	18,960.07	2	21,576.27
5203.100	Repairs and Maint Supplies General	700.00	.00	700.00	.00	.00	2,636.31	(1,936.31)	377	477.80
5209.101	Auto Fuel Expense Town Vehicles	400.00	.00	400.00	.00	.00	.00	400.00	0	101.88
5209.105	Auto Fuel Expense Employee Personal Vehicle Use	100.00	.00	100.00	.00	.00	.00	100.00	0	200.42
5210.100	Postage General	75.00	.00	75.00	.00	.00	.00	75.00	0	18.27
5211.135	Utilities Water and Sewer	730.00	.00	730.00	.00	.00	37.40	692.60	5	716.55
5211.137	Utilities Electric and Gas	22,950.00	.00	22,950.00	.00	.00	33.53	22,916.47	0	21,631.46
5212.100	Insurance General	211,455.00	.00	211,455.00	.00	.00	219,867.84	(8,412.84)	104	174,852.88
5213.100	Professional/Contract Services General	40,705.00	.00	40,705.00	.00	.00	.00	40,705.00	0	50,398.25
5214.100	Repair and Maint Service General	70,007.00	.00	70,007.00	2,153.25	(4,000.00)	7,015.04	66,991.96	4	71,604.53
5215.100	Rents and Leases Miscellaneous	1,419.00	.00	1,419.00	.00	.00	561.50	857.50	40	1,320.04
5215.106	Rents and Leases Copiers	5,134.00	.00	5,134.00	.00	.00	855.70	4,278.30	17	5,128.26
5216.100	Communications General Services	29,628.00	.00	29,628.00	.00	.00	2,985.43	26,642.57	10	28,656.30
5218.100	Advertising General	.00	.00	.00	.00	.00	71.06	(71.06)	+++	.00
5219.100	Printing General	500.00	.00	500.00	.00	.00	342.93	157.07	69	316.05
5225	Bank Fees and Charges	100.00	.00	100.00	.00	.00	.00	100.00	0	100.00



Budget Performance Report

Fiscal Year to Date 09/03/13

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 20 - Administrative Services										
Program 4201 - Central Services										
5260	Miscellaneous	25,331.00	.00	25,331.00	.00	.00	24,925.30	405.70	98	22,978.84
5304	Furniture & Equipment	14,480.00	.00	14,480.00	.00	.00	.00	14,480.00	0	7,698.19
5500	Bond Payments - Fiscal Agent	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	2,500.00
5501	Debt Service Payment - Principal	10,235.00	.00	10,235.00	.00	.00	5,116.36	5,118.64	50	12,424.12
5510	Bond Payments - Issuance Costs	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.00
Program 4201 - Central Services Totals		\$560,328.00	\$0.00	\$560,328.00	\$2,153.25	(\$4,000.00)	\$288,255.57	\$276,072.43	51%	\$527,930.62
Program 4203 - HR and Risk Management										
5101	Salaries - Permanent	36,119.00	.00	36,119.00	.00	.00	5,419.27	30,699.73	15	37,326.46
5105	Salaries - Overtime/FLSA	.00	.00	.00	.00	.00	.00	.00	+++	44.44
5111	Medicare	524.00	.00	524.00	.00	.00	74.21	449.79	14	552.64
5112.101	Retirement Contribution PERS	4,170.00	.00	4,170.00	.00	.00	625.66	3,544.34	15	4,116.14
5113	Worker's Compensation	398.00	.00	398.00	.00	.00	99.52	298.48	25	359.00
5114.101	Health Insurance Medical	15,391.00	.00	15,391.00	.00	.00	2,255.40	13,135.60	15	9,796.16
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	273.32	(273.32)	+++	1,017.27
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	27.76	(27.76)	+++	93.68
5115	Unemployment Compensation	.00	.00	.00	.00	.00	41.21	(41.21)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	458.00	.00	458.00	.00	.00	38.00	420.00	8	211.85
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	37.89	(37.89)	+++	235.15
5119.120	Retiree Costs PERS 1959 Survivor Benefits	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	2,256.00
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	924.87
5201.100	Office Supplies General	25.00	.00	25.00	.00	.00	.00	25.00	0	53.74
5202.100	Operating Supplies General	450.00	.00	450.00	.00	.00	.00	450.00	0	463.39
5210.100	Postage General	100.00	.00	100.00	.00	.00	.00	100.00	0	64.60
5213.100	Professional/Contract Services General	1,650.00	.00	1,650.00	.00	.00	484.38	1,165.62	29	1,607.58
5220.100	Employee Development General	800.00	.00	800.00	.00	.00	.00	800.00	0	785.27
5223.105	Meals and Refreshments Emergencies and Meetings	50.00	.00	50.00	.00	.00	.00	50.00	0	48.51
Program 4203 - HR and Risk Management Totals		\$62,135.00	\$0.00	\$62,135.00	\$0.00	\$0.00	\$9,376.62	\$52,758.38	15%	\$59,956.75
Program 4300 - Legal Services										
5210.100	Postage General	10.00	.00	10.00	.00	.00	.00	10.00	0	1.35
5213.100	Professional/Contract Services General	172,320.00	10,838.00	183,158.00	.00	.00	37,297.50	145,860.50	20	174,078.71
Program 4300 - Legal Services Totals		\$172,330.00	\$10,838.00	\$183,168.00	\$0.00	\$0.00	\$37,297.50	\$145,870.50	20%	\$174,080.06
Department 20 - Administrative Services Totals		\$950,499.00	\$10,838.00	\$961,337.00	\$2,235.02	(\$4,000.00)	\$354,257.78	\$611,079.22	36%	\$928,088.72
Department 25 - Finance										
Program 4400 - Finance										
5101	Salaries - Permanent	141,776.00	.00	141,776.00	.00	.00	21,761.42	120,014.58	15	141,678.53
5106.100	Incentives & Admin Leave Administrative Leave	7,297.00	.00	7,297.00	.00	.00	.00	7,297.00	0	7,328.33



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 25 - Finance										
Program 4400 - Finance										
5107	Car Allowance/Mileage	2,160.00	.00	2,160.00	.00	.00	360.00	1,800.00	17	2,160.00
5111	Medicare	2,193.00	.00	2,193.00	.00	.00	311.30	1,881.70	14	2,106.49
5112.101	Retirement Contribution PERS	16,368.00	.00	16,368.00	.00	.00	2,512.24	13,855.76	15	19,030.42
5113	Worker's Compensation	1,563.00	.00	1,563.00	.00	.00	390.83	1,172.17	25	1,543.00
5114.101	Health Insurance Medical	18,546.00	.00	18,546.00	.00	.00	2,751.42	15,794.58	15	16,374.50
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	298.64	(298.64)	+++	2,059.00
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	32.84	(32.84)	+++	191.71
5115	Unemployment Compensation	.00	.00	.00	.00	.00	171.28	(171.28)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	1,261.00	.00	1,261.00	.00	.00	82.85	1,178.15	7	497.20
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	140.65	(140.65)	+++	771.60
5119.100	Retiree Costs Medical Insurance	11,814.00	.00	11,814.00	.00	.00	762.69	11,051.31	6	9,322.57
5201.100	Office Supplies General	.00	.00	.00	.00	.00	.00	.00	+++	37.09
5202.100	Operating Supplies General	200.00	.00	200.00	.00	.00	.00	200.00	0	449.09
5210.100	Postage General	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,531.15
5213.100	Professional/Contract Services General	1,220.00	.00	1,220.00	.00	.00	58.18	1,161.82	5	555.63
5218.100	Advertising General	200.00	.00	200.00	.00	.00	.00	200.00	0	.00
5219.100	Printing General	600.00	.00	600.00	.00	.00	.00	600.00	0	859.91
5220.100	Employee Development General	364.00	.00	364.00	.00	.00	.00	364.00	0	124.00
5260	Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	60.00
5304	Furniture & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	1,451.45
Program 4400 - Finance Totals		\$207,062.00	\$0.00	\$207,062.00	\$0.00	\$0.00	\$29,634.34	\$177,427.66	14%	\$208,131.67
Program 5005 - Rental Properties										
5211.175	Utilities Rental Properties	2,100.00	.00	2,100.00	.00	.00	190.02	1,909.98	9	2,120.46
Program 5005 - Rental Properties Totals		\$2,100.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$190.02	\$1,909.98	9%	\$2,120.46
Department 25 - Finance Totals		\$209,162.00	\$0.00	\$209,162.00	\$0.00	\$0.00	\$29,824.36	\$179,337.64	14%	\$210,252.13
Department 30 - Police										
Program 4510 - Police Administration										
5101	Salaries - Permanent	319,715.00	.00	319,715.00	.00	.00	47,714.08	272,000.92	15	307,907.60
5103.102	Differential Pay Out of Class	.00	.00	.00	.00	.00	18.83	(18.83)	+++	184.33
5104	Wages - PS Holiday Pay	14,513.00	.00	14,513.00	.00	.00	2,129.92	12,383.08	15	13,817.40
5106.100	Incentives & Admin Leave Administrative Leave	13,015.00	.00	13,015.00	.00	.00	.00	13,015.00	0	1,899.20
5106.101	Incentives & Admin Leave School Incentive	8,400.00	.00	8,400.00	.00	.00	1,350.00	7,050.00	16	8,100.00
5109.100	Allowances Uniform Allowance	2,360.00	.00	2,360.00	.00	.00	393.32	1,966.68	17	2,359.92
5111	Medicare	5,191.00	.00	5,191.00	.00	.00	748.94	4,442.06	14	4,832.68
5112.101	Retirement Contribution PERS	89,112.00	.00	89,112.00	.00	.00	13,365.18	75,746.82	15	88,337.04
5113	Worker's Compensation	49,876.00	.00	49,876.00	.00	.00	12,471.48	37,404.52	25	41,688.00



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Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 30 - Police										
Program 4510 - Police Administration										
5114.101	Health Insurance Medical	38,545.00	.00	38,545.00	.00	.00	5,727.23	32,817.77	15	33,915.61
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	469.92	(469.92)	+++	3,374.16
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	68.00	(68.00)	+++	402.66
5115	Unemployment Compensation	.00	.00	.00	.00	.00	410.45	(410.45)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	2,588.00	.00	2,588.00	.00	.00	157.72	2,430.28	6	946.32
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	303.64	(303.64)	+++	1,639.33
5119.100	Retiree Costs Medical Insurance	61,206.00	.00	61,206.00	687.61	.00	5,934.84	55,271.16	10	57,829.94
5119.120	Retiree Costs PERS 1959 Survivor Benefits	1,249.00	.00	1,249.00	.00	.00	.00	1,249.00	0	1,248.00
5201.100	Office Supplies General	2,862.00	.00	2,862.00	.00	.00	258.09	2,603.91	9	1,682.86
5202.100	Operating Supplies General	6,676.00	.00	6,676.00	.00	.00	.00	6,676.00	0	7,638.18
5203.100	Repairs and Maint Supplies General	2,070.00	.00	2,070.00	.00	.00	80.63	1,989.37	4	2,097.80
5204	Subscriptions and Code Books	75.00	.00	75.00	.00	.00	.00	75.00	0	62.14
5210.100	Postage General	2,200.00	.00	2,200.00	.00	.00	600.00	1,600.00	27	1,862.97
5211.135	Utilities Water and Sewer	875.00	.00	875.00	.00	.00	.00	875.00	0	817.79
5211.137	Utilities Electric and Gas	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	26,944.52
5211.139	Utilities Propane	1,700.00	.00	1,700.00	.00	.00	194.96	1,505.04	11	1,508.95
5213.100	Professional/Contract Services General	43,208.00	.00	43,208.00	.00	.00	6,916.95	36,291.05	16	43,403.97
5214.100	Repair and Maint Service General	37,804.00	.00	37,804.00	.00	.00	3,904.26	33,899.74	10	34,368.42
5215.100	Rents and Leases Miscellaneous	614.00	.00	614.00	.00	.00	300.59	313.41	49	611.71
5215.106	Rents and Leases Copiers	1,010.00	.00	1,010.00	.00	.00	723.50	286.50	72	4,335.96
5216.100	Communications General Services	7,205.00	.00	7,205.00	.00	.00	472.87	6,732.13	7	5,677.55
5218.100	Advertising General	.00	.00	.00	.00	.00	.00	.00	+++	56.11
5219.100	Printing General	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,846.41
5220.100	Employee Development General	650.00	.00	650.00	.00	.00	630.00	20.00	97	8,340.51
5223.105	Meals and Refreshments Emergencies and Meetings	100.00	.00	100.00	.00	.00	40.00	60.00	40	248.06
5225	Bank Fees and Charges	1,733.00	.00	1,733.00	.00	.00	96.86	1,636.14	6	1,761.54
5304	Furniture & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	855.43
5501	Debt Service Payment - Principal	4,791.00	.00	4,791.00	302.56	.00	1,487.68	3,303.32	31	4,790.62
Program 4510 - Police Administration Totals		\$750,843.00	\$0.00	\$750,843.00	\$990.17	\$0.00	\$106,969.94	\$643,873.06	14%	\$717,393.69
Program 4520 - Police Operations										
5101	Salaries - Permanent	1,072,617.00	.00	1,072,617.00	.00	.00	150,009.32	922,607.68	14	1,012,415.62
5102	Salaries - Temporary	.00	.00	.00	.00	.00	.00	.00	+++	817.76
5103.102	Differential Pay Out of Class	.00	.00	.00	.00	.00	302.69	(302.69)	+++	3,459.23
5103.105	Differential Pay Swing/Graveyard Shift	.00	.00	.00	.00	.00	4,840.71	(4,840.71)	+++	32,716.84
5103.108	Differential Pay Canine Maintenance	.00	.00	.00	.00	.00	447.84	(447.84)	+++	3,654.60
5104	Wages - PS Holiday Pay	.00	.00	.00	.00	.00	.00	.00	+++	20,062.20



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 30 - Police										
Program 4520 - Police Operations										
5105	Salaries - Overtime/FLSA	200,000.00	.00	200,000.00	.00	.00	29,990.10	170,009.90	15	197,453.25
5106.101	Incentives & Admin Leave School Incentive	40,345.00	.00	40,345.00	.00	.00	6,550.30	33,794.70	16	40,800.11
5106.103	Incentives & Admin Leave Team Pay	.00	.00	.00	.00	.00	838.40	(838.40)	+++	5,300.54
5106.200	Incentives & Admin Leave Gym Reimbursement	840.00	.00	840.00	.00	.00	90.00	750.00	11	540.00
5109.100	Allowances Uniform Allowance	682.00	.00	682.00	.00	.00	113.68	568.32	17	7,615.75
5111	Medicare	19,060.00	.00	19,060.00	.00	.00	2,751.10	16,308.90	14	18,213.45
5112.101	Retirement Contribution PERS	283,356.00	.00	283,356.00	.00	.00	41,449.36	241,906.64	15	273,972.72
5113	Worker's Compensation	127,871.00	.00	127,871.00	.00	.00	31,974.09	95,896.91	25	100,517.00
5114.101	Health Insurance Medical	261,652.00	.00	261,652.00	.00	.00	38,998.59	222,653.41	15	228,373.79
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	3,859.08	(3,859.08)	+++	24,849.82
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	384.60	(384.60)	+++	2,350.88
5115	Unemployment Compensation	6,529.00	.00	6,529.00	.00	.00	1,523.86	5,005.14	23	11,700.00
5116.101	Life and Disability Insurance Life & Disab.	10,580.00	.00	10,580.00	.00	.00	684.00	9,896.00	6	4,237.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	1,061.26	(1,061.26)	+++	6,583.19
5119.100	Retiree Costs Medical Insurance	99,379.00	.00	99,379.00	.00	.00	7,957.15	91,421.85	8	95,003.34
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	3,139.78
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(144,800.00)	.00	(144,800.00)	.00	.00	.00	(144,800.00)	0	(151,873.79)
5202.100	Operating Supplies General	11,100.00	.00	11,100.00	.00	.00	.00	11,100.00	0	18,371.45
5209.101	Auto Fuel Expense Town Vehicles	68,000.00	.00	68,000.00	.00	.00	3,400.56	64,599.44	5	66,582.51
5213.100	Professional/Contract Services General	8,000.00	.00	8,000.00	.00	.00	.00	8,000.00	0	6,422.73
5214.100	Repair and Maint Service General	.00	.00	.00	.00	.00	.00	.00	+++	1,042.56
5216.100	Communications General Services	6,600.00	.00	6,600.00	.00	.00	570.15	6,029.85	9	6,626.01
5217	Extradition/Transportation Expen	500.00	.00	500.00	.00	.00	.00	500.00	0	54.43
5218.100	Advertising General	600.00	.00	600.00	.00	.00	.00	600.00	0	.00
5220.100	Employee Development General	13,750.00	.00	13,750.00	.00	.00	468.22	13,281.78	3	31,275.43
5220.110	Employee Development Education Reimb MOU	2,200.00	.00	2,200.00	.00	.00	.00	2,200.00	0	1,100.00
Program										
5223.105	Meals and Refreshments Emergencies and Meetings	200.00	.00	200.00	.00	.00	.00	200.00	0	65.76
5304	Furniture & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	855.43
5501	Debt Service Payment - Principal	193.00	.00	193.00	.00	.00	96.65	96.35	50	193.30
Program 4520 - Police Operations Totals		\$2,089,254.00	\$0.00	\$2,089,254.00	\$0.00	\$0.00	\$328,361.71	\$1,760,892.29	16%	\$2,074,492.69
Program 4530 - Public Safety Communications										
5101	Salaries - Permanent	315,168.00	.00	315,168.00	.00	.00	32,899.78	282,268.22	10	329,180.97
5102	Salaries - Temporary	93,620.00	.00	93,620.00	.00	.00	15,977.56	77,642.44	17	75,613.34
5103.102	Differential Pay Out of Class	.00	.00	.00	.00	.00	.00	.00	+++	1,344.89
5103.105	Differential Pay Swing/Graveyard Shift	.00	.00	.00	.00	.00	1,774.02	(1,774.02)	+++	10,966.64
5104	Wages - PS Holiday Pay	.00	.00	.00	.00	.00	.00	.00	+++	6,499.96



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 30 - Police										
Program 4530 - Public Safety Communications										
5105	Salaries - Overtime/FLSA	32,200.00	.00	32,200.00	.00	.00	10,596.18	21,603.82	33	42,694.29
5106.101	Incentives & Admin Leave School Incentive	7,114.00	.00	7,114.00	.00	.00	772.44	6,341.56	11	7,986.50
5109.100	Allowances Uniform Allowance	682.00	.00	682.00	.00	.00	113.68	568.32	17	3,367.92
5111	Medicare	6,507.00	.00	6,507.00	.00	.00	927.22	5,579.78	14	6,727.71
5112.101	Retirement Contribution PERS	32,181.00	.00	32,181.00	.00	.00	4,070.57	28,110.43	13	37,832.81
5112.102	Retirement Contribution Social Security	.00	.00	.00	.00	.00	.00	.00	+++	227.30
5113	Worker's Compensation	22,570.00	.00	22,570.00	.00	.00	5,643.62	16,926.38	25	16,100.00
5114.101	Health Insurance Medical	102,887.00	.00	102,887.00	.00	.00	11,195.29	91,691.71	11	86,140.81
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	1,059.02	(1,059.02)	+++	9,445.85
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	100.48	(100.48)	+++	887.66
5115	Unemployment Compensation	5,300.00	.00	5,300.00	.00	.00	507.18	4,792.82	10	6,025.00
5116.101	Life and Disability Insurance Life & Disab.	3,651.00	.00	3,651.00	.00	.00	150.12	3,500.88	4	1,660.72
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	247.08	(247.08)	+++	2,125.70
5119.100	Retiree Costs Medical Insurance	59,179.00	.00	59,179.00	76.85	.00	4,581.80	54,597.20	8	47,026.55
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	1,997.96	(1,997.96)	+++	14,333.88
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(50,000.00)	.00	(50,000.00)	.00	.00	.00	(50,000.00)	0	.00
5202.100	Operating Supplies General	2,150.00	.00	2,150.00	.00	.00	53.66	2,096.34	2	3,193.60
5204	Subscriptions and Code Books	152.00	.00	152.00	.00	.00	144.00	8.00	95	144.00
5213.100	Professional/Contract Services General	6,000.00	.00	6,000.00	.00	.00	85.29	5,914.71	1	3,560.90
5214.100	Repair and Maint Service General	33,564.00	.00	33,564.00	.00	.00	.00	33,564.00	0	31,065.00
5216.100	Communications General Services	28,450.00	.00	28,450.00	.00	.00	2,208.50	26,241.50	8	24,861.97
5218.100	Advertising General	.00	.00	.00	.00	.00	59.36	(59.36)	+++	5.69
5220.100	Employee Development General	1,340.00	.00	1,340.00	.00	.00	(91.25)	1,431.25	-7	3,240.40
5223.105	Meals and Refreshments Emergencies and Meetings	.00	.00	.00	.00	.00	.00	.00	+++	62.66
5501	Debt Service Payment - Principal	64,785.00	.00	64,785.00	468.14	.00	30,987.72	33,797.28	48	68,071.68
Program 4530 - Public Safety Communications Totals		\$767,500.00	\$0.00	\$767,500.00	\$544.99	\$0.00	\$126,061.28	\$641,438.72	16%	\$840,394.40
Program 4550 - Fleet Management										
5101	Salaries - Permanent	64,168.00	.00	64,168.00	.00	.00	9,872.00	54,296.00	15	62,712.00
5106.100	Incentives & Admin Leave Administrative Leave	2,715.00	.00	2,715.00	.00	.00	.00	2,715.00	0	2,720.96
5109.100	Allowances Uniform Allowance	500.00	.00	500.00	.00	.00	83.32	416.68	17	499.92
5109.102	Allowances Tool Allowance	1,000.00	.00	1,000.00	.00	.00	1,000.00	.00	100	1,000.00
5111	Medicare	992.00	.00	992.00	.00	.00	138.47	853.53	14	821.56
5112.101	Retirement Contribution PERS	7,408.00	.00	7,408.00	.00	.00	1,149.35	6,258.65	16	6,971.01
5113	Worker's Compensation	2,814.00	.00	2,814.00	.00	.00	703.64	2,110.36	25	2,640.00
5114.101	Health Insurance Medical	15,391.00	.00	15,391.00	.00	.00	2,257.01	13,133.99	15	13,530.26
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	273.32	(273.32)	+++	1,552.93



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 30 - Police										
Program 4550 - Fleet Management										
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	27.76	(27.76)	+++	166.56
5115	Unemployment Compensation	.00	.00	.00	.00	.00	73.95	(73.95)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	648.00	.00	648.00	.00	.00	38.00	610.00	6	228.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	68.78	(68.78)	+++	405.77
5119.100	Retiree Costs Medical Insurance	10,441.00	.00	10,441.00	.00	.00	524.36	9,916.64	5	10,562.15
5201.100	Office Supplies General	25.00	.00	25.00	.00	.00	.00	25.00	0	.00
5202.100	Operating Supplies General	100.00	.00	100.00	.00	.00	.00	100.00	0	729.18
5203.100	Repairs and Maint Supplies General	31,050.00	.00	31,050.00	.00	.00	7,051.09	23,998.91	23	32,983.12
5209.101	Auto Fuel Expense Town Vehicles	1,500.00	.00	1,500.00	.00	.00	57.38	1,442.62	4	1,681.44
5210.100	Postage General	50.00	.00	50.00	.00	.00	.00	50.00	0	50.42
5213.100	Professional/Contract Services General	2,800.00	.00	2,800.00	.00	.00	246.50	2,553.50	9	2,804.75
5214.100	Repair and Maint Service General	24,600.00	.00	24,600.00	.00	.00	1,626.54	22,973.46	7	26,781.74
5216.100	Communications General Services	900.00	.00	900.00	.00	.00	126.81	773.19	14	961.65
5220.100	Employee Development General	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.00
5303	Improvements	1,000.00	.00	1,000.00	.00	.00	918.00	82.00	92	.00
5501	Debt Service Payment - Principal	4,365.00	.00	4,365.00	.00	.00	2,183.01	2,181.99	50	4,365.67
Program 4550 - Fleet Management Totals		\$173,967.00	\$0.00	\$173,967.00	\$0.00	\$0.00	\$28,419.29	\$145,547.71	16%	\$174,169.09
Department 30 - Police Totals		\$3,781,564.00	\$0.00	\$3,781,564.00	\$1,535.16	\$0.00	\$589,812.22	\$3,191,751.78	16%	\$3,806,449.87
Department 35 - Fire										
Program 0000 - Non Program Activity										
5280.100	Bad Debt Write Off Expense	.00	.00	.00	.00	.00	.00	.00	+++	2,662.28
Program 0000 - Non Program Activity Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$2,662.28
Program 4610 - Fire - Administrative										
5101	Salaries - Permanent	34,017.00	.00	34,017.00	.00	.00	3,457.92	30,559.08	10	22,732.80
5102	Salaries - Temporary	.00	.00	.00	.00	.00	1,775.52	(1,775.52)	+++	11,540.88
5106.200	Incentives & Admin Leave Gym Reimbursement	.00	.00	.00	.00	.00	90.00	(90.00)	+++	.00
5111	Medicare	493.00	.00	493.00	.00	.00	84.74	408.26	17	542.24
5112.101	Retirement Contribution PERS	3,310.00	.00	3,310.00	.00	.00	399.20	2,910.80	12	2,507.08
5112.102	Retirement Contribution Social Security	.00	.00	.00	.00	.00	110.08	(110.08)	+++	715.53
5113	Worker's Compensation	754.00	.00	754.00	.00	.00	188.54	565.46	25	727.00
5114.101	Health Insurance Medical	3,123.00	.00	3,123.00	.00	.00	520.48	2,602.52	17	3,122.88
5115	Unemployment Compensation	.00	.00	.00	.00	.00	46.06	(46.06)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	284.00	.00	284.00	.00	.00	22.80	261.20	8	136.80
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	24.28	(24.28)	+++	146.65
5119.100	Retiree Costs Medical Insurance	58,649.00	.00	58,649.00	220.55	.00	5,318.89	53,330.11	9	57,157.10
5201.100	Office Supplies General	1,000.00	.00	1,000.00	.00	.00	69.59	930.41	7	814.19



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Fund 1010 - General Fund										
EXPENSE										
Department 35 - Fire										
Program 4610 - Fire - Administrative										
5202.100	Operating Supplies General	1,510.00	.00	1,510.00	.00	.00	165.14	1,344.86	11	2,926.71
5203.100	Repairs and Maint Supplies General	5,000.00	.00	5,000.00	.00	.00	999.87	4,000.13	20	5,143.33
5204	Subscriptions and Code Books	960.00	.00	960.00	.00	.00	.00	960.00	0	945.99
5209.105	Auto Fuel Expense Employee Personal Vehicle Use	.00	.00	.00	.00	.00	.00	.00	+++	15.54
5210.100	Postage General	330.00	.00	330.00	.00	.00	.00	330.00	0	361.56
5211.135	Utilities Water and Sewer	2,340.00	.00	2,340.00	.00	.00	214.98	2,125.02	9	2,349.28
5211.137	Utilities Electric and Gas	19,000.00	.00	19,000.00	.00	.00	101.98	18,898.02	1	17,963.91
5211.139	Utilities Propane	550.00	.00	550.00	.00	.00	17.75	532.25	3	310.44
5213.100	Professional/Contract Services General	5,130.00	.00	5,130.00	.00	.00	19.65	5,110.35	0	4,619.37
5214.100	Repair and Maint Service General	15,004.00	.00	15,004.00	.00	.00	252.00	14,752.00	2	10,520.15
5215.106	Rents and Leases Copiers	6,600.00	.00	6,600.00	547.84	.00	1,684.65	4,915.35	26	6,630.25
5216.100	Communications General Services	12,060.00	.00	12,060.00	.00	.00	1,491.15	10,568.85	12	13,979.22
5219.100	Printing General	500.00	.00	500.00	.00	.00	.00	500.00	0	53.54
5220.100	Employee Development General	.00	.00	.00	.00	.00	.00	.00	+++	459.00
5303	Improvements	4,000.00	.00	4,000.00	.00	.00	232.28	3,767.72	6	7,281.30
5304	Furniture & Equipment	901.00	.00	901.00	.00	.00	.00	901.00	0	855.42
5501	Debt Service Payment - Principal	387.00	.00	387.00	.00	.00	193.00	194.00	50	10,830.14
Program 4610 - Fire - Administrative Totals		\$175,902.00	\$0.00	\$175,902.00	\$768.39	\$0.00	\$17,480.55	\$158,421.45	10%	\$185,388.30
Program 4615 - Fire - EOC										
5202.100	Operating Supplies General	50.00	.00	50.00	.00	.00	.00	50.00	0	71.26
5203.100	Repairs and Maint Supplies General	.00	.00	.00	.00	.00	.00	.00	+++	52.64
5213.100	Professional/Contract Services General	120.00	.00	120.00	.00	.00	.00	120.00	0	152.00
5214.100	Repair and Maint Service General	5,910.00	.00	5,910.00	.00	.00	.00	5,910.00	0	12,000.00
5216.100	Communications General Services	4,001.00	.00	4,001.00	112.49	.00	554.28	3,446.72	14	4,001.05
Program 4615 - Fire - EOC Totals		\$10,081.00	\$0.00	\$10,081.00	\$112.49	\$0.00	\$554.28	\$9,526.72	5%	\$16,276.95
Program 4630 - Fire - Suppression										
5101	Salaries - Permanent	.00	.00	.00	.00	.00	90.86	(90.86)	+++	693,301.79
5103.102	Differential Pay Out of Class	.00	.00	.00	.00	.00	.00	.00	+++	1,710.68
5104	Wages - PS Holiday Pay	.00	1,565.00	1,565.00	.00	.00	1,855.82	(290.82)	119	33,021.49
5105	Salaries - Overtime/FLSA	.00	.00	.00	.00	.00	.00	.00	+++	212,301.24
5105.200	Salaries - Overtime/FLSA State Assistance Overtime	.00	.00	.00	.00	.00	.00	.00	+++	46,794.00
5106.102	Incentives & Admin Leave Emergency Medical Tech	.00	.00	.00	.00	.00	45.00	(45.00)	+++	4,118.55
5106.103	Incentives & Admin Leave Team Pay	.00	.00	.00	.00	.00	18.40	(18.40)	+++	28,271.10
5106.200	Incentives & Admin Leave Gym Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	2,298.47
5109.100	Allowances Uniform Allowance	.00	.00	.00	.00	.00	127.34	(127.34)	+++	11,377.75
5111	Medicare	.00	.00	.00	.00	.00	30.77	(30.77)	+++	15,152.91
5112.101	Retirement Contribution PERS	.00	.00	.00	.00	.00	157.89	(157.89)	+++	195,175.94



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Fund 1010 - General Fund										
EXPENSE										
Department 35 - Fire										
Program 4630 - Fire - Suppression										
5113	Worker's Compensation	.00	.00	.00	.00	.00	.00	.00	+++	120,898.00
5114.101	Health Insurance Medical	.00	.00	.00	.00	.00	1,009.15	(1,009.15)	+++	142,194.76
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	.00	.00	+++	12,846.20
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	.00	.00	+++	1,176.96
5115	Unemployment Compensation	.00	.00	.00	.00	.00	16.19	(16.19)	+++	5,850.00
5116.101	Life and Disability Insurance Life & Disab.	.00	.00	.00	.00	.00	.00	.00	+++	2,204.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	(1.00)	1.00	+++	1,415.00
5119.100	Retiree Costs Medical Insurance	209,182.00	.00	209,182.00	.00	.00	16,930.38	192,251.62	8	217,605.70
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	15.22	(15.22)	+++	94,954.79
5202.100	Operating Supplies General	19,404.00	.00	19,404.00	.00	.00	1,079.41	18,324.59	6	21,399.90
5203.100	Repairs and Maint Supplies General	9,000.00	.00	9,000.00	.00	.00	554.86	8,445.14	6	2,430.00
5209.101	Auto Fuel Expense Town Vehicles	32,000.00	.00	32,000.00	.00	.00	1,386.94	30,613.06	4	31,191.70
5213.100	Professional/Contract Services General	2,667,690.00	.00	2,667,690.00	.00	.00	854.50	2,666,835.50	0	740,706.75
5214.100	Repair and Maint Service General	17,000.00	.00	17,000.00	.00	.00	.00	17,000.00	0	12,286.25
5216.100	Communications General Services	.00	.00	.00	.00	.00	.00	.00	+++	1,213.74
5220.100	Employee Development General	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	2,137.86
5223.105	Meals and Refreshments Emergencies and Meetings	.00	.00	.00	.00	.00	.00	.00	+++	16.95
5269.135	Emergency Incident Costs Fire Related	2,000.00	.00	2,000.00	.00	.00	66.40	1,933.60	3	1,914.01
5304	Furniture & Equipment	29,000.00	.00	29,000.00	.00	.00	.00	29,000.00	0	10,942.63
5501	Debt Service Payment - Principal	141,405.00	.00	141,405.00	45,526.83	.00	50,414.49	90,990.51	36	73,107.22
Program 4630 - Fire - Suppression Totals		\$3,129,181.00	\$1,565.00	\$3,130,746.00	\$45,526.83	\$0.00	\$74,652.62	\$3,056,093.38	2%	\$2,740,016.34
Program 4640 - Fire - Volunteer Program										
5118	Volunteer Benefits	18,601.00	.00	18,601.00	.00	.00	2,429.87	16,171.13	13	13,216.40
5202.100	Operating Supplies General	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	800.35
5213.100	Professional/Contract Services General	16,970.00	.00	16,970.00	.00	.00	.00	16,970.00	0	6,233.25
5220.100	Employee Development General	1,010.00	.00	1,010.00	.00	.00	.00	1,010.00	0	368.00
Program 4640 - Fire - Volunteer Program Totals		\$38,581.00	\$0.00	\$38,581.00	\$0.00	\$0.00	\$2,429.87	\$36,151.13	6%	\$20,618.00
Department 35 - Fire Totals		\$3,353,745.00	\$1,565.00	\$3,355,310.00	\$46,407.71	\$0.00	\$95,117.32	\$3,260,192.68	3%	\$2,964,961.87
Department 40 - Community Development										
Program 4720 - CDD Planning										
5101	Salaries - Permanent	93,813.00	.00	93,813.00	.00	.00	14,370.37	79,442.63	15	92,837.57
5106.100	Incentives & Admin Leave Administrative Leave	2,510.00	.00	2,510.00	.00	.00	.00	2,510.00	0	3,753.00
5106.200	Incentives & Admin Leave Gym Reimbursement	468.00	.00	468.00	.00	.00	27.00	441.00	6	81.00
5107	Car Allowance/Mileage	1,128.00	.00	1,128.00	.00	.00	188.00	940.00	17	1,128.00
5111	Medicare	1,413.00	.00	1,413.00	.00	.00	196.46	1,216.54	14	1,481.66
5112.101	Retirement Contribution PERS	6,679.00	.00	6,679.00	.00	.00	1,027.49	5,651.51	15	7,935.60



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Fund 1010 - General Fund										
EXPENSE										
Department 40 - Community Development										
Program 4720 - CDD Planning										
5113	Worker's Compensation	2,215.00	.00	2,215.00	.00	.00	553.86	1,661.14	25	2,547.00
5114.101	Health Insurance Medical	22,996.00	.00	22,996.00	.00	.00	2,970.60	20,025.40	13	14,241.43
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	295.16	(295.16)	+++	1,262.10
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	35.20	(35.20)	+++	199.19
5115	Unemployment Compensation	.00	.00	.00	.00	.00	107.48	(107.48)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	935.00	.00	935.00	.00	.00	68.60	866.40	7	338.53
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	89.24	(89.24)	+++	500.03
5119.100	Retiree Costs Medical Insurance	16,089.00	.00	16,089.00	40.88	.00	1,430.52	14,658.48	9	16,094.75
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	9,690.78
5201.100	Office Supplies General	50.00	.00	50.00	.00	.00	.00	50.00	0	104.22
5202.100	Operating Supplies General	400.00	.00	400.00	.00	.00	.00	400.00	0	452.19
5209.101	Auto Fuel Expense Town Vehicles	1,900.00	.00	1,900.00	.00	.00	.00	1,900.00	0	1,427.64
5210.100	Postage General	400.00	.00	400.00	.00	.00	.00	400.00	0	367.62
5213.100	Professional/Contract Services General	30,000.00	.00	30,000.00	.00	.00	216.00	29,784.00	1	298.00
5214.100	Repair and Maint Service General	8,276.00	.00	8,276.00	.00	.00	8,027.59	248.41	97	7,147.34
5218.100	Advertising General	500.00	.00	500.00	.00	.00	.00	500.00	0	378.76
5219.100	Printing General	.00	.00	.00	.00	.00	.00	.00	+++	50.31
5220.100	Employee Development General	500.00	.00	500.00	.00	.00	.00	500.00	0	300.00
5223.105	Meals and Refreshments Emergencies and Meetings	.00	.00	.00	.00	.00	.00	.00	+++	28.85
5501	Debt Service Payment - Principal	580.00	.00	580.00	.00	.00	290.00	290.00	50	2,662.81
Program 4720 - CDD Planning Totals		\$190,852.00	\$0.00	\$190,852.00	\$40.88	\$0.00	\$29,893.57	\$160,958.43	16%	\$165,308.38
Program 4780 - CDD - Waste Management										
5101	Salaries - Permanent	21,624.00	.00	21,624.00	.00	.00	3,326.79	18,297.21	15	21,205.23
5106.100	Incentives & Admin Leave Administrative Leave	641.00	.00	641.00	.00	.00	.00	641.00	0	600.48
5106.200	Incentives & Admin Leave Gym Reimbursement	79.00	.00	79.00	.00	.00	19.80	59.20	25	59.40
5107	Car Allowance/Mileage	288.00	.00	288.00	.00	.00	48.00	240.00	17	288.00
5111	Medicare	327.00	.00	327.00	.00	.00	46.25	280.75	14	299.34
5112.101	Retirement Contribution PERS	2,497.00	.00	2,497.00	.00	.00	384.06	2,112.94	15	2,775.64
5113	Worker's Compensation	238.00	.00	238.00	.00	.00	59.51	178.49	25	224.00
5114.101	Health Insurance Medical	4,393.00	.00	4,393.00	.00	.00	652.23	3,740.77	15	3,626.43
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	65.84	(65.84)	+++	430.71
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	7.76	(7.76)	+++	46.56
5115	Unemployment Compensation	.00	.00	.00	.00	.00	25.25	(25.25)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	210.00	.00	210.00	.00	.00	15.20	194.80	7	91.20
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	23.32	(23.32)	+++	136.59
5211.135	Utilities Water and Sewer	2,500.00	.00	2,500.00	.00	.00	184.67	2,315.33	7	2,449.50



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Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 40 - Community Development										
Program 4780 - CDD - Waste Management Totals		\$32,797.00	\$0.00	\$32,797.00	\$0.00	\$0.00	\$4,858.68	\$27,938.32	15%	\$32,233.08
Department 40 - Community Development Totals		\$223,649.00	\$0.00	\$223,649.00	\$40.88	\$0.00	\$34,752.25	\$188,896.75	16%	\$197,541.46
Department 45 - Public Works										
Program 4740 - Public Works - Engineering										
5101	Salaries - Permanent	.00	.00	.00	.00	.00	.00	.00	+++	11,412.07
5105	Salaries - Overtime/FLSA	.00	.00	.00	.00	.00	.00	.00	+++	38.27
5106.100	Incentives & Admin Leave Administrative Leave	.00	.00	.00	.00	.00	.00	.00	+++	103.65
5106.200	Incentives & Admin Leave Gym Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	2.70
5109.101	Allowances Boot Allowance	.00	.00	.00	.00	.00	.00	.00	+++	45.00
5111	Medicare	.00	.00	.00	.00	.00	.00	.00	+++	178.01
5112.101	Retirement Contribution PERS	.00	.00	.00	.00	.00	.00	.00	+++	1,105.22
5113	Worker's Compensation	.00	.00	.00	.00	.00	.00	.00	+++	967.00
5114.101	Health Insurance Medical	.00	.00	.00	.00	.00	.00	.00	+++	1,723.71
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	.00	.00	+++	311.54
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	.00	.00	+++	24.07
5116.101	Life and Disability Insurance Life & Disab.	.00	.00	.00	.00	.00	.00	.00	+++	51.85
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	.00	.00	+++	116.98
5119.100	Retiree Costs Medical Insurance	10,385.00	.00	10,385.00	.00	.00	851.18	9,533.82	8	11,263.85
5201.100	Office Supplies General	.00	.00	.00	.00	.00	.00	.00	+++	39.71
5202.100	Operating Supplies General	300.00	.00	300.00	.00	.00	.00	300.00	0	218.95
5204	Subscriptions and Code Books	.00	.00	.00	.00	.00	.00	.00	+++	129.30
5209.101	Auto Fuel Expense Town Vehicles	.00	.00	.00	.00	.00	155.43	(155.43)	+++	791.34
5210.100	Postage General	150.00	.00	150.00	.00	.00	.00	150.00	0	68.16
5213.100	Professional/Contract Services General	4,000.00	.00	4,000.00	.00	.00	178.00	3,822.00	4	11,589.49
5214.100	Repair and Maint Service General	6,278.00	.00	6,278.00	.00	.00	4,537.33	1,740.67	72	5,224.59
5216.100	Communications General Services	.00	.00	.00	.00	.00	.00	.00	+++	896.33
5219.100	Printing General	.00	.00	.00	.00	.00	.00	.00	+++	1.00
5220.100	Employee Development General	300.00	.00	300.00	.00	.00	.00	300.00	0	131.96
5501	Debt Service Payment - Principal	387.00	.00	387.00	.00	.00	96.35	290.65	25	2,275.86
Program 4740 - Public Works - Engineering Totals		\$21,800.00	\$0.00	\$21,800.00	\$0.00	\$0.00	\$5,818.29	\$15,981.71	27%	\$48,710.61
Program 4745 - Paradise Community Park										
5101	Salaries - Permanent	.00	.00	.00	.00	.00	.00	.00	+++	7,103.75
5103.101	Differential Pay On Call	.00	.00	.00	.00	.00	.00	.00	+++	895.50
5105	Salaries - Overtime/FLSA	.00	.00	.00	.00	.00	.00	.00	+++	227.19
5109.101	Allowances Boot Allowance	.00	.00	.00	.00	.00	.00	.00	+++	60.00
5111	Medicare	.00	.00	.00	.00	.00	.00	.00	+++	136.22
5112.101	Retirement Contribution PERS	.00	.00	.00	.00	.00	.00	.00	+++	806.57



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 45 - Public Works										
Program 4745 - Paradise Community Park										
5113	Worker's Compensation	.00	.00	.00	.00	.00	.00	.00	+++	930.00
5114.101	Health Insurance Medical	.00	.00	.00	.00	.00	.00	.00	+++	1,105.94
5116.101	Life and Disability Insurance Life & Disab.	.00	.00	.00	.00	.00	.00	.00	+++	48.45
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	.00	.00	+++	49.86
5202.100	Operating Supplies General	2,650.00	.00	2,650.00	.00	.00	49.43	2,600.57	2	3,210.98
5203.100	Repairs and Maint Supplies General	1,650.00	.00	1,650.00	.00	.00	.00	1,650.00	0	2,425.46
5211.135	Utilities Water and Sewer	2,600.00	.00	2,600.00	.00	.00	.00	2,600.00	0	2,818.67
5211.137	Utilities Electric and Gas	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	3,015.70
5213.100	Professional/Contract Services General	.00	.00	.00	.00	.00	.00	.00	+++	50.00
5214.100	Repair and Maint Service General	1,000.00	.00	1,000.00	.00	.00	188.15	811.85	19	861.55
5215.100	Rents and Leases Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	100.00
5216.100	Communications General Services	190.00	.00	190.00	.00	.00	15.63	174.37	8	187.58
5223.101	Meals and Refreshments Employee Meals-MOU Overtime	.00	.00	.00	.00	.00	.00	.00	+++	3.00
5260	Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	81.00
5304	Furniture & Equipment	300.00	.00	300.00	.00	.00	.00	300.00	0	.00
Program 4745 - Paradise Community Park Totals		\$11,390.00	\$0.00	\$11,390.00	\$0.00	\$0.00	\$253.21	\$11,136.79	2%	\$24,117.42
Program 4747 - Public Facilities										
5203.100	Repairs and Maint Supplies General	400.00	.00	400.00	.00	.00	60.69	339.31	15	123.82
5211.135	Utilities Water and Sewer	4,300.00	.00	4,300.00	.00	.00	277.49	4,022.51	6	4,425.62
5214.100	Repair and Maint Service General	740.00	.00	740.00	.00	.00	.00	740.00	0	.00
Program 4747 - Public Facilities Totals		\$5,440.00	\$0.00	\$5,440.00	\$0.00	\$0.00	\$338.18	\$5,101.82	6%	\$4,549.44
Department 45 - Public Works Totals		\$38,630.00	\$0.00	\$38,630.00	\$0.00	\$0.00	\$6,409.68	\$32,220.32	17%	\$77,377.47
EXPENSE TOTALS		\$9,767,282.00	\$14,928.00	\$9,782,210.00	\$50,218.77	(\$4,000.00)	\$1,152,599.50	\$8,633,610.50	12%	\$9,364,490.25
Fund 1010 - General Fund Totals										
REVENUE TOTALS		9,770,070.00	31,601.00	9,801,671.00	.00	.00	59,201.54	9,742,469.46	1	9,917,531.78
EXPENSE TOTALS		9,767,282.00	14,928.00	9,782,210.00	50,218.77	(4,000.00)	1,152,599.50	8,633,610.50	12	9,364,490.25
Fund 1010 - General Fund Totals		\$2,788.00	\$16,673.00	\$19,461.00	(\$50,218.77)	\$4,000.00	(\$1,093,397.96)	\$1,108,858.96		\$553,041.53
Fund 2030 - Building Safety & Waste Wtr Svcs										
REVENUE										
Department 40 - Community Development										
Program 4730 - Building and Onsite Inspections										
3380.102	Local Government Revenue Fines and Citations Onsite	8,000.00	.00	8,000.00	.00	.00	1,025.00	6,975.00	13	9,585.01
3401.301	CDD Building Plan Check Fees	40,154.00	.00	40,154.00	.00	.00	11,657.29	28,496.71	29	40,684.52
3401.302	CDD Building Construction Review-Bldg Permit	153,935.00	.00	153,935.00	.00	.00	26,529.22	127,405.78	17	126,214.77
3401.306	CDD Building Development Permit/DIF Est Req	76.00	.00	76.00	.00	.00	76.00	.00	100	.00



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Fund 2030 - Building Safety & Waste Wtr Svcs										
REVENUE										
Department 40 - Community Development										
Program 4730 - Building and Onsite Inspections										
3401.307	CDD Building Design Review Application	64.00	.00	64.00	.00	.00	.00	64.00	0	192.00
3401.308	CDD Building Solar System Plan Checks/Permits	.00	.00	.00	.00	.00	.00	.00	+++	72.00
3401.320	CDD Building Permit Valuation Surcharge	163.00	.00	163.00	.00	60.00	60.00	103.00	37	41.00
3404.116	Onsite Land Use Review	3,800.00	.00	3,800.00	.00	1,718.98	1,718.98	2,081.02	45	3,237.00
3404.117	Onsite Repairs to Maintain Existing Use	58,000.00	.00	58,000.00	.00	14,754.33	14,754.33	43,245.67	25	52,881.96
3404.118	Onsite New Installation Standard System	1,500.00	.00	1,500.00	.00	1,885.56	1,885.56	(385.56)	126	2,155.40
3404.119	Onsite Permit: Alteration/Expanded Use	1,000.00	.00	1,000.00	.00	259.74	259.74	740.26	26	905.00
3404.120	Onsite Review for Land Division	575.00	.00	575.00	.00	68.70	68.70	506.30	12	.00
3404.123	Onsite Hourly Service Fee	113.00	.00	113.00	.00	.00	.00	113.00	0	228.00
3404.125	Onsite Escrow Clearance	30,000.00	.00	30,000.00	.00	7,429.68	7,429.68	22,570.32	25	28,864.00
3404.126	Onsite Building Permit Clearance	3,000.00	.00	3,000.00	.00	1,039.41	1,039.41	1,960.59	35	3,072.00
3404.127	Onsite Operating Permit/Annual	380,900.00	.00	380,900.00	.00	2,933.58	2,933.58	377,966.42	1	365,925.62
3404.128	Onsite Construct Install Permit Renewal	240.00	.00	240.00	.00	.00	.00	240.00	0	480.00
3404.137	Onsite Alternative Systems Review	1,200.00	.00	1,200.00	.00	1,203.38	1,203.38	(3.38)	100	1,392.00
3404.138	Onsite Abandonment of Septic System	.00	.00	.00	.00	129.87	129.87	(129.87)	+++	117.00
3404.150	Onsite Annual Evaluator License Fee	800.00	.00	800.00	.00	.00	.00	800.00	0	1,056.00
3404.151	Onsite Extension Req for Eval or Repair	.00	.00	.00	.00	202.02	202.02	(202.02)	+++	.00
3410.150	Administrative Services Late Fees	50.00	.00	50.00	.00	(3.00)	(3.00)	53.00	-6	57.90
3422.337	Fire Code Enforcement Inspection	17,840.00	.00	17,840.00	.00	1,186.00	1,186.00	16,654.00	7	19,088.60
3422.339	Fire State Licensed Fire Inspection	100.00	.00	100.00	.00	.00	.00	100.00	0	100.30
3422.346	Fire Administrative Fees	.00	.00	.00	.00	.00	.00	.00	+++	78.00
3422.368	Fire Permit Fees	4,865.00	.00	4,865.00	.00	783.00	783.00	4,082.00	16	3,960.00
3610.150	Interest Revenue Interfund Loans	3,152.00	.00	3,152.00	.00	.00	.00	3,152.00	0	5,606.31
3901.100	Refunds & Reimbursements Miscellaneous	.00	.00	.00	.00	1,462.68	1,462.68	(1,462.68)	+++	.00
3902.100	Miscellaneous Revenue General	.00	1,463.00	1,463.00	.00	.00	.00	1,463.00	0	10.02
3902.110	Miscellaneous Revenue Cash Over and Short	.00	.00	.00	.00	.01	.01	(.01)	+++	.00
Program 4730 - Building and Onsite Inspections Totals		\$709,527.00	\$1,463.00	\$710,990.00	\$0.00	\$0.00	\$74,401.45	\$636,588.55	10%	\$666,004.41
Department 40 - Community Development Totals		\$709,527.00	\$1,463.00	\$710,990.00	\$0.00	\$0.00	\$74,401.45	\$636,588.55	10%	\$666,004.41
REVENUE TOTALS		\$709,527.00	\$1,463.00	\$710,990.00	\$0.00	\$0.00	\$74,401.45	\$636,588.55	10%	\$666,004.41
EXPENSE										
Department 40 - Community Development										
Program 4730 - Building and Onsite Inspections										
5101	Salaries - Permanent	313,279.00	.00	313,279.00	.00	.00	48,031.12	265,247.88	15	312,289.25
5102	Salaries - Temporary	.00	.00	.00	.00	.00	.00	.00	+++	952.80
5106.100	Incentives & Admin Leave Administrative Leave	10,433.00	.00	10,433.00	.00	.00	.00	10,433.00	0	9,325.79
5106.200	Incentives & Admin Leave Gym Reimbursement	140.00	.00	140.00	.00	215.10	215.10	(75.10)	154	105.30
5107	Car Allowance/Mileage	984.00	.00	984.00	.00	164.00	164.00	820.00	17	984.00



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Fund 2030 - Building Safety & Waste Wtr Svcs										
EXPENSE										
Department 40 - Community Development										
Program 4730 - Building and Onsite Inspections										
5109.101	Allowances Boot Allowance	300.00	.00	300.00	.00	.00	300.00	.00	100	300.00
5111	Medicare	4,712.00	.00	4,712.00	.00	.00	703.02	4,008.98	15	4,657.16
5112.101	Retirement Contribution PERS	35,678.00	.00	35,678.00	.00	.00	5,410.23	30,267.77	15	35,096.72
5113	Worker's Compensation	23,871.00	.00	23,871.00	.00	.00	5,968.94	17,902.06	25	23,065.00
5114.101	Health Insurance Medical	66,981.00	.00	66,981.00	.00	.00	9,603.24	57,377.76	14	55,530.46
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	1,222.76	(1,222.76)	+++	7,714.43
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	74.88	(74.88)	+++	445.56
5115	Unemployment Compensation	5,000.00	.00	5,000.00	.00	.00	386.02	4,613.98	8	9,282.00
5116.101	Life and Disability Insurance Life & Disab.	3,342.00	.00	3,342.00	.00	.00	228.89	3,113.11	7	1,365.78
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	336.19	(336.19)	+++	1,977.65
5119.100	Retiree Costs Medical Insurance	70,432.00	.00	70,432.00	.00	.00	3,853.67	66,578.33	5	47,722.24
5201.100	Office Supplies General	200.00	.00	200.00	.00	.00	.00	200.00	0	340.53
5202.100	Operating Supplies General	500.00	.00	500.00	.00	.00	10.00	490.00	2	439.84
5203.100	Repairs and Maint Supplies General	.00	.00	.00	.00	.00	.00	.00	+++	2.82
5204	Subscriptions and Code Books	2,500.00	.00	2,500.00	.00	.00	2,422.67	77.33	97	475.92
5209.101	Auto Fuel Expense Town Vehicles	4,000.00	.00	4,000.00	.00	.00	193.05	3,806.95	5	4,192.39
5210.100	Postage General	800.00	.00	800.00	.00	.00	.00	800.00	0	987.83
5213.100	Professional/Contract Services General	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0	6,792.00
5214.100	Repair and Maint Service General	23,029.00	.00	23,029.00	.00	.00	22,337.63	691.37	97	19,888.23
5216.100	Communications General Services	2,100.00	.00	2,100.00	.00	.00	178.80	1,921.20	9	1,771.33
5219.100	Printing General	.00	.00	.00	.00	.00	.00	.00	+++	114.84
5220.100	Employee Development General	.00	.00	.00	.00	.00	.00	.00	+++	1,105.00
5220.110	Employee Development Education Reimb MOU Program	.00	.00	.00	.00	.00	.00	.00	+++	207.50
5280.100	Bad Debt Write Off Expense	.00	.00	.00	.00	.00	.00	.00	+++	533.96
5501	Debt Service Payment - Principal	387.00	.00	387.00	.00	.00	193.00	194.00	50	10,219.59
5910.010	Transfers Out To General Fund	134,422.00	.00	134,422.00	.00	.00	.00	134,422.00	0	110,950.00
Program 4730 - Building and Onsite Inspections	Totals	\$710,090.00	\$0.00	\$710,090.00	\$0.00	\$0.00	\$101,833.21	\$608,256.79	14%	\$668,835.92
Department 40 - Community Development	Totals	\$710,090.00	\$0.00	\$710,090.00	\$0.00	\$0.00	\$101,833.21	\$608,256.79	14%	\$668,835.92
EXPENSE TOTALS										
Fund 2030 - Building Safety & Waste Wtr Svcs	Totals	709,527.00	1,463.00	710,990.00	.00	.00	74,401.45	636,588.55	10	666,004.41
REVENUE TOTALS										
EXPENSE TOTALS										
Fund 2030 - Building Safety & Waste Wtr Svcs	Totals	(\$563.00)	\$1,463.00	\$900.00	\$0.00	\$0.00	(\$27,431.76)	\$28,331.76		(\$2,831.51)



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 2070 - Animal Control										
REVENUE										
Department 30 - Police										
Program 4540 - Police - Animal Control										
3120.330	Other Taxes Voter Appointed Parcel Tax	131,075.00	.00	131,075.00	.00	.00	.00	131,075.00	0	131,121.90
3380.105	Local Government Revenue Fines and Citations Animal Cntrl	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	6,334.70
3410.113	Administrative Services Document Copying	.00	.00	.00	.00	.00	3.00	(3.00)	+++	.00
3410.150	Administrative Services Late Fees	1,500.00	.00	1,500.00	.00	.00	162.22	1,337.78	11	2,756.41
3455.200	Animal Control Adoption Fees	4,000.00	.00	4,000.00	.00	.00	657.00	3,343.00	16	3,840.00
3455.205	Animal Control Surrender/Euth/Disp Fees	2,500.00	.00	2,500.00	.00	.00	368.04	2,131.96	15	2,944.90
3455.210	Animal Control Dog Licenses	20,000.00	.00	20,000.00	.00	.00	2,828.47	17,171.53	14	18,831.08
3455.225	Animal Control Impound/Quarantine Fees	7,000.00	.00	7,000.00	.00	.00	494.48	6,505.52	7	7,533.98
3455.235	Animal Control Deer Validation	28.00	.00	28.00	.00	.00	.00	28.00	0	28.00
3610.100	Interest Revenue Investments	.00	.00	.00	.00	.00	.00	.00	+++	.28
3901.100	Refunds & Reimbursements Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	149.50
3902.100	Miscellaneous Revenue General	.00	.00	.00	.00	.00	.00	.00	+++	1,005.93
3910.811	Transfers In From Animal Control Donations	21,542.00	.00	21,542.00	.00	.00	.00	21,542.00	0	14,264.00
Program 4540 - Police - Animal Control Totals		\$191,645.00	\$0.00	\$191,645.00	\$0.00	\$0.00	\$4,513.21	\$187,131.79	2%	\$188,810.68
Department 30 - Police Totals		\$191,645.00	\$0.00	\$191,645.00	\$0.00	\$0.00	\$4,513.21	\$187,131.79	2%	\$188,810.68
REVENUE TOTALS		\$191,645.00	\$0.00	\$191,645.00	\$0.00	\$0.00	\$4,513.21	\$187,131.79	2%	\$188,810.68
EXPENSE										
Department 30 - Police										
Program 4540 - Police - Animal Control										
5101	Salaries - Permanent	59,429.00	(9,783.00)	49,646.00	.00	.00	1,807.43	47,838.57	4	31,440.56
5102	Salaries - Temporary	18,321.00	2,119.00	20,440.00	.00	.00	7,405.41	13,034.59	36	39,156.04
5104	Wages - PS Holiday Pay	1,843.00	(620.00)	1,223.00	.00	.00	86.01	1,136.99	7	1,890.98
5105	Salaries - Overtime/FLSA	1,800.00	(150.00)	1,650.00	.00	.00	55.98	1,594.02	3	673.27
5109.100	Allowances Uniform Allowance	682.00	(108.00)	574.00	.00	.00	62.44	511.56	11	682.08
5111	Medicare	1,177.00	(87.00)	1,090.00	.00	.00	172.47	917.53	16	955.90
5112.101	Retirement Contribution PERS	7,367.00	(1,854.00)	5,513.00	.00	.00	531.84	4,981.16	10	5,317.68
5112.102	Retirement Contribution Social Security	.00	.00	.00	.00	.00	298.26	(298.26)	+++	1,547.59
5113	Worker's Compensation	6,542.00	.00	6,542.00	.00	.00	1,635.83	4,906.17	25	6,472.00
5114.101	Health Insurance Medical	11,614.00	(1,170.00)	10,444.00	.00	.00	868.69	9,575.31	8	10,407.89
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	.00	.00	+++	1,144.52
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	.00	.00	+++	120.72
5115	Unemployment Compensation	.00	.00	.00	.00	.00	95.69	(95.69)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	423.00	(129.00)	294.00	.00	.00	.00	294.00	0	228.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	(35.47)	35.47	+++	197.05
5119.100	Retiree Costs Medical Insurance	19,649.00	8,675.00	28,324.00	.00	.00	1,524.21	26,799.79	5	18,843.42
5122	Accrual Bank Payoff	.00	2,811.00	2,811.00	.00	.00	2,811.23	(.23)	100	.00



Budget Performance Report

Fiscal Year to Date 09/03/13

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 2070 - Animal Control										
EXPENSE										
Department 30 - Police										
Program 4540 - Police - Animal Control										
5201.100	Office Supplies General	200.00	.00	200.00	.00	.00	.00	200.00	0	270.35
5202.100	Operating Supplies General	2,820.00	.00	2,820.00	.00	.00	123.35	2,696.65	4	2,864.17
5203.100	Repairs and Maint Supplies General	500.00	.00	500.00	.00	.00	.00	500.00	0	646.51
5204	Subscriptions and Code Books	135.00	.00	135.00	.00	.00	.00	135.00	0	90.00
5209.101	Auto Fuel Expense Town Vehicles	5,000.00	.00	5,000.00	.00	.00	138.70	4,861.30	3	4,670.72
5210.100	Postage General	100.00	.00	100.00	.00	.00	.00	100.00	0	73.60
5211.135	Utilities Water and Sewer	1,100.00	.00	1,100.00	.00	.00	.00	1,100.00	0	1,016.58
5211.137	Utilities Electric and Gas	3,700.00	.00	3,700.00	.00	.00	.00	3,700.00	0	3,393.16
5211.139	Utilities Propane	3,174.00	.00	3,174.00	.00	.00	.00	3,174.00	0	2,380.89
5213.100	Professional/Contract Services General	8,028.00	.00	8,028.00	.00	.00	574.00	7,454.00	7	8,694.32
5214.100	Repair and Maint Service General	1,020.00	.00	1,020.00	.00	.00	.00	1,020.00	0	612.53
5215.100	Rents and Leases Miscellaneous	100.00	.00	100.00	.00	.00	.00	100.00	0	92.45
5216.100	Communications General Services	2,363.00	.00	2,363.00	.00	.00	171.29	2,191.71	7	2,334.80
5218.100	Advertising General	.00	.00	.00	.00	.00	.00	.00	+++	46.89
5219.100	Printing General	212.00	.00	212.00	.00	.00	199.95	12.05	94	260.18
5220.100	Employee Development General	120.00	.00	120.00	.00	.00	.00	120.00	0	3.79
5223.105	Meals and Refreshments Emergencies and Meetings	.00	.00	.00	.00	.00	.00	.00	+++	25.42
5225	Bank Fees and Charges	500.00	.00	500.00	.00	.00	42.00	458.00	8	718.67
5280.100	Bad Debt Write Off Expense	.00	.00	.00	.00	.00	.00	.00	+++	42.32
5304	Furniture & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	1,855.43
5501	Debt Service Payment - Principal	194.00	.00	194.00	.00	.00	97.00	97.00	50	193.65
5910.010	Transfers Out To General Fund	31,260.00	.00	31,260.00	.00	.00	.00	31,260.00	0	24,605.00
Program 4540 - Police - Animal Control Totals		\$189,373.00	(\$296.00)	\$189,077.00	\$0.00	\$0.00	\$18,666.31	\$170,410.69	10%	\$173,969.13
Department 30 - Police Totals		\$189,373.00	(\$296.00)	\$189,077.00	\$0.00	\$0.00	\$18,666.31	\$170,410.69	10%	\$173,969.13
EXPENSE TOTALS		\$189,373.00	(\$296.00)	\$189,077.00	\$0.00	\$0.00	\$18,666.31	\$170,410.69	10%	\$173,969.13
Fund 2070 - Animal Control Totals										
REVENUE TOTALS		191,645.00	.00	191,645.00	.00	.00	4,513.21	187,131.79	2	188,810.68
EXPENSE TOTALS		189,373.00	(296.00)	189,077.00	.00	.00	18,666.31	170,410.69	10	173,969.13
Fund 2070 - Animal Control Totals		\$2,272.00	\$296.00	\$2,568.00	\$0.00	\$0.00	(\$14,153.10)	\$16,721.10		\$14,841.55
Fund 2120 - State Gas Tax										
REVENUE										
Department 45 - Public Works										
Program 4750 - Public Works - Streets Maint.										
3355.001	State Gas Tax Section 2106	86,023.00	.00	86,023.00	.00	.00	.00	86,023.00	0	106,638.32
3355.002	State Gas Tax Section 2107	211,771.00	.00	211,771.00	.00	.00	.00	211,771.00	0	189,478.81
3355.003	State Gas Tax Section 2107.5	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	6,000.00



Budget Performance Report

Fiscal Year to Date 09/03/13

Exclude Rollup Account

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Fund 2120 - State Gas Tax										
REVENUE										
Department 45 - Public Works										
Program 4750 - Public Works - Streets Maint.										
3355.005	State Gas Tax Section 2105	113,813.00	.00	113,813.00	.00	.00	.00	113,813.00	0	115,631.96
3355.006	State Gas Tax RSTP Regional Surface Trans Prog	270,000.00	.00	270,000.00	.00	.00	.00	270,000.00	0	.00
3355.007	State Gas Tax Section 2103	233,375.00	.00	233,375.00	.00	.00	.00	233,375.00	0	209,958.67
3410.150	Administrative Services Late Fees	100.00	.00	100.00	.00	.00	21.34	78.66	21	120.23
3610.100	Interest Revenue Investments	.00	.00	.00	.00	.00	.00	.00	+++	57.73
3901.140	Refunds & Reimbursements Negligence Cost Recovery Fees	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	7,274.87
3902.100	Miscellaneous Revenue General	32,500.00	.00	32,500.00	.00	.00	32,000.00	500.00	98	1,157.51
3910.110	Transfers In From Local Transportation Fund	.00	.00	.00	.00	.00	.00	.00	+++	3,852.18
3910.112	Transfers In From Federal CMAQ Fund	41,683.00	.00	41,683.00	.00	.00	22,548.24	19,134.76	54	48,995.86
3910.132	Transfers In From HSIP Grant	15,165.00	.00	15,165.00	.00	.00	.00	15,165.00	0	5,117.91
3910.510	Transfers In From Impact Fees Road Imp Fund	.00	.00	.00	.00	.00	.00	.00	+++	1,242.49
3910.900	Transfers In From Transit Fund	2,657.00	.00	2,657.00	.00	.00	.00	2,657.00	0	.00
Program 4750 - Public Works - Streets Maint. Totals		\$1,018,087.00	\$0.00	\$1,018,087.00	\$0.00	\$0.00	\$54,569.58	\$963,517.42	5%	\$695,526.54
Program 4755 - Public Works - Maint. Projects										
Cost Center Activity 472 - Digout										
3910.110	Transfers In From Local Transportation Fund	.00	.00	.00	.00	.00	.00	.00	+++	72,590.37
Cost Center Activity 472 - Digout Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$72,590.37
Cost Center Activity 473 - Road Markings/Legends										
3910.110	Transfers In From Local Transportation Fund	.00	.00	.00	.00	.00	.00	.00	+++	30,653.65
Cost Center Activity 473 - Road Markings/Legends Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$30,653.65
Program 4755 - Public Works - Maint. Projects Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$103,244.02
Department 45 - Public Works Totals		\$1,018,087.00	\$0.00	\$1,018,087.00	\$0.00	\$0.00	\$54,569.58	\$963,517.42	5%	\$798,770.56
REVENUE TOTALS		\$1,018,087.00	\$0.00	\$1,018,087.00	\$0.00	\$0.00	\$54,569.58	\$963,517.42	5%	\$798,770.56
EXPENSE										
Department 45 - Public Works										
Program 4750 - Public Works - Streets Maint.										
5101	Salaries - Permanent	438,118.00	.00	438,118.00	.00	.00	63,344.83	374,773.17	14	382,107.76
5103.101	Differential Pay On Call	.00	.00	.00	.00	.00	3,099.00	(3,099.00)	+++	19,530.00
5103.102	Differential Pay Out of Class	.00	.00	.00	.00	.00	24.30	(24.30)	+++	54.90
5105	Salaries - Overtime/FLSA	8,000.00	.00	8,000.00	.00	.00	1,160.13	6,839.87	15	4,746.25
5106.100	Incentives & Admin Leave Administrative Leave	7,742.00	.00	7,742.00	.00	.00	.00	7,742.00	0	5,776.99
5106.200	Incentives & Admin Leave Gym Reimbursement	731.00	.00	731.00	.00	.00	2.70	728.30	0	5.40
5107	Car Allowance/Mileage	432.00	.00	432.00	.00	.00	75.00	357.00	17	504.00
5109.101	Allowances Boot Allowance	2,100.00	.00	2,100.00	.00	.00	2,100.00	.00	100	1,995.00
5111	Medicare	5,744.00	.00	5,744.00	.00	.00	843.95	4,900.05	15	5,921.45
5112.101	Retirement Contribution PERS	45,667.00	.00	45,667.00	.00	.00	6,909.63	38,757.37	15	40,244.57



Budget Performance Report

Fiscal Year to Date 09/03/13

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 2120 - State Gas Tax										
EXPENSE										
Department 45 - Public Works										
Program 4750 - Public Works - Streets Maint.										
5113	Worker's Compensation	48,314.00	.00	48,314.00	.00	.00	12,080.90	36,233.10	25	54,792.00
5114.101	Health Insurance Medical	76,213.00	.00	76,213.00	.00	.00	11,277.53	64,935.47	15	60,390.89
5114.102	Health Insurance Dental	.00	.00	.00	.00	.00	1,416.77	(1,416.77)	+++	8,662.72
5114.103	Health Insurance Vision	.00	.00	.00	.00	.00	144.55	(144.55)	+++	761.96
5115	Unemployment Compensation	.00	.00	.00	.00	.00	550.01	(550.01)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	4,537.00	.00	4,537.00	.00	.00	319.64	4,217.36	7	1,748.06
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	443.27	(443.27)	+++	2,437.00
5119.100	Retiree Costs Medical Insurance	18,867.00	.00	18,867.00	.00	.00	1,569.36	17,297.64	8	18,947.39
5201.100	Office Supplies General	100.00	.00	100.00	.00	.00	.00	100.00	0	136.68
5202.100	Operating Supplies General	3,330.00	.00	3,330.00	.00	.00	594.11	2,735.89	18	2,100.05
5203.100	Repairs and Maint Supplies General	52,800.00	.00	52,800.00	.00	1,693.13	2,099.19	49,007.68	7	50,668.04
5204	Subscriptions and Code Books	500.00	.00	500.00	.00	.00	.00	500.00	0	230.55
5209.101	Auto Fuel Expense Town Vehicles	29,500.00	.00	29,500.00	.00	.00	891.51	28,608.49	3	25,188.54
5209.105	Auto Fuel Expense Employee Personal Vehicle Use	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
5210.100	Postage General	20.00	.00	20.00	.00	.00	.00	20.00	0	2.70
5211.137	Utilities Electric and Gas	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	28,522.04
5211.139	Utilities Propane	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	1,381.33
5213.100	Professional/Contract Services General	4,900.00	.00	4,900.00	.00	.00	223.00	4,677.00	5	28,709.41
5214.100	Repair and Maint Service General	114,831.00	.00	114,831.00	.00	.00	2,050.00	112,781.00	2	72,066.58
5215.100	Rents and Leases Miscellaneous	13,000.00	.00	13,000.00	.00	.00	.00	13,000.00	0	.00
5215.131	Rents and Leases Street Maintenance Equipment	.00	.00	.00	.00	.00	.00	.00	+++	3,168.75
5216.100	Communications General Services	5,660.00	.00	5,660.00	.00	.00	530.92	5,129.08	9	3,062.84
5218.100	Advertising General	100.00	.00	100.00	.00	.00	.00	100.00	0	1,617.12
5219.100	Printing General	150.00	.00	150.00	.00	.00	.00	150.00	0	57.92
5220.100	Employee Development General	5,750.00	.00	5,750.00	.00	.00	.00	5,750.00	0	1,327.22
5223.101	Meals and Refreshments Employee Meals-MOU Overtime	400.00	.00	400.00	.00	.00	.00	400.00	0	12.00
5223.105	Meals and Refreshments Emergencies and Meetings	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	61.15
5280.100	Bad Debt Write Off Expense	.00	.00	.00	.00	.00	.00	.00	+++	729.12
5304	Furniture & Equipment	12,400.00	4,500.00	16,900.00	.00	.00	.00	16,900.00	0	2,434.11
5501	Debt Service Payment - Principal	29,854.00	.00	29,854.00	.00	.00	97.00	29,757.00	0	37,963.22
5910.010	Transfers Out To General Fund	166,495.00	.00	166,495.00	.00	.00	.00	166,495.00	0	128,366.00
5910.100	Transfers Out To Capital Projects	45,051.00	.00	45,051.00	.00	.00	.00	45,051.00	0	.00
Program 4750 - Public Works - Streets Maint. Totals		\$1,175,406.00	\$4,500.00	\$1,179,906.00	\$0.00	\$1,693.13	\$111,847.30	\$1,066,365.57	10%	\$996,431.71
Program 4755 - Public Works - Maint. Projects										
Cost Center Activity 471 - Overlay										
5213.100	Professional/Contract Services General	79,000.00	.00	79,000.00	.00	.00	74,448.88	4,551.12	94	.00

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Budget Performance Report

Fiscal Year to Date 09/03/13

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 2120 - State Gas Tax										
	EXPENSE									
	Department 45 - Public Works									
	Program 4755 - Public Works - Maint. Projects									
	Cost Center Activity 471 - Overlay Totals	\$79,000.00	\$0.00	\$79,000.00	\$0.00	\$0.00	\$74,448.88	\$4,551.12	94%	\$0.00
	Cost Center Activity 472 - Digout									
5213.100	Professional/Contract Services General	.00	.00	.00	.00	.00	.00	.00	+++	74,203.72
	Cost Center Activity 472 - Digout Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$74,203.72
	Cost Center Activity 473 - Road Markings/Legends									
5213.100	Professional/Contract Services General	.00	.00	.00	.00	.00	.00	.00	+++	30,653.65
	Cost Center Activity 473 - Road Markings/Legends Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$30,653.65
	Program 4755 - Public Works - Maint. Projects Totals	\$79,000.00	\$0.00	\$79,000.00	\$0.00	\$0.00	\$74,448.88	\$4,551.12	94%	\$104,857.37
	Department 45 - Public Works Totals	\$1,254,406.00	\$4,500.00	\$1,258,906.00	\$0.00	\$1,693.13	\$186,296.18	\$1,070,916.69	15%	\$1,101,289.08
	EXPENSE TOTALS	\$1,254,406.00	\$4,500.00	\$1,258,906.00	\$0.00	\$1,693.13	\$186,296.18	\$1,070,916.69	15%	\$1,101,289.08
Fund 2120 - State Gas Tax Totals										
	REVENUE TOTALS	1,018,087.00	.00	1,018,087.00	.00	.00	54,569.58	963,517.42	5	798,770.56
	EXPENSE TOTALS	1,254,406.00	4,500.00	1,258,906.00	.00	1,693.13	186,296.18	1,070,916.69	15	1,101,289.08
Fund 2120 - State Gas Tax Totals		(\$236,319.00)	(\$4,500.00)	(\$240,819.00)	\$0.00	(\$1,693.13)	(\$131,726.60)	(\$107,399.27)		(\$302,518.52)
	Grand Totals									
	REVENUE TOTALS	11,689,329.00	33,064.00	11,722,393.00	.00	.00	192,685.78	11,529,707.22	2	11,571,117.43
	EXPENSE TOTALS	11,921,151.00	19,132.00	11,940,283.00	50,218.77	(2,306.87)	1,459,395.20	10,483,194.67	12	11,308,584.38
	Grand Totals	(\$231,822.00)	\$13,932.00	(\$217,890.00)	(\$50,218.77)	\$2,306.87	(\$1,266,709.42)	\$1,046,512.55		\$262,533.05



**Town of Paradise
Council Agenda Summary
Date: September 10, 2013**

Agenda Item: 7(f)

Originated by: Gina S. Will, Finance Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: 2013/14 TRAN Financing

Council Action Requested:

1. Adopt resolution 13___ authorizing and approving the borrowing of funds for Fiscal Year 2013-2014, the issuance and sale of a 2013-2014 tax and revenue anticipation note therefore, and approving certain other actions related thereto, or

Alternatives:

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

Background:

On July 18, 2013 staff issued a request for proposal to eight regional banks related to TRAN financing for the 2013/14 fiscal year in an amount not to exceed \$3,000,000. For the third year in a row, US Bank was the only institution that had proposed to provide the Town TRAN financing in order to build a cash flow bridge for the Town. This TRAN is absolutely necessary in order to have sufficient cash flow to operate and continue to meet cash demands of payroll and vendor payments between approximately October 1, 2013 and May 1, 2014 when the Town has used all of its reserves and is waiting for its final property tax payment to come in from the County. US Bank's letter of interest proposes a fixed interest rate of 1.30% for 10 months with a 0.1% origination fee. These are identical to the terms provided in 2012/13. A copy of the letter of interest is attached for review.

Discussion:

Staff's analysis of the cash flow needs for 2013/14 indicate that the TRAN issued will need to be larger than the \$2.25 million issued for 2012/13. The final amount will be determined as part of the closing process, but the TRAN will not exceed \$3,000,000. US Bank is currently moving through their internal final approval process, and staff will begin working with outside Counsel to complete the appropriate closing documentation. The closing and final TRAN issuance will take place at the end of September 2013.

Fiscal Analysis:

The Town has budgeted \$37,500 for TRAN interest and \$7,400 for issuance costs for

2013/14 TRAN Financing
September 10, 2013

2013/14. With approval of this resolution, and assuming a \$3,000,000 TRAN the Town is expected to spend \$32,500 in TRAN interest and about \$7,400 in issuance costs; therefore a total budget savings of about \$5,000. A final budget adjustment recommendation will be brought forward for approval after the TRAN finalization.



Government Banking Division
5th Floor (PD-OR-T5GB)
111 SW Fifth Avenue, Suite 550
Portland, OR 97204
(503) 275-3204 direct
(503) 275-7565 fax

August 15, 2013

Town of Paradise
5555 Skyway
Paradise, CA 95969

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

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

**Re: Up to \$3,000,000.00
Town of Paradise
Tax and Revenue Anticipation Note (“TRAN”)**

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

Fixed Rate Financing:

Amount: Maximum: \$3,000,000.00
Length: Term: 10 months (final maturity of 6/30/14)

Interest Rate: A fixed-rate of 1.30% Bank Qualified Tax Exempt, such rate to expire on August 30, 2013, such rate to be adjusted as of the date of funding so as to maintain the same margin over U.S. Bank’s cost of funds as that which is included in the above indicated rate. Accrual to be on a 30/360 day basis. This rate assumes that the Town and legal counsel will designate the Financing as tax-exempt (bank qualified) under existing federal tax regulations.

Fee: An origination fee of \$3,000 or 0.1% will be due at closing and will be deducted from the proceeds of the TRAN.

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

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

Default Rate: U.S. Bank’s proposed interest rates shall increase by 300 basis points.

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

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

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

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

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

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

U.S. Bank’s continued involvement with this financing is predicated upon U.S. Bank obtaining credit approval of the various terms, conditions, and creditworthiness of the Town. The credit approval process includes the mandatory analysis of the Town’s most recent three years of audited financial statements. The Bank is in possession of the Town’s Fiscal Year End Reports for 2010, 2011 and 2012.

This Letter of Interest automatically expires 14 business days from Friday, August 16, 2013.

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

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

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

If you have any questions regarding this letter, please contact me at (503) 275-3204 or email zoeann.liggett@usbank.com or you may contact Lisa Trombley at (530) 893-6710, email lisa.trombley@usbank.com.

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION

Zoe Ann Liggett

Zoe Ann Liggett
Debt Finance Associate
Government Banking Division

TOWN OF PARADISE

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2013-2014, THE ISSUANCE AND SALE OF A 2013-2014 TAX AND REVENUE ANTICIPATION NOTE THEREFORE, AND APPROVING CERTAIN OTHER ACTIONS RELATED THERETO

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

WHEREAS, this Town Council (the “Town Council”) of the Town of Paradise (the “Town”) has determined that a sum not to exceed three million dollars (\$3,000,000) (the “Principal Amount”), is needed for the requirements of the Town, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of obligations or indebtedness of the Town, and that it is necessary that said Principal Amount be borrowed for such purposes at this time by the issuance of a Note (defined herein) therefor in anticipation of the receipt of taxes, income, revenue, cash receipts or other moneys to be received by the Town for the general fund of the Town;

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

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

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

WHEREAS, no money has heretofore been borrowed during fiscal year 2013-14 (“Fiscal Year 2013-14”) by or on behalf of the Town through the issuance of tax and revenue anticipation note or temporary notes in anticipation of the receipt of such uncollected taxes, income, revenue, cash receipts and other moneys;

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

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

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

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

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

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

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

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

Section 2. Authorization of Issuance of Note; Terms Thereof. As required by law, the Town hereby determines to and shall issue, in an amount not-to-exceed a Principal Amount of \$3,000,000, a note or notes under Sections 53850 *et seq.* of the Act, designated “Town of Paradise (Butte County, California) 2013-14 Tax and Revenue Anticipation Note” (collectively, the “Note”); to be in denominations of One Hundred Thousand Dollars (\$100,000) principal amount or any integral multiple of Five Thousand Dollars (\$5,000) in excess thereof, to be dated the date of delivery thereof; to mature (with option of prior redemption as provided herein) no later than thirteen months after the date of issuance (based on a 30-day month/360-day year basis); and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates set forth in the Contract of Purchase, but not in excess of that permitted by law. Both the principal of and interest on the Note shall be payable, only upon surrender thereof, in lawful money of the United States of America at the principal office of the Purchaser. The Note shall be subject to redemption prior to maturity, at the option of the Town,

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

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

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

[Manual/Facsimile Signature]
Mayor, Town of Paradise

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

Section 5. Payment of Note.

(A) **Source of Payment.** The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from State and federal governments), cash receipts and other moneys (including moneys deposited in inactive or term deposits but excepting therefrom moneys encumbered for a special purpose) which are which are intended as receipts for the general fund of the Town and which are generally available for the payment of current expenses and other obligations of the Town (collectively, the “Unrestricted Revenues”). To the extent the Note matures during the fiscal year succeeding Fiscal Year 2013-14, the Notes shall be payable only from Unrestricted Revenues which are received in or accrued to Fiscal Year 2013-14

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

(B) **Pledged Revenues.** Except as otherwise provided in the Note or in the Contract of Purchase, as security for the payment of the principal of and interest on the Note, the Town pledges an amount equal to fifty percent (50%) of the principal amount of the Note from the Unrestricted Revenues by the Town received in the month ending January 31, 2014; plus an amount equal to fifty percent (50%) of the principal amount of the Note from the Unrestricted Revenues received by the Town in the month ending April 30, 2014; plus an amount sufficient to pay interest on the Note through maturity and any deficiencies in amounts required to be deposited during any prior month, from Unrestricted Revenues received by the Town in the month ending April 30, 2014 (such pledged amounts being hereinafter called the “Pledged Revenues”).

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

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

(C) **Covenant Regarding Additional Short Term Borrowing.** The Town covenants and warrants that it will not request the Butte County Treasurer-Tax Collector to make temporary transfers of funds in the custody thereof to meet any obligations of the Town during Fiscal Year 2013-14 pursuant to the authority of Article XVI, Section 6 of the Constitution of the State of California or any other legal authority.

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

General Fund of the Town and designated as the “Town of Paradise 2013-14 Tax and Revenue Anticipation Note Repayment Fund” (herein called the “Repayment Fund”) and applied as directed in this Resolution. The Town shall invest money in the Repayment Fund as provided in Section 5(E) hereof. Any moneys accounted for in the Repayment Fund shall be for the benefit of the holder of the Note, and until the Note and all interest thereon are paid or until provision has been made for the payment of the Note at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

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

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

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

Section 7. Approval of Contract of Purchase. The form of Contract of Purchase for the Note, by and between the Town and the Purchaser, substantially in the form on file with the Clerk or Secretary of the Town Council, is hereby approved. The Mayor, Town Manager, or a designated deputy thereof (the “Authorized Officers”), each alone, are each hereby requested to acknowledge such Contract of Purchase with such changes therein, deletions therefrom and modifications thereto as such Authorized Officer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Note shall not exceed that authorized by law. The Authorized Officers, each alone, are hereby further authorized to determine the maximum Principal Amount of Note to be specified in the Contract of Purchase, up to \$3,000,000, and to enter into and execute the Contract of Purchase with the Purchaser, if the conditions set forth in this Resolution are satisfied.

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

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

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

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

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

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

Section 11. Designation as Qualified Tax-Exempt Obligation. Based on the following representations of the Town, the Notes are hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code: (i) the Notes are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Town, together with all of its subordinate entities, has not issued obligations (other than those obligations described in clause (iv) below) in calendar year 2013 the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code; (iii) the Town reasonably anticipates that it, together with its subordinate entities, will issue during the remainder of calendar year 2013 obligations (other than those obligations described in clause (iv) below) the interest on which is excluded from gross income for federal income tax purposes under to Section 103 of the Code which, when aggregated with all obligations described in clause (ii) above, will not exceed an aggregate principal amount of \$10,000,000; (iv) and notwithstanding clauses (ii) and (iii) above, the Town and its subordinate entities may have issued in calendar year 2013 and may

continue to issue during the remainder of calendar year 2013 private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code.

Section 12. Action Regarding Qualified Tax-Exempt Obligation.

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 10th day of September, 2013 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Tim Titus, Mayor

ATTEST:

BY: _____
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Dwight L. Moore, Town Attorney

EXHIBIT A

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

No. 1

TBD

TOWN OF PARADISE
(BUTTE COUNTY, CALIFORNIA)
2013-2014 TAX AND REVENUE ANTICIPATION NOTE
(Bank Qualified)

Rate of Interest: 1.30% Note Date: _____ Maturity Date: June 30, 2014

OWNER: U.S. BANK NATIONAL ASSOCIATION

PRINCIPAL AMOUNT: _____

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

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

It is hereby certified, recited and declared that this Note is one of an authorized issue of Note in the aggregate principal amount of _____ (\$_____), all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Town Council of the Town of Paradise, duly passed and adopted on September 10, 2013, and under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1,

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

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

The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from State and federal governments), cash receipts and other moneys (including moneys deposited in inactive or term deposits but excepting therefrom moneys encumbered for a special purpose), which are intended as receipts for the general fund of the Town and generally available for the payment of current expenses and other obligations of the Town (collectively, the “Unrestricted Revenues”). As security for the payment of the principal of and interest on the Note the Town has pledged an amount equal to fifty percent (50%) of the principal amount of the Note from the first Unrestricted Revenues received by the Town in the month ending January 31, 2014; plus an amount equal to fifty percent (50%) of the principal amount of the Note from the first Unrestricted Revenues received by the Town in the month ending April 30, 2014; plus an amount sufficient to pay interest on the Note through maturity and any deficiencies in amounts required to be deposited during any prior month, from the first Unrestricted Revenues received by the Town in the month ending April 30, 2014 (such pledged amounts being hereinafter collectively referred to as the “Pledged Revenues”). The principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the Town lawfully available therefor.

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

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

IN WITNESS WHEREOF, the Town has caused this 2013-14 TAX AND REVENUE ANTICIPATION NOTE to be executed by the Mayor of the Town of Paradise, and countersigned by the Town Manager this ___th day of September, 2013.

TOWN OF PARADISE

By: _____ [no signature; form only]
Mayor

Countersigned

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

LEGAL OPINION

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

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