



Town of Paradise

Town Council Meeting Agenda

6:00 P.M. - March 13, 2018

Date/Time: 2nd Tuesday of each month at 6:00 p.m.
Location: Town Hall Council Chamber, 5555 Skyway, Paradise, CA

Mayor, Jody Jones
Vice Mayor, Greg Bolin
Council Member, Scott Lotter
Council Member, Melissa Schuster
Council Member, Mike Zuccolillo

Town Manager, Lauren Gill
Town Attorney, Dwight L. Moore
Town Clerk, Dina Volenski
Community Development Director, Craig Baker
Finance Director/Town Treasurer, Gina Will
Public Works Director/Town Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, David Hawks
Acting Chief of Police, Eric Reinbold

Meeting Procedures

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

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

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
- 1e. Annual Skyway Report - Year 3 - Presented by Marc Mattox
- 1f. Presentation on the Blue Zone Project - Blue Zones are regions that produce a high percentage of people that live longer, healthier lives. The Blue Zone Project is a movement created to assess a community's quality of life indices to determine viability as a Blue Zone designation---or destination. Blue Zone destinations are being sought out as tourist destinations and great places to raise families and/or start a business.

2. CONSENT CALENDAR

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

- 2a. p4 Approve minutes of the February 13, 2018, February 16, 2018 and February 27, 2018 Regular, Special and Adjourned Town Council meetings.
- 2b. p15 Approve February 2018 cash disbursements in the amount of \$1,654,754.32.
- 2c. p23 Pursuant to Paradise Municipal Code Section 2.45.808 G, reject all bids received for the 2017-18 DESKTOPS BID and authorize the Town Manager to award a contract to purchase the computers after negotiating for the most reasonable cost under existing conditions.
- 2d. p35 Acceptance of the Planning Commission's 2017 Annual Report Regarding Progress Towards Implementing the 1994 Paradise General Plan Housing Element
- 2e. p42 Adopt Resolution No. 18-03, A Resolution of the Town Council of the Town of Paradise authorizing the Town Manager to execute a legal services agreement with Peters, Habib, McKenna & Juhl-Rhodes, LLP relating to public nuisance abatement lawsuits.
- 2f. p48 1. Concur with staff's recommendation of Mark Thomas & Company to perform construction engineering services for the Paradise Gap Closure Complex and Almond Street Multi-Modal Improvements Project; and, 2.Award Contract 18-01.CE to Mark Thomas in the amount of \$407,040.
- 2g. p68 Review and file the 2nd Quarter Investment Report for the Fiscal Year Ended June 30, 2018.
- 2h. p73 Approve writing off of uncollectible miscellaneous invoices and citations.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

For matters that are not on the Council business agenda, speakers are allowed three (3) minutes to address the Council. The Town Council is prohibited from

taking action on matters that are not listed on the public agenda. The Council may briefly respond for clarification and may refer the matter to the Town staff.

5. PUBLIC HEARINGS - None

6. COUNCIL CONSIDERATION

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

6a. p77 Consider adopting Resolution No. 18-___, A Resolution of the Town Council of the Town of Paradise Supporting the Reducing Crime and Keeping California Safe Act of 2018. (ROLL CALL VOTE)

6b. p82 1. Consider waiving the second reading of the entire Town Ordinance No. 568 and approve reading by title only; 2. Adopting Town of Paradise Ordinance No. 568 an Ordinance adding Chapter 5.22 to the Paradise Municipal Code Relating to Business License; and 3. Direct Town staff to commence the process to amend the Master Fee Schedule relating to the Business License Fee. (ROLL CALL VOTE)

6c. p95 Consider accepting the preliminary findings from the Facilities Condition Assessment prepared by Dude Solutions, Inc. (The completed condition facilities assessment will enable the Town to review a living document/database with detailed recommendations, cost estimates and priorities.) (ROLL CALL VOTE)

7. COUNCIL INITIATED ITEMS AND REPORTS

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

8. STAFF COMMUNICATION

- 8a. Town Manager Report
 - Community Development Director

9. CLOSED SESSION

9a. Pursuant to Government Code Section 54957(b)(1), the Town Council will hold a closed session regarding an update on the Police Chief appointment process.

10. ADJOURNMENT

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

MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – February 13, 2018

1. OPENING

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

COUNCIL MEMBER PRESENT: Greg Bolin, Scott Lotter, Melissa Schuster, Mike Zuccolillo and Jody Jones, Mayor.

COUNCIL MEMBER ABSENT: None

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Administrative Services Director Gina Will, Public Works Director/Town Engineer Marc Mattox, Administrative Analyst Colette Curtis, Business and Housing Services Director Kate Anderson, Police Chief Gabriela Tazarri-Dineen, Police Lieutenant Eric Reinbold, Battalion Chief Curtis Lawrie and Community Development Director Craig Baker.

- 1a. The Proclamation to Catalyst Domestic Violence recognizing February as Teen Dating Violence Awareness Month was accepted by Margo and Sydney from Catalyst Domestic Violence. (180-40-26)
- 1b. The Volunteers in Police Service (VIPS) 2017 Annual Report was presented by Charlie Rollo. (480-60-09)
- 1c. The Proclamation recognizing outgoing Police Chief Gabriela Tazzari-Dineen was presented by Mayor Jones. (180-40-26)

2. CONSENT CALENDAR

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

- 2a. Approved minutes of the January 9, 2018 Special and Regular Town Council meetings.
- 2b. Approved January 2018 Cash Disbursements in the amount of \$2,055,402.20.
- 2c. Following the Town Council's review of the Fiscal year 2016/17 financial statement audit report, the Council received and filed the Report, as submitted.

- 2d. 1. Concurred with staff's recommendation of Bender Rosenthal Incorporated to perform professional right of way acquisition services for the Skyway/Black Olive Signalization Project; and, 2. Authorized the Town Manager to execute a Town Attorney approved professional services agreement with Bender Rosenthal Incorporated.
- 2e. 1. Approved the hire of an additional Public Works Maintenance Worker I; and, 2. Approved an additional budget appropriation of \$24,013 to cover the increased costs of the hire for fund 2120 Gas Tax/Street Maintenance.
- 2f. Following a report from the members of the Planning Commission Interview Panel regarding the interview process; 1. Concurred with the recommendation of the interview panel; and, 2. Appointed applicant Kim Morris to fill the existing vacancy on the Planning Commission, effective immediately with term to expire June 30, 2021.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

- 1. Claudia Benike informed Council about the winter benefit for the Paradise Symphony on February 25, 2018 featuring Dawn Harms and about the Gold Nugget Museum Guitar Exhibit on March 3 and 24, 2018.
- 2. Judy Carpenter informed the Town Council about the feral cat issues in her neighborhood and would like the Town Council to address this serious issue.
- 3. Gary Shallenberger thinks the integrity of the FBI is being undermined and asked the Town Council to place an item on the next regular agenda supporting the FBI.
- 4. Ward Habriel informed the Town Council the California State Garden Club president attended the Paradise Garden Club meeting regarding their discussion about being fire safe and fire safe landscaping. Mr. Habriel stated that Paradise and Butte County are ahead of other areas regarding fire safe landscaping.
- 5. Virgil Hales asked the Town Council to send a letter for him to the courts and stated that cannabis has health benefits.

5. PUBLIC HEARINGS

For items that require a published legal notice and/or a mailed notice.

Public Hearing Procedure:

- A. Staff Report
- B. Mayor opens the hearing for public comment in the following order:
 - i. Project proponents (in favor of proposal)
 - ii. Project opponents (against proposal)

- iii. Rebuttals – if requested
- C. Mayor closes the hearing
- D. Council discussion and vote

5a. Mayor Jones announced that the Town Council would conduct the 2nd public hearing to solicit comments and/or suggestions regarding the 2018-2019 Annual Plan funding priorities. Community Development Block Grant (CDBG) funds are awarded for the purpose of community development activities that are directed toward revitalizing neighborhoods, for economic development and providing improved community facilities and services. Final action is scheduled for approval at the April 10, 2018 Council Meeting.

Administrative Analyst Colette Curtis provided a brief overview of the CDBG Annual Plan funding priorities and informed Council that five applications were received for subrecipient funding and that the selection of the recipients will be in March.

The public hearing was opened at 6:35 p.m.

There was no public comment.

The public hearing was closed at 6:35 p.m.

6. COUNCIL CONSIDERATION

- 6a.
1. Consider implementing a low-cost business license program that provides important public safety information as well as information on the Town's economic and business landscape
 2. Consider waiving the entire reading of proposed Ordinance No. 568 and approve reading by title only: and, consider introducing Ordinance No.568 an Ordinance adding Chapter 5.22 to the Paradise Municipal Code Relating to Business License.
 3. Direct staff to update the Master Fee schedule to reflect the Business License fee.

Administrative Analyst Colette Curtis provided an extensive overview of the proposed Business License program including background on the current licensing process, recommendations for the proposed program and suggestions that were implemented from the prior Council meeting.

Mayor Jones opened the meeting for public comments:

1. Steve Crowder, Chamber representative, stated that the Chamber was involved in the Business license process, they voted and endorsed the Business License program with the changes. Mr. Crowder stated, that as a business owner, he felt \$40 was a reasonable fee.

2. Ward Habriel asked what emergency has been experienced in the Town where not having a business license affected public safety. Mr. Habriel also stated that the leadership does not have the public trust and the public doesn't see the need to do the business license.

Curtis Lawrie, Battalion Chief, explained that cutting down on the time it takes for an engine to respond limits damage, the more information the Fire Dept. has, the more efficient and better able they are to address issues. The Quail Run facility burned more than necessary because of the difficulty contacting the property owner to learn where the electricity shut offs were. Mr. Lawrie explained that it takes for the Fire Department to assess the risks of a situation—therefore having more information in advance of a situation saves time. Another example was a fire at Smokie Mountain Steak House where they were trying to contact the property owners to gain access, but couldn't wait any longer and had to break down the front door. If the Fire Dept. had contact information, they may have been able to save the property owner the cost of repairing the front door.

3. Paul Lyons does not support the business license, but maybe a business directory. He already has several licenses, he has never needed a business license, he thinks the cost will rise, and he also thinks that there are already enough regulations.

4. John Rank does not support the business license, thinks this is a registry and nothing meaningful, is concerned with exemptions that do not clearly mention rentals or general landlords. He is concerned that this will add unnecessary regulations and add to the cost of doing business.

5. Scott Steele does not support the business license, thinks that the information already exists with Certified Unified Program Agency (CUPA) and other databases. He currently pays licensing fees to seven different governmental agencies including CUPA which requires him to fill out a detailed registration for first responders, including hazardous materials. He thinks we need to support and foster the businesses that are already here in town.

6. Owen Suihkonen does not support the business license, thinks that the yellow pages phone book contains all the business information necessary to the Town of Paradise, that the business license issue should be put to a public vote, that the Website is an expense that the Town cannot afford and asked who would update the information.

7. Doug Teeter does not support the business license, thinks the alarm registration is providing the same service, thinks the public safety concerns could be addressed by the Fire Marshal, thinks the permit process will be slow and that volunteers going door to door would be more valuable. He asked for clarity on home based businesses and if they are required to get a home occupancy license too.

8. Dan Wentland does not support the business license, asked if home based business, such as his own, needed to register (Town Manager replied, no, home businesses are exempt) asked if the license impacted the annual Fire inspection fee (the Town Manager answered that the annual fire inspection fee is separate from the business license)

9. Kelly Conner supports the business license, would like to see the town become more formal with a business license, thinks the information gathered will help the town move forward economically.

Battalion Chief Lawrie answered questions from the Council Members and stated that businesses have been started in town that were in the wrong zones that were potentially hazardous and that a business license could possibly help avoid that from happening in the future.

Town Attorney Dwight Moore included some amendments to the proposed Ordinance:

- Section 5.22.020, page 228 of the agenda packet, add definition “C. Home based business means home occupation or a residential rental project consisting of two or more units.”
- Section 5.22.060, page 230 of the agenda packet, the last sentence needs to be revised to say, “Tax-exempt religious organizations shall be exempt from paying the fee under this section.”
- In Section 5.22.070 Exemption, page 230 of the agenda packet, add #7, **“Residential Rental Properties;** Residential rental properties with no more than one unit shall be exempt from obtaining a business license.” (Original Item #7 moves to Item #8)

Council Member Lotter stated that some people don’t want anything. He thinks the council has arrived at a good compromise, and that the Town Council is responsible for the safety of the community and the first responders and this is a tool that has been recommended to help them do their job. The business license is about the public safety of the community.

Council Member Schuster thanked everyone who provided input into the business license, it was better than expected, although not perfect. The most important issue is public safety, a business license allows the town to reach out to more people in case of an emergency.

Council Member Zuccolillo stated that if it’s about public safety, every house should be licensed. He stated that a responsible business owner should know the zoning, but that a business license won’t prevent a business from opening in the wrong zone. He stated that the staff is all busy and he would rather see energy focused on other things and that enforcement will be hard to implement and doesn’t think that a business license is the answer.

Vice Mayor Bolin thanked everyone for their input, doesn’t think the phonebook is the answer and that’s not where the information is going to come from. He thinks the business license is a benefit to the first responders and that we owe it to them to give them this information. He stated that if this goes through we better use this information and that it logically seems like an important thing to do.

Mayor Jones stated that she thinks that all the concerns have been addressed, it is not intrusive, it is easy to do online, and the fee will be waived if the business registers by January. She has been persuaded by the Police Chief and the Fire Chief and that if they

tell the Council they need a business license, the Council would be remiss to not do it. She thinks the cost of \$25 annually is reasonable to have a safer town.

MOTION by Lotter, seconded by Bolin, implement a low-cost business license program that provides important public safety information as well as information on the Town's economic and business landscape; 2. Waived the entire reading of proposed Ordinance No. 568 and approved reading by title only: and, introduced Ordinance No.568 an Ordinance adding Chapter 5.22 to the Paradise Municipal Code Relating to Business License with the amendments included by the Town Attorney; and 3. Directed staff to update the Master Fee schedule to reflect the Business License fee. AYES of Bolin, Lotter, Schuster and Mayor Jones. NOES of Zuccolillo. MOTION PASSED.

Town Engineer Marc Mattox provided an overview of the results of the Pavement Management Program which is a computer assisted method of organizing and analyzing information about pavement conditions. The findings of the Pavement Management program present a clear avenue for the Town Council to assess and prioritize the needs of public roadway infrastructure funding levels.

1. Ward Habriel asked President Donald Trump for money.
- 6b. **MOTION by Bolin, seconded by Zuccolillo** adopted the Paradise 2018 Pavement Management Program Final Report. The findings of the Pavement Management Program present a clear avenue for the Town Council to assess and prioritize the needs of public roadway infrastructure funding levels. Roll call vote was unanimous.
- 6c. **MOTION by Zuccolillo, seconded by Lotter**, concurred with staff recommendation to continue to seek approval from the California Transportation Commission to eliminate Trailway widening from the scope of work for the Yellowstone Kelly Heritage Trailway Enhancement Project, enabling the Town to consider awarding Contract 15-03 on April 9, 2018. Roll call vote was unanimous.
- 6d. **MOTION by Zuccolillo, seconded by Schuster**, awarded the Fleet Maintenance Bay Addition Contract 17-13 to Bob Becker of Paradise, CA in the amount of their bid, \$98,780.00. Roll call vote was unanimous.

7. COUNCIL INITIATED ITEMS AND REPORTS

- a. Council initiated agenda items – None
- b. Council reports on committee representation

Council Member Schuster attended the Butte County Mosquito and Vector Control meeting; Explore Butte County (TBID) meeting, the zone marketing grant has launched and is collaborating with the San Francisco Chronicle travel piece; attended the North State Economic Conference; attended Blue Zone meeting; Chico/Paradise Chamber

Awards Dinner; Fire Engine 81 Dedication; Butte County Board of Supervisor meeting where they were discussing Air B&B.

Council Member Lotter attended the League of California Cities Public Safety Meeting; Engine 81 Dedication: Butte County City Selection Committee where Mayor Jones was selected to represent cities for the County Oversight Committee.

Vice Mayor Bolin attend the Fire Engine 81 Dedication.

c. Future Agenda Items

- Council Member Schuster would like to discuss Air B&B at the Goal setting meeting.
- Vice Mayor Bolin would like to discuss realtors and Onsite working together to make sure there is collaboration between the two entities so that buyers know what they are buying.
- CM Lotter has discussed with citizens in wheelchairs the ADA compliance issues and mentioned that the Town needs to meet with the Post Office because there are mailboxes that need to be relocated.

8. STAFF COMMUNICATION

Town Manager Report – None

- Community Development Director Craig Baker provided an update on the following projects: Safeway Black Olive Project, Starbucks, Lynn's Optimo, Mama Celeste's Gastropub and Pizzeria, Jack in the Box, Woodview Retirement Cottages, Achieve Charter School,

9. CLOSED SESSION - None

10. ADJOURNMENT

10a. At 10:03 p.m. Mayor Jones adjourned the Regular February 13, 2018 meeting to February 27, 2018 at 3:00 p.m., Paradise Town Hall, 5555 Skyway, Paradise, California 95969, for the purpose of holding a Regular Adjourned meeting pursuant to Government Code Section 54955.

Date Approved:

By: _____
Jody Jones, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 10:45 AM – February 16, 2018**

1. OPENING

Following the pledge of allegiance the Special Meeting of the Town Council of the Town of Paradise was called to order in the Town Council Chambers located at 5555 Skyway, Paradise, California, at 11:41 a.m. by Mayor Jones.

COUNCIL MEMBERS PRESENT: Greg Bolin, Scott Lotter, Melissa Schuster, Mike Zuccolillo and Jody Jones Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Town Clerk Volenski, Town Manager Gill, Human Resources/Risk Manager Peters and Police Chief Tazarri-Dineen.

2. CLOSED SESSION

At 11:42 a.m. Mayor Jones announced that pursuant to Government Code Section 54957 (b)(1), the Town Council would meet in closed session to observe the Assessment Center process relating to the interviews of applicants for public employee appointment to the position of Paradise Police Chief.

Town Clerk Volenski did not attend the closed session.

At 2:51 p.m. Mayor Jones reconvened the Town Council meeting and reported that direction was given to staff: no action taken.

3. ADJOURNMENT

The Town Council meeting was adjourned at 2:51 p.m.

DATE APPROVED:

By:

Jody Jones, Mayor

Dina Volenski, CMC, Town Clerk

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 3:00 PM – February 27, 2018**

1. OPENING

The Regular adjourned meeting of the Paradise Town Council was called to order by Mayor Jones at 3:01 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

COUNCIL MEMBER PRESENT: Greg Bolin, Scott Lotter, Melissa Schuster, Mike Zuccolillo and Jody Jones, Mayor.

COUNCIL MEMBER ABSENT: None

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Administrative Services Director Gina Will, Public Works Director/Town Engineer Marc Mattox, Administrative Analyst Colette Curtis, Police Chief Gabriela Tazarri-Dineen, Police Lieutenant Eric Reinbold and Division Chief David Hawks

Mayor Jones stated that in order for the Council to discuss and make the recommendation on the below matter, the item must be formally added to the agenda. It takes a two-thirds vote to add the item to the agenda. As such, Council is requested to take the following actions: (1) Pursuant to Government Code Section 54954.2(b)(2) The Town council finds that there is a need to take immediate action and that the need came to the attention of the Town after the posting of the agenda concerning the following item:

Agenda item 3(c): consider awarding to the lowest bidder and authorizing the Town Manager to enter into an agreement to purchase from California Survey & Drafting Supply (CSDS) an HP DesignJet T2530 Multifunction Printer as offered in BID 0222018. (CSDS bid 0222018 includes a promotion that provides a reduced purchase price if the Town approves the purchase by February 28, 2018.)

MOTION by Schuster, seconded by Bolin to formally add the item to the agenda. Roll call vote was unanimous. Mayor Jones added the item as agenda item 3b and moved 3b to 3c.

2. PUBLIC COMMUNICATION – None

3. COUNCIL CONSIDERATION

3a. **MOTION by Bolin, seconded by Lotter**, awarded Contract No. 15-03, Trailway Enhancements Project to Pacific Excavation of Elk Grove, California in the amount of their bid of \$1,576,928.00. Roll call vote was unanimous.

3b: **MOTION by Lotter, seconded by Bolin**, awarded to the lowest bidder and authorized the Town Manager to enter into an agreement to purchase

from California Survey & Drafting Supply (CSDS) an HP DesignJet T2530 Multifunction Printer as offered in BID 0222018. (CSDS bid 0222018 includes a promotion that provides a reduced purchase price if the Town approves the purchase by February 28, 2018.) Roll call vote was unanimous.

- 3c. Following presentation(s) by staff, consider setting budget priorities for the 2018-2019 Fiscal Year, including funding consideration for the 2018-2019 Measure C Funds.

Town Manager Gill reviewed the objectives of the goal setting meeting and then reviewed the accomplishments from the previous 2016-2017 and 2017-2018 Town Council goals.

Manager Gill proposed 2018-19 priorities to the Town Council for discussion, ranking and consideration. After discussion the Town Council determined the following items, in order of importance, to be the goals for the 2018-2019 Fiscal year:

1. Budget – Measure C
2. Paradise Sewer Project – Funding for Environmental
3. Animal Control Sustainability and Improvements
4. Facilities and Property Plan
5. Tourism/Economic Development
6. Walking Improvements and Connectivity
7. Funding for East Side Ponderosa Project
8. Transient Ordinances
9. TOT Ordinance Update
10. Food Truck Discussion
11. Code Enforcement Updates

Mayor Jones requested that when the Measure C discussion is brought back to the April Council meeting that there be suggestions of how many years to ask the citizens to extend the measure.

4. ADJOURNMENT

Mayor Jones adjourned the meeting at 4:37 p.m.

Date Approved:

Jody Jones, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
FEBRUARY 1, 2018 - FEBRUARY 28, 2018

February 1, 2018 - February 28, 2018

Check Date	Pay Period End	DESCRIPTION	AMOUNT
02/09/18	02/04/18	Net Payroll - Direct Deposits & Checks	\$ 120,629.92
02/23/18	02/18/18	Net Payroll - Direct Deposits & Checks	\$ 124,186.88
TOTAL NET WAGES PAYROLL			\$244,816.80

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$237,865.85
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$1,172,071.67
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$1,409,937.52</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$1,654,754.32</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: 2/1/2018 - To Payment Date: 2/28/2018

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>									
71419	02/01/2018	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
71420	02/01/2018	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$429.88		
71421	02/01/2018	Open			Accounts Payable	Akin, David	\$339.25		
71422	02/01/2018	Open			Accounts Payable	ALLIANT INSURANCE	\$522.00		
71423	02/01/2018	Open			Accounts Payable	ANIMAL HOSPITAL/VETMOBILE	\$41.00		
71424	02/01/2018	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$53.78		
71425	02/01/2018	Open			Accounts Payable	AT&T MOBILITY	\$85.40		
71426	02/01/2018	Open			Accounts Payable	Bear Electric Solutions	\$1,425.00		
71427	02/01/2018	Open			Accounts Payable	BEARING BELT CHAIN CO.	\$350.04		
71428	02/01/2018	Open			Accounts Payable	Bennett Engineering Services Inc	\$285.33		
71429	02/01/2018	Open			Accounts Payable	Big O Tires	\$111.00		
71430	02/01/2018	Open			Accounts Payable	BOYS AND GIRLS CLUB	\$2,039.05		
71431	02/01/2018	Open			Accounts Payable	Brolliar Stump Grinding, Joseph, Brolliar	\$450.00		
71432	02/01/2018	Open			Accounts Payable	BUTTE COLLEGE, PUBLIC SERVICE CENTER	\$266.00		
71433	02/01/2018	Open			Accounts Payable	CALIFORNIA CHAMBER OF COMMERCE	\$134.08		
71434	02/01/2018	Open			Accounts Payable	CARRIGAN, GERALD	\$255.00		
71435	02/01/2018	Open			Accounts Payable	CATALYST WOMEN'S ADV. INC.	\$2,340.00		
71436	02/01/2018	Open			Accounts Payable	Daniel Wells	\$67.00		
71437	02/01/2018	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$189.00		
71438	02/01/2018	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$851,433.47		
71439	02/01/2018	Open			Accounts Payable	DEPPE, RICK	\$47.12		
71440	02/01/2018	Open			Accounts Payable	Door Company Inc, The	\$399.00		
71441	02/01/2018	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$3,839.00		
71442	02/01/2018	Open			Accounts Payable	EVERBANK COMMERCIAL FINANCE, INC	\$906.47		
71443	02/01/2018	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$325.88		
71444	02/01/2018	Open			Accounts Payable	FLATT, JUSTIN	\$50.00		
71445	02/01/2018	Open			Accounts Payable	FRANKLIN CONSTRUCTION COMPANY	\$31,990.07		
71446	02/01/2018	Open			Accounts Payable	GALLAGHER, CRAIG	\$531.71		
71447	02/01/2018	Open			Accounts Payable	Gates, Matthew	\$339.25		
71448	02/01/2018	Open			Accounts Payable	Goodyear Tire & Rubber Company	\$1,280.05		
71449	02/01/2018	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
71450	02/01/2018	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$3,650.00		
71451	02/01/2018	Open			Accounts Payable	GRIGG, JAMES	\$60.00		
71452	02/01/2018	Open			Accounts Payable	Hard, Keith	\$120.00		
71453	02/01/2018	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
71454	02/01/2018	Open			Accounts Payable	HUNTERS PEST CONTROL	\$55.00		
71455	02/01/2018	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$1,939.06		
71456	02/01/2018	Open			Accounts Payable	INDUSTRIAL POWER PRODUCTS	\$38.17		
71457	02/01/2018	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$35.78		
71458	02/01/2018	Open			Accounts Payable	JC NELSON SUPPLY COMPANY	\$763.62		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 2/1/2018 - To Payment Date: 2/28/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
71459	02/01/2018	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
71460	02/01/2018	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$591.45		
71461	02/01/2018	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$84.00		
71462	02/01/2018	Open			Accounts Payable	LEAGUE OF CALIFORNIA CITIES	\$1,175.00		
71463	02/01/2018	Open			Accounts Payable	LEAGUE OF CALIFORNIA CITIES	\$10,118.00		
71464	02/01/2018	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$40,000.00		
71465	02/01/2018	Open			Accounts Payable	MOORE, DWIGHT, L.	\$14,076.00		
71466	02/01/2018	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$14.04		
71467	02/01/2018	Open			Accounts Payable	NORTH VALLEY BARRICADE, INC.	\$150.31		
71468	02/01/2018	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$13,861.98		
71469	02/01/2018	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$6,243.95		
71470	02/01/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	\$149.70		
71471	02/01/2018	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$35.78		
71472	02/01/2018	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$170.56		
71473	02/01/2018	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$1,432.89		
71474	02/01/2018	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$905.41		
71475	02/01/2018	Open			Accounts Payable	PARADISE RECREATION & PARK DISTRICT	\$1,035.00		
71476	02/01/2018	Open			Accounts Payable	PARADISE SCREEN PRINT	\$205.80		
71477	02/01/2018	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$880.00		
71478	02/01/2018	Open			Accounts Payable	RAINEY, CHRIS	\$64.00		
71479	02/01/2018	Open			Accounts Payable	RAMOS, DANIEL J.	\$85.00		
71480	02/01/2018	Open			Accounts Payable	Riebes Auto Parts	\$330.64		
71481	02/01/2018	Open			Accounts Payable	S.B.R.P.S.T.C.	\$328.00		
71482	02/01/2018	Open			Accounts Payable	SBA Monarch Towers III LLC	\$136.85		
71483	02/01/2018	Open			Accounts Payable	Shelby's Pest Control, Inc.	\$100.00		
71484	02/01/2018	Open			Accounts Payable	Signs & Graphics	\$96.98		
71485	02/01/2018	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$440.00		
71486	02/01/2018	Open			Accounts Payable	SIRCHIE FINGERPRINT LABORATORIES	\$887.50		
71487	02/01/2018	Open			Accounts Payable	Spherion Staffing	\$762.84		
71488	02/01/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$218.53		
71489	02/01/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$78.63		
71490	02/01/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$75.37		
71491	02/01/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$34.91		
71492	02/01/2018	Open			Accounts Payable	THOMSON-WEST/BARCLAYS	\$254.29		
71493	02/01/2018	Open			Accounts Payable	Tri Flame Propane	\$54.17		
71494	02/01/2018	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
71495	02/01/2018	Open			Accounts Payable	TURNBOW, DAVID LYNN	\$57.00		
71496	02/01/2018	Open			Accounts Payable	TURNBOW, DEBBIE	\$127.00		
71497	02/01/2018	Open			Accounts Payable	U.S. Bankcorp Government Leasing and Finance	\$10,992.77		
71498	02/01/2018	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$2,160.12		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 2/1/2018 - To Payment Date: 2/28/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
71499	02/01/2018	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$187.00		
71500	02/01/2018	Open			Accounts Payable	VERIZON WIRELESS	\$373.70		
71501	02/01/2018	Open			Accounts Payable	Vrooman, Gary	\$396.75		
71502	02/01/2018	Open			Accounts Payable	WILKEY, PO, JOHN	\$11.79		
71503	02/01/2018	Open			Accounts Payable	WURTH USA INC.	\$484.39		
71504	02/01/2018	Open			Accounts Payable	YOUTH FOR CHANGE	\$1,292.90		
71505	02/05/2018	Open			Accounts Payable	Aflac	\$189.92		
71506	02/05/2018	Open			Accounts Payable	BLOOD SOURCE	\$58.00		
71507	02/05/2018	Open			Accounts Payable	Met Life	\$8,407.51		
71508	02/05/2018	Open			Accounts Payable	OPERATING ENGINEERS	\$864.00		
71509	02/05/2018	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,134.86		
71510	02/05/2018	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,491.12		
71511	02/05/2018	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$681.47		
71512	02/05/2018	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$100.00		
71513	02/09/2018	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$200.00		
71514	02/09/2018	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
71515	02/15/2018	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$17.95		
71516	02/15/2018	Open			Accounts Payable	ACE RENTALS	\$17.22		
71517	02/15/2018	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$108.70		
71518	02/15/2018	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,039.25		
71519	02/15/2018	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$295.72		
71520	02/15/2018	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$20.32		
71521	02/15/2018	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,711.84		
71522	02/15/2018	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,110.62		
71523	02/15/2018	Open			Accounts Payable	BRUCE'S LOCK & KEY	\$125.00		
71524	02/15/2018	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$2,401.50		
71525	02/15/2018	Open			Accounts Payable	CLEANING CONNECTION, THE	\$400.00		
71526	02/15/2018	Open			Accounts Payable	COMCAST CABLE	\$76.01		
71527	02/15/2018	Open			Accounts Payable	CONTRA COSTA COUNTY SHERIFF'S OFFICE	\$744.00		
71528	02/15/2018	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$18,682.89		
71529	02/15/2018	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$10,047.81		
71530	02/15/2018	Open			Accounts Payable	DFM ASSOCIATES	\$53.63		
71531	02/15/2018	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$1,797.00		
71532	02/15/2018	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$95.66		
71533	02/15/2018	Open			Accounts Payable	FERGUSON ENTERPRISES INC	\$244.92		
71534	02/15/2018	Open			Accounts Payable	Gibson, April	\$160.00		
71535	02/15/2018	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$1,413.84		
71536	02/15/2018	Open			Accounts Payable	Housing Authority of the County of Butte	\$1,360.00		
71537	02/15/2018	Open			Accounts Payable	Huggins, Jeannette	\$160.00		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 2/1/2018 - To Payment Date: 2/28/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
71538	02/15/2018	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV	\$2,288.55		
						SVCS/US BANCORP			
71539	02/15/2018	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$778.53		
71540	02/15/2018	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$523.77		
71541	02/15/2018	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$250.00		
71542	02/15/2018	Open			Accounts Payable	JC NELSON SUPPLY COMPANY	\$125.74		
71543	02/15/2018	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$691.26		
71544	02/15/2018	Open			Accounts Payable	L.N. CURTIS & SONS	\$274.12		
71545	02/15/2018	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$72.50		
71546	02/15/2018	Open			Accounts Payable	MANN, URRUTIA, NELSON, CAS & ASSOC, LLP	\$8,500.00		
71547	02/15/2018	Open			Accounts Payable	Meyers Police Canine Training	\$600.00		
71548	02/15/2018	Open			Accounts Payable	Michael Baker International, Inc.	\$5,126.50		
71549	02/15/2018	Open			Accounts Payable	MIKE GOGGIA	\$1,425.00		
71550	02/15/2018	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$80.48		
71551	02/15/2018	Open			Accounts Payable	NICOLETTI, CHRISTOPHER	\$352.00		
71552	02/15/2018	Open			Accounts Payable	North State Tire Co. Inc.	\$1,578.17		
71553	02/15/2018	Open			Accounts Payable	NORTHSTAR	\$12,384.43		
71554	02/15/2018	Open			Accounts Payable	NORTHSTATE AGGREGATE, INC.	\$51.72		
71555	02/15/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	\$421.08		
71556	02/15/2018	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$69.25		
71557	02/15/2018	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$7,715.07		
71558	02/15/2018	Open			Accounts Payable	Pacific Gas and Electric Company	\$16,513.82		
71559	02/15/2018	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$2,422.71		
71560	02/15/2018	Open			Accounts Payable	Paradise Printing	\$26.94		
71561	02/15/2018	Open			Accounts Payable	PBM SUPPLY & MFG INC	\$272.57		
71562	02/15/2018	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$560.00		
71563	02/15/2018	Open			Accounts Payable	Precision Wireless Service	\$2,940.00		
71564	02/15/2018	Open			Accounts Payable	R B SPENCER INC	\$1,082.50		
71565	02/15/2018	Open			Accounts Payable	Riebes Auto Parts	\$191.55		
71566	02/15/2018	Open			Accounts Payable	S.B.R.P.S.T.C.	\$690.00		
71567	02/15/2018	Open			Accounts Payable	Santander Leasing LLC	\$35,915.70		
71568	02/15/2018	Open			Accounts Payable	Solarcity Corporation	\$124.96		
71569	02/15/2018	Open			Accounts Payable	Spherion Staffing	\$762.84		
71570	02/15/2018	Open			Accounts Payable	TeleCheck Services, Inc.	\$35.00		
71571	02/15/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$55.08		
71572	02/15/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$17.15		
71573	02/15/2018	Open			Accounts Payable	Tri Flame Propane	\$311.08		
71574	02/15/2018	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$43.87		
71575	02/15/2018	Open			Accounts Payable	VERIZON WIRELESS	\$301.63		
71576	02/15/2018	Open			Accounts Payable	VERIZON WIRELESS	\$104.70		
71577	02/15/2018	Open			Accounts Payable	WILGUS FIRE CONTROL INC	\$1,164.73		
71578	02/15/2018	Open			Accounts Payable	WILSON PRINTING CO.	\$88.89		
71579	02/15/2018	Open			Accounts Payable	Wolf, Brenda	\$258.65		
71580	02/26/2018	Open			Accounts Payable	DEPARTMENT OF PESTICIDE REGULATION-CASHIER	\$360.00		
71581	02/23/2018	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$200.00		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 2/1/2018 - To Payment Date: 2/28/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
71582	02/23/2018	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
Type Check Totals:					164 Transactions		\$1,188,788.07		
<u>EFT</u>									
689	02/05/2018	Open			Accounts Payable	CALPERS	\$108,521.76		
690	02/09/2018	Open			Accounts Payable	CALPERS - RETIREMENT	\$28,567.75		
691	02/09/2018	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,281.37		
692	02/09/2018	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,376.21		
693	02/09/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$17,117.71		
694	02/08/2018	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$1,000.00		
696	02/23/2018	Open			Accounts Payable	CALPERS - RETIREMENT	\$28,575.80		
697	02/23/2018	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,515.28		
698	02/23/2018	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,390.90		
699	02/23/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$17,802.67		
Type EFT Totals:					10 Transactions		\$221,149.45		

Type EFT Totals:
AP - US Bank TOP AP Checking Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	164	\$1,188,788.07	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	164	\$1,188,788.07	\$0.00
<u>EFTs</u>				
	Open	10	\$221,149.45	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	10	\$221,149.45	\$0.00

CASH DISBURSEMENTS REPORT

From Payment Date: 2/1/2018 - To Payment Date: 2/28/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	174	\$1,409,937.52	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	174	\$1,409,937.52	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	164	\$1,188,788.07	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	164	\$1,188,788.07	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	10	\$221,149.45	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	10	\$221,149.45	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	174	\$1,409,937.52	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	174	\$1,409,937.52	\$0.00	



**Town of Paradise
Council Agenda Summary
Date: March 13, 2018**

Agenda Item: 2(c)

Originated by: Josh Marquis, IT Manager

Reviewed by: Lauren Gill, Town Manager

Subject: Reject all Bids received for the 2017-18 DESKTOPS BID and authorize the Town Manager to award a contract after negotiating for the most reasonable cost under existing conditions.

Council Action Requested:

Pursuant to Paradise Municipal Code Section 2.45.808 G, reject all bids received for the 2017-18 DESKTOPS BID and authorize the Town Manager to award a contract to purchase the computers after negotiating for the most reasonable cost under existing conditions.

Alternatives:

1. Reject all bids and direct staff to advertise for new bids after altering bid specifications.
2. Take no action at the March 13, 2018 meeting and direct staff to bring the item back to Council at the April meeting.

Background:

The Town Council approved the purchase of six desktop computers and three dispatch workstations as part of the 2017-18 budget. The Town will be reimbursed for the dispatch computers through a portion of 911 funds.

The Town placed a notice to vendors in the newspaper requesting bids to purchase the computers and also sent notices to 27 vendors.

Only two bids were returned, both were higher than those normally received from existing contract bidders and more than the budget would allow. Staff believes we can attain better prices if we reject current bids and negotiate a better price.

Fiscal Impact Analysis:

Staff will be able to stay within budget while not having to compromise on quantity.

BID SUMMARY GENERAL

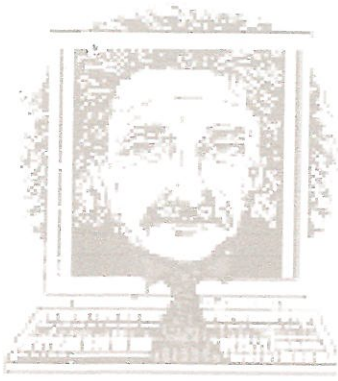
PROJECT NAME: DESKTOP COMPUTERS

OPENING DATE: February 26, 2018 @ 1:00 P.M.

LOCATION: TOWN CLERK'S WINDOW

CONTRACTOR Name of Bidder	BASE BID	Workstation	Desktop
		Alternate 1 (If Applicable)	Alternate 2 (If Applicable)
Gray matter		6205.12	1180.83
Howard Tech		7381. ⁰⁰	1027. ⁰⁰

Present at Opening: Josh Marquis, IT Manager
Dina Volenski, Town Clerk



Gray Matter Computing

6440 Skyway

530.872.7082

Paradise, CA 95969

fax 530.872.4512

www.gray-matter.net

The Intelligent Choice

Town of Paradise
Computer Quote
Feb 26, 2018

For your consideration:

HP Z440 Workstation

Configurable HP Z440 Microsoft Windows Workstation

HP Z440 MS Windows Workstation - F5W13AV

Windows 10 Pro 64 for Workstation – F5W70AV #ABA

HP Z440 Country Kit – F5W14A#ABA

HP Z440 700 Watt 90 % efficient Chassis – G8T96AV

Intel XEON E5-160#v# 2.80 GHZ, 10MB, 1866 4C CPU – J6S66AV

AMD FirePro W2100 2 GB x DP 1st No Cables – J1P76AV

128 GB DDR 4-2400 Registered RAM – G8U38AV

HP Z440 Memory Cooling System – J2R51AV

512 GB SATA Solid State Drive – J3H86AV

9.5 MM Slim DVD Writer – 1HH53AV

HP Processor Cooling Kit – G8U40AV

5 Year HP Next Business Day On Site Warranty – U1G39E

Cost \$ 6205.12 plus tax and shipping

Delivery available in approximately 4 to 6 weeks

HP Standard Desktop

HP Prodesk 600 G# MINI Desktop – 1GG10UT#ABA

Configured to:

Intel Core i7 2.9 GHZ

16 GB 2400 mhz RAM

256 GB SSD

HD Graphics 630

Windows 10 Pro 64 bit

3 year on site warranty

Cost \$ 1180.83 each plus tax and shipping

Note: Very little hard drive space in these specifications.



Submitted by **Brian Gray**
Gray Matter Computing
6440 Skyway
Paradise, CA 95969

HOWARD[™]
TECHNOLOGY SOLUTIONS

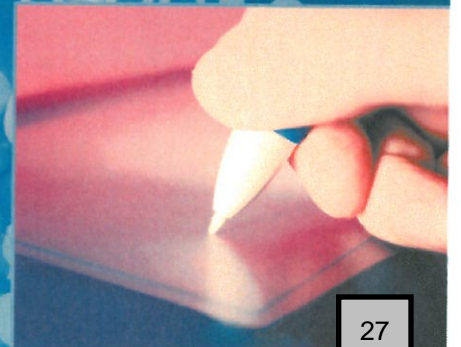
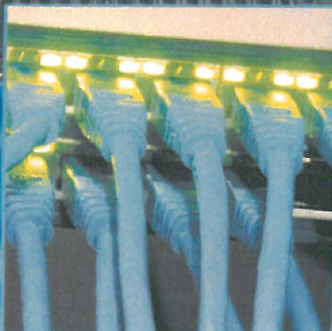
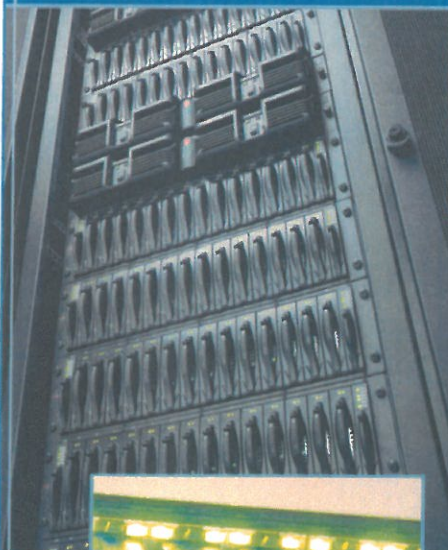
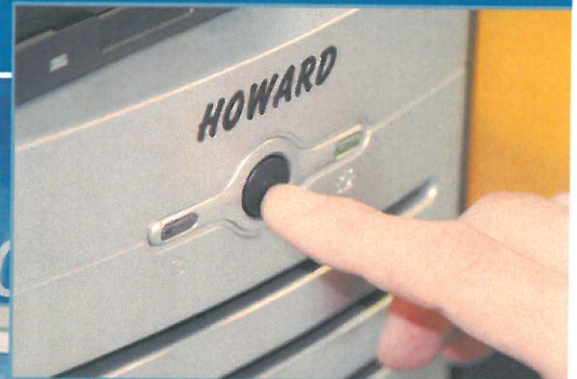
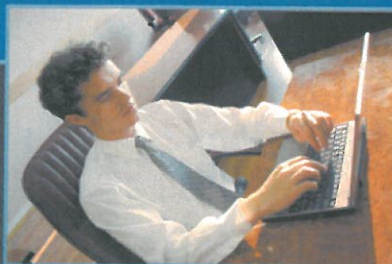
Experience the
Howard advantage.

Response to

**Town of Paradise
2017-2018 Desktops & Plotter Bid**

Due: February 26, 2018 @ 1 PM

**Howard Technology Solutions
a division of Howard Industries, Inc.
P O Box 1590 Laurel, MS 39441**



Company Profile

February 26, 2018

Town of Paradise
Town Clerk's Office
5555 Skyway
Paradise, CA 95969

RE: 2017-2018 Desktops & Plotter Bid

Dear Town of Paradise:

Howard Technology Solutions, a corporation (a division of Howard Industries, Inc. -- Federal ID Number 64-0466143 and SPIN 143022153) is pleased to offer the enclosed response to your 2017-2018 Desktops & Plotter Bid. Howard certifies that we are authorized to operate contractually and sell within the State of California.

Howard Technology Solutions, a division of Howard Industries, Inc., was established in 1998 with our parent company being founded in 1968. Howard is a privately held corporation incorporated and headquartered in the state of Mississippi. Howard currently employs approximately 3,430 employees and maintains over \$700M in annual sales consistently. Howard is driven by helping our customers understand technology products and services that could benefit their organizations.

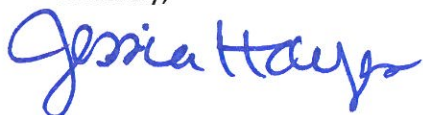
Howard Technology Solutions accepts the terms and conditions set forth in the RFP and has sole and complete responsibility for providing the services as defined therein as well as any addenda issued to the RFP. Please note that lead time for Chromebooks and Laptops proposed is 24 days.

The office location that will serve as the main point of contact is Howard Technology Solutions at 36 Howard Dr., Ellisville, MS 39437. Your point of contact for this RFP is:

Bid Services Department – (Phone) 601.425.3181; (Email) bids@howardcomputers.com

Bids and Contracts Supervisor, Yareasia Ellis, is authorized to contractually bind Howard Technology Solutions in this regard. Yareasia's contact information is as follows: (Address): 36 Howard Drive, Ellisville, Mississippi 39437; (Phone): 601.399.5633; (Fax): 601.399.5077; (Email): yellis@howard.com.

Sincerely,



Jessica Hayes
Bid Specialist
601.425.3181
bids@howardcomputers.com

Executive Summary

Howard Technology Solutions is the newest division of Howard Industries, Inc. - a \$1 billion privately held electrical products corporation. Howard Industries was founded more than 45 years ago in 1968 by Billy and Linda Howard. The Howards have grown their core business - distribution transformers - into the leader of their industry. Today, Howard Industries' Transformer Division is the number one producer of distribution transformers in the United States and is housed in the largest transformer plant in the world - 2.2 million square feet. In addition, the company employs approximately 3,430 employees today.

The Howards have diversified their interest over the years to form their own trucking company - Howard Transportation. Begun in the era of deregulation of the industry to haul Howard's own products, Howard Transportation now carries 60% of its load from companies other than Howard Industries and is one of the leading Southeastern carriers.

Not satisfied with all their success, the Howards again diversified in the early 90's and formed a new division - Howard Lighting Products. This division manufactures and offers a vast selection of high-quality fluorescent and HID (High Intensity Discharge) ballast in addition to lighting products that are ideal for commercial and residential uses. Today, this division has products in use at Johnson Space Center, Kennedy Space Center, Camp Pendleton, CIA headquarters at Langley, Fort Bragg, and numerous other US government facilities.

Finally, the Howards again branched out to form Howard Technology Solutions. Although a new division to the Howards, the manufacturing of personal computers was far from a new venture for Howard Industries. They had been building computers in-house for their own use for approximately 8 years. The decision to branch out and market their products to others was an easy one given the dynamics of the marketplace and the Howard's confidence in their ability to build a business from the ground up.

Today, Howard Technology Solutions has grown at a significant pace with a nationwide base of over 2,200 customers. Howard has entered into strategic partnerships with various industry leaders such as Polycom, Enterasys, Fujitsu, Panasonic, Cisco, Crestron, Extron, HP, Lenovo, Toshiba, Xirrus, Chief, Mimio, FrontRow, and many more. We feel confident in our ability to provide you with the products and services you require to meet your technology-related needs.

We believe that you will agree that another added benefit of Howard is the one-on-one support you will receive from Howard Technology Solutions. From project start to finish, our teams will assist you with your needs. After project completion, you can depend on our Customer Service Team and your Inside Sales Representative to help you with any issues that may arise. All of our employees are willing and trained to provide excellent customer service and product knowledge for our customers.



Request for Bid

The Town Council of the Town of Paradise invites sealed bids for (3) Dispatch Desktops and (6) Standard Desktops.

Detailed specifications of each type can be obtained by contacting IT Manager, Josh Marquis, at support@townofparadise.com.

All bids must be in a sealed envelope marked **2017-2018 Desktops Bid** and be delivered to the Town of Paradise, Town Clerk's Office, 5555 Skyway, Paradise, CA 95969 by February 26th 2018 up to the hour of 1:00PM, at which time they will be opened. A recommended award of contract, along with all bids submitted, will be presented to the Town Council of the Town of Paradise.

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

Josh Marquis
IT Manager
530-872-6291 x100

Dated: February 7th, 2018
Publish: February 10th, 2018



Request for Bid

The Town Council of the Town of Paradise invites sealed bids for (1) Plotter Bundle.

Detailed specifications can be obtained by contacting IT Manager, Josh Marquis, at support@townofparadise.com.

All bids must be in a sealed envelope marked **2017-2018 Plotter Bid** and be delivered to the Town of Paradise, Town Clerk's Office, 5555 Skyway, Paradise, CA 95969 by February 26th 2018 up to the hour of 1:00PM, at which time they will be opened. A recommended award of contract, along with all bids submitted, will be presented to the Town Council of the Town of Paradise.

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

Josh Marquis
IT Manager
530-872-6291 x100

Dated: February 7th, 2018
Publish: February 10th, 2018

2017-2018 Bid Specifications

Dispatch Desktops

1. HP Z440 Workstation
2. 700W Power Supply (or greater)
3. Windows 10 Pro 64bit for Workstations
4. Intel Xeon E5-1603v3 2.8 10M 1866 4C CPU
5. AMD FirePro W2100 2GB 2xDP
6. 128GB DDR4-2133 (8x16GB) Registered RAM
7. HP Processor Air Cooling Kit
8. HP Z Turbo Drive Quad Pro 512GB
9. 9.5mm Slim DVD-Writer
10. HP Z440 Memory Cooling Solution
11. 5 year HP next business day onsite warranty (U1G39E)
12. Mouse/keyboard (**not preferred**)

Standard Desktops

1. HP ProDesk 600G3 35W Desktop Mini PC (1QU39UP#ABA)
2. Windows 10 Pro 64bit
3. Intel Core i7 7700T 7Gen 2.9 2400Mhz 4C CPU
4. 16GB (2x8GB) DDR42400 RAM
5. 256GB SSD
6. USB mouse/keyboard
7. 3 year HP Material/Labor/Onsite Warranty (Y3A98AV)

Plotter

1. HP DesignJet T2530 (L2Y26A)
2. HP certified technician installation/integration, and training
3. Incoming Freight Charges
4. Delivery Charges
5. Bond 20lb 36"x300' paper included
6. 3 Year HP Extended Warranty
7. Removal of existing unit

Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com



Howard Computers
P.O. Box 1588
Laurel, MS 39441

Online Quotation

Quote No: JH12 837411.00
Customer Name: Josh Marquis
Company Name: Town of Paradise
Quote Name: HP Workstation HP ProDesk 600G3
Quote Date: February 15, 2018
Phone Number: 5308726291
Fax Number:

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	HP ProDesk 600 G3 - Mini desktop - 1 x Core i7 7700T / 2.9 GHz - RAM 8 GB - SSD 256 GB - TLC, HP Value - HD Graphics 630 - GigE - WLAN: 802.11a/b/g/n/ac, Bluetooth 4.2 - Win 10 Pro 64-bit - monitor: none - keyboard: US - Smart Buy; SMART BUY 8GB DDR4-2400 SODIMM ; INTEGRATION SVCS 1 3 4 LINE/LEV 20 MPN: 1GG10UT#ABA	6	\$1,027.00	\$6,162.00
2:	HP Workstation Z440 - MT - 4U - 1 x Xeon E5-1603V4 / 2.8 GHz - RAM 8 GB - HDD 1 TB - DVD SuperMulti - no graphics - GigE - Win 7 Pro 64-bit (includes Win 10 Pro 64-bit License) - vPro - monitor: none - keyboard: US - Smart Buy; SMART BUY AMD FIREPRO W2100 2GB GRAPHICS SMART BUY 16GB DDR42400 ECC REG RAM Z TURBO DRV QUAD PRO 512GB SSD MODULE SMART BUY 5YR NBD ONSITE WS ONLY HW SUP INTEGRATION SVCS 1 3 4 LINE/LEV 25 DE-AND RE-INSTALL SERVICE FOR DSGNJTS MPN: X2D62UT#ABA	3	\$7,381.00	\$22,143.00
3:	HP DesignJet T2530 PostScript - 36" multifunction printer - color - ink-jet - 35.98 in x 314.96 in, 24.02 in x 590.55 in (original) - Roll (36 in x 300 ft), 36 in x 48 in (media) - up to 0.4 min/page (printing) - 2 rolls - Gigabit LAN, USB 2.0 host MPN: L2Y26A#B1K	1	\$8,498.00	\$8,498.00
4:	Electronic HP Care Pack De- and Re-installation Service - Deinstallation / installation - 1 incident - on-site - business hours - for DesignJet HD Pro MFP, T1530, T2500, T2530, T730, T830, T930, Z2600, Z5600, Z6800 MPN: U9JG0E	1	\$1,345.00	\$1,345.00

Sub-Total: \$38,148.00
Parts & Accessories Shipping: Included
Taxes: \$2,956.47
Enviromental Fee: \$0.00
Total for Item 1: \$41,104.47

This quote will expire March 17, 2018.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total: \$38,148.00
Parts & Accessories Shipping: Included
Taxes: \$2,956.47
Enviromental Fee: \$0.00
Total: \$41,104.47

Notes:

***** The Dispatch Desktop and Standard Desktop is not

Pricing and availability subject to change without notice.

Packaging, Shipping, and Handling fees are not included unless specifically stated.

Prices and lease payments do not include applicable taxes.

Ship dates are approximations and are not guarantees.

Quick ship items not available in Alaska, Hawaii, or outside the United States.

Specific state laws may affect shipment of products.

If Purchaser fails to pay any invoice in full within the time quoted herein, Seller may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

For product return policies and information please visit:

http://www.howardcomputers.com/pdf/warranties/HTS_ReturnPolicy.pdf



Town of Paradise
Council Agenda Summary
Date: March 13, 2018

Agenda Item: 2(d)

ORIGINATED BY: Susan Hartman, CDD Manager/Assistant Planner
REVIEWED BY: Lauren M. Gill, Town Manager
SUBJECT: Acceptance of the Planning Commission's 2017 Annual Report Regarding Progress Towards Implementing the 1994 Paradise General Plan Housing Element

COUNCIL ACTION REQUESTED:

RECOMMENDATION: Adopt a **MOTION TO:**

1. Acknowledge receipt of the Planning Commission's Annual 1994 Paradise General Plan Housing Element Progress Report for the 2017 calendar year.

Background:

Government Code Section 65400 requires each local jurisdiction to prepare an annual report on the status and progress in implementing its General Plan Housing Element using forms and definitions adopted by the California State Department of Housing and Community Development (HCD). The annual progress report should to be submitted to HCD and the Governor's Office of Planning and Research (OPR) each year for the prior calendar year.

Section 65400 further states that the annual Housing Element progress report "shall be at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments." In order to provide an opportunity for members of the public to provide this input, the Planning Commission reviewed and forwarded the report to the Town Council during their regularly scheduled meeting on February 20, 2018. Town Council acceptance of the report will facilitate its submittal to HCD and OPR as required.

The attached annual Housing Element progress report reveals that, of a total of nineteen (19) new dwelling units, the majority of permits applied for were for above-moderate income dwelling units. The remaining units needed for the 2014-2022 planning period, by income level are: 141 affordable to very low income households; 84 affordable to low income households; 54 affordable to moderate income households and 248 affordable to above moderate income households.

Since the adoption of an updated Housing Element on June 10, 2014 (Resolution 14-22), staff continues to pursue opportunities to further the implementation of housing program objectives in addition to those programs where implementation involves ongoing directives to promote affordable housing through various means. The report contains a detailed enumeration of each program and its implementation status as of December 31, 2017.

Financial Impact:

Acceptance of this annual Housing Element Progress report and its submittal to OPR and HCD shall have no financial impact upon the Town of Paradise.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Paradise

Reporting Period 1/1/2017 - 12/31/2017

Table A

Annual Building Activity Report Summary - New Construction Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information								Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low- Income	Low- Income	Moderate- Income	Above Moderate- Income			See Instructions	See Instructions	
054-192-108	MH	O		1			1				Installation contracts were matched against the Housing Affordability rates adopting in the Housing Element.
055-080-049	MH	R		1			1				
(9) Total of Moderate and Above Moderate from Table A3				1	16		17				
(10) Total by income Table A/A3				2	1	16	19				
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Paradise
Reporting Period 1/1/2017 - 12/31/2017

Table A2

Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	0	0	0	0	
(2) Preservation of Units At-Risk	0	0	0	0	
(3) Acquisition of Units	0	0	0	0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3

Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate	1					1	
No. of Units Permitted for Above Moderate	16					16	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Paradise

Reporting Period 1/1/2017 - 12/31/2017

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2014	2015	2016	2017	2018	2019	2020	2021	2022	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level	RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	141										141
	Non-deed restricted											
Low	Deed Restricted	100										84
	Non-deed restricted		1	6	7	2						
Moderate	Deed Restricted	93										54
	Non-deed restricted		4	31	3	1						
Above Moderate		303	9	13	17	16						248
Total RHNA by COG. Enter allocation number:		637										527
Total Units ► ► ►			14	50	27	19						
Remaining Need for RHNA Period ► ► ► ► ►												

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Paradise

Reporting Period 1/1/2017 - 12/31/2017

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)		Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.	
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
HI-1: Reduce infrastructure constraints to development	Reduce constraints associated with wastewater disposal.	2014-2022	Presented a sewer feasibility report to Town Council July 2017 with a preferred option of connecting to the City of Chico sewer. Authorized to seek out funding options for environmental study and prelim design.
HI-2: Affordable housing resources	Promote affordable housing.	2014-2022	The Town adopted guidelines in 2016 for a new Tenant Based Rental Assistance Program utilizing HOME grant funds for low income households and utilized \$7,700 for 2017 applicants.
HI-3: Affordable housing incentives	Reduction in development standards to promote affordable housing.	Mar. 2015	Issued a Certificate of Occupancy for a 14 unit apartment complex comprising of 3 deed-restricted affordable units approved through a density bonus executed with the Town.
HI-4: Density bonus	Compliance with Government Code Sections 65915 & 65917.	Feb. 2016	Zoning ordinance amendments consistent with GC Sections 65915 & 65917 were adopted and implemented in January 2015. Density bonuses currently in-place for multi-family projects utilizing clustered wastewater treatment.
HI-5: Publicly owned lands inventory	Develop and maintain inventory of public land within Town limits and its sphere of influence for potential housing sites.	2014-2022	No new public lands acquired resulting in new housing opportunities since an inventory was compiled in 2009.
HI-6: Housing authority	Support the Housing Authority's role in Public Housing Rental Program and Housing Choice Voucher program.	2014-2022	On-going directive; on-going implementation.
HI-7: Small lot consolidation and development	Encourage consolidation of small parcels for residential use.	Dec. 2015	On-going directive. Opportunities for small lot consolidation did not present themselves during 2017.
HI-8: Promote second units	Prepare a Second Units Handbook.	Dec. 2015	Not yet implemented.
HI-9: Address discrimination	Provide filing information for discrimination complaints.	2014-2022	On-going directive. Fair housing/non-discrimination requirements are posted at Paradise Town Hall. No fair housing complaints were filed with the Town during 2017.
HI-10: Annual report	Provide annual report to Town Council and Planning Commission.	Annually	Implemented and on-going. Report for 2017 presented to Planning Commission during February 2018, Town Council during March 2018.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Paradise
Reporting Period 1/1/2017 - 12/31/2017

HI-11: Housing rehabilitation and improvement	Provide rehab and repair opportunities.	2014-2022	12 low-income homeowners were funded through the Town's Owner-Occupied Housing Rehabilitation program in 2017 for home repairs utilizing CDBG & HOME grants.
HI-12: Condominium and mobile home conversions	Revise Chapter 16.10 of the Paradise Municipal Code to address conversions.	June. 2015	Not yet implemented.
HI-13: Enforce housing codes	Provide a safe and decent living environment.	2014-2022	Procedure in place through building division for the thorough investigation of housing complaints and the prompt abatement of resulting violations.
HI-14: Conversion of at-risk units	Reduce potential conversion of affordable housing to market-rate.	2014-2022	The Town is notified as a party on title to assisted affordable housing units. Coordination with Butte County Housing Authority is on-going.
HI-15: Reduce standards for seniors and disabled housing	Revise Zoning Ordinance to provide reduced standards	Dec. 2014	Paradise Municipal Code revised April 2015 to allow for reduced parking requirements for senior housing.
HI-16: Transitional/ supportive housing	Revise zoning code to be consistent with requirements of state law.	Aug. 2015	Not yet implemented.
HI-17: Housing for persons with disabilities	Ensure projects for disabled accessibility are reasonably accommodated.	May. 2015	Housing Rehabilitation Program administered through Business & Housing includes projects involving improvements necessary to ensure accessibility for disabled persons.
HI-18: Special needs housing	Provide incentives for development of housing for persons with special needs.	Feb. 2015	Received an application for a 56 unit senior housing development in November 2017 that will include a 13% density bonus if approved.
HI-19: Farm labor housing	Compliance with the state's Employee Housing Act.	July. 2015	Paradise Municipal Code zoning ordinance amended November 2016 to include Agricultural Employee Housing.
HI-20: Energy conservation and efficiency	Promote energy conservation and efficiency in residential development.	2014-2022	Adopted 2016 CA Building Codes which incorporate mandatory green building standards. Residential solar permits are a reduced flat-fee and fast tracked through plan check.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction	Town of Paradise
Reporting Period	1/1/2017 - 12/31/2017

General Comments:

With the 2017 recordation of a 14 unit residential subdivision, the Town of Paradise continued to see a steady stream of new construction submittals. In addition, the Town extended \$556,419 in loans for first-time low income home buyers and low income housing rehabilitations. 2017 also saw the submittal of a land use entitlement for a 56 unit senior housing complex (special needs housing) which will include a 13% density bonus . The Town remains committed to providing housing at all income levels and works diligently within the limited budget resources that remain to assist owners with rehabilitation and renovation of existing homes.



TOWN OF PARADISE
Council Agenda Summary
Date: March 13, 2018

Agenda No. 2(e)

ORIGINATED BY: Dwight L. Moore, Town Attorney

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Agreement between the Town of Paradise and the Law Firm of Peters, Habib, McKenna, Juhl-Rhodes and Cardoza, LLP

COUNCIL ACTION REQUESTED: Adopt Resolution No. 18-___ authorizing the Town Manager to execute a legal services agreement with Peters, Habib, McKenna & Juhl-Rhodes, LLP relating to public nuisance abatement lawsuits.

BACKGROUND: On January 9, 2018, the Town Council authorized the filing of a nuisance abatement lawsuit against the owners of Property at 1450 Bader Mine Road, Paradise, which includes a receivership. The California Supreme Court has ruled that a municipal corporation may retain the services of a private attorney under a contingent-fee type of agreement relating to public nuisance abatement actions if a government attorney is in charge of the lawsuit.

DISCUSSION: For more than twenty-five years the law firm of Peters, Habib, McKenna, Juhl-Rhodes and Cardoza, LLP has represented the Town relating to various lawsuits. Since there will be numerous court hearings relating to the lawsuit against the property owners of 1450 Bader Mine Road, there is a need for additional legal services. The attached agreement provides that Peters, Habib, McKenna, Juhl-Rhodes and Cardoza, LLP will be compensated only from receivership funds collected from the property owners. As such, the law firm will be representing the Town on a contingency basis. The Town Attorney would supervise and control the legal services. As proposed, the only direct costs payable by the Town under the law firm's agreement would be limited to \$2,500 for litigation costs such as a court reporter at a deposition, photocopying, and the cost to serve any lawsuit pleadings.

FINANCIAL IMPACT: Within the attached agreement, the Town's costs are limited to \$2,500. In addition, the Town would be eligible to receive its costs from the property owners relating to the lawsuit.

Attachment

**TOWN OF PARADISE
RESOLUTION NO. 18-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT
WITH THE LAW FIRM OF PETERS, HABIB, MCKENNA,
JUHL-RHODES AND CARDOZA, LLP**

WHEREAS, from time to time, property owners violate the requirements of the Paradise Municipal Code, which may result in litigation by the Town to abate the violation; and

WHEREAS, the expense of such litigation can be substantially reduced if the Town's private legal services are not payable by the Town; and

WHEREAS, Peters, Habib, McKenna, Juhl-Rhodes and Cardoza, LLP has offered to provide legal services to the Town relating to such litigation pursuant to a legal services agreement under which the firm's fees would not be paid by the Town but by the property owners (Respondents) only from proceeds generated as a result of the lawsuit.

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

Section 1. Town Council does hereby authorize the Town Manager to execute the attached legal services agreement between the Town of Paradise and Peters, Habib, McKenna, Juhl-Rhodes and Cardoza, LLP.

PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 13th day of March, 2018, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

JODY JONES, Mayor

ATTEST:

APPROVED AS TO FORM:

DINA VOLENSKI, CMC, Town Clerk

DWIGHT L. MOORE, Town Attorney

LEGAL SERVICES AGREEMENT

PETERS, HABIB, MCKENNA, JUHL-RHODES & CARDOZA, LLP (“Attorney”) and **TOWN OF PARADISE, CALIFORNIA** (“Client”) hereby agree that Attorney will provide legal services to Client on the terms set forth below. Town Attorney Dwight L. Moore (“Town Attorney”) will administer this Agreement for Client, and will serve as Attorney’s primary contact with Client.

1. EFFECTIVE DATE. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Subject to the terms of this Agreement, Client hires Attorney to assist Town Attorney in the following matter: **CODE ENFORCEMENT LITIGATION RELATING TO ABATEMENT OF PUBLIC NUISANCES AT 1450 BADER MINE ROAD, PARADISE.**

3. CONTROL OF LITIGATION. Town Attorney shall supervise and direct Attorney. Attorney shall be subordinate to Town Attorney and shall not take any action on behalf of Client without prior direction and approval from Town Attorney. Town Attorney shall be the lead attorney of record in any litigation commenced in the name of Client, and Town Attorney shall supervise and control any litigation commenced in the name of Client. Attorney acknowledges and understands that Town Attorney shall be the only attorney with authority to settle or compromise claims and disputes on behalf of Client and make and direct all strategic litigation decisions on behalf of Client, even without the consent or over the objection of Attorney. In the event Attorney and Town Attorney are unable to agree, then Town Attorney’s decision shall control and be final. Attorney understands and agrees that the defendant to any lawsuit by the Client may contact Town Attorney without having to confer with Attorney. Attorney will provide those legal services reasonably required to discharge the instructions of Town Attorney, and will keep Town Attorney informed about the status of discharging the directions and instruction received from Town Attorney. If a court action is filed, Attorney will represent Client as co-counsel with Town Attorney as the controlling attorney through trial and post-trial motions. **Town Attorney shall have the authority to veto the decisions of Attorney and shall have authority to settle any litigation without Attorney’s consent.**

4. CLIENT’S GENERAL DUTIES. Client agrees to be truthful with Attorney, to cooperate with Attorney, to keep Attorney informed about the information and developments concerning the matters for which Attorney has been hired, and to abide by this Agreement.

5. LEGAL FEES AND BILLINGS. The amount of Attorney’s compensation shall be determined by the Court pursuant to an application for attorney fees as provided by law, and shall be payable to Attorney only when collected from the defendant.

Attorney acknowledges that Client shall not compensate Attorney unless the Court makes an award of attorney fees and the award is actually collected (in whole or in part). Attorney acknowledges that Client shall have no obligation to compensate Attorney beyond any compensation awarded by the Court that is actually collected. Client shall take reasonable and necessary steps to collect and enforce an attorney fees award by the Court, including, but not limited to, placing liens on property authorized by law and monetizing liens through foreclosure or other legal means provided by law. Attorney retains the right to seek compensation other than from Client to the extent provided by law

Attorney shall bill for all time spent on Client's matter at the following rates:

Partners-----	\$300.00/hour
Paralegals-----	\$110.00/hour

The foregoing rates are subject to change on 30 days' written notice to Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town. Time is charged in minimum units of one-tenth (.10) of an hour, except the following services shall be billed a minimum as follows:

Telephone calls:	.20
Letters:	.20
Emails:	.20

6. COSTS AND OTHER CHARGES.

There are various costs and expenses associated with performing legal services under this Agreement. Attorney understands that such costs and expenses do not include any attorney's fees under section 5. Client agrees to pay for all costs, disbursements and expenses. The costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, transcript fees, jury fees, notary fees, deposition costs, long distance telephone charges, database access and search charges, messenger and other delivery fees, filing fees, motion fees, postage, photocopying and other reproduction costs, travel costs (including parking, mileage, transportation, meals and hotel costs), investigation expenses, consultants' fees, expert witness fees and expenses, professional, mediator fees and expenses, arbitrator and/or special master fees and expenses, and other similar items. In no event shall the above cost and other charges exceed \$2,500.

7. BILLING STATEMENTS. Attorney will send Client periodic statements. Client may request a statement at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

8. LIEN. Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be for any sums owing to Attorney at the conclusion of services performed. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that Attorney may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Attorney has been discharged before the end of the case. Because a lien may affect Client's property rights, Client may seek the advice of an independent lawyer of Client's choice before agreeing to such a lien. By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and—whether or not Client has chosen to consult such an independent lawyer—Client agrees that Attorney will have a lien as specified above.

_____(Client Initial Here) _____(Attorney Initial Here)

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession unless subject to the lien provided above, whether or not Attorney has been paid for all services and expenses.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

11. INDEMNIFICATION. Attorney agrees to defend, indemnify, and save harmless Client and its officers, officials, employees, and volunteers from and against all claims, demands and causes of action by third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by Attorney hereunder and resulting from the negligent act or omissions of Attorney or his agents.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

15. TERMINATION. This agreement shall terminate on December 31, 2020 unless it is extended by mutual consent of the parties.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

TOWN OF PARADISE

PETERS, HABIB, MCKENNA,
JUHL-RHODES & CARDOZA ,
LLP

By: _____
Mayor Jody Jones

By: _____

ATTEST:

By: _____
Dina Volenski
Town Clerk

APPROVED AS TO FORM:

By: _____
Dwight L. Moore
Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: March 13, 2018

Agenda No. 2(f)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Paradise Gap Closure Complex and Almond Street Multi-Modal Improvements Project Construction Engineering Services Contract Award

COUNCIL ACTION REQUESTED:

1. Concur with staff's recommendation of Mark Thomas & Company to perform construction engineering services for the Paradise Gap Closure Complex and Almond Street Multi-Modal Improvements Project;
2. Award Contract 18-01.CE to Mark Thomas in the amount of \$407,040.

Background:

In 2010, the Town of Paradise approved the Downtown Master Plan which identifies key capital improvement projects and an overall vision for Paradise's commercial core, encompassed by Skyway, Pearson, Elliott Road and Almond Street.

In late 2015, the Town of Paradise received an Active Transportation Program grant for the Almond Street Multi-Modal Improvements to formally begin the implementation process for the Downtown Master Plan. This grant includes the design and construction of new sidewalks, bike lanes, drainage improvements along Almond Street between Pearson Road and Elliott. This project has since been leveraged by Measure C funds in fiscal year 2019/2020 to complete a road overlay. The design component of this project was awarded to Mark Thomas -- the most qualified, experienced consultant during a formal request for proposals process. The total project cost (including construction) is estimated to be \$3.8M.

In 2016, the Town of Paradise formally established an Underground Utility District with the same boundary as the Downtown Master Plan. This effort will require all overhead utilities to be converted to underground installations by July 2020. The total R20A costs to this project exceed \$5M.

In April 2017, the Town of Paradise received authorization to proceed on a new Congestion Mitigation Air Quality (CMAQ) grant in the amount of \$306,000. This grant will provide for the environmental review and design phase of the Paradise Gap Closure Complex. The project will close all sidewalk/infrastructure gaps between what has been completed to date, planned for Almond Street, and ultimately identified in the Downtown Master Plan. The design component of this project was also awarded to Mark Thomas -- again, the most qualified, experienced consultant during a second formal request for proposals process.

Following approval of Senate Bill 1 in 2017, the Town of Paradise received a grant to fund the Paradise Gap Closure Complex construction phase. The project cost (including design) exceed \$5M.

In summary, the Town of Paradise Public Works Department has secured funding to completely transform Downtown Paradise, including Almond Street, Black Olive Drive, Fir Street, Foster Road, Birch Street and portions of Foster Road and Elliott Road. With utilities undergrounded, new bike lanes, new bike paths, lighting and drainage improvements funded by grants -- the Town has dedicated local Measure C funds and new SB-1 gas tax funds to complete the

roadway portion. Mark Thomas, the selected consultant for both adjacent project's design, has led the Town of Paradise in ensuring these projects remain cohesive and meet all Town goals.

Analysis:

Design phases for both projects are nearing completion. Concurrent with seeking construction bids, the Town of Paradise is responsible for providing adequate staffing, materials testing and environmental compliance to the two State/Federal projects. With a combined construction cost expected to exceed \$7M, spanning 18+ months, the Town is in need of support services to ensure all construction contract requirements are completed.

Staff is proposing to use a non-competitive, negotiated professional services contract with Mark Thomas to provide Construction Engineering services that include a Resident Engineer, Assistant Resident Engineer, materials testing, and environmental monitoring. This will ensure compliance with State/Federal requirements and project plans and specifications. Given Mark Thomas' knowledge of the project and experience delivering similar projects through design and construction, the Town determined that it is the best interest of the Town to move forward with Mark Thomas for this contract. Leveraging Mark Thomas, the design engineering firm for both projects, represents a perfect opportunity to remain efficient in public funds while providing the highest level of expertise to navigate this coordinated, multi-year community investment. Town staff will remain the project signatory for all payments, change orders and general oversight. Staff does not see a need to re-procure the Construction Engineering services, as that would cause additional delays to the project schedule.

Pursuant to 23 Code of Federal Regulations 172.7(a)(3), the Town may request a Cost-Effectiveness/Public Interest Finding be made to utilize a non-competitive, negotiated consultant contract. A copy of the Caltrans-approved Public Interest Finding is included to this staff report as Attachment 1. Pursuant to Paradise Municipal Code 2.45.070 Bidding – Generally, staff is not required to use public bidding procedures for professional services that are unique and not appropriate for competitive bidding.

Staff has negotiated a project scope and budget, included as Attachment 2 in the proposed contract agreement. The project team will include two local consulting services from Gallaway Environmental for monitoring and Holdrege & Kull Geotechnical Engineers for materials testing.

If awarded, the Town of Paradise will be prepared to proceed towards construction in a timely manner and have all necessary construction engineering requirements satisfied.



Financial Impact:

The respective services for the Paradise Gap Closure Complex portion of work will be funded by the Federal Congestion Almond Street Multi-Modal Improvements portion of work will be funded by the Active Transportation Program grant at 97.5%. The total contract amount for the Construction Engineering phase of the project is \$407,040. There are sufficient funds available in the secured grants and budgeted minimal matching requirements for this work. Services will be paid on a not-to-exceed basis, using a task by task, actual time and materials process.

Attachments:

1. Approved Public Interest Finding dated January 31, 2018
2. Proposed Contract Agreement 1801.CE.

EXHIBIT 12-F COST-EFFECTIVENESS/PUBLIC INTEREST FINDING

U.S. DEPARTMENT OF TRANSPORTATION		FEDERAL HIGHWAY ADMINISTRATION		CALIFORNIA DEPARTMENT OF TRANSPORTATION	
COST-EFFECTIVENESS/PUBLIC INTEREST FINDING					
COST-EFFECTIVENESS DETERMINATION REQUIRED			PUBLIC INTEREST DETERMINATION REQUIRED		
<input type="checkbox"/> Use of force account (23 CFR 635.204, 205)* <input type="checkbox"/> Use of publicly owned equipment (23 CFR 635.106) <input type="checkbox"/> Other*: _____ * Requires Caltrans District approval ** Requires FHWA approval *** Must be emailed to Proprietary.PIF@dot.ca.gov . Certification below must accompany PIF if no suitable alternative exists or if proprietary item is essential for synchronization with existing highway facility.			<input checked="" type="checkbox"/> Use of non-competitive negotiated consultant contracts (23 CFR 172.7) (a) (3)* <input type="checkbox"/> Use of publicly furnished materials (23 CFR 635.407) <input type="checkbox"/> Use of proprietary products and processes (23 CFR 635.411)*** <input type="checkbox"/> Use of contracting method other than competitive bidding (23 CFR 635.104/204)* <input type="checkbox"/> Use of mandatory borrow/disposal sites (23 CFR 635.407) <input type="checkbox"/> Advertising period less than 3 weeks (23 CFR 635.112)* <input type="checkbox"/> Waiver of Buy America Requirements (23 CFR 635.410)* <input type="checkbox"/> Other*: _____		
FEDERAL-AID PROJECT		CLASS OF FEDERAL FUNDS: <input type="checkbox"/> IM <input type="checkbox"/> NH <input type="checkbox"/> STP <input checked="" type="checkbox"/> OTHER:			
		STEWARDSHIP: <input checked="" type="checkbox"/> DELEGATED <input type="checkbox"/> HIGH PROFILE			
ID	DIST-CO-RTE- PM	ESTIMATED COST		FEDERAL FUNDS	
CML 5425 (038)	03-BUTTE-NA-NA	\$244,212		\$244,212	
ATPL 5425 (031)	03-BUTTE-NA-NA	\$162,828		\$0	
PROJECT SPECIFIC <input type="checkbox"/> MULTIPLE PROJECTS <input checked="" type="checkbox"/> REGIONAL/DISTRICTWIDE <input type="checkbox"/> STATEWIDE <input type="checkbox"/>					
IF A PROPRIETARY ITEM AND NOT PROJECT SPECIFIC, WHAT IS THE EXPIRATION DATE: <u>NA</u>					
GENERAL LOCATION			GENERAL DESCRIPTION OF WORK:		
The project is located in the Town of Paradise within the commercial core. The local roads to be improved include Almond Street (between Pearson Road and Elliot Road), Fir Street, Birch Street, Foster Road, and Black Olive Drive.			The scope of services includes providing Construction Engineering (CE), including providing a Resident Engineer (RE) and Assistant Resident Engineer, materials testing, and potential environmental monitoring during construction of the proposed improvements.		
REASONS THAT REQUESTED APPROVAL IS CONSIDERED TO BE COST-EFFECTIVE OR IN THE PUBLIC'S BEST INTEREST (STATE):					
<p>In April 2016, an RFP was issued relating to the Almond St Multi Modal Improvements Project for Design services. In April 2017, an RFP was issued relating to the Paradise Gap Closure Complex and included both Design and Construction Engineering services. These projects are immediately adjacent to one another and complete an overall vision for a safe, equitable, multi-modal environment for motorists, pedestrians, and bicyclists alike. In both professional service solicitations, the independent Evaluation Committees selected consultant Mark Thomas as the highest ranked firm to provide these services. From the proposals received, Mark Thomas demonstrated the highest understanding of the project objectives, experience with similar types of work, and capability of developing innovative or advanced techniques. With both projects nearly ready for construction, the Town of Paradise is ready to ensure proper oversight of the construction activities is completed. The Town of Paradise proposes a non-competitive, negotiated consultant contract with Mark Thomas to provide Construction Engineering services that include a Resident Engineer, Assistant Resident Engineer, materials testing, and environmental monitoring to ensure compliance with State/Federal requirements and project plans and specifications. Given Mark Thomas' knowledge of the project and experience delivering similar projects through design and construction, the Town determined that it is the best interest of the Town to move forward with Mark Thomas providing Construction Engineering services for this contract. Leveraging Mark Thomas, the design engineering firm for both projects, represents a perfect opportunity to remain efficient in public funds while providing the highest level of expertise to navigate this coordinated, multi-year community investment. Town staff will remain the project signatory for all payments, change orders and general oversight -- eliminating any possibility for conflicts of interest per the Local Assistance Procedures Manual. Furthermore, as the Construction Engineering services were mentioned in the RFP, there was equal opportunity for all firms to submit a proposal for this project. The Town does not see a need to re-procure the Construction Engineering services, as that would cause additional delays to the project schedule.</p>					
REMARKS (STATE):					
PREPARED/ APPROVED BY LOCAL AGENCY'S REPRESENTATIVE		REPRESENTATIVE NAME AND TITLE:		Date:	
		Marc Mattox, Public Works Director		01/31/2018	
*APPROVED BY DISTRICT LOCAL ASSISTANCE ENGINEER (DLAE)		DLAE NAME:		Date:	
		Martin Villanueva, District 3 DLAE		1/31/18	
**APPROVED BY FHWA (Buy America Waiver only)		FHWA REPRESENTATIVE NAME:		Date:	

Distribution: (1) Local Agency File - Original; (2) DLAE - Copy; (3) Caltrans Project Manager - Copy if on the SHS

AGREEMENT FOR PROFESSIONAL SERVICES

Contract 1801.CE Paradise Gap Closure Complex & Almond St Multi-Modal Improvements

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:

Mark Thomas

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be James Pangburn.

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

Town of Paradise

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

- A. The work to be performed under this contract is described in Article II entitled Statement of Work, further defined in Exhibit A, and the approved CONSULTANT's Cost Proposal dated January 30, 2018. The approved CONSULTANT's Cost Proposal is attached hereto as Exhibit B and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- B. 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.
- C. 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.
- D. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- E. 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.
- F. 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 January 30, 2018, attached as Exhibit A.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on February 14, 2018, 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 six months after completion of the scopes of work related to construction contracts CML 5425 (038) and ATPL 5425 (031) or December 31, 2020, whichever occurs sooner.
- 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. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Exhibit B). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. 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 or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

**Marc Mattox, Public Works Director
5555 Skyway, Paradise, CA 95969**

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this contract.
- P. Based on Exhibit B, the total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$407,040. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

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 Government shall be liable if this contract is terminated is based upon the percentage of actual work performed.

ARTICLE VII FUNDING REQUIREMENTS

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

ARTICLE VIII CHANGE IN TERMS

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

ARTICLE IX DELETED

ARTICLE X COST PRINCIPLES

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

ARTICLE XI CONTINGENT FEE

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

ARTICLE XII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs 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.

D. The CONSULTANT shall not be responsible for the safety practices of others on the project site.

ARTICLE XX INSURANCE

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Acceptability of Insurers

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

Verification of Coverage

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

ARTICLE XXI OWNERSHIP OF DATA

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

ARTICLE XXII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

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

ARTICLE XXIII CONFIDENTIALITY OF DATA

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

ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXV EVALUATION OF CONSULTANT

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

ARTICLE XXVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/s

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 indemnify, including the cost to defend, the Town and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, provided, however, this indemnity shall not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the Town or others.

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:

James Pangburn, Project Manager
Mark Thomas & Company
7300 Folsom Boulevard, Suite 203
Sacramento, CA 95826

LOCAL AGENCY:

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

ARTICLE XXXIII CONTRACT

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

ARTICLE XXXIII SIGNATURES

TOWN OF PARADISE

By _____
Lauren Gill,
Town Manager

MARK THOMAS

By _____
Matt Brogan
Principal In Charge

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

Mark Thomas has prepared the scope for Construction Management services for two projects, CML 5425 (038) and ATPL 5425 (031) which have been consolidated to a single construction contract

Task 1.0 Construction Support

Mark Thomas (MT) will provide construction support services during construction of the project that includes responding to questions about the Plans and special provisions from the Resident Engineer or the contractor. MT will also have staff available for field reviews to identify recommendations for corrections and perform a final punch list inspection. MT will provide final Record Drawings to the Town based on red-lined “as-builts” provided by the contractor. MT will not provide construction staking.

Task 2.0 Construction Management

Mark Thomas will provide an Assistant Resident Engineer and will be responsible for Construction Management services that will include the following:

- Conduct Pre-Construction Meeting
- Review/prepare required contract change orders
- Review potential claims submitted by the Contractor
- Review materials test reports, and recommend any corrective action
- Review and approve concrete mix design
- Review and approve temporary shoring plans/demo plans
- Review, approve, and monitor project schedule
- Submittal and RFI Review
- Coordinate with Utilities and utility relocations.
- Review and approval of progress payments to Contractor
- Review and approval of project close-out documentation (as-built plans, final payment, etc.)





The Assistant Resident Engineer will oversee the following activities performed by the Inspector on a periodic basis:

General Contract Administration

- Set-up and maintain project documents in an online electronic format in accordance with Caltrans LAPM
- Attend weekly progress meetings with Contractor
- Monitor project schedule
- Prepare item quantities and progress payments to Contractor
- Coordinate materials testing required by contract and project QMP.
- Sampling and Testing
- Check as-built plans prepared by Contractor
- Preparation of project close-out documentation (final payment, etc.)

Perform Construction Inspection

- Inspect removal of concrete driveway/sidewalk and cold planning of asphalt, inspect construction of concrete driveway/sidewalk and new pavement
- Inspect tree removal, and protection of existing trees
- Inspect planting of new trees/shrubs and landscaping material
- Inspect retaining wall construction
- Inspect adjustments to manhole grades
- Inspect installation of slope stabilization material
- Inspect relocation of existing utilities
- Inspect new drainage
- Inspect installation of erosion control materials
- Inspect installation and removal of traffic control and detour signs
- Inspect installation, maintenance and removal of temporary fence
- Inspect structure excavation and backfill
- Inspect installation of retaining wall bar reinforcing steel (footings)
- Inspect construction of lighting
- Inspect installation of irrigation





Testing

- Quality assurance testing will be performed as needed, based on the Caltrans QMP for local agencies

Assumptions

This scope of work and fee proposal includes the following assumptions:


- Construction duration will be 150 working days
- Inspection will be provided on a standard 5 day/40 hours per week basis (Monday-Friday). Any request by the contractor to work beyond standard work times will be additional costs, to be paid by the Contractor
- The Contractor will be responsible for providing Environmental Compliance Monitoring during construction and Construction Staking
- The Town will provide a work space at the Public Works office for the Inspector to maintain the project files
- The scope of work Includes up to 20 days for coordination beyond the construction duration above, for project set-up and close-out activities
- The Contractor will be responsible for any re-testing needed on failed tests.
- The Contractor will be responsible for all Quality Control testing



EXHIBIT "B"
Compensation


Attachment 2

COST PROPOSAL FOR PROJECT SCOPE: CML 5425 (038)

		Mark Thomas							Subconsultants		TOTAL COST	
		Sr. Engineering Manager \$288	Project Manager \$172	Project Engineer \$125	Design Engineer I \$90	Inspector \$162	Project Coordinator \$86	Total Hours	Total MT Cost	(Materials Testing)		(Environmental Monitoring)
1.0	DESIGN SUPPORT DURING CONSTRUCTION											
1.1	Design Support During Construction		16	24	40		80	\$9,352	-	-	\$9,352	
Subtotal Phase 1		0	16	24	40	0	0	\$9,352	\$0	\$0	\$9,352	
2.0	CONSTRUCTION ENGINEERING & INSPECTION											
2.1	Construction Engineering & Inspection	15				1187	61	1263	\$201,860	24,000	9,000	\$234,860
Subtotal Phase 2		15	0	0	0	1187	61	1263	\$201,860	\$24,000	\$9,000	\$234,860
TOTAL HOURS		15	16	24	40	1187	61	1343				
OTHER DIRECT COSTS									\$0	\$0	\$0	
TOTAL COST		\$4,320	\$2,752	\$3,000	\$3,600	\$192,294	\$5,246		\$211,212	\$24,000	\$9,000	\$244,212

Attachment 2

COST PROPOSAL FOR PROJECT SCOPE: ATPL 5425 (031)

<div> MARK THOMAS</div>		Mark Thomas							Subconsultants		TOTAL COST	
		Sr. Engineering Manager \$288	Project Manager \$172	Project Engineer \$125	Design Engineer I \$90	Inspector \$162	Project Coordinator \$86	Total Hours	Total MT Cost	(Materials Testing)		(Environmental Monitoring)
1.0	DESIGN SUPPORT DURING CONSTRUCTION											
1.1	Design Support During Construction		14	16	20		50	\$6,208	-	-	\$6,208	
	Subtotal Phase 1	0	14	16	20	0	0	\$6,208	\$0	\$0	\$6,208	
2.0	CONSTRUCTION ENGINEERING & INSPECTION											
2.1	Construction Engineering & Inspection	15				773	59	\$134,620	16,000	6,000	\$156,620	
	Subtotal Phase 2	15	0	0	0	773	59	\$134,620	\$16,000	\$6,000	\$156,620	
	TOTAL HOURS	15	14	16	20	773	59	897				
	OTHER DIRECT COSTS								\$0	\$0	\$0	
	TOTAL COST	\$4,320	\$2,408	\$2,000	\$1,800	\$125,226	\$5,074		\$140,828	\$16,000	\$6,000	\$162,828



**Town of Paradise
Council Agenda Summary
Date: March 13, 2018**

Agenda Item: 2(g)

Originated by: Gina S. Will, Administrative Services Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: Quarterly Investment Report

Council Action Requested:

Review and file the 2nd Quarter Investment Report for the Fiscal Year Ended June 30, 2018.

Alternatives:

Give alternative direction for investment or reporting.

Background:

Attached is a report on the Town's cash and investments for the quarter ended December 31, 2017.

A US Bank checking account is currently being used for payroll, accounts payable and other operating purposes. Most accounts payable disbursements are drawn through checks, and most payroll disbursements are processed through direct deposit. Deposits are fully collateralized and after reserve requirements, provide an earnings credit rate of 0.22% up to the amount of monthly fees.

The Town uses the State of California managed Local Agency Investment Fund (LAIF) for investment of cash in excess of immediately needed operating capital. With same day liquidity and comparable yields, LAIF is currently the best investment option for the Town. Funds can be transferred electronically through computer authorization between LAIF and the Town checking account. The Town will continue to research other investment options that match LAIF's liquidity and security in order to improve investment yield.

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

The Town establishes escrow funds at the start of each new lease. The escrow fund is drawn down to zero through the process of purchasing equipment against the lease. Interest is accrued on any unspent escrow balance. The "other" investment type represents these available escrow funds as well as petty cash balances. As of December 31, 2017, there were no available escrow funds.

Discussion

The \$1.08 million in increased investment balance as of December 31, 2017 as compared to December 31, 2016 is primarily a result of more active capital improvement projects in the first half of the fiscal year. The Town received reimbursements of \$2.6 million on CIP projects as of December 31, 2017 as compared to \$0.4 million as of December 31, 2016. The Town is replacing depleted General Fund reserves with the goal of reducing and eliminating the need to borrow cash for operations. In 2016/17 the Town needed a \$2.25 million TRAN which was funded October 2016 and repaid in May 2017. This 2017/18 fiscal year the Town issued a TRAN of \$2.1 million in October 2017.

The GASB 45 trust investment managed by SISC experienced a 3.75% return on investment during the 2nd quarter of 2017/18. The economy has improved; however, interest rates remain low. Long term, SISC has been successful with its allocation model of approximately 60% equity and 40% fixed income.

The Town Treasurer has directed the Trustee, Wells Fargo Bank, to invest the reserve funds of the Paradise RDA Bond 2009 and the Pension Obligation Bond in accordance with the Town's investment policy. The reserve funds had been yielding less than 0.01% in mutual funds. The reserve funds are now invested in CD's that will yield between 1.05% and 1.40% over a one-year period. While these investments and balances are not part of the Town's idle or operating cash, the yield will ultimately lessen the amount the Town will be required to contribute in future debt service payments.

Fiscal Impact Analysis:

Isolating the gain from the GASB 45 trust, the Town earned \$9,670.34 for the quarter ended December 31, 2017. That is compared to \$4,541.39 for the quarter ended December 31, 2016. Again, isolating the GASB 45 return, over 44 basis points more in average yield was realized compared to a year ago, and about \$629,000 more average balances were invested.

TOWN OF PARADISE
 QUARTERLY SUMMARY OF INVESTMENTS
 For Quarter Ended December 31, 2017

Investment	Type	For Quarter Ended Dec. 31, 2017			For Quarter Ended Dec. 31, 2016			Net Change
		Yield	Book Value	Market Value*	Yield	Book Value	Market Value*	
US Bank	Checking	0.22%	692,888.43	692,888.43	0.22%	350,932.45	350,932.45	341,955.98
Local Agency Investment Fund (LAIF)	Savings	1.19%	2,825,959.37	2,820,571.76	0.68%	2,124,652.95	2,123,428.77	701,306.42
SISC GASB 45 Trust B	Various	3.75%	135,848.27	135,848.27	0.09%	94,071.61	94,071.61	41,776.66
Fiscal Agents & Petty Cash	Other		1,350.00	1,350.00		1,850.00	1,850.00	(500.00)
	Totals		3,656,046.07	3,650,658.46		2,571,507.01	2,570,282.83	1,084,539.06
Total Quarterly Earnings on accrual basis			14,576.13		4,621.40			
Year-to-Date Earnings (July 1st - December 31st)			22,453.63		9,833.44			

* Market Value determined by LAIF

Reserve Funds Invested

2009 RDA Bond	\$	340,000.00
Pension Obligation Bond		985,000.00
	\$	1,325,000.00

Issuer	FDIC Number	Yield	Settlement Date	Maturity Date	Type	Investment	Earnings
Beal Bank	32574	1.050%	01/04/17	01/03/18	CD	248,000.00	2,596.87
Discover Bank	5649	1.050%	01/05/17	01/05/18	CD	92,000.00	966.00
Comenity Cap Bank	57570	1.400%	08/09/17	05/09/18	CD	247,000.00	2,586.39
TCF National Bank	28330	1.350%	08/09/17	05/09/18	CD	246,000.00	2,483.93
Bank Baroda	33681	1.400%	08/11/17	05/11/18	CD	246,000.00	2,575.92
Compass Bank	19048	1.400%	08/11/17	05/11/18	CD	246,000.00	2,575.92
						1,325,000.00	13,785.03

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

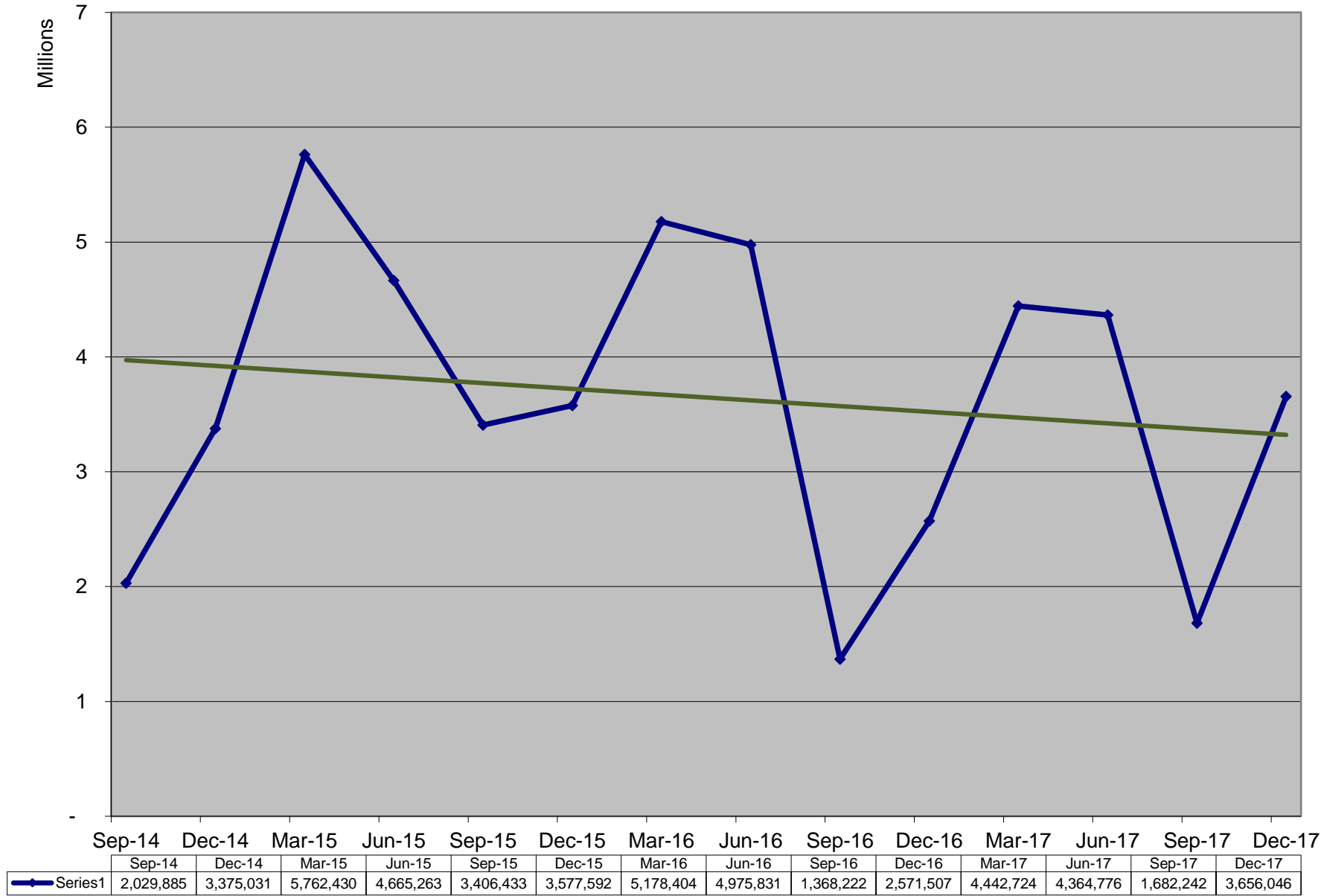
Investments in the report meet the requirements of the Town of Paradise's adopted investment policy.

Respectfully submitted,

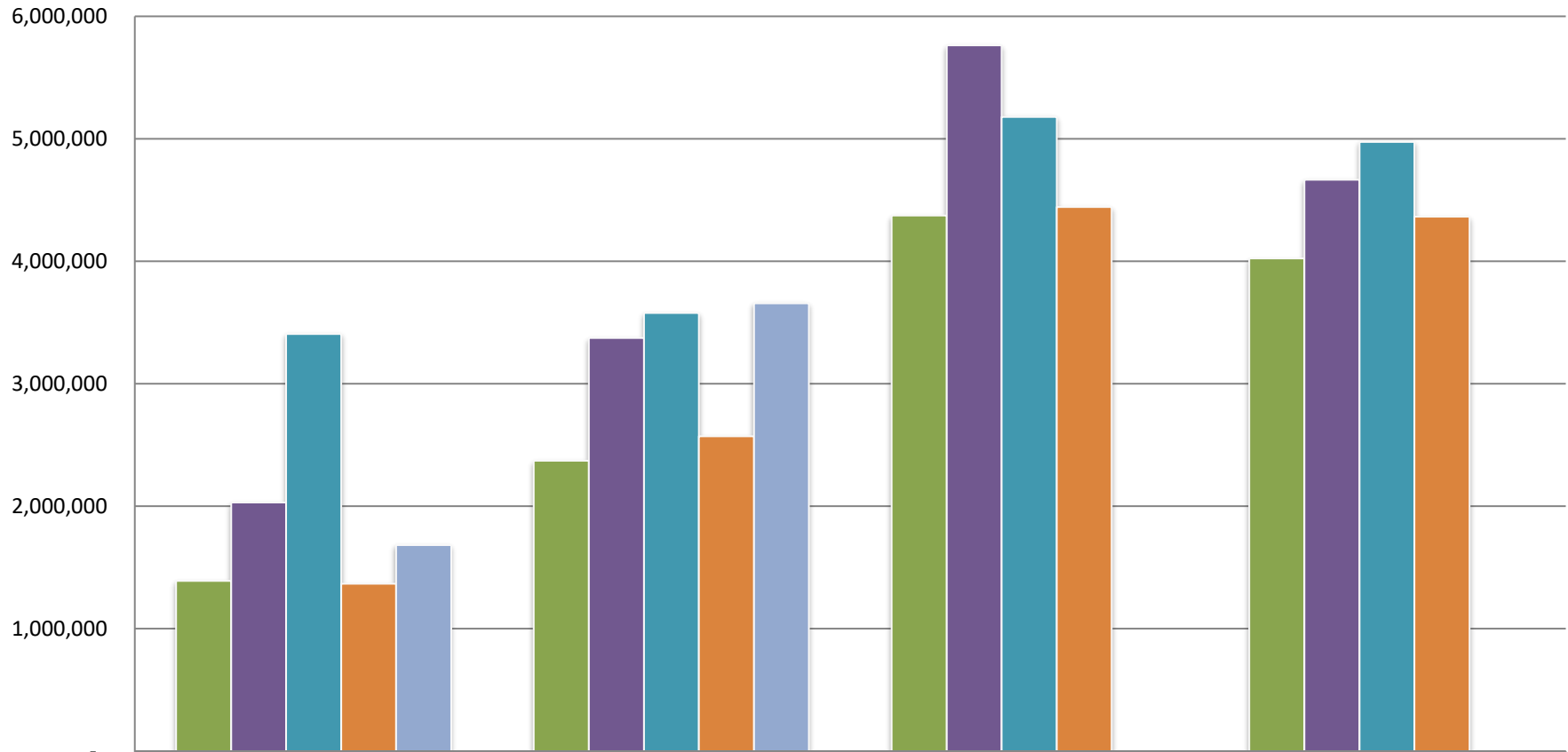
/s/

Gina S. Will
 Finance Director/Town Treasurer

Town of Paradise
Investment Balances with Trendline
September 2014 - December 2017



Town of Paradise Investment Balances 2013/14 - 2017/18



	Sept. 30th	Dec. 31st	March 31st	June 30th
2013/14	1,389,733	2,370,880	4,372,599	4,022,638
2014/15	2,029,885	3,375,031	5,764,007	4,665,263
2015/16	3,406,433	3,577,592	5,178,404	4,973,367
2016/17	1,368,222	2,571,507	4,442,724	4,364,776
2017/18	1,682,242	3,656,046		



**Town of Paradise
Council Agenda Summary
Date: March 13, 2018**

Agenda Item: 2(h)

Originated by: Gina S. Will, Administrative Services Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: Accounts Receivable Write Off

Council Action Requested:

Approve writing off of uncollectible miscellaneous invoices and citations, or

Alternatives:

Direct staff to continue collection efforts.

Background:

Periodically the Town will bill citizens or businesses for special services; to recover costs associated with repairing public property; or to collect bank returned checks. In addition, for the safety of the community, code enforcement staff will issue administrative citations to individuals that aren't willing to comply with requests to correct code enforcement violations. If the invoice is not paid within 30 days, Town staff begins a vigorous collection process that generally takes about six months. During this time staff is sending frequent correspondence, utilizing web-based location services, and offering payment plan options.

After exhausting all collection attempts, the Town turns accounts receivables that cannot be leveraged through real property liens over to a collection agency for continued collection efforts. Occasionally the collection agency is able to secure a payment and then shares the collection with the Town. More often than not, the collection agency is also not successful as the payee is deemed to be insolvent, incarcerated, or simply impervious to collections.

On an annual basis the miscellaneous accounts receivable sub-ledger is reviewed for bad debt. Staff identifies which accounts have gone through both Town collection and collection agency collection processes and have not shown any activity for over a year. It is important to complete this progress on annual basis so as not to overstate receivables with uncollectible amounts and to create too large of a "bad debt" expense on any one fiscal year.

Discussion:

It is important to note that administrative citations are recorded on a cash basis meaning that they are not recorded as revenue until actually paid. Therefore, the write off of these citations has no negative impact on the financials of the Town as they haven't

Accounts Receivable Write Off
March 13, 2018

been recorded to the income statement or balance sheet. Further, the Town is not prevented from recording payments on any of these write offs should a payment be collected later.

Collections on citations that cannot be leveraged through real property liens (like most Animal Control citations) are very difficult to collect. Those unwilling or unable to comply with basic regulations are also typically unwilling or unable to pay.

The following are the invoices and citations that are unlikely to be paid and are recommended by staff to be written off in the 2016/17 fiscal year.

Invoice Number.	Due Date	Invoice Amount	Finance Charges/Late Penalty	Payments	Balance
1010 – Administrative Citations (fire prevention, solid waste and nuisance abatement)					
*revenue not recorded					
2015-0031	10/04/14	100.00	100.00	0	200.00
2015-0033	09/27/14	100.00	100.00	0	200.00
2015-0135	06/06/15	500.00	500.00	0	1,000.00
2016-0003	08/12/15	100.00	100.00	0	200.00
2016-0004	08/12/15	200.00	200.00	0	400.00
2016-0014	09/10/15	100.00	100.00	0	200.00
2016-0017	09/23/15	100.00	100.00	0	200.00
2016-0018	09/23/15	100.00	100.00	0	200.00
2016-0020	09/30/15	500.00	500.00	0	1,000.00
2016-0021	11/27/15	100.00	100.00	0	200.00
2016-0022	10/11/15	200.00	200.00	0	400.00
2016-0024	11/07/15	200.00	200.00	0	400.00
2016-0025	11/19/15	100.00	100.00	0	100.00
2016-0027	11/12/15	500.00	500.00	0	1,000.00
2016-0029	12/20/15	100.00	100.00	0	200.00
2016-0032	02/13/16	200.00	200.00	0	400.00
2016-0035	03/17/16	500.00	500.00	0	1,000.00
2016-0035	10/30/15	500.00	500.00	0	1,000.00
2016-0056	11/28/15	500.00	500.00	0	1,000.00
1010 – Fire Response & Miscellaneous Finance Invoice					
2014-0005	01/09/15	395.44	98.56	(214.00)	280.00
2016-0001	08/12/15	197.12	24.94	0	222.06
2016-0002	08/26/15	197.12	22.26	0	219.38
1010 Totals		789.68	145.76	(214.00)	721.44

Accounts Receivable Write Off
March 13, 2018

Invoice Number.	Due Date	Invoice Amount	Finance Charges/Late Penalty	Payments	Balance
2030 – Administrative Citations (Building and Onsite)					
*revenue not recorded					
2015-0023	11/15/14	100.00	100.00	0	200.00
2015-0038	01/11/15	100.00	100.00	0	200.00
2015-0105	06/12/15	100.00	100.00	0	200.00
2015-0106	06/13/15	100.00	100.00	0	200.00
2016-0068	10/21/15	100.00	100.00	0	200.00
2016-0091	11/11/15	100.00	100.00	0	200.00
2016-0106	11/11/15	100.00	100.00	0	200.00
2016-0115	12/13/15	200.00	200.00	0	400.00
2016-0124	12/17/15	200.00	200.00	0	400.00
2016-0133	03/31/16	200.00	200.00	0	400.00
2030 Totals		0	0	0	0
2070 – Administrative Citations (Animal Control)					
*revenue not recorded					
2015-0014	11/19/14	200.00	200.00	0	400.00
2015-0015	11/19/14	1,400.00	1,400.00	0	2,800.00
2015-0033	01/18/15	100.00	100.00	0	200.00
2015-0057	05/28/15	200.00	200.00	0	400.00
2015-0064	06/05/15	200.00	200.00	0	400.00
2015-0068	06/28/15	400.00	400.00	0	800.00
2015-0069	07/04/15	100.00	75.00	(25.00)	150.00
2015-0076	07/29/15	100.00	100.00	0	200.00
2016-0005	08/06/15	400.00	400.00	0	800.00
2016-0007	08/22/15	200.00	200.00	0	400.00
2016-0008	08/22/15	400.00	400.00	(200.00)	600.00
2016-0012	10/17/15	300.00	300.00	0	600.00
2016-0016	10/20/15	2,000.00	2,000.00	0	4,000.00
2016-0018	11/05/15	400.00	400.00	0	800.00
2016-0026	12/18/15	200.00	200.00	0	400.00
2016-0028	12/12/15	200.00	200.00	0	400.00
2016-0032	01/09/16	400.00	400.00	0	800.00
2016-0033	01/01/16	300.00	300.00	0	600.00
2016-0036	01/07/16	200.00	200.00	0	400.00
2016-0037	01/18/16	100.00	100.00	0	200.00
2016-0039	01/23/16	800.00	800.00	0	1,600.00
2016-0043	02/12/16	400.00	400.00	0	800.00

Accounts Receivable Write Off
March 13, 2018

Invoice Number.	Due Date	Invoice Amount	Finance Charges/Late Penalty	Payments	Balance
2070 – Animal Control Misc. Invoicing					
2015-0010	03/25/15	4,640.62	433.63	0	5,074.25
2015-0015	07/16/15	214.00	27.08	0	241.08
2016-0002	08/04/15	563.58	67.55	0	631.13
2070 Totals		5,418.20	528.26	0	5,946.46
2120 – Public Works Cost Recovery Billing					
2015-0003	04/15/15	1,805.25	198.31	0	2,003.56
2015-0005	04/17/15	417.39	45.85	0	463.24
2015-0007	04/17/15	370.39	40.70	0	411.09
2015-0010	05/22/15	179.08	25.69	0	204.77
2015-0011	05/22/15	68.50	9.82	0	78.32
2015-0014	07/11/15	338.59	38.22	0	376.81
2016-0001	08/01/15	121.84	13.39	0	135.23
2120 Totals		3,301.04	371.98	0	3,673.02
7629 – Hydrant Maintenance Fund					
2015-0006	07/04/15	380.28	7.51	0	387.79
2015-0008	07/17/15	1,574.99	10.07	0	1,585.06
2016-0001	08/13/15	1,173.57	0	0	1,173.57
7629 Totals		3,128.84	17.58	0	3,146.42

Fiscal Analysis:

Past experience has shown that certain administrative citations are less likely to be collected and that it takes time for citations to be paid, so revenues are not recorded for these invoices until collected. Therefore, the recommended write offs will update the Town's books, but the impact to the Town's income statements are as follows:

General Fund	906.02
Animal Control	5,916.88
Gas Tax/Streets	3,636.74
Tech Equipment Replacement Fund	86.98
Hydrant Maintenance Fund	2,940.72
Total:	13,487.34



**Town of Paradise
Council Agenda Summary
Date: March 13, 2018**

Agenda Item: 6(a)

Originated by: Eric Reinbold, Acting Police Chief

Reviewed by: Lauren Gill, Town Manager

Subject: Consider a Resolution Supporting the Reducing Crime and Keeping California Safe Act of 2018

Council Action Requested:

1. Adopt Resolution No. 18-___, A Resolution of the Town Council of the Town of Paradise in support of the Reducing Crime and Keeping California Safe Act of 2018.

BACKGROUND:

Over the past several years a number of well-intentioned ballot measures and legislative actions have been implemented surrounding criminal justice reform and designed to focus on the overall intent of increasing opportunities for rehabilitation while lowering recidivism and incarceration rates. Those are worthy goals, but there has, however, been an unintended cumulative effect that has created impacts to our communities that we cannot ignore.

The California Police Chiefs Association represents more than 330 active police chiefs, who are directly responsible for the safety of roughly 26 million Californians. Over the last several legislative sessions and elections cycles, our Association and law enforcement partners have tried our best to integrate a series of major reforms into our criminal justice system. It is important to note that in addressing these consequences, we are not proposing to do away with all of the recent changes, and in no way are we advocating for a system of mass incarceration.

What is clear is that changes meant to help keep someone who steals a magazine out of jail, are now allowing individuals to steal up to \$950 repeatedly from stores and businesses. Additionally, reform intended to lower penalties on personal drug use and theft have diminished the amount of evidence law enforcement can collect to help solve cold case murders, rapes, and robberies. Further, modifications to our parole system designed to apply to non-violent offenders are set to potentially provide early release to serious domestic abusers, child sex traffickers, and subjects that have committed assaults on peace officers.

DISCUSSION:

This initiative will help crack down on repeat offenders and protect our most vulnerable victims from dangerous individuals who take advantage of our laws, our businesses, and our communities.

The Initiative is designed to do the following:

- Expands the list of violent crimes for which early release is not an option
 - Under current law, rape of an unconscious person, trafficking a child for sex, assault of a peace officer, felony domestic violence and other similar crimes are not classified as “violent felonies”—making criminals convicted of these crimes eligible for early release.
- Reinstates DNA collection for certain crimes that were reduced to misdemeanors as part of Proposition 47
 - Multiple studies have shown that DNA collected from theft and drug crimes has helped solve other violent crimes, including robbery, rape and murder. Since passage of Prop. 47, cold case hits have dropped over 2,000, with more than 450 of those hits connected to violent crimes.
- Requires the Board of Parole Hearing to consider an inmate’s entire criminal history when deciding parole, not just his / her most recent commitment offense; and requires a mandatory hearing to determine whether parole should be revoked for any parolee who violates the terms of his / her parole for the third time.
 - AB 109 bases parole solely on an offender’s commitment offense, resulting in the release of inmates with serious and violent criminal histories. Moreover, parolees who repeatedly violate the terms of their parole currently face few consequences, allowing them to remain on the street.

FINANCIAL IMPACT:

No direct fiscal impact to the Town.

**TOWN OF PARADISE
RESOLUTION NO. 18-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
SUPPORTING THE REDUCING CRIME AND
KEEPING CALIFORNIA SAFE ACT OF 2018**

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison; and

WHEREAS, since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI; and

WHEREAS, The FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U. S. cities with populations over 100,000, indicates that last year violent crime increased again in most of California's largest cities.

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders."; and

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, the Reducing Crime and Keeping California Safe Act of 2018 reforms the law so that felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in this act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

WHEREAS, as a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5

billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses from 2012 to present, with the largest jumps occurring since 2014; and

WHEREAS, shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

WHEREAS, individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs; and

WHEREAS, California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms; and

WHEREAS, collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals; and

WHEREAS, DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman; and

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses; and

WHEREAS, permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted, and

WHEREAS, this measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

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

SECTION I: The Town Council does hereby supports the Reducing Crime and Keeping California Safe Act of 2018.

PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 13th day of March, 2018, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Jody Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

DINA VOLENSKI, CMC, Town Clerk

DWIGHT L. MOORE, Town Attorney



**Town of Paradise
Council Agenda Summary
March 13, 2018**

Agenda Item: 6(b)

Originated by: Colette Curtis, Administrative Analyst II

Reviewed By: Lauren Gill, Town Manager

Subject: Second reading of Town Ordinance No. 568 Relating to Business License.

Council Action Requested:

1. Consider waiving the second reading of the entire Town Ordinance No. 568 and approve reading by title only: and,
2. Consider adopting Town of Paradise Ordinance No. 568 an Ordinance adding Chapter 5.22 to the Paradise Municipal Code Relating to Business License.
3. Direct Town staff to commence the process to amend the Master Fee Schedule relating to the Business License Fee.

Comprehensive Historical Background:

The Town of Paradise currently requires special licenses for a small number of businesses in Town (e.g. bingo parlors, taxi services, pawn shops, etc.) The reason for these special licenses is to fulfill State law requiring that certain businesses register with local police departments. In addition to these special licenses, the Council is asked to consider if it is beneficial to have a more comprehensive business registration program/database that would include all businesses in Town.

It is very common for municipalities to require a business license or registration to gather knowledge about what types of commerce is being conducted within its jurisdiction. The most compelling reasons for a business registry are: (1) public safety, (2) the creation of a current, reliable business inventory for economic footprint/economic outlook functions, and (3) to ensure that businesses get started on the right foot by complying with local regulations BEFORE beginning any business venture that could end up being a costly mistake.

The Town of Paradise has attempted to establish a practical business license or registration program for many years. Fear of rising costs and the reluctance of government intervention have been the two main barriers in moving forward with a business license registration program in the past. However, because the need for public safety and economic information-gathering continues to be raised, on February 14, 2017, Council directed staff to form a committee to find a practical working solution that is low-cost, easy to administer, and also provides a benefit for businesses. Although the current proposal represents a scaled back version of anything that has

been proposed in the past, it is a sound and well-tested rendition as evidenced by at least two cities in California: Rancho Cordova and Palo Alto. Below is a list of the meetings, discussions, public workshops and outreach that went into the current draft of the proposed business license ordinance.

On April 5, 2017, the Town Manager formed a working committee consisting of Council members Bolin and Lotter, four local business owners, the President of the Paradise Ridge Chamber Board of Directors, and Town staff. In order to provide a balanced, comprehensive approach to a workable solution, the original members of the committee included members that have been publicly or historically both for and against establishing a business license in Town.

The first meeting included a free-flowing discussion on whether the Town of Paradise or its business community/residents actually needed or wanted a business registration program. It was unanimous among the members at the table that a business registration was needed and should be pursued—the details of what would be required of businesses, what it would cost, and how to eliminate the fear of the big government money grab were prominent discussion points that were considered. Very early on in committee discussions there was strong agreement to identify the program as a “business license” instead of a “business registration.” The committee felt that a license sounded more official than a registration program and committee did not want to soft-pedal any part of the program, but provide a true straight-forward program to help alleviate government distrust. One of the committee members proposed that the cost of the program include hiring a full-time staff member to benefit businesses and provide economic development direction and guidance to the Town. The staff person could also do research and provide counseling for businesses on their individual requirements as well as look for grants that could possibly help individual businesses. The majority of the committee did not agree with the “go-big-or-go-home” approach to the business license program and did not agree with hiring additional town staff, but felt that a small, low-cost, easy to use and straight-forward program would be more acceptable to the business community at this time.

The Committee met several times between April and August 2017. On August 14th, 2017, members of the Committee met with members of the Paradise Chamber of Commerce Board to get their feedback and answer questions. The Chamber Board asked many questions—especially about the benefits to businesses and felt that the proposed low-cost, straight forward approach was the best approach and also felt that the benefit to businesses was the business directory and the business-to-business aspect of the program. The Chamber of Commerce has long been a proponent of shopping local first—both retail and business-to-business. The advantage to the business community was not lost on the Chamber Board.

On September 12, 2017 Council received an update on the Business License Committee’s efforts and directed staff to hold two public workshops to gain further public input. Two workshops were held on November 15, 2017, with around 50 people attending in total. During the workshops, information on a proposed business license was presented and the public asked questions and gave input on the proposal. The majority of attendees felt the business license was a good idea, or were not opposed to it, citing the low fee and the benefit of having a list of businesses with direct link to their

individual business websites as an added benefit to businesses.

On January 9, 2018 Town Staff presented a Business License Program for consideration. After the Staff presentation, 17 individuals (some were business owners and some were not) addressed the Council with their approval, disapproval or concerns/questions. Most of the speakers at the meeting were against the proposal as presented, while several were for the proposal including the Paradise Ridge Chamber of Commerce. After hearing the staff recommendation, public comments and Council discussion, Council referred the item back to staff to draft changes to the proposed program and ordinance. Specifically, Council directed staff to look into a lower fee for renewals, and address which, if any, home-based businesses would be required to obtain a license.

On February 13, 2018 Town Council considered the proposed business license after hearing a presentation from staff and comments from the public. Nine individuals spoke at the meeting for and against the proposal. Many acknowledged that the updated proposal addressed most of their previous concerns. During the discussion period, Town Council asked for further clarification regarding landlords with residential rental properties. At Council's request, the Town Attorney drafted clarifying language to add to the ordinance stating that residential rental properties with no more than one unit will be exempt from obtaining a license, while residential rental properties with two or more units would be required to obtain a license but would be exempt from the fee (like other home based businesses). The updated ordinance passed with four ayes and one no.

Program Recommendations:

After hearing from the public and receiving additional input, the proposed business license program has been updated to include the following features:

1. All businesses conducting business in the Town of Paradise would be required to obtain a license.
2. The license would cost \$40 for the first year, and **\$25 for annual renewals.**
3. ***If a business obtains a license prior to Jan. 1, 2019, the \$40 fee would be waived.***
4. All businesses required to obtain a license must do so by Jan. 1, 2019.
5. ***Home Based Businesses, including independent sales representatives would be required to obtain a license, but would be exempt from the fee.***
6. Businesses that are required to get a special license from the Town of Paradise (e.g. taxi cabs, tattoo parlors, etc) would be required to get a business license, but would be exempt from the fee.
7. Businesses outside the Town of Paradise that do business in Town would be required to get a license, unless they only make deliveries to Town addresses in which case they would be exempt.
8. Businesses that house more than one independent agent (realtors, hair salons, etc, but not a general landlord) would only be required to obtain one license which would cover all the independent agents doing business at their location.
9. Financial Institutions and religious organizations would be required to obtain a license, but would be exempt from paying the fee.

10. Residential Rental properties with two or more units would be required to obtain a license but would be exempt from paying the fee.
- 11. The following would be exempt from obtaining a license:**
- ***Libraries***
 - ***Agriculture***
 - ***Service Clubs***
 - ***Non Profit Organizations with no paid employees or physical place of business***
 - ***Vendors at community events***
 - ***Residential rental properties with no more than one unit***
12. Businesses that do not obtain a license, after receiving a license requirement reminder, followed by a courtesy letter, would be subject to the administrative penalty process.
- A \$100 fine
 - A \$200 fine if the business does not obtain a license after the first violation
 - A \$500 fine if the business does not obtain a license after the 2nd violation.
13. CASp Fee – The State of California requires any city that requires business licenses to charge a Certified Access Specialist Program fee (CASp) of \$4 per applicant (until 2021 when the fee is reduced to \$1). This funding is shared between the local jurisdiction and the State to provide training for inspectors for buildings and sites for compliance with applicable state and federal construction-related accessibility standards. This State mandated fee will be charged in addition to Town required fees and will be listed in the Master Fee Schedule. In compliance with state law (AB 1379), the Town currently charges this fee for building permits, but beginning Jan. 1, 2019 this fee will be added to business license applications and will be removed from all building permits.

Discussion:

Why is a Business License Program being considered now?

Public Safety is the most compelling reason for a jurisdiction to have a business license program. Knowing who and what type of businesses are operating in our community and in our neighborhoods is vitally important to the safety of our residents and first responders. Paradise Police Chief Tazzari-Dineen and Paradise Fire Chief Hawks both expressed the need for more information on the businesses operating in town. Some information has been collected on businesses by both Police and Fire; however, this information is sporadic and out of date. There is limited information available on businesses that have registered alarms and there are only about 220 business alarms registered in town. The alarm information does not cover the type of information that is most helpful to Police and Fire when responding to an incident. Volunteers in Police Service (VIPS) have in the past gone door-to-door to get important information from businesses but the information is not updated regularly.

The Fire Department currently has 32 pre-plans for businesses in Paradise. A pre-plan is a Fire Department form that contains business contact and building information

should they need to respond to the building for fire or other emergency. Types of information in a pre-plan include contact information for the business owner and property owner, whether hazardous or combustible material is stored on premise, whether there are a sprinkler system, knox box, and the location of electrical and utility shutoffs. This information is vital for the fire department, which has limited time and staff to create these pre-plans. Information could be provided to them from the Business License program, making it easier and more timely for the Fire Department to capture this information in their pre-plan process.

In addition to public safety, having a business license provides important information to new businesses with regards to zoning and other requirements. It can be devastating for a new business to discover that their business is not zoned correctly, or that they do not have sufficient septic capacity at their new location. Requiring a business license BEFORE opening a business will close the “misinformation” gap and assist new business owners through the process of opening a business the right way, in the best location to ensure that their business has every opportunity to succeed. For existing businesses, the business license program can also provide knowledge of requirements that the owner may have been previously unaware of, potentially saving costly issues down the road.

A business license program also provides information needed for economic development and planning. A list of businesses is helpful for business activity (peer-to-peer services and sales), but is also a benefit for the public to find local shops and services. Paradise is a beautiful, small, bedroom community and this business license is not intended to make our community more like a larger city. The business license will help make what we have sustainable, by providing information on our current business environment. Knowing where we are is necessary before we can appropriately plan for the future, what infrastructure and zoning to focus on with Town policy, and what businesses to focus on for economic development purposes.

Are there other agencies/entities that collect similar information that would work for our purposes?

Our Town government structure is already fairly small and efficient and we would never shirk our responsibility to serve our citizens; however, we do like to explore possible partnerships where feasible. Following are some of the suggested alternatives that have been mentioned but are not considered to be viable options:

- Chamber of Commerce: No. The Chamber’s business list only includes businesses that choose to be members and pay the membership fee to join. The Chamber currently has 315 members. In the past, the Town has explored ways to partner with the Chamber to provide a business registration program. However, for many reasons this has never come to fruition. First of all, the Chamber is a membership organization—the Town of Paradise is a governmental entity established under State statute. The way we provide 24/7 emergency service and enforce laws are mandated under certain constitutional and police powers. The Town and Chamber are two separate organizations with very different goals and responsibilities. The Chamber of Commerce provides a great service to our business community. The Town, on the other hand, is in

charge of public safety, establishing and enforcing lawful land use activities, streets, roads and infrastructure, and providing general city government services.

- NRWS Business Accounts: No. NRWS currently has 708 accounts that are designated as “business.” There may be businesses that have not designated their accounts as business accounts. Also, there are businesses who share one account, such as shopping centers. NRWS is a private company that the Town contracts with for garbage/recycle services. We do not, nor cannot require them to collect private information for our police department or fire department. As a local municipality it is our job to know who is doing what in our Town. It isn’t feasible or fair to require the garbage company to do our job for us—besides they are not adequately trained nor do they have adequate clearances to handle private and confidential information.
- PG&E. No. PG&E currently has 1,062 commercial accounts with PG&E; however, they estimate the actual number of businesses to be closer to 800 since some businesses may have multiple accounts or are listed as commercial accounts but are actually non-habitable structures (e.g. signs.) PG&E has no way of knowing exactly how many businesses are in Town and would not be required to collect and disseminate the information that the Town requires.
- Fictitious Business Name (filed with Butte County): A fictitious name filing or a DBA (Doing Business As) is a requirement for banking, legal matters, etc. In checking with Candace Grubbs, the Butte County Recorder, the information in their database is collected through a proprietary source, and only requires name, address, and business holding. The fictitious name filing is required to be updated every 5 years. This data source is not sufficient for our needs, nor updated enough to provide emergency contact information, nor can we do a “bridge” to RIMS for public safety purposes. We do not see this as a viable option---It is not a program that is set up to work for local agency or public safety purposes.
- PID - The Paradise Irrigation District reports 540 “business” accounts. This is just another data point in which to make assumptions about the number of businesses, but would not be a source to collect information for Town purposes.
- New Business Checklist – In order to be business friendly, the Town established a *voluntary* New Business Checklist. The checklist attempts to help with new business ventures by providing information on zoning, septic, local ordinances, etc. We did this to prevent a new business owner from getting important information too late; therefore, preventing repairs/mistakes after an expensive business investment was already made. Because this program is voluntary, we only receive one or two per year—it would not be a successful option for our purposes.
- Septic Records – Every time a property is bought or sold a septic inspection is required via a Clearance to Record permit. This permit protects the buyer---and provides an opportunity to check for septic leaks/surfacing effluent—which are environmental hazards. However, this information is only performed in sale transactions—not leases, and only claims that the septic was inspected at that current point in time. Although every property in town has a septic tank, this is not a viable source for information. Our records show only the property owner as listed on the assessor’s tax roll and does not contain business owner information, contact information, etc. Even if we could use this source to gather business data on parcels, it would be costly and more time consuming--requiring many

additional staff hours. The information would have to be manually collected and then manually entered. Again, this would not be a realistic or feasible method for our stated purposes.

Is this a tax under Proposition 218—or just an excuse for the Town to make money?

Local governments are prohibited from raising existing taxes or imposing new taxes without a vote of the residents. Also, there are very strict limitations on local government's ability to charge for a service or for a regulatory activity. Proposition 218 adopted in 1996 and Proposition 26 adopted in 2010, govern and strictly limit how and when local governments can impose fees/fines. According to the LEAGUE OF CALIFORNIA CITIES; PROPOSITION 26 AND 218 IMPLEMENTATION GUIDE, 2017:

Under Proposition 26, all levies, charges, and exactions “imposed” by state or local governments are taxes, *unless they fit into one of the following seven stated exceptions for local government*:

1. “A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.
2. A charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
3. A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.
4. A charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.
5. A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law.
6. A charge imposed as a condition of property development.
7. Assessments and property-related fees imposed in accordance with the provisions of Article XIII D.”

Put simply, the Town of Paradise is proposing to implement a business license program to better serve the needs of the business community and as another tool for public safety.

The Town can impose an administrative/regulatory fee to recover the cost of issuing the license and has therefore provided an analysis of staff time involved. This is the same process we use for all of our fees to ensure cost recovery, which is not a tax under Prop. 26, which include staff time, software cost, etc.

In an effort to keep the cost for the program low, staff is proposing a minimalist program that uses existing resources. While it has been suggested that hiring a staff person to run the program would be beneficial; the additional cost to do so would make the business license more costly for businesses, which would be contrary to the goal of a low cost program. The Finance Director has calculated the cost using staff in several departments as well as existing software to make the application available online. Assuming 700 businesses, the amount was determined to be \$46.03 and includes staff review and code enforcement. The proposed program complies with Proposition 26 by not charging more for the service than it costs to provide, and in fact will charge a lower amount for renewals to keep the program feasible for businesses.

Through this program, the public safety information is valuable enough for the Town to use a small portion of general resources within existing staff time to obtain it. Moreover, for the police and fire departments it provides them the opportunity to gain awareness of a business and to gather further information in their pre-plan process to aid them in their response to potential emergencies. The Town is also committed to keeping the costs low by setting the fee within the ordinance rather than having the fee calculated annually through the fee schedule process.

The Town is not making money from this program. The revenues derived from the fee may not exceed the funds required to provide the related service or program. **By law, the Town may not charge more for the business license than it costs to provide the business license—but can charge less.**

Is a Business License Ordinance going to fill the empty buildings in the downtown?

The answer to this question is no. This program is not meant to be a cure for all of the problems facing businesses--nor is it meant to be. Many brick and mortar stores are suffering from the burgeoning online sales phenomenon. A business license will not help, hurt or detract people from shopping online. However, it will provide another avenue to take advantage of local outlets and providers. It will help new business start ups to get critical local zoning, septic, etc. information before investing in a business enterprise—doing it the right way first instead of circumventing the process is smart and fair for everyone.

We are all aware of the burdensome red tape that the State puts on businesses. The Town does not want to add to that in any way; however, that doesn't relieve local governments of its responsibility to provide public safety and economic information to its businesses and residents. The difference is our local sales tax stays local to pay for police, fire, roads and animal control. It is in the Town's best interest to be business friendly. Members of the Town Council live in, and own/operate businesses in Town. We are a community that was formed with local control as a priority. "Government

intervention” in this case is actually local control or local benefit. There will always be disagreement on what a local benefit is, but our goal is to be the best community we can be---public safety is our number one priority. Good roads and infrastructure are also very high on the list. A good quality of life that includes economic vitality is paramount and overlays all of the decisions that the Town makes. Finding a workable solution that fits everyone is not practical or possible—but the committee and staff strived to achieve a balanced, straight-forward, low-cost approach. The business license committee, staff, the Council and others spent many hours—not including the many attempts in the past to bridge the information gap. We believe that this approach is the right fit for our Town at this time.

Fiscal Impact Analysis:

Using all available sources, it is estimated that this program will cost the Town approximately \$32,221 to administer each year. That is estimating that the Town will license 700 businesses at a cost of \$46.03 per business. These costs can be thought of more as opportunity costs than as apportionment dollars. Staff assigned to this program will provide less support or service in another area in order to serve this program. Also, a small portion of existing software, hardware and utilities will be allocated to this program.

Given the proposed fee waiver the first year, no cost recovery will be realized until January 2019. Starting in January 2019, assuming the same 700 businesses, the Town will recover between \$17,500 and \$28,000 depending on how many businesses are renewals and how many are new licenses.

**TOWN OF PARADISE
ORDINANCE NO. 568**

**AN ORDINANCE ADDING CHAPTER 5.22 TO THE PARADISE MUNICIPAL
CODE RELATING TO BUSINESS LICENSE**

**THE TOWN COUNCIL OF THE TOWN OF PARADISE DOES ORDAIN AS
FOLLOWS:**

SECTION 1. Chapter 5.22 is hereby added to the Paradise Municipal Code to read as follows:

Chapter 5.22

BUSINESS LICENSE

Section:

- 5.22.010 Purpose.**
- 5.22.020 Definition.**
- 5.22.030 Business License.**
- 5.22.040 License Information**
- 5.22.050 Number of Licenses.**
- 5.22.060 Fee.**
- 5.22.070 Exemption.**
- 5.22.080 Penalty.**

Section 5.22.010 Purpose.

The purpose of this chapter is to provide for and establish an annual business license program to promote and protect the health, safety and welfare of the citizens of the town by providing information about business activity being conducted within town limits. This chapter is not intended to impose any form of taxation on the business community nor to collect in fees more money than is necessary to recover the administrative costs of processing an application for the issuance or renewal of a business license certificate.

Section 5.22.020 Definition.

A. "Business" means any for-profit, non-profit (with paid employees and a physical place of business), commercial, industrial, professional operation, occupation, home based business, work, trade, or any other business whether provided in a physical location or by a mobile service within the jurisdiction of the town, except the types of activities identified in section 5.22.070.

B. "Doing business" means conducting or carrying on an activity or enterprise by which goods or services are provided to others.

C. "Home based business" means a home occupation or a residential rental project consisting of two or more units.

Section 5.22.030 Business License.

Notwithstanding any other provision of Title 5, all businesses, doing business within the town jurisdiction shall register annually with the town. Existing businesses shall register no later than January 1, 2019. All new businesses shall register before conducting any activities or providing any goods or services within the town. After the initial license, each business shall renew their business license annually. A business operating in another city that has no physical location in town, but provides services to town residents or businesses shall be required to obtain a business license from the town. A business operating in another city which only provides deliveries to town residents or businesses shall be exempt from the requirements of this chapter.

Section 5.22.040 License Information.

The business license required by this chapter shall be in addition to any other business license requirement of Title 5. All businesses shall provide the required information on the application, which shall include, but not be limited to, the following:

- Name of owner
- Mailing and site address
- Assessor's Parcel Number of business site
- Contact name and phone numbers, including emergency contacts
- Type of business/specific activities being conducted on premises
- Alarm company contact (if applicable)
- Building security information (lights, back entries, etc.)
- Whether hazardous materials or chemicals will be used and/or stored at the business location
- Such other and further information as is deemed necessary to enforce the laws described and administer provisions of this chapter.

Section 5.22.050 Number of Licenses.

In instances where space within an office building, shopping center, warehouse, department store or other structure or property is leased for business or commercial use, each tenant of the premises operating an enterprise required to be licensed hereunder shall apply for and obtain a general business license; provided, that aggregations of identical businesses (such as, but not limited to, antique malls, barber and beauty salons, offices housing multiple independent agents such as insurance or real estate, or other similar enterprises) in one location shall require only one general business license for the location.

When a particular business has more than one fixed location or branch within the

incorporated area, a separate general business license shall be required for each location or branch.

Section 5.22.060 Fee

All new license applicants shall pay a \$40 administrative fee to the town. All renewal license applicants shall pay a \$25 annual administrative fee to the town. The annual fee shall not be increased except by amendment of this section. Any business that obtains a license prior to January 1, 2019 shall be exempt from paying the \$40 fee, but shall be required to renew their license annually and pay the \$25 fee. A business that is required to obtain a special license under another chapter of this title 5 shall be exempt from paying the fee under this section. A home-based business that is operated entirely out of a place of residence shall be exempt from paying the fee under this section. A financial institution that pays the Bank and Corporation Tax to the State of California shall be exempt from paying the fee under this section. Tax-exempt religious organizations shall be exempt from paying the fee under this section.

Section 5.22.070 Exemption

A business license shall not be required for, and the provisions of this chapter shall not be otherwise applicable to the following enterprises:

1. **Libraries:** Libraries, whether publicly or privately operated, are exempt from the requirements of this chapter.
2. **Agriculture:** The following agricultural activities are exempt: agricultural pursuits consisting of the growing of crops, raising of livestock, and dairying, including auxiliary and ancillary uses incidental to the operation of a farm or ranch, consisting of the purchase and storage of substances, materials, supplies, animal feeds and produce, and the marketing of farm products; provided, however, that a general business license shall be required in connection with any wholesaling, processing, storage or manufacturing use which involves assembly of the products of multiple farms or ranches by a cooperative or other business enterprise for marketing distribution.
3. **Businesses located outside Paradise, that deliver to Paradise addresses, but provide no other service.** A business located outside the town limits that delivers products to Paradise addresses, but provides no other service shall be exempt.
4. **Service Clubs:** Groups identified as service clubs, whose membership is made of up of volunteers and who gather to serve their community and whose aim is to promote community welfare shall be exempt. This includes groups such as the Benevolent and Protective Order of the Elks, Moose International, local Garden Clubs, Scouting organizations, etc.
5. **Nonprofit Organizations with no paid employees or physical place of business:** Nonprofit tax-exempt organizations that do not have paid employees, or which do not have a physical place of business shall be exempt from obtaining a business license.

- 6. Vendors at community events:** Vendors who participate in town approved and permitted events shall be exempt from obtaining a business license.
- 7. Residential rental properties:** Residential rental properties with no more than one unit shall be exempt from obtaining a business license.
- 8. Persons exempt from business license fees pursuant to federal or state law.**

Section 5.22.080 Penalty.

It shall be unlawful and an infraction for any person to violate this chapter. If a person is found guilty of violating this chapter, the fine shall be in accordance with Government Code Section 36900.

SECTION 2. Effective Date.

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 or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 13th day of March, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jody Jones, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

Approved as to form:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: March 13, 2018

Agenda No. 6(c)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Town of Paradise Facilities Condition Assessment

COUNCIL ACTION REQUESTED:

1. Accept preliminary findings from the Facilities Condition Assessment prepared by Dude Solutions, Inc.

Background:

On March 21, 2017, Paradise Town Council convened to discuss and set priorities for the 2017/2018 Fiscal Year. Among the priorities identified, a complete inventory and report of the Town of Paradise's existing facilities and properties was requested. The purpose of such a report will be to fully understand the Town's current assets and future needs for maintenance and operations. Undeveloped properties were also requested to be evaluated to determine the best fit for long term retention and planning or possible sale.

To further Council's priorities, the Public Works Department has identified Dude Solutions, Inc., (DSI) a national firm with local partners, to perform the most comprehensive facilities inventory in the Town's history. DSI is an experienced firm that specializes in coordination of necessary inventories and aiding municipalities' management of their facility needs.

On October 10, 2017, Paradise Town Council awarded Contract 17-11 to DSI to perform the complete facilities condition assessment. The field data collection and condition assessment is meant to capture information of all major building systems to the individual component level, including all components considered capital repair items (as opposed to maintenance level items). A list of their assessment categories is provided below:

<i>General</i>	<i>Air Conditioning System</i>
<i>Roofing System</i>	<i>Electrical System</i>
<i>Plumbing</i>	<i>Building Envelope</i>
<i>Structural Components</i>	<i>Site Paving</i>
<i>Life Safety/Security</i>	

In general, the completed condition facilities assessment will enable the Town to review a living document/database with detailed recommendations, cost estimates and priorities. At the time of award, staff pledged to provide a future update to Council with a property-by-property breakdown of each facility's needs and projected costs, enabling a more informed discussion on future budgetary needs and potential market values.

Analysis:

Since contract award, staff has been working diligently with DSI and their partner, EMG Group to review historical maintenance and property records in addition to coordinating comprehensive

site visits for building inspections. The following structures were formally reviewed, separated into tiers of organizational importance

Tier 1 – Emergency Response and Management

ID	Description	Address
1	Fire Station 81	767 Birch Street
2	Fire Station 82	5545 South Libby Rd
3	Fleet Maintenance Shop	767 Birch Street
4	Police Station	5595 Black Olive Drive
5	Town Fuel Tank	767 Birch Street
6	Town Hall	5555 Skyway

Tier 2 – Standard Operations

ID	Description	Address
7	Animal Control	925 American Way
8	Public Works Corporation Yard	933 American Way
9	Community Park - Depot	5602 Black Olive Drive
10	Community Park - Maintenance	5602 Black Olive Drive
11	Police Evidence Building	5619 Black Olive Drive

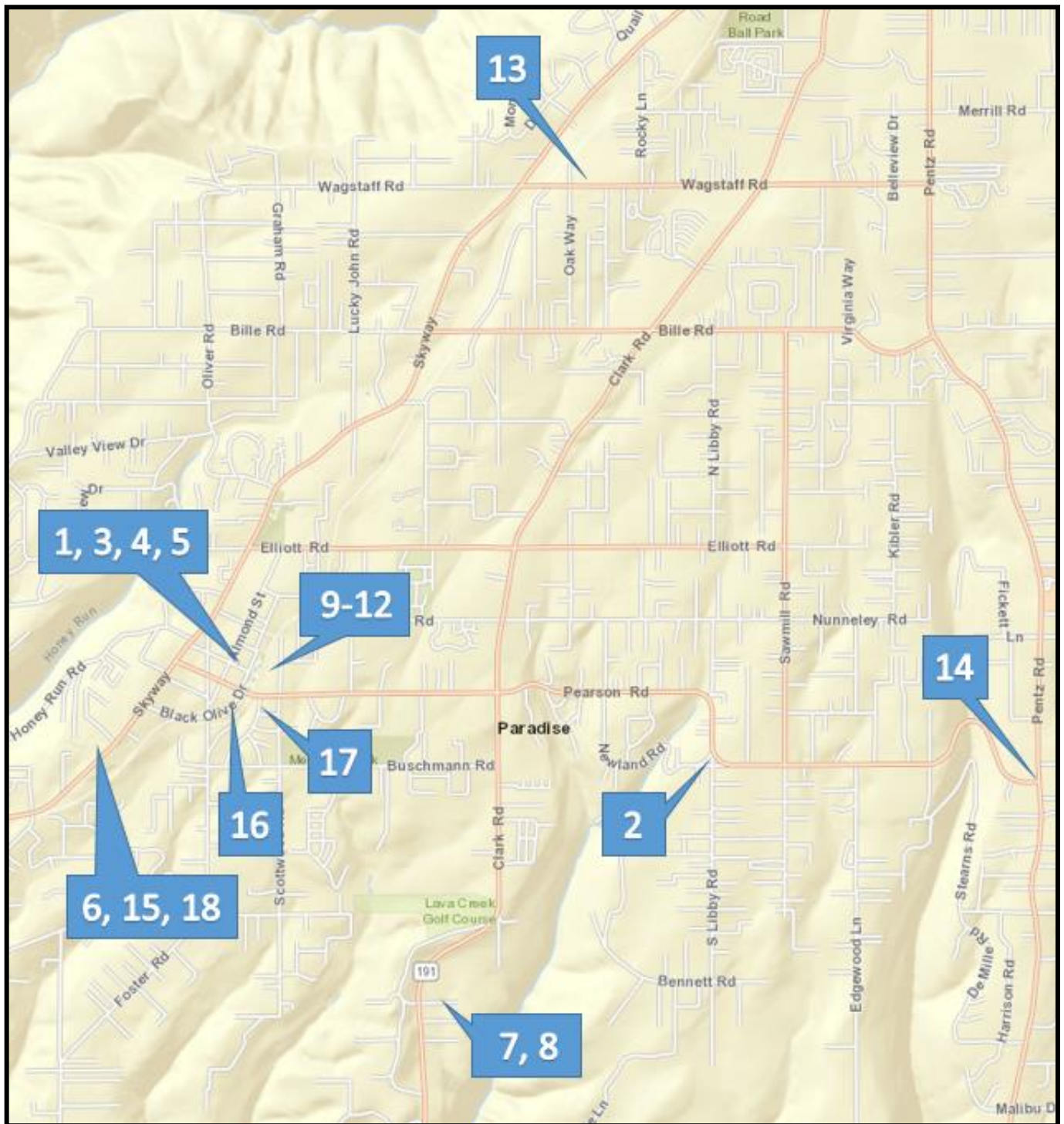
Tier 3 – Other

ID	Description	Address
12	Fire Safe Council	5619 Black Olive Drive
13	Fire Station 83 (Rental)	1250 Wagstaff Road
14	Pentz/Pearson Structure	5733 Pentz Road
15	Help For People	5533 Skyway
16	Jefford's Building	5456 Black Olive Drive
17	Quonset Hut	5657 Sierra Park Drive
18	Town Hall Annex	5537 Skyway

A map of these facilities is shown on the next page.

The Facilities Condition Assessment provides data for each building including Replacement Value, Recommended Year 1 Expenses (flagged as immediate), Year 1-3 Expenses and Year 1-10 Expenses. At each point in time, the analysis provides a Facilities Condition Index, which is a calculation that provides the percentage of the cost in repairs as it relates to the overall replacement cost at that forecasted moment in time or period. For example, a \$100,000 structure with \$20,000 in immediate repairs would yield an FCI of 20%. For that same building, expenses forecasted for a ten year period exceed \$70,000. The FCI would then increase to 70%, warranting a serious discussion on the building's future use, before sinking additional funding into immediate repairs.

Town of Paradise Facilities Map



The FCI percentages can be broken down into categories based upon the value, as shown in the table below:

Category	FCI Range	Description
Excellent	0%	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	0.1-5%	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	5.1-10%	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	10.1-60%	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	60.1-100%	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.

It is important to not consider a FCI ranking of “poor” as unacceptable, uninhabitable or unsafe as far as maintaining operations. One could easily make a correlation that a building ranked “poor” might be ready to fall over – this is not the case. The FCI is a comprehensive representation of the components which are included in the facility itself and just how much funding should be considered for timely replacements and maintenance.

The high-level results of the Facilities Condition Assessment are provided in the tables below. These figures do not include the recommended (but not required unless certain thresholds are met) fire suppression sprinkler and alarm system upgrades across all facilities:

Tier 1 – Emergency Response and Management

Description	Repl. Value	Year 1 Repairs	FCI	Year	FCI	Year	FCI	Year 10 Category
				1-3 Repairs		1-10 Repairs		
Fire Station 81	\$898,175	\$9,032	1%	\$43,103	5%	\$527,324	59%	Very Poor
Fire Station 82	\$412,994	\$107,391	26%	\$140,623	34%	\$266,858	65%	Failed
Fleet Maintenance	\$195,856	\$0	0%	\$37,611	19%	\$58,038	30%	Poor
Police Station	\$1,438,717	\$2,240	0%	\$112,918	8%	\$341,735	24%	Poor
Town Fuel Tank	\$380,070	\$1,240	0%	\$4,640	1%	\$111,701	29%	Poor
Town Hall	\$1,995,082	\$30,240	2%	\$179,372	9%	\$798,525	40%	Poor
TOTAL	\$5,320,894	\$150,143		\$518,267		\$2,104,181		

Tier 2 – Standard Operations

Description	Repl. Value	Year 1 Repairs	FCI	Year	FCI	Year	FCI	Year 10 Category
				1-3 Repairs		1-10 Repairs		
Animal Control	\$435,470	\$2,701	1%	\$41,938	10%	\$187,506	43%	Poor
Park - Depot	\$266,818	\$210	0%	\$11,096	4%	\$141,657	53%	Poor
Park - Maintenance	\$77,325	\$0	0%	\$0	0%	\$13,653	18%	Poor
PW Corporation Yard	\$247,464	\$0	0%	\$27,321	11%	\$56,150	23%	Poor
Police Evidence	\$131,736	\$32,557	25%	\$54,326	41%	\$56,663	43%	Poor
TOTAL	\$1,158,813	\$35,468	X	\$134,681	X	\$455,629	X	X

Tier 3 – Other

Description	Repl. Value	Year 1 Repairs	FCI	Year	FCI	Year	FCI	Year 10 Category
				1-3 Repairs		1-10 Repairs		
Fire Safe Council	\$256,788	\$4,837	2%	\$46,319	18%	\$141,831	55%	Very Poor
Station 83 (Rental)	\$559,813	\$2,700	0%	\$20,835	4%	\$213,939	38%	Poor
Pentz/Pearson	\$302,843	\$148,440	49%	\$184,691	61%	\$184,690	61%	Failed
Help For People	\$235,083	\$26,367	11%	\$125,789	54%	\$228,607	97%	Failed
Jefford's Building	\$510,060	\$30,594	6%	\$211,199	41%	\$220,339	43%	Poor
Quonset Hut	\$112,956	\$19,453	17%	\$19,453	17%	\$93,247	83%	Failed
Town Hall Annex	\$179,224	\$7,543	4%	\$120,927	67%	\$127,154	71%	Failed
TOTAL	\$2,156,767	\$239,934	X	\$729,213	X	\$1,209,807	X	X

By Tiers, the following information is reported:

Tier	Year 1	FCI	Year 1-3	FCI	Year 1-10	FCI
Emergency Response and Management	\$150,143	3%	\$866,844	10%	\$2,452,758	40%
Standard Operations	\$88,584	3%	\$187,797	12%	\$508,745	39%
Other	\$378,465	11%	\$867,744	34%	\$1,348,338	56%
TOTAL	\$425,545	5%	\$1,382,161	16%	\$3,769,617	44%

In addition to the above capital forecasting, staff has provided a similar analysis to each property's onsite septic system. This review estimates an additional \$290,000 could be required for regular maintenance and costly replacements across 13 systems in the next ten years.

Among all of the Town's structures, the approximate replacement value is \$8,636,473. Overall, the state of existing Town facilities falls into the "good" category, as currently 5% of the replacement value is identified as needed in the first year for repairs. The report identifies \$425,545 in "Immediate Repairs" recommended for Year 1, assuming all structures were to be maintained. This rating however, quickly declines to "Poor" in the next ten years whereas, \$3,769,617, (44% of today's replacement value) will be required for proper maintenance.

This comprehensive review reveals the Town's historical deferred maintenance program for facilities maintenance is soon to become unsustainable. The complete report identifies and forecasts regular maintenance, repairs and replacements for the next twenty years, including over 650 itemized repairs or components which require one-time or regular investments. All of this information, including onsite wastewater systems, will be maintained in an ongoing cloud-based software program that will aid the Town in forecasting capital replacements and maintenance costs – with live updates based on actual repairs and costs.

An ongoing discussion with staff and Council is warranted to formulate a plan to address a facilities preservation program. A few key questions are itemized below:

1. How will a facilities preservation plan, forecasted to need over \$400,000 annually (\$200,000 towards emergency response/management facilities), be funded?
2. Almost all of the Tier 3 facilities (excepting Fire Station 83-Rental) will fall into the "very poor" or "failed" categories based on their required maintenance expenditures in the next 10 years. Should any of these properties be sold or demolished?
3. With Fire Station 82 in a state of decline with major investments soon to be required, at what point should the Town begin to consider exploring options to construct the planned fire station at the intersection of Pentz/Pearson?

In the meantime, staff will continue to work with DSI to close out regular contract work and begin efforts to present a prioritized approach to implementing facilities maintenance.

Financial Impact:

Currently, the Town of Paradise has zero facility preservation fund or program. Emergency repairs and replacements have been made historically on a *reactive* case-by-case basis. This is due to the limited funds which the Town has to dedicate to a proactive approach. With the passage of Measure C, the Town has made strides in this arena with the replacement of siding, windows, roofing and emergency generator at the Paradise Police Department. Meanwhile, very little has been allocated to the ongoing maintenance to the Town's remaining facilities infrastructure.