



TOWN OF PARADISE

5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931

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www.townofparadise.com

Management Staff:

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

Town Council:

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

TOWN COUNCIL AGENDA

REGULAR MEETING – 6:00 PM – May 13, 2014

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

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

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

1. OPENING

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

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

- (1) Presentation: Emergency Preparedness Planning and Proclamation
- (2) Presentation: Certificate of Appreciation to Jamie Hartley & Laura Nelson of WTS for Street Sweeping Services during Gold Nugget Days Parade
- (3) Recognition of Eagle Scouts Andrew Hasek and Joseph Vador II
- (4) 2013 Annual Solid Waste & Recycling Report - Doug Speicher of Northern Recycling & Waste Management (NRWS)

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS

3. CONSENT CALENDAR

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

- 3a. Approve the Minutes of the April 8, 2014 Regular Meeting and the April 22, 2014 Special Meeting.
- 3b. Approve Cash Disbursement Report for April 2014 in the amount of \$690,966.46.
- 3c. Approve the 2013/2014 Annual Maintenance Contract with Chico State University (CSU) Research Foundation on behalf of the Geographical Information Center (GIC) for Geographic Information Services in the amount of \$10,000.00. The GIC provides both basic and specialized data maintenance, such as spatially referenced road, parcel, land use, zoning, aerial images, drainage, and topography data. Additionally, the GIC provides the Paradise Fire Department with updated Map Books and Dispatch with the most current parcel and road data to aid with dispatch.
(ROLL CALL VOTE)
- 3d. Approve request by Patricia Babcock, a representative of the Babcock Family of Paradise, to adopt a portion of the Memorial Trailway, from Princeton Way to Neal Road
- 3e. Authorize the rejections of all bids received for repair of the T-81 Spartan 75' Quint Fire Ladder Truck and authorize the Fleet Manager to re-issue the bid notice.
- 3f. Approve an agreement for professional services contract for pre-employment background Investigations with K.P. Research Services and authorize the Town Manager to execute the agreement.

- 3g. Approve postponing appointment of the Planning Commission vacancy to the June 10, 2014 Council Meeting to allow for the pre-appointment meeting to take place.

4. PUBLIC HEARING PROCEDURE

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

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

5. PUBLIC HEARINGS

- 5a. Continue the public hearing from the March 11, 2014 to a date certain to allow the Planning Commission and the Town Council opportunities to consider and possibly adopt Zoning Code text amendments regarding fences, gates and other barriers within private road easements.

6. PUBLIC COMMUNICATION

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

7. COUNCIL CONSIDERATION

- 7a. Adopt Resolution No. 14-__, A Resolution Supporting the Submission of Three Grant Applications for the California Department of Transportation Active Transportation Program (ATP) Cycle 1 "Call for Projects". **(ROLL CALL VOTE)** Approval will authorize application for (1) Pearson Road Safe Routes to School (SR2S) Connectivity Project - (Pearson between Skyway & Academy Drive), (2) Maxwell Drive SR2S Project (Maxwell between Elliott & Skyway), and (3) Downtown Paradise Equal Mobility Project - (Skyway between Pearson & Elliott). **(ROLL CALL VOTE)** ATP projects are 100% funded.
- 7b. Approve the Program Supplement Agreement Nos. 012-N, 013-N, 014-N and 015N to Administering Agency-State Agreement No. 03-5425R for Federal-Aid Projects to assure receipt of federal funds (in an approximate amount of \$2.4 million); and, adopt the following four resolutions. Adoption will approve the 10% funding match that will be budgeted between local gas tax and local transportation funds.

(1) Resolution No. 14-___, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager or her Designee to sign the Program Supplement Agreement No. 13-N to Administering Agency-State Agreement for Federal Aid Project No. HSIPL-5425 (025) - \$1,082,900 for Cypress Curve Realignment. **(ROLL CALL VOTE)**

(2) Resolution No. 14-___, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager or her Designee to sign the Program Supplement Agreement No. 15-N to Administering Agency-State Agreement for Federal Aid Project No. HSIPL-5425 (026) - \$282,000 for the Paradise Signal Upgrade Project. **(ROLL CALL VOTE)**

(3) Resolution No. 14-___, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager or her Designee to sign the Program Supplement Agreement No. 14-N to Administering Agency-State Agreement for Federal Aid Project No. HSIPL-5425 (027) - \$490,000 for the Pearson Road Shoulder Widening Project. **(ROLL CALL VOTE)**

(4) Resolution No. 14-___, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager or her Designee to sign the Program Supplement Agreement No. 12-N to Administering Agency-State Agreement for Federal Aid Project No. HSIPL-5425 (028) - \$372,200 for the Clark Road Safety Enhancements. **(ROLL CALL VOTE)**

7c. Adopt Resolution No. 14-___, A resolution of the Town Council of the Town of Paradise approving the Plans, Specifications and Estimates for the Downtown Paradise Safety Project and authorizing advertisement for bids on the project.

7d. Contingent upon approval of the Downtown Paradise Safety Project Plans, Specifications and Estimate, approve Streetlight Service Agreement for Skyway – Vista Way to Memorial Way and authorize Town Engineer to execute subject Agreement. **(ROLL CALL VOTE)**

7e. (1) Waive the reading of entire proposed Ordinance No. ___ and approve reading by title only; and (2) Introduce Ordinance No. ___, an Ordinance amending Sections 5.19.030 and 5.19.031 regarding taxicab business licenses. The amendment would delete the provision in the code that allows for the issuance of a 30-day temporary business license to a taxicab business owner/operator. **(ROLL CALL VOTE)**

7f. (1) Waive reading of entire Ordinance No. 540 and approve reading by title only; and, (2) Adopt Ordinance No. 540, An Ordinance of the Town Council of the Town of Paradise Adding Chapter 3.22 to the Paradise Municipal Code Regarding a Transactions and Use Tax to be Administered by the State Board of Equalization. **(ROLL CALL VOTE)**

Ordinance No. 540 is a one-half percent (0.50%) sales tax measure to be voted on by Town voters on November 4, 2014.

8. COUNCIL COMMUNICATION (Council Initiatives)

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

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

- 9a. Town Manager oral reports
- 9b. Development Services Project Update by Community Development Director Craig Baker. No action requested.

10. CLOSED SESSION

- 10a. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Paradise Police Officers Association, Confidential Mid-Management Association, General Employees Unit, Police Mid-Management Unit and the Management Group.
- 10b. Pursuant to Government Code Section 54956.9(d)(1), that the Town Council will hold a closed session with the Town Attorney and the Town Manager relating to the following pending litigation: Town of Paradise, a Municipal Corporation, vs. Rose E. Kallunki; Pacific Gas and Electric Company; Doe 1 through Doe 50, inclusive, Butte County Superior Court Case No. 161781.

After the closed session, the meeting will be reconvened for the Town Council to consider taking action relating to employment agreements for Town of Paradise employee associations, groups and/or units as follows:

- (1) Adopting Resolution No. 14-__, A Resolution Approving a Memorandum of Understanding Agreement (relating to employment) for the Paradise Confidential/Mid-Management Association effective July 1, 2014 through June 30, 2015. **(ROLL CALL VOTE)**
- (2) Adopting Resolution No. 14-__, A Resolution Approving a Memorandum of Understanding Agreement (relating to employment) for the Paradise General Employees Unit effective July 1, 2014 through June 30, 2015. **(ROLL CALL VOTE)**
- (3) Adopting Resolution No. 14-__, A Resolution Approving a Memorandum of Understanding Agreement (relating to employment) for the Paradise Management Group effective July 1, 2014 through June 30, 2015. **(ROLL CALL VOTE)**
- (4) Adopting Resolution No. 14-__, A Resolution Approving a Memorandum of Understanding Agreement (relating to employment) for

the Paradise Police Mid-Management Unit effective July 1, 2014 through June 30, 2015. **(ROLL CALL VOTE)**

(5) Adopting Resolution No. 14-___, A Resolution Approving a Memorandum of Understanding Agreement (relating to employment) for the Paradise Police Officers Association effective July 1, 2014 through June 30, 2015. **(ROLL CALL VOTE)**

11. ADJOURNMENT

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



TOWN OF PARADISE
Council Agenda Summary
Date: May 13, 2014

AGENDA NO. 1e

ORIGINATED BY: Joanna Gutierrez, Town Clerk

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Emergency Preparedness

COUNCIL ACTION REQUESTED:

- Mayor to proclaim May as “Personal Preparedness Month”
- Personal Preparedness Plan Presentation:
 - Cassidian Self-Registration Portal
 - People/Pet Preparedness
 - Property Protection
- Remind citizens to register cell phones to receive emergency notifications at <https://buttecounty.onthealert.com>
- Encourage citizens to prepare personalized emergency plans

BACKGROUND:

The County of Butte sponsored a Countywide Emergency Mass Notification System for the primary intent of providing timely communication to the public during times of emergency. The County entered into agreement with Cassidian Communications to provide Emergency Mass Notification System services to disseminate critical, time-sensitive emergency information to the County’s citizens and businesses through phone and e-mail service for emergency notification purposes.

At the December 10, 2013 meeting, the Town Council approved an MOU for the Town’s participation in the Countywide EMNS.

DISCUSSION:

It is important that the citizens of Paradise be informed of the Town’s change to the Countywide Emergency Mass Notification System. Personal contact information must be registered by individuals who wish to receive emergency alerts on their mobile devices, Comcast Voice Over Internet Protocol (VOIP), Vonage, cellular phones, etc. While the majority of traditional land line phone numbers are shared with law enforcement for emergency usage, cellular phone numbers and Voice Over Internet Protocol (VOIP) phone numbers are not currently shared.

The self-registration citizen portal may be accessed at the following address: <https://buttecounty.onthealert.com>. The self-registration portal allows users to add email addresses, cellular numbers and land line phone numbers and attach that information to their home address.

RECOMMENDATION:

Encourage citizens to:

1. Register cell phones to receive emergency notifications at <https://buttecounty.onthealert.com>
2. Be pro-active and plan for emergencies as part of their daily routines. This includes creating a communication plan with child and/or adult day-care providers, maintaining a three-day supply of provisions for people and pets, and planning transportation for persons with special needs physical challenges.
3. Protect property by creating and maintaining defensible space.

Town of Paradise, California

PROCLAMATION

WHEREAS, one of the utmost public safety priorities of the Town Council of the Town of Paradise is to provide its citizens with genuine and practical information and disaster management tips during times of natural or man-made disasters to prevent the loss of life and property in our community; and,

WHEREAS, the Town of Paradise has a fully functional Emergency Operations Center that is staffed with trained employees; and,

WHEREAS, the Town of Paradise has recently partnered with Butte County to provide an improved emergency notification system to the citizens of Paradise; and,

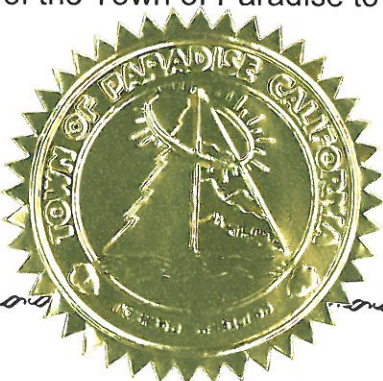
WHEREAS, the Town of Paradise also partners with local special districts to share resources during declared disasters; and,

WHEREAS, the Town Council has appointed a Fire Safe Council that actively promotes fire prevention measures within our community that includes the development and distribution of the Town of Paradise and Upper Ridge Wildland Fire and Evacuation Plan; and

WHEREAS, the Town of Paradise staff provides personal preparedness planning information on the Town of Paradise website and actively encourages individuals to be proactive in preparing for all types of emergencies such as power outages, snow storms and wildland fires.

NOW, THEREFORE, I, Scott Lotter, Mayor of the Town of Paradise, declare the month of May as Personal Preparedness Planning month and encourage all residents to plan for emergencies by establishing three-days worth of supplies for themselves, for each family member and for each pet; to plan transportation for family, friends and neighbors with special needs; to become familiar with the Town's evacuation routes and public assembly points; and, to register for automated emergency notifications from the Town's emergency notification system.

IN WITNESS WHEREOF I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 13th day of May, 2014.



Scott Lotter, Mayor

TOWN OF PARADISE CERTIFICATE OF APPRECIATION



is hereby presented to

**JAMIE HARTLEY & LAURA NELSON
of WTS**

**For Volunteer Street Sweeping Services on Skyway Prior to the
Gold Nugget Parade on April 23, 2014**

Date: May 13, 2014

Scott Lotter, Mayor

TOWN OF PARADISE CERTIFICATE OF RECOGNITION



is hereby presented to

ANDREW KARL HASEK

**For achieving the rank of Eagle Scout by building a stone grotto
for the Blessed Virgin Mary at St. Thomas More Catholic Church.**

Date: *May 13, 2014*

*Scott Lotter, Mayor
Town of Paradise*

TOWN OF PARADISE CERTIFICATE OF RECOGNITION



is hereby presented to

JOSEPH THOMAS VANDOR II

**For achieving the rank of Eagle Scout by constructing game
booths for Paradise Recreation and Park District.**

Date: *May 13, 2014*

*Scott Lotter, Mayor
Town of Paradise*



Recycling More

NRWS



www.NorthernRecycling.biz

530-876-3340

530-345-1136

**2013 Annual Report for
Solid Waste & Recycling Services
Town of Paradise 5555 Skyway
Paradise, CA 95969**

Doug Speicher

4/1/2014

Town of Paradise Overall NRWS Diversion:	57.7%
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Total Solid Waste delivered to Neal Road Landfill:	11,778.85 Tons
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<u>Municipal Solid Waste Tonnage by Line of Business</u>	<u>Tons</u>
Residential	6,771.52
Commercial	3,468.22
Roll Off	1,539.11

Total Recycled / Diverted Materials:	16,072.20 Tons
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<u>Recycling / Diversion Programs:</u>	<u>Tons</u>
Residential Blue Cart Mixed Recycling	3,244.77
Residential Brown Cart Yard Waste Recycling	6,254.22
Commercial Recycling Bin & Cart Service	731.62
Commercial Brown Cart & Bin Yard Waste Recycling	116.9
Temporary Drop Box & Bin Recycling	815.73
Town of Paradise Vegetative Waste Transfer Facility	4,358.42
NRWS American Way Recycling Center	550.54
Town of Paradise Permanent HHW Facility	see page 10

Total Number of Accounts by Line of Business	# Accounts
Residential	8,985
Commercial	652
Roll Off	696

A. Solid Waste Collection Services

- 1) Municipal Solid Waste (MSW) Collected from residential, commercial, and industrial customers.

Residential	Gross Billed	\$2,870,598.32	6,771.52 tons
Commercial	Gross Billed	\$937,487.84	3,468.22 tons
Industrial (Roll Off)	Gross Billed	\$146,928.35	1,539.11 tons

- 2) Municipal Solid Waste (MSW) Disposal Facilities used:

Neal Road Landfill 11,778.85 tons

- 3) Number of subscribers by service level:
(Exhibit A: by month & customer listing available on request)

Residential MSW:	# of Accounts
35 gal (sr. rate)	89
35 gal:	5,556
65 gal:	2,223
95 gal:	1,117
Town Approved Waiver (as of 12/31):	186
Opt Out / Occupied w/ No service:	261
Vacant (as of 12/31)	252
Vacation Hold (as of 12/31)	223
Non-Pay locations	42

Commercial MSW:	# of Accounts
35 gal:	94
65 gal:	53
95 gal:	106
2 – 95 gal:	43
35 gal Multi-Family:	53 / 1,542 units
65 gal Multi-Family:	1 / 12 units
1 yd:	6
1.5 yd:	3
2 yd:	163
3 yd:	58
4 yd:	54
6 yd:	19





4) Extra Services:

Residential:	Total #	Charges
Extra MSW pickups:	236	\$817.00
Off Route Bulky Pickup	34	\$1,162.50
Off-Street service no-charge:	62	\$0.00
Off-Street service charge:	11	\$1,694.28
Swaps / Repairs (charges)	0	\$0.00
Swaps / Repairs (no charges)	77	\$0.00

Commercial:	Total #	Charges
Extra MSW pickups:	42	\$3,805.90
Bulky Pickup	21	\$1,123.70
Off-Street / Pull out services	36	\$444.00
Locks	53	\$2,258.45
Container Cleaning (no charge)	4	\$0.00
Container Cleaning (charges)	0	\$0.00
Swaps / Repairs	55	\$0.00

Rental / Temp Insta-Bins	Total #	Charges
- 4 yard MSW	38	\$4,231.35
- 4 yard Recycle	7	\$469.60
- 6 yard MSW	35	\$4,865.22
- 6 yard Recycle	30	\$2,372.54

5) Number of MSW Compactors:

K-Mart Recycle (Customer owned & Recycle Only)	1 ea 30 yard
Feather River Hospital (Customer owned)	1 ea 25 yard

6) Number of all 2013 debris-box rentals by bin size & material type:

	Total #	Charges
10 yard Inert / Recycle	23 ea.	\$3,110.83
20 yard Trash	206 ea.	\$38,175.31
20 yard Recycle	60 ea.	\$0.00

2013 Annual Report: Town of Paradise

20 yard Green Waste	80 ea.	\$21,450.34
30 yard Trash	132 ea.	\$40,219.47
30 yard Recycle	15 ea.	\$0.00
30 yard Green Waste	36 ea.	\$8,188.34
30 yard C&D	9 ea.	\$3,511.82
40 yard Trash	78 ea.	\$18,241.45
40 yard Recycle	7 ea.	\$490.00
40 yard Green Waste	8 ea.	\$3,913.60
Compactor empty & returns	42 ea.	\$11,676.48

7) Missed Pickup, Complaint, & Compliment 2013 Summary:
(Exhibit D, E, F list each listed below in the summary)

Missed Pickup Residential:	9 each
Missed Pickup Commercial:	1 each
Complaint Residential:	15 each
Complaint Commercial:	5 each
Compliment Residential:	32 each
Compliment Commercial:	3 each

8) Narrative summary of problems or challenges encountered related to MSW services:

- Reported in previous reports, narrow non-maintained private roads continue to be difficult to service due to poor surface conditions and over grown vegetation. NRWS sends crews out to trim vegetation to protect the collection equipment from damages and provide safe collection.
- Residents have expressed concerns with carts on the street all week and never pulled back in.
- Commercial service locations do not have adequate storage spaces for the containers required to implement a comprehensive recycling program.

Recommendations for Town:

- NRWS to work in combination with the Town & residents to offer solutions related to the issues involved with the Towns narrow private roads and trees. NRWS sends crews out to trim vegetation to protect the collection equipment from damages and provide safe collection.

9) Description of promotional and public education materials created or distributed:

- A. Quarterly Newsletters sent with billing.
- B. Mandatory Commercial Recycling mailers (AB 341)
- C. Recycling and Compost Workshop events
- D. Customer Satisfaction Survey:
- E. General Recycling and Recycling Center Bill Boards
- F. General Recycling and Recycling Center Truck Signs
- G. Recycling Cinema Ads / Newspaper ads
- H. Recycling, Landfill, and Composting Events Signs
- I. HHW/ Recycling Center/ C& D brochures
- J. Composting Guide for homeowners
- K. Recycling / Yardwaste /HHW calendars
- L. Single Stream Recycling Guide and posters both residential and commercial
- M. Waste Audits guide and reports
- N. Various sponsorship recycling ads / posters
- O. Permanent Beverage containers stickers and logos
- P. Additional printed materials.
- Q. Radio and TV ads for Tire Recycling and Oil Recycling
- R. Maintained NRWS web-site to reflect changes related to Town services related to solid waste & recycling.
- S. Staffed educational booths at Gold nugget Days, Chocolate Fest, 24 Hour Relay, Cruisin Paradise, July 4th Parade and Festival, and Johnny Apple Seed Days.
- T. NRWS hosted a May E-waste & Appliance event and a waste tire & Free Yard Waste event in October. The waste tire disposal program was available to residents ongoing by appointment throughout the first of the year.

Additional public education and outreach highlights include: NRWS Recycling Website continuously updated with new outreach material, NRWS active on Facebook and Twitter. Multifamily, residential, commercial and industrial brochures updated and reprinted. Recycling guide: all print outreach continues to be on 100% post-consumer recycled paper. Membership in NCRA, CRRA, CRRC, and USCC: CAW and CPSC support, working with GAIA for local thrift store material reuse: Presented at and attended various conferences / workshops, including CRRA, SAC, NCRA & CRRC. Working with Butte County on local initiatives, including climate action and renewable energy projects; advising on plastic bag bans: Compiled recycling results for specific businesses, special events, multi-family complexes: Continued business outreach; businesses recognized with recycling awards; green business assessments: Educated public on problems and solutions for hot issues like plastic bags, organics, and mandatory recycling: Worked with Town staff to put together grants to CalRecycle, KAB, and EPA. Provide tours of transfer station / MRF outreach presentations: working with teachers, students and staff at each PUSD

and various private schools: Set up outdoor classroom, orchard, garden and compost for PCMS: Continued to delve into recycling options for various difficult-to-recycle materials: Continued partnership with Project Save to reuse hospital equipment and non-prescription medications: Multimedia outreach; web and social media, truck signs, local paper ads, Recreation Guide, letters in support of recycling legislation: Provide articles for Ridge Business Journal: Worked with Chocolate Fest on successful Zero Waste Event, working on increased diversion for all events.

10) Summary of Hazardous Waste records required under sections 8.02.C and 8.02D:

This section refers to Hazardous Waste detected in a load checking program and excluded from the trash stream prior to placing in the landfill.

NRWS utilizes Neal Road Landfill exclusively for the disposal of trash from the Town of Paradise. There were no Hazardous Wastes reported to us as detected in Load Check programs on loads delivered from the Town of Paradise.

B. Recyclable Materials and Yard Waste Services

1) Total tons diverted by each program / service:

Residential:

Curbside / Blue Cart Recycling:	3,244.77 tons
Yard Waste / Brown Cart Recycling:	6,254.22 tons

Commercial:

Blue Cart & Bin Recycling:	731.62 tons
Yard Waste / Brown Cart Recycling:	116.9 tons



Curbside mixed recyclables: All sorted material in the 2013 calendar year was processed in our Napa sorting facility. Separated and prepared recyclables were shipped to various mills for.

Composition based on sorting combined single stream source:

Aluminum:	.82%
Cardboard:	17.23%
Glass:	22.25%
Paper:	45.6%
Plastic:	7.62%
Metal:	6.48%

Organic Yard Waste Materials: Throughout 2013, the yard waste materials were

processed at the Earth Worm Soil Factory on Neal Road. All curbside yard waste collected in Paradise is currently processed into high quality gardening compost.

2) Number of accounts for each program / service, number and size of container by recycled type.

Residential:	Accounts	Container
Curbside Blue Recycling 65 Gal carts:	700	727
Curbside Blue Recycling 95 Gal carts:	8,233	9,035
Curbside Brown Yard Waste 65 Gal carts:	2	4
Curbside Brown Yard Waste 95 Gal carts:	8,900	14,268
Commercial:	Accounts	Container
Curbside Blue Recycling carts:	455	969
Curbside Blue Rec Multi-family carts:	47	1,402
Yard waste Brown carts:	247	432
Yard Waste Brown Multi-family carts:	36	1,069
Cardboard / Mixed recycling:	Accounts	Container
2 yard	95	96
3 yard	6	6
4 yard	78	86
6 yard	27	38

3) Participation and set-out rates:

Residential even / odd week pickup:	
Curbside Recycling:	91%
Yard Waste:	65%
Commercial even /odd week pickup:	
Curbside Recycling	98.5%
Yard Waste:	55 % (estimated)
Cardboard:	100%



NRWS trucks are equipped with arm lift counters and drivers record the number of container lifts and the data base compares to determine a set-out rate.

4) Recyclable Material sales revenue by material type: NRWS continues to market at \$50 per ton as mixed recyclables to our inter-company sorting facility.

Mixed Recyclables & Cardboard: \$50 per ton @ 3,976.39 tons = \$198,819

Yard waste: We are charged for processing at the Compost Facility.

5) Summary Assessment for Curbside Recycling:

During 2013, NRWS continued to push for increased commercial, school, multi-family and residential recycling and educated customers through various outreach activities and new program planning.

Strong recycling and yard waste numbers brought the diversion percentage for NRWS collected materials up to 57.7% for 2013. This gives NRWS and the Town of Paradise the opportunity to move closer to Zero Waste through increased recycling and composting helping reach the Town's Sustainability goals, as well as the State's future 75% goal.

CalRecycle methodology of reporting indicates that Paradise diversion exceeds the state base rate. In addition, Paradise's annual EAR to CalRecycle has us at an annual of 3.2 lbs per person with our target being 4.8.

Residentially, nearly all customers have recycling and yard waste containers. NRWS contacts and eventually closes delinquent accounts, and many customers respond by paying their balances and resuming service.

The curbside collection recycling program in Paradise continues to expand with residents and businesses.

Public education and awareness continue to progress and we anticipate the program to grow further. Education is and always will be an ongoing effort and site visits are the most common and effective manner to reach the commercial customers in order to promote motivation for business owners / managers to lead recycling efforts, and maximizing employee participation. Waste audits are done to a reasonable extent upon each site visit, with a full scale audit available upon request or for repeat contamination occurrences. Each commercial business is visited annually to address any concerns and changes in service needs. Multifamily and Mobile Home Parks are visited quarterly and are provided with all mailed out educational material that goes to residential customers.

NRWS transfers all of the mixed recycling to the Napa sorting facility. NRWS is currently processing source separated cardboard, aluminum, and plastics within the Paradise facility.

C. Town of Paradise Vegetative Facility:

1) Total number of 2013 Facility Users:

Total Vehicle count: 17,427

2) Incoming Material:

2013 Total	Yards	Tons
	54,116	4,358.42

- 3) Summary Assessment: The Facility is a benefit to the Town and has helped in conjunction with the curbside collection program to offer alternative options for outside burning and landscapers.

The Facility continues to separate the limb wood and brush from the leaves and pine needles. The wood is ground with a horizontal grinder and transported to a co-gen facility in Anderson or Woodland. The leaves and needles are sent to the Earthworm Soil Factory or to a grinding facility in Durham.

Improvements to the Facility are necessary to remediate storm water issues and the safety of those visiting the facility. Changes in customer tipping areas have improved the safety and environmental compliance. Pricing will require ongoing analysis as the fuel markets have been unstable. Environmental Health has been inspecting the facility and in the wet weather, it has been noted of the water pooling. As reported in previous reports, the facilities future utilization will require improvements with a solid surface tipping floor and storm water retention.

D) NRWS Recycle Center

- 1) Total number of visitors in 2013: 12,442

2) Material processed / handled:

Aluminum:	49.42 tons
Glass:	134.91 tons
Plastic:	26.67 tons
Metal:	147.78 tons
Batteries	7.77 tons
Oil & Anti-Freeze	10.92 tons
Inerts / Concrete	71.86 tons
E-Waste	101.21 tons

- 3) Summary Assessment: The American Way Recycle Center is open Monday through Saturday 9am – 4pm and is the only full serve Recycling Facility on the Ridge. The Facility has proven to be a vital component of the Town's recycling programs. NRWS also assists California Vocations in operating the COVE Recycle Center at Wagstaff and Skyway. In addition to the common California Redemption Value

materials, the center also accepts free household & automotive batteries, medical sharps, all electronic & universal waste with battery or cord, used oil, antifreeze, scrap metal, appliances, concrete, and mixed recyclables. Throughout 2013 NRWS scheduled the tire drop off appointments and **recycled over 3,500 tires.**

E) Town of Paradise Permanent Household Hazardous Waste Facility:

- 1) Total number of Facility users: 1,600 (Open 52 days in 2013)

Material Handled

Latex Paint (bulk)	1,510 gal.	16,610 lbs.
Paint related Materials	550 gal.	6,050 lbs.
Flammable Liquids	605 gal.	4,950 lbs.
Misc. Lab Pack-Toxics	1,100 gal.	4,400 lbs.
Misc. Lab Pack – Acid	110 gal.	800 lbs.
Misc. Lab Pack – Alkaline	165 gal.	1,200 lbs.
Misc. Lab Pack – Flammable Liq.	55 gal.	450 lbs.
Non-RCRA Lab Pack	110 gal.	600 lbs.
Flammable Aerosols Lab Pack	440 gal	1,600 lbs.
Corrosive Aerosols	55 gal.	250 lbs.
Toxic Aerosols Lab Pack	110 gal.	500 lbs.
Non RCRA Liquids	220 gal.	1,600 lbs.
Grease	110 gal.	900 lbs.
Roofing Cement	100 gal.	800 lbs.
Aerosols (Paint)	1,395 units	725 lbs.
Fluorescent Lamps	14,103 ft.	2,115 lbs.
Compact fluorescent lamps	2,403 units	245 lbs.
Misc. Fluorescents	106 units	21 lbs.
Household batteries		7,646 lbs.
Ballast lab pack		300 lbs.

Overall Weight Total 60,106 lbs. or 30.05 tons

- 2) **Summary Assessment:** This Facility has offered the Ridge a safe and convenient opportunity for residents to properly dispose of hazardous materials. Many materials received are recycled such as the latex paint, fluorescents, and batteries. Unfortunately, the lab packed materials are sent out for incineration or Class A landfills. This facility is one component that completes the Towns comprehensive solid waste and recycling programs. NRWS staffing has been trained and are operating the facility. Public education has been focusing efforts on notifying the customers of the do's and the don'ts related to what materials and volumes the facility accepts and how to transport safely.

The Paradise HHW facility has been approved to receive a grant from Cal Recycle to build a permanent roof structure over the existing facility and provide storage for a re-use program for items that come in that are in good condition and reusable. This is an opportunity to reduce costs and keep products from being shipped over long distances and incinerated. The program will be a free give away of normal household cleaners and pesticides. The project is planning to be complete in Summer of 2014 and the Re-use Program to start shortly after completion.

F) Town Drop Off Collection Events in 2013

NRWS continued the comprehensive special event program in 2013, with an overall diversion rate of 70%, this program includes the continuation of the Zero Waste food scrap composting program at the Chocolate Fest and the Dutch Oven Cook-off/Cowboy Poetry Event.

In addition to many materials that are accepted free of charge at the NRWS American Way facilities, NRWS hosted a number of Free Drop Off Collection Events in 2012. The events were geared to divert materials from the landfill or outdoor burning.

January: Free Christmas Tree Drop Off at the American Way facility through the entire month of January.

May 11th: NRWS hosted a Free Appliance and E-waste Drop Off. The event produced 46 tons of material.

January - June: Free Tire Drop Off by appointment and a one day During this period we took in 643 tires.

November 5th - 10th: The American Way Yard Waste Transfer Facility held a Free Drop Off Day. The week totaled nearly 150 tons of material.

NRWS continued its comprehensive special event program in 2013 with a overall diversion rate of 70%. This program includes the continuation of the Zero Waste food scrap program at the Chocolate Fest and Dutch Oven Cook-off/ Poetry Event both of which hit a 97% diversion rate.

G) Overall Summary Program Assessment:

The Town of Paradise offers the residents a very comprehensive solid waste and recycling program. Public education continues to be a key role in the success of the program. The Town is ahead of the commercial recycling mandates and we feel very comfortable with the consistent recycling improvements the programs continue to produce. NRWS conducted a Customer Service Survey at the end of

2013 and ended March 1, 2014. The results of the survey ranked NRWS overall satisfaction as 97% responding as good / excellent. The results of the survey can be reviewed within this report as Exhibit I of the attachments.

Program Recommendations:

- With the increased storm water monitoring regulations and safety, the Town will be required to make the improvements necessary to continue to operate the American Way Yard Waste Transfer Facility. NRWS has been looking at grant opportunities to incorporate improvements with new composting technology.
- Work with Town staff to develop a plan to address scavenging of recyclables from the mixed recycling containers at businesses, on the curb, and in public facilities. COVE has been servicing the public containers throughout the Town and Park facilities. These locations have been heavily poached of California Redemption Value materials that helps COVE clients fund certain day programs.
- Work toward collaborating to establish and AD facility for vegetative waste and food scraps to increase diversion efforts. NRWS will continue to look for grant opportunities to subsidize a bulk of the infrastructure costs.

Attachments:

Exhibit A: 2013 Residential Accounts & Services by Month

Exhibit B: 2013 Commercial Accounts & Services by Month

Exhibit C: 2013 Roll Off / Industrial Accounts & Services by Month

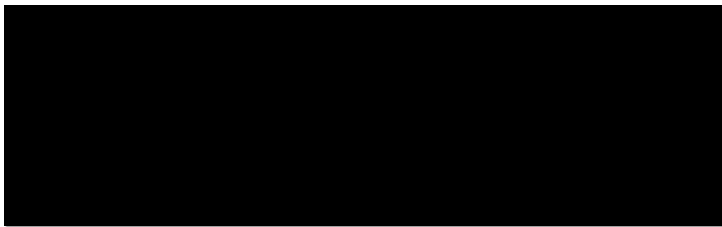


Exhibit G: 2013 Permanent Household Hazardous Waste Facility
Usage Log

Exhibit H: 2013 Material Handled by Type and Line of Business

Exhibit I: NRWS Customer Service Survey Summary Results

Exhibit: A

Exhibit A:
Residential Services Data

	2012 Annual	January	2013** February	March	April	May	June	July	August	Sept	October	Nov	Dec	Annual Ceiling
Number of households with Trash Services	8,977	8,995	8,989	9,008	9,008	8,984	9,000	9,032	9,009	8,987	8,997	8,997	8,985	9,032
Total Containers - Town	9,070	9,090	9,084	9,104	9,107	9,073	9,095	9,125	9,102	9,080	9,089	9,089	9,075	9,125
# of households - 35 gallon (sr. rate)	94	94	94	94	94	94	94	94	94	90	90	89	89	94
Containers out	94	94	94	94	94	94	94	94	94	90	90	89	89	94
# of households - 35 gallon Town	5,518	5,531	5,532	5,554	5,558	5,524	5,531	5,564	5,544	5,556	5,568	5,563	5,556	5,568
Containers out	5,561	5,574	5,575	5,599	5,606	5,562	5,577	5,609	5,590	5,602	5,614	5,611	5,601	5,614
# of households - 65 gallon Town	2,262	2,271	2,267	2,261	2,257	2,255	2,256	2,254	2,251	2,230	2,236	2,236	2,223	2,271
Containers out	2,274	2,283	2,279	2,273	2,269	2,267	2,267	2,265	2,262	2,241	2,247	2,247	2,234	2,283
# of households - 95 gallon Town	1,096	1,099	1,096	1,099	1,099	1,111	1,119	1,120	1,120	1,111	1,103	1,109	1,117	1,120
Containers out	1,136	1,139	1,136	1,138	1,138	1,150	1,157	1,157	1,156	1,147	1,138	1,142	1,151	1,157
# of households - wavier APN share	182	184	184	184	184	184	182	182	183	193	183	186	186	193
# of households - wavier expired code enforcement to handle	2	4	4	4	4	4	4	4	1	0	0	0	0	4
# of households - vacant	243	210	211	222	229	232	235	242	244	241	254	253	252	254
# of households - vacation hold	214	220	243	244	242	233	225	224	222	226	228	227	223	244
# of households - opt out of service	254	223	236	253	257	267	251	275	269	267	263	265	261	275
# of households - off street service	83	81	82	84	84	80	88	90	88	88	88	88	85	90
# of households - non pay	39	33	33	33	32	35	34	42	39	36	38	49	42	49
Number of Recycling Blue Cart Households	8,910	8,931	8,927	8,945	8,942	8,917	8,938	8,969	8,945	8,927	8,938	8,942	8,933	8,969
Total containers - Town	9,703	9,733	9,729	9,754	9,752	9,726	9,750	9,783	9,765	9,750	9,760	9,766	9,762	9,783
# of households - 65 gallon Town	745	744	739	736	743	739	736	731	723	721	713	708	700	744
Containers out	778	776	771	768	773	768	765	760	751	748	740	733	727	776
# of households - 95 gallon Town	8,160	8,187	8,188	8,209	8,199	8,178	8,202	8,238	8,222	8,206	8,225	8,236	8,233	8,238
Containers out	8,931	8,957	8,958	8,986	8,979	8,958	8,985	9,023	9,014	9,002	9,020	9,033	9,035	9,035
Number of Yard Waste Households	8,854	8,754	8,876	8,918	8,898	8,884	8,906	8,937	8,781	8,904	8,908	8,917	8,902	8,937
Total containers Town	14,032	13,919	14,087	14,175	14,184	14,171	14,211	14,248	14,054	14,219	14,281	14,285	14,272	14,285
# of households - 95 gallon Town	8,724	8,752	8,874	8,916	8,896	8,882	8,904	8,935	8,779	8,902	8,906	8,915	8,900	8,935
Containers out	13,886	13,915	14,083	14,171	14,180	14,167	14,207	14,244	14,050	14,215	14,277	14,281	14,268	14,281
# of households - 65 gallon Town	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Containers out	4	4	4	4	4	4	4	4	4	4	4	4	4	4

Exhibit: B

Exhibit B:
Commercial Service Data

	** 2013 **												Year to Date
	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	
Total Commerical Trash Bin Accounts Town of Paradise	299	300	300	302	303	303	303	304	307	304	305	303	307
Total Number of Bins	317	318	317	319	320	320	321	324	327	321	322	320	327
# of accounts 1 yd Town	5	5	5	5	5	5	5	5	6	6	6	6	6
Containers out	7	7	7	7	7	7	7	7	8	8	8	8	8
# of accounts 1.5 yd Town	2	2	2	2	2	2	2	2	2	3	3	3	3
Containers out	2	2	2	2	2	2	2	2	2	2	2	2	2
# of accounts 2 yd Town	167	168	168	168	169	168	167	164	166	163	163	163	169
Containers out	174	175	174	174	175	174	173	170	172	169	169	169	175
# of accounts 3 yd Town	53	53	53	54	54	54	55	56	56	58	60	58	60
Containers out	60	60	60	61	61	61	62	63	63	65	67	65	67
# of accounts 4 yd Town	54	54	54	55	55	55	55	57	57	54	54	54	57
Containers out	55	55	55	56	56	56	57	59	59	56	56	56	59
# of accounts 6 yd Town	18	18	18	18	18	19	19	20	20	20	19	19	20
Containers out	19	19	19	19	19	20	20	23	23	21	20	20	23
Total commerical Trash Carts Town of Paradise	347	346	345	344	344	346	343	344	353	348	347	349	353
Total Number of Trash Carts	1,933	1,931	1,943	1,933	1,933	1,938	1,937	1,949	1,981	1,940	1,939	1,942	1,981
# of accounts 35 gallon Town	100	100	102	100	98	99	97	94	97	95	95	94	102
Containers out	126	126	134	127	125	126	124	121	130	123	123	116	134
# of accounts 35 gallon Multi-family - Town	52	52	51	52	52	52	52	53	53	51	51	53	53
Containers out	1,524	1,523	1,529	1,527	1,526	1,531	1,534	1,544	1,567	1,534	1,532	1,542	1,567
# of accounts 65 gallon Paradise	54	53	52	51	52	54	54	54	54	54	54	53	54
Containers out	74	73	72	71	72	74	74	74	74	74	75	74	75
# of accounts 65 gallon Multi-family Town	0	0	0	0	0	0	0	0	0	0	0	0	0
Containers out	0	0	0	0	0	0	0	0	0	0	0	0	0
# of accounts 95 gallon Town	97	97	96	99	99	99	99	101	106	105	104	106	106
Containers out	119	119	118	122	122	121	121	124	122	121	121	122	124
# of accounts 2-95 gallon Town	44	44	44	42	43	42	41	42	43	43	43	43	44
Containers out	90	90	90	86	88	86	84	86	88	88	88	88	90
Total Cardboard Accounts	141	137	137	139	139	139	137	136	136	135	134	134	141
Total Cardboard Containers	150	149	148	150	152	151	149	148	149	146	146	147	152
Cardboard													
# of accounts 2 yd Town	67	67	67	68	67	68	68	67	67	67	66	65	68
Containers out	72	72	71	72	73	73	73	72	73	71	71	71	73
# of accounts 3yd Town	5	4	4	4	4	3	3	3	3	3	3	3	5
Containers out	5	4	4	4	4	3	3	3	3	3	3	3	5
# of accounts 4 yd Town	52	51	51	52	52	53	51	51	51	51	50	51	53
Containers out	56	55	55	56	56	57	55	55	55	55	54	55	57
# of accounts 6 yd Town	17	15	15	15	16	15	15	15	15	14	15	15	17
Containers out	17	18	18	18	19	18	18	18	18	17	18	18	19

	** 2013 **												Year to Date
	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	
Total Mixed	60	61	62	63	69	65	65	70	69	69	70	72	72
Total Mixed Recycling Bins	69	71	71	73	80	76	78	83	80	79	78	84	84
Mixed Recycling													
# of accounts 2 yd - Town	23	24	25	25	26	26	25	26	27	29	29	30	30
Containers out	22	24	24	25	26	26	27	27	26	27	28	30	30
# of accounts 3 yd - Town	2	2	2	2	2	2	3	3	3	4	4	3	4
Containers out	2	2	2	2	2	2	3	3	3	4	4	3	4
# of accounts 4 yd - Town	24	24	24	24	28	24	24	28	28	25	25	27	28
Containers out	27	27	27	27	31	27	27	32	32	29	29	31	32
# of accounts 6 yd -Town	11	11	11	12	13	13	13	13	11	11	12	12	13
Containers out	18	18	18	19	21	21	21	21	19	19	17	20	21
Yardwaste (Fall Temp)													
# of accounts 4 yd yardwaste	5	0	0	0	0	0	0	0	0	0	4	4	5
Containers out	5	0	0	0	0	0	0	0	0	0	6	6	6
# of accounts 6yd yardwaste	0	0	0	0	0	0	0	0	0	0	0	0	0
Containers out	0	0	0	0	0	0	0	0	0	0	0	0	0
Total accounts participating in cart recycling	519	518	517	514	519	519	507	526	524	519	503	502	526
Total containers - Town	2,400	2,402	2,399	2,420	2,411	2,479	2,380	2,443	2,454	2,417	2,370	2,371	2,479
# of accounts 65 gallon Town	56	52	54	56	57	55	54	59	57	55	54	52	59
Containers out	119	102	106	115	123	108	105	143	123	108	96	90	143
# of accounts 65 gallon (multi-family) Town	30	34	31	30	28	30	31	27	29	30	31	32	34
Containers out	1,103	1,116	1,110	1,120	1,093	1,180	1,114	1,086	1,127	1,112	1,120	1,125	1,180
# of accounts 95 gallon Town	413	411	412	408	413	415	406	425	423	419	403	403	425
Containers out	890	892	879	895	877	895	878	938	929	919	879	879	938
# of accounts 95 gallon (multi-family) Town	20	21	20	20	21	19	16	15	15	15	15	15	21
Containers out	288	292	304	290	318	296	285	276	275	278	275	277	318
Total Commerical Yard Waste Accounts Paradise	277	279	279	279	276	273	275	278	284	281	283	282	284
Total containers - Town	1,420	1,489	1,489	1,484	1,590	1,477	1,483	1,488	1,531	1,501	1,506	1,501	1,590
# of accounts 65 gallon (multi-family) Town	10	10	10	10	10	9	10	10	10	10	10	9	10
Containers out	333	333	333	332	441	328	331	333	334	333	333	328	441
# of accounts 95 gallon Town	244	241	247	242	242	239	239	242	246	243	245	247	247
Containers out	428	413	434	419	428	417	417	421	428	421	429	432	434
# of accounts 95 gallon (Multifamily) Town	23	28	22	27	24	25	26	26	28	28	28	26	28
Containers out	659	743	722	733	721	732	735	734	769	747	744	741	769

Exhibit: C

Exhibit C:
Roll Off Service Data

	** 2013 **												Annual
	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Total
Active accounts	52	53	56	56	64	59	69	58	60	62	60	47	696
MSW													
# of 10 yd Paradise	0	0	0	0	0	0	0	0	0	0	0	0	0
# of 20 yd Town	15	17	19	16	15	16	17	10	16	15	17	13	186
# of 30 yd Paradise	8	14	12	11	12	12	11	13	12	10	11	6	132
# of 40 yd Paradise	7	3	5	8	9	8	11	6	6	5	4	6	78
Mixed Recycling													
# of 10 yd Paradise	2	1	1	2	2	2	6	2	1	2	1	1	23
# of 20 yd Paradise	2	1	1	1	2	2	3	4	2	3	2	0	23
# of 30 yd Paradise	0	1	1	2	1	2	2	2	3	2	2	3	21
# of 40 yd Paradise	1	2	1	2	2	1	1	1	2	1	1	1	16
Yardwaste													
# of 20 yd Paradise	8	6	6	4	6	5	7	6	4	10	10	8	80
# of 30 yd Paradise	2	2	4	5	3	6	5	6	4	4	3	1	45
# of 40 yd Paradise	3	2	3	2	9	2	3	5	6	6	5	4	50
Active compactor accounts	4	4	3	3	3	3	3	3	4	4	4	4	42
# of 15 yd	1	1	1	1	1	1	1	1	1	1	1	1	12
# of 25 yd	2	2	0	0	0	0	0	0	0	0	0	0	4
# of 30 yd	1	1	2	2	2	2	2	2	3	3	3	3	26

Exhibit: G

Exhibit G: HHW Usage Log

Town of Paradise Permanent Household Hazardous Waste Collection Facility

<i>Date</i>	<i>Non Cust.</i>	<i>Paradise</i>	<i>Magalia</i>	<i>Butte Valley</i>	<i>Other</i>	<i>Total</i>
1/2/2013	0	15	1	0	0	16
1/12/2013	1	25	3	0	0	29
1/16/2013	1	25	1	0	0	27
1/26/2013	0	17	2	0	0	19
1/30/2013	0	28	3	0	0	31
2/9/2013	2	34	1	1	0	38
2/13/2013	0	18	3	0	0	21
2/23/2013	0	32	4	0	0	36
2/27/2013	0	39	0	0	0	39
3/9/2013	0	27	1	0	0	28
3/13/2013	0	34	0	0	1	35
3/23/2013	0	29	2	0	0	31
3/27/2013	0	21	1	0	1	23
4/6/2013	0	31	1	0	0	34
4/10/2013	0	26	0	1	0	27
4/20/2013	2	36	5	1	0	44
4/24/2013	2	31	2	0	2	37
5/4/2013	1	32	2	0	0	34
5/8/2013	1	22	2	0	0	25
5/18/2013	2	38	3	0	1	44
5/22/2013	0	26	1	1	0	28
5/31/2013	0	19	1	0	0	20
6/5/2013	3	31	4	0	0	38
6/15/2013	0	25	3	0	0	28
6/19/2013	0	35	3	0	0	38
6/29/2013	1	36	5	0	0	42
7/3/2013	0	23	2	0	0	25
7/13/2013	2	31	3	0	0	36
7/17/2013	0	21	4	0	0	25
7/27/2013	1	33	3	0	0	37
7/31/2013	0	32	2	0	0	34
8/10/2013	0	38	5	1	0	44
8/14/2013	0	32	4	0	0	36
8/24/2013	0	35	3	0	0	38
8/28/2013	0	26	0	0	0	26
9/7/2013	0	37	2	0	0	39
9/11/2013	0	18	3	0	0	21
9/21/2013	1	22	0	0	0	23
9/25/2013	2	26	0	0	0	28
10/5/2013	0	32	2	0	0	34
10/9/2013	0	25	1	0	0	26
10/19/2013	0	28	4	0	0	32
10/23/2013	2	32	1	0	0	35
11/2/2013	1	34	2	0	0	36
11/6/2013	2	38	5	0	0	45
11/16/2013	0	32	3	0	0	35
11/20/2013	0	17	1	0	0	18
11/30/2013	0	27	1	1	0	29
12/4/2013	1	20	0	0	0	21
12/14/2013	0	20	0	0	0	20
12/18/2013	1	17	2	0	0	20
12/28/2013	1	23	1	0	0	25
TOTAL	30	1451	108	6	5	1600

Exhibit: H

Exhibit H: 2013 Material Handled by Type and Line of Business

Town of Paradise Solid Waste and Recycling Annual Report

2013

Name of Solid Waste Company: Northern Recycling & Waste Services

DISPOSED MATERIAL						Paradise	Total
Total Residential Customers 12/31						8985	8985
Total Commercial Customers 12/31						652	652
NRLF Residential - Tons						6771.52	6771.52
NRLF - Commercial - Tons						3468.22	3468.22
NRLF - Roll-Off						1539.11	1539.11
Exported - Residential						0	0
Exported - Commercial						0	0
Exported - Roll-off						0	0
Total Customers	0	0	0	0	0	9637	9637
Total Tons	0	0	0	0	0	11778.85	11778.85
BRWMA Totals							0

2013 Total

RECYCLED MATERIAL	Recycling Collection Method (Columns B-F)					Total Collected	Percent of Total
	Transfer Station / MRF	Residential Curb-side	Commercial	Buy-Back/ Drop-off	Drop-Boxes		
Material Inflow	4358.42	9705.23				14063.65	
Aluminum	0	27.71	2.95	49.42	0	80.08	0.50%
Cardboard	0	582.37	448.64	0	0	1031.01	6.41%
Glass	0	752.05	79.94	134.91	0	966.9	6.02%
Newspaper	0	0	0	0	11.5	11.5	0.07%
Mixed Paper	0	1541.26	163.81	0	2.72	1707.79	10.63%
PET	0	74.36	7.9	25.78	0	108.04	0.67%
HDPE	0	90.58	9.63	0.89	0	101.1	0.63%
Other Plastics	0	92.61	9.84	0	0	102.45	0.64%
Scrap Metal	0	30.76	3.27	147.78	8.63	190.44	1.18%
Bi-Metal	0	53.07	5.84	0	0	58.71	0.37%
Wood Waste	0	0	0	0	21	21	0.13%
Yard Waste	4358.42	6254.22	116.9	0	442.37	11171.91	69.51%
C&D	0	0	0	0	48.49	48.49	0.30%
Mixed Recyclables	0	0	0	0	14.42	14.42	0.09%
Electronic Materials	0	0	0	101.21	0	101.21	0.63%
Inert Material	0	0	0	71.86	266.6	338.46	2.11%
Batteries	0	0	0	7.77	0	7.77	0.05%
Oil & Antifreeze	0	0	0	10.92	0	10.92	0.07%
Foodwaste	0	0	0	0	0	0	0.00%
Totals	4358.42	9498.99	848.52	550.54	815.73	16072.2	
Total residuals	0	206.24					

Estimated percentage of accounts participating in recycling programs: %

Waste Diversion:	%	57.7%	Diverted	Actual tons	TOTAL
			16,072.20	11,778.85	27,851.05

Exhibit I:

NRWS Customer Satisfaction Survey

Conducted: Oct 2013 - Feb 2014

Q1. What is your street address? ** Must provide to be entered to win free year of service.

Answer Options	Response Count
	2002
answered question	2002
skipped question	0

Q2. Are you a business or a resident?

Answer Options	Response Percent	Response Count
Business	3.42%	68
Resident	93.15%	1850
Both	3.42%	68
	answered question	1986
	skipped question	18

Q3. Please rate your overall satisfaction with your trash and recycling service? (1 being lowest)

Answer Options	Response Percent	Response Count
1	0.65%	13
2	15%	3
3	1.86%	37
4	15.47%	308
5	81.87%	1630
	answered question	1991
	skipped question	13

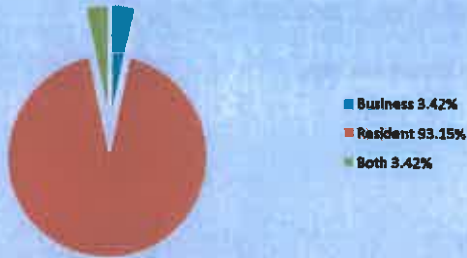
Q4. Do you feel you have enough information about what is recyclable and what is not? (1 being lowest)

Answer Options	Response Percent	Response Count
1	0.40%	8
2	0.70%	41
3	5.74%	114
4	24.86%	494
5	68.29%	1367
	answered question	1987
	skipped question	17

Q5. Please rate your pickup; does it occur properly and on schedule (1 being the lowest)

Answer Options	Response Percent	Response Count
1	0.20%	4
2	0.35%	7
3	1.51%	30
4	9.81%	195
5	88.12%	1751
	answered question	1987
	skipped question	17

Q2. Are you a business or a resident?



Q3. Please rate your pickup. Does it occur properly and on the right schedule? (1 being lowest)



Q4. Please rate the billing. Is it accurate? (1 being lowest)



Q5. Please rate the newsletter. (1 being the lowest)



Q6. Please rate NRWS customer service. (1 being the lowest)



Q7. Please rate NRWS website; do you feel you have access to enough information? (1 being the lowest)



Q8. Please rate your overall satisfaction with NRWS service. (1 being lowest)



Q9. Please rate the website? (1 being the lowest)



Q10. Please rate your overall satisfaction with NRWS service (1 being the lowest) Response Count



MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – April 08, 2014

1. OPENING

The Regular Meeting of the Paradise Town Council was called to order by Mayor Scott Lotter at 6:05 pm in the Town Council Chamber located at 5555 Skyway, Paradise, California. Following the Pledge of Allegiance to the Flag of the United States of America, the invocation was offered by Council Member John J. Rawlings.

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

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Town Clerk Joanna Gutierrez, Town Manager Lauren Gill, Town Attorney Dwight Moore, Finance Director Gina Will, Assistant Town Clerk Dina Volenski, Human Resource Manager Crystal Peters, Administrative Analyst Colette Curtis, Community Development Director Craig Baker, Town Engineer Marc Mattox, Public Works Manager Paul Derr, Acting Police Chief Steve Rowe, Division Chief David Hawks

1e. Proclamations/Presentations:

- (1) The Child Abuse Prevention Month Proclamation was presented to Kelly Doty, Youth For Change (180-40-24)
- (2) The Sexual Assault Awareness Month proclamation was presented to Danielle Serna, Rape Crisis Intervention. (180-40-24)

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS

- 2a. No action requested, report for information update only. The objective of the Downtown Paradise Safety Project is to address existing challenges along Skyway between Vista Way and Elliott Road. In the previous 10 years, over 90 injury collisions have occurred in these limits, including 3 fatalities. The absolute priority for the project is safety. The Downtown Paradise Safety Project presents an opportunity for a public investment in the community by creating a safer commercial corridor which addresses high speeds, difficult crosswalks, limited parking, common collision hazards, and an aging roadway. These objectives may be achieved by accepting a reduction in lanes and small delays in travel time during the peak commute periods.

Engineer Mattox stated the focus of this update is to report on the March 20, 2014 workshop, the second public workshop relating to the project. There were 30 attendees at the workshop, and 24 responded to the survey. Survey results indicated a 50/50 split in response to the question, do you feel safe in the downtown corridor. Combined

survey results from both public workshops indicate a majority believe change is needed in the downtown. The top three concerns addressed at the workshop were high speeds of motorists, difficult pedestrian crossing and safety in general. Engineer Mattox stated that the queue times could be improved by optimizing signal timing and coordinating the signals at Skyway/Elliott and Skyway/Pearson and that he is investigating the coordination with the signal at Skyway/Neal. The next step is for the Council to consider approving the design and authorizing staff to solicit construction bids. (950-40-19)

Mayor Lotter opened the matter for public comment.

1. Ward Habriel stated that he appreciates the efforts of the Town Engineer, suggested if the timing or synchronizing of the signals would help to slow traffic why not do this now, that the petitions against the project have been signed by a varied cross-section of the community, he could provide an additional 100 signatures against the project, and that he thinks it makes sense for the Town to do a trial run on the drop lanes before deciding on the project.
2. Cheryl Larmore shared her evacuation experience during the 2008 wild land fires, that she is concerned about emergency evacuation with only two lanes on Skyway, that road construction will have a negative impact on her business and doesn't think that one lane slowing traffic will have a positive impact on the business community, and would like to see the traffic signal synchronization and crosswalks improved.
3. Mike Pollock stated that he has noticed the many meetings that have taken place for this project, that there were not so many meetings for the project on Pearson, and he is concerned that people wanting to park along Skyway will create problems and that he has not seen any efforts to slow the traffic.

3. CONSENT CALENDAR

MOTION by Bolin, seconded by Rawlings, adopted all Consent Calendar items as presented (3a – 3e). Roll call vote was unanimous.

- 3a. Approved Minutes of the 3/11/2014 Regular Meeting and the 3/19/2014 Special Meeting.
- 3b. Approved March 2014 Cash Disbursements Report in the amount of \$1,208,739.36. (310-10-30)
- 3c. Authorized re-instatement of the position of Police Trainee. Currently the hourly wage for an "A" step Sworn Police Officer is \$18.39 an hour (\$3187.60 monthly), plus benefits. The Police Trainee would be established at \$15.06 an hour (\$2,610.40 monthly). Upon successfully completing the Law Enforcement academy, the Town of Paradise Field

Training program, and the probationary period, the trainee would qualify for academy tuition reimbursement of up to \$3,500. (610-10-015, 610-10-017 & 610-10-018)

- 3d. (1) Accepted the Fire Station No. 83 Remediation project as complete; (2) Authorized the Town Clerk to file a Notice of Completion with the County Recorder's Office; and, (3) Authorized the payment of the 5% retention to the contractor, Truitt Group, of Oroville, California, after the 35-day lien period. Total cost of project is \$14,892.00. (510-20-073)
- 3e. Accepted animal shelter donation of \$800.00 from Paradise Community Council and approved a thank-you letter from the Mayor. (395-50-13)

4. PUBLIC HEARING PROCEDURE

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

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

5. PUBLIC HEARINGS - None.

6. PUBLIC COMMUNICATION

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

- 1. Ward Habriel complimented the Town Council for the speaker cards and the time limits, that the Paradise Irrigation District Board is now using the Town's method and the PID meetings have improved as a result.
- 2. Ray Harrington invited the Town Council and community to participate in the 56th Annual Gold Nugget Days celebration and noted that this festival raises more money for non-profits than any other weekend of the year.
- 3. Michael Larmore stated the he was issued an encroachment permit to work on the road that was subsequently revoked, that he would like road base in the dip, which is in the encroachment area, as he thinks the dip has created a safety hazard relating to egress off the public street into his driveway.

Town Manager Gill explained that the encroachment permit was issued in error, that State law requires the permit be issued only to a licensed contractor and invited Mr. Larmore to come to Town Hall tomorrow morning to meet with her on this matter.

7. COUNCIL CONSIDERATION

- 7a. Administrative Analyst Colette Curtis reported to Council regarding the Community Development Block Grant (CDBG) Annual Action Plan, reported on the procedural review process to date, which includes two public hearings and sub-recipient award process and recommended that the Town Council approve the sub-recipient awards and the annual plan as presented.

MOTION by Rawlings, seconded by Jones, (1) Adopted the 2014-15 Sub recipient funding recommendations regarding grant funding for local organizations; (2) Adopted the FINAL 2014-2015 Annual Plan as submitted; and (3) Authorized staff to submit the adopted 2014-2015 Annual Plan to the U.S. Department of Housing and Urban Development. Roll call vote was unanimous. (710-10-81)

- 7b. Town Manager Gill reported to Council that she met with the Community Development Director and the Town Attorney regarding the circumstances that led up to the Town Council adoption of interim urgency ordinance No. 539, the current status of fences, gates and structures within private roadway easement, and how the establishment of fences, gates and structures within such easements might impact the delivery of emergency police, fire and medical services to residents who use a private roadway easement. This included review of how other jurisdictions regulate or do not regulate private roadway easements. As a result of the meeting, two options are being presented to the Town Council for consideration. In the first option, the proposed ordinance regulates the establishment of fences and barriers, including gates, in a private roadway easement by requiring the consent of all persons with a legal right to use such an easement. The second option is a proposed ordinance that does not contain any regulations relating to fences within private roadway easements. Under the second option, the Town would have no involvement in the establishment of fences, structures or gates within a private roadway easement. In both options the term "fence" is defined to include any barrier or structure, including a gate. If the Town Council elects either of these options, the Planning Commission will need to consider and make a recommendation to the Council before any action is taken to amend Paradise Municipal Code Title 17 relating to the zoning.

Mayor Lotter opened the matter for public comment.

1. Max Barteau stated that he thinks option two is the only option, that written agreements must be recorded to have effect, that the interim ordinance was enacted on the basis of provision of emergency services and the proposed ordinance makes no mention of the public safety issues, and that although local law can override easement law with police power in the zoning ordinance, he thinks the proposed action is much more drastic than necessary.

The MOTION by Rawlings, seconded by Jones, to direct Planning Commission to consider a text amendment to the Paradise Municipal Code that would delete the regulation of fences within or across private roadway easements **DID NOT PASS**. Ayes of Jones and Rawlings; noes of Bolin, Culleton and Mayor Lotter.

MOTION by Culleton, seconded by Bolin, directed the Planning Commission to consider adopting a resolution recommending Town Council adoption of a text amendment to Paradise Municipal Code Title 17 concerning the regulation of fences within or across private roadway easements. Ayes of Bolin, Culleton, Jones, and Mayor Lotter; no of Rawlings. (540-16-108)

MOTION by Culleton, seconded by Rawlings, concurred with the Town Manager's report relating to Interim Urgency Ordinance No 539 enacting a moratorium on the establishment of fences, gates or barriers within or across private access easements. Roll call vote was unanimous. (540-16-108)

7c. Manager Gill reported to Council regarding the request for Town Council to consider approving a ballot measure that would, upon approval of the voters, impose a one-half percent temporary transaction and use tax increase (sales tax) on the citizens of Paradise for a ten-year period. Manager Gill stated that it is appropriate for the Council to consider this revenue measure in order to maintain and improve critical public safety and infrastructure needs such as police protection, fire suppression, and to provide for future capital improvements (downtown sewer system, street maintenance). Manager Gill stated that it is important for the Council and citizens to understand that although a balanced budget was adopted, it was adopted with a structural deficit. A structural deficit is one that exists due to lack of funding for critical infrastructure, such as providing public safety vehicles and equipment, building maintenance, road repairs, and development of a wastewater treatment system to help solve the downtown problems.

Finance Director Will displayed a power point that reviewed the previous measures taken by staff, at the direction of the Town Council, to reduce expenditures which includes a 44% workforce reduction, salary and benefit cuts, deferred capital improvements, deferred equipment purchase and the use of volunteers wherever possible and appropriate. If approved, by the voters, the one-half percent sales tax would generate

approximately \$850,000 per year that would be used to address the structural deficit.

Mayor Lotter opened the matter for public comment.

1. Fred Aldred stated that he is interested in hearing how the Town Council plans to sell this ballot measure so that they can counter, and thanked Lauren and Gina for their information. Mr. Aldred stated that the Town's Transient Occupancy Tax (TOT) measure increased the bed tax and was sold on the promise that a portion of these monies would go to the Gold Nugget Museum, the Paradise Performing Arts Center and the Chamber of Commerce, but that funding has been pulled from those entities and placed in the Town's General Fund.
2. Ward Habriel stated that he thinks the problem is in declining property values, that unlawful marijuana grows on property next to his rental property has inhibited his ability to retain renters because of the smell and the Town has only sent a nasty letter, and that the presence of abandoned buildings in Town are also bringing down property values.
3. Tobias Hook thanked staff for the budget presentation, that he is totally opposed to any tax increase to the citizens of Paradise, that California has the highest tax rate in the nation, that he would like Council to explore other options for revenue, that he doesn't think it is fair to suffer from mismanagement of past governments, and asked Council to vote no about putting the sales tax on the ballot and that he thinks there needs to be more public debate and a meeting of the oversight committee.
4. Linda Horton-Lyons asked if the measure is placed on the ballot, what will be the language, will there be a sunset clause to reverse it out, and that she thinks the ten-year term is too long.
5. Bob Bieler stated that he appreciates hearing what is going on with the Town, that he has never heard the financial condition explained so well and thanked the Town for considering the ballot initiative.
6. Derek Onstein stated that when the economy took a downward turn, it hurt his business badly, that he lost revenue and had to reduce his workforce and equipment maintenance to accommodate the loss of income, that he thinks the on-going public service retirements are the burden, that a sales tax for Paradise will be one more reason for people to go to Chico and asked Council to vote against the ballot measure.
7. Ray Harrington stated that the California state government has the largest surplus it has had in years, asked what is the League of California Cities doing to get back some of that money, that the Governor has his own

plans for the money and that it is up to our legislators to set up a plan for the money and asked Council and staff to make contact with our state legislators.

Council concurred that the ordinance should sunset date after six years, and directed that Section 5 of the ordinance read as follows: The tax levied by this ordinance shall continue at the rate of 0.50% from April 1, 2015 until March 31, 2021. The authority to levy the tax imposed by this ordinance shall expire six (6) years from the operative date of this ordinance.

MOTION by Culleton, seconded by Rawlings, (1) Waived the reading of entire proposed Ordinance No. 540 and approved reading by title only. Roll call vote was unanimous. (540-16-110)

MOTION by Culleton, seconded Rawlings, introduced Ordinance No. 540, An Ordinance Adding Chapter 3.22 to the Paradise Municipal Code regarding a Transactions and Use Tax to be Administered by the State Board of Equalization. Ayes of Culleton, Jones, Rawlings and Mayor Lotter; no of Bolin. (540-16-110)

8. COUNCIL COMMUNICATION (Council Initiatives)

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

Council Member Rawlings reported the he attended a League of California Cities (LCC) Employee Relations Policy Committee meeting in Ontario, an LCC Quarterly Division meeting in Orland and reviewed pending legislation and its possible effects on cities. Mayor Lotter noted that Council Member Rawlings attended all meetings at his own expense and thanked him for his efforts.

Council Member Culleton reported that he will be the announcer for the Gold Nugget Day Parade, that he attended the Butte County Association of Government & Butte County Air Quality Management District meetings; discussed bus ridership and funding for the BCAG bus barn and B-line offices.

8b. Discussion of future agenda items – None.

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

9a. Town Manager oral reports

10. CLOSED SESSION

10a. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Lauren Gill, Gina Will and Crystal

Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Paradise Police Officers Association, Confidential Mid-Management Association, General Employees Unit, Police Mid-Management Unit and the Management Group.

- 10b. Pursuant to Government Code Section 54956.9(d)(1), the Town Council will hold a closed session relating to the following pending litigation: Brinkerhoff v. Town of Paradise, U.S. District Court, Eastern District of California, Case No. 2:10-cv-00023-MCE-GGH.
- 10c. Pursuant to Government Code Section 54956.9(d)(1), that the Town Council will hold a closed session with the Town Attorney relating to the following pending litigation: Town of Paradise, a Municipal Corporation, vs. Rose E. Kallunki; Pacific Gas and Electric Company; Doe 1 through Doe 50, inclusive, Butte County Superior Court Case No. 161781.

Mayor Lotter reconvened the meeting at 9:36 p.m. Town Attorney Moore announced that direction was given and no action taken in closed session.

11. ADJOURNMENT

Mayor Lotter adjourned the meeting at 9:36 p.m.

DATE APPROVED:

By: _____
Scott Lotter, Mayor

Joanna Gutierrez, CMC, Town Clerk

MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 6:00 PM – April 22, 2014

1. OPENING

The special meeting of the Town Council of the Town of Paradise was called to order in the Town Council Chamber located at 5555 Skyway, Paradise, California at 6:00 pm by Mayor Scott Lotter who led the Pledge of Allegiance to the Flag of the United States of America.

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

COUNCIL MEMBERS ABSENT None.

STAFF PRESENT: Town Manager Lauren Gill, Town Clerk Joanna Gutierrez, Town Attorney Dwight Moore, Community Development Director Craig Baker, Acting Police Chief Steve Rowe, Assistant Town Clerk Dina Volenski, Building Official/Fire Marshal Anthony Lindsey and Assistant Planner Susan Hartman.

2. PUBLIC HEARING

Mayor Lotter announced that the Town Council would conduct the duly noticed public hearing for the Town Council to consider adopting an ordinance making findings and extending Ordinance No. 539 for an additional 10 months and 15 days in accordance with Government Code Section 65858. Ordinance No. 539 is an interim urgency ordinance of the Paradise Town Council that enacted a 45-day moratorium on the establishment of fences, gates or barriers within or across private access easements within the Town of Paradise. Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061 (b)(3), the proposed ordinance extension is exempt from environmental review because there is no possibility that the extension of the moratorium will have a significant effect on the environment.

At the close of the hearing the Town Council will consider: (1) Waiving the reading of entire Ordinance No 541 and approve reading by title only; and, (2) Adopting Ordinance No. 541, An Ordinance Extending Interim Urgency Ordinance No. 539 Enacting a Moratorium on the Establishment of Fences, Gates or Barriers Within or Across Private Access Easements.

Community Development Director Craig Baker reported to Council that staff recommends adoption of the proposed ordinance to extend the moratorium in order to allow the Planning Commission time to consider Council’s direction for the Planning Commission to review and make recommendations for amendment to the Town’s zoning regulations relating to establishment of fences/gates/barriers in the access easements. The Planning Commission will consider the matter at their May 20, 2014 regular meeting.

Mayor Lotter opened the public hearing at 6:07 pm.

1. Max Barteau stated that he doesn't believe the proposed ordinance meets the statutory requirements for an urgency ordinance and asked Council to not adopt the proposed ordinance.
2. Jon Remalia stated that there was a gate on the easement when he purchased the property on Gregory Lane, that he was required by the Fire Department to widen the gate, and that there was a prior agreement between the parties to have the gate. He stated that he worked with Tony Lindsey to see that all requirements for the gate were met, that he doesn't believe there is any reason for the urgency ordinance, and that to develop his lot for the intended purpose the gate had to be widened. Mr. Remalia stated that the Bettises were in agreement in 2012 to widen the gate and asked Council to let the court deal with the changing of the gate.
3. Dana Bettis, property owner on Gregory Lane, stated that there was never a gate, that he put up a temporary gate to prevent vandalism, and there was never a gate in existence before this temporary gate was put up. Mr. Bettis stated that Jon (Remalia) has no title or ownership to his property, that it is wrong to allow anyone to build something on someone else's property and that there is no entitlement other than ingress and egress.

Mayor Lotter closed the public hearing at 6:15 p.m.

- 2a. **MOTION by Culleton, seconded by Jones**, (1) Waived the reading of entire Ordinance No. 541 and approved reading by title only; and, (2) Adopted Ordinance No. 541, An Ordinance Extending Interim Urgency Ordinance No. 539 Enacting a Moratorium on the Establishment of Fences, Gates or Barriers Within or Across Private Access Easements. Roll call vote was unanimous.

3. CLOSED SESSION

At 6:16 p.m. Mayor Lotter announced that pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Paradise Police Officers Association, Confidential Mid-Management Association, General Employees Unit, Police Mid-Management Unit and the Management Group.

Mayor Lotter reconvened the meeting at 6:42 p.m.

Attorney Moore requested that the Council consider taking formal action in order that the record clearly reflect that the proposed extension of urgency Ordinance No. 539 is exempt from environmental review, as stated on the agenda.

- 3a. **MOTION by Bolin, seconded by Culleton**, declared pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) that the proposed ordinance extension proposed by Ordinance No. 541 is exempt from environmental review because there is

no possibility that the extension of the moratorium will have a significant effect on the environment. Roll call vote was unanimous.

Attorney Moore announced that no action was taken in closed session.

4. ADJOURNMENT

Mayor Lotter adjourned the special meeting at 6:42 p.m.

DATE APPROVED:

By: _____
Scott Lotter, Mayor

Joanna Gutierrez, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
APRIL 1, 2014 - APRIL 30, 2014

April 1, 2014 - April 30, 2014

Check Date	Pay Period End	DESCRIPTION	AMOUNT
04/11/14	04/06/14	Net Payroll - Direct Deposits & Checks	\$102,767.11
04/25/14	04/20/14	Net Payroll - Direct Deposits & Checks	\$105,361.41
TOTAL NET WAGES PAYROLL			\$208,128.52
Accounts Payable			
PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.			\$239,883.01
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.			\$242,954.93
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)			<u>\$482,837.94</u>
GRAND TOTAL CASH DISBURSEMENTS			<u><u>\$690,966.46</u></u>

APPROVED BY: _____
LAUREN GILL, TOWN MANAGER

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

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2014 - To Payment Date: 4/30/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
Check									
60125	04/01/2014	Open			Accounts Payable	BRUNO, SHERRY	\$53.77		
60126	04/01/2014	Open			Accounts Payable	BUZZARD , CHRIS	\$592.07		
60127	04/01/2014	Open			Accounts Payable	HAUNSCHILD, MARK	\$318.55		
60128	04/01/2014	Open			Accounts Payable	HOUSEWORTH, JERILYN	\$129.85		
60129	04/01/2014	Open			Accounts Payable	MARABLE, VIRGINIA	\$180.26		
60130	04/01/2014	Open			Accounts Payable	MOORE, DWIGHT, L.	\$13,110.00		
60131	04/01/2014	Open			Accounts Payable	SBA Monarch Towers III LLC	\$112.49		
60132	04/01/2014	Open			Accounts Payable	US BANCORP OFFICE EQUIP FINANCE SERVICES	\$572.03		
60133	04/01/2014	Open			Accounts Payable	WESTAMERICA BANK	\$770.70		
60134	04/03/2014	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$53.93		
60135	04/03/2014	Open			Accounts Payable	ACE RENTALS	\$16.71		
60136	04/03/2014	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
60137	04/03/2014	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$106.60		
60138	04/03/2014	Open			Accounts Payable	ANDERSON, KATE	\$45.00		
60139	04/03/2014	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$53.48		
60140	04/03/2014	Open			Accounts Payable	AT&T MOBILITY	\$52.95		
60141	04/03/2014	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$45.00		
60142	04/03/2014	Open			Accounts Payable	Big O Tires	\$15.00		
60143	04/03/2014	Open			Accounts Payable	BLM TECHNOLOGIES, INC.	\$45.29		
60144	04/03/2014	Open			Accounts Payable	BUTTE COUNTY CREDIT BUREAU	\$42.00		
60145	04/03/2014	Open			Accounts Payable	CERTIFIED SECURITY SYSTEM INCORPORATED	\$240.00		
60146	04/03/2014	Open			Accounts Payable	DAY WIRELESS SYSTEMS - MILWAUKIE, OR	\$485.00		
60147	04/03/2014	Open			Accounts Payable	DOUG DANZ	\$104.97		
60148	04/03/2014	Open			Accounts Payable	FEDERAL EXPRESS	\$28.44		
60149	04/03/2014	Open			Accounts Payable	FOOTHILL MILL & LUMBER	\$14.75		
60150	04/03/2014	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$118.25		
60151	04/03/2014	Open			Accounts Payable	HANCOCK PETROLEUM ENGINEERING	\$321.25		
60152	04/03/2014	Open			Accounts Payable	HELENA SPECIALTY PRODUCTS	\$379.30		
60153	04/03/2014	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$456.61		
60154	04/03/2014	Open			Accounts Payable	HUNTERS PEST CONTROL	\$55.00		
60155	04/03/2014	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$984.60		
60156	04/03/2014	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$125.00		
60157	04/03/2014	Open			Accounts Payable	JENKINS, MICHAEL	\$146.00		
60158	04/03/2014	Open			Accounts Payable	JOHN REGH INLAND LEASING	\$427.85		
60159	04/03/2014	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$510.84		
60160	04/03/2014	Open			Accounts Payable	M.S. TEDESCO CONSTRUCTION	\$595.00		
60161	04/03/2014	Open			Accounts Payable	M.S. TEDESCO CONSTRUCTION	\$1,735.20		
60162	04/03/2014	Open			Accounts Payable	MARQUIS, JOSH	\$445.51		
60163	04/03/2014	Open			Accounts Payable	MCGREGOR CONSTRUCTION CO INC	\$490.00		
60164	04/03/2014	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$7,957.33		
60165	04/03/2014	Open			Accounts Payable	O'REILLY AUTO PARTS	\$275.45		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2014 - To Payment Date: 4/30/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
60166	04/03/2014	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$498.21		
60167	04/03/2014	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$7,652.28		
60168	04/03/2014	Open			Accounts Payable	PARADISE DIVE CENTER	\$89.67		
60169	04/03/2014	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$583.68		
60170	04/03/2014	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$97.59		
60171	04/03/2014	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,450.55		
60172	04/03/2014	Open			Accounts Payable	Riebes Auto Parts	\$190.88		
60173	04/03/2014	Open			Accounts Payable	SIEMENS INDUSTRY, INC	\$4,522.29		
60174	04/03/2014	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$60.00		
60175	04/03/2014	Open			Accounts Payable	SKYWAY PET HOSPITAL,	\$49.25		
60176	04/03/2014	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$368.02		
60177	04/03/2014	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$283.33		
60178	04/03/2014	Open			Accounts Payable	THOMAS HYDRAULIC & HARDWARE SUPPLY, INC.	\$46.66		
60179	04/03/2014	Open			Accounts Payable	Tri Flame Propane	\$107.59		
60180	04/03/2014	Open			Accounts Payable	TRUITT GROUP	\$14,892.00		
60181	04/03/2014	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
60182	04/03/2014	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$476.76		
60183	04/03/2014	Open			Accounts Payable	VERIZON WIRELESS	\$535.94		
60184	04/03/2014	Open			Accounts Payable	Vigilant Canine Services	\$175.00		
60185	04/03/2014	Open			Accounts Payable	VistaNet Inc.	\$127.64		
60186	04/03/2014	Open			Accounts Payable	BLOOD SOURCE	\$42.00		
60187	04/03/2014	Open			Accounts Payable	Met Life	\$7,491.71		
60188	04/03/2014	Open			Accounts Payable	OPERATING ENGINEERS	\$588.00		
60189	04/03/2014	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,073.54		
60190	04/03/2014	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,048.92		
60191	04/03/2014	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$705.22		
60192	04/03/2014	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$140.00		
60193	04/08/2014	Open			Accounts Payable	Paradise Community Wellness Connection	\$2,751.52		
60194	04/11/2014	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$550.00		
60195	04/11/2014	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$449.76		
60196	04/11/2014	Open			Accounts Payable	STATE OF CALIFORNIA FRANCHISE TAX BOARD	\$150.00		
60197	04/17/2014	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$63.93		
60198	04/17/2014	Open			Accounts Payable	ACE RENTALS	\$36.00		
60199	04/17/2014	Open			Accounts Payable	ALLSTAR FIRE EQUIPMENT	\$1,372.12		
60200	04/17/2014	Open			Accounts Payable	ANDORA MEDIA	\$160.61		
60201	04/17/2014	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$53.48		
60202	04/17/2014	Open			Accounts Payable	AT&T	\$104.19		
60203	04/17/2014	Open			Accounts Payable	AT&T	\$983.04		
60204	04/17/2014	Open			Accounts Payable	AT&T CALNET 2-REPEATER LINES	\$199.44		
60205	04/17/2014	Open			Accounts Payable	AT&T-COMMUNITY PARK	\$16.31		
60206	04/17/2014	Open			Accounts Payable	AT&T/CAL NET 2	\$3,462.01		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2014 - To Payment Date: 4/30/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
60207	04/17/2014	Open			Accounts Payable	BASIC LABORATORY	\$623.00		
60208	04/17/2014	Open			Accounts Payable	BATTERIES PLUS	\$295.13		
60209	04/17/2014	Open			Accounts Payable	BUTTE CO AIR QUALITY MANAGEMENT DISTRICT	\$239.50		
60210	04/17/2014	Open			Accounts Payable	BUTTE CO RECORDER	\$56.00		
60211	04/17/2014	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$1,803.30		
60212	04/17/2014	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$94.50		
60213	04/17/2014	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$407.78		
60214	04/17/2014	Open			Accounts Payable	CATALYST WOMEN'S ADV. INC.	\$1,360.00		
60215	04/17/2014	Open			Accounts Payable	CERTIFION CORPORATION D.B.A. ENTERSECT	\$84.95		
60216	04/17/2014	Open			Accounts Payable	Coldwell Banker Ponderosa	\$1,500.00		
60217	04/17/2014	Open			Accounts Payable	COMCAST CABLE	\$85.60		
60218	04/17/2014	Open			Accounts Payable	COMCAST CABLE	\$95.60		
60219	04/17/2014	Open			Accounts Payable	COMCAST CABLE	\$245.60		
60220	04/17/2014	Open			Accounts Payable	COMCAST CABLE	\$245.60		
60221	04/17/2014	Open			Accounts Payable	COMP	\$428.25		
60222	04/17/2014	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$220.50		
60223	04/17/2014	Open			Accounts Payable	DIETZ EQUIPMENT SALES	\$7,667.63		
60224	04/17/2014	Open			Accounts Payable	DIVISION OF THE STATE ARCHITECT	\$3.60		
60225	04/17/2014	Open			Accounts Payable	DON'S SAW & MOWER	\$62.87		
60226	04/17/2014	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$127.34		
60227	04/17/2014	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$704.00		
60228	04/17/2014	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$103.86		
60229	04/17/2014	Open			Accounts Payable	GRAY MATTER COMPUTING	\$40.00		
60230	04/17/2014	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$896.99		
60231	04/17/2014	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$779.34		
60232	04/17/2014	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$370.00		
60233	04/17/2014	Open			Accounts Payable	JC NELSON SUPPLY COMPANY	\$382.22		
60234	04/17/2014	Open			Accounts Payable	Jim Fields Construction	\$892.95		
60235	04/17/2014	Open			Accounts Payable	KAMM, SHIRLEY	\$12.21		
60236	04/17/2014	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$139.75		
60237	04/17/2014	Open			Accounts Payable	Larmore, Michael	\$207.54		
60238	04/17/2014	Open			Accounts Payable	Larson, Tiffany	\$23.00		
60239	04/17/2014	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
60240	04/17/2014	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$40,000.00		
60241	04/17/2014	Open			Accounts Payable	MUNICIPAL CODE CORP	\$266.60		
60242	04/17/2014	Open			Accounts Payable	NCCSIF TREASURER	\$75,476.25		
60243	04/17/2014	Open			Accounts Payable	NORMAC INC	\$247.66		
60244	04/17/2014	Open			Accounts Payable	NORTH STATE RENDERING INC	\$20.00		
60245	04/17/2014	Open			Accounts Payable	O'REILLY AUTO PARTS	\$350.33		
60246	04/17/2014	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$381.45		
60247	04/17/2014	Open			Accounts Payable	OROVILLE, CITY OF	\$334.11		
60248	04/17/2014	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$163.43		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2014 - To Payment Date: 4/30/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
60249	04/17/2014	Open			Accounts Payable	PARADISE POST/NORTH VALLEY	\$883.85		
60250	04/17/2014	Open			Accounts Payable	COMMTY MEDIA			
60251	04/17/2014	Open			Accounts Payable	PARADISE POST/NORTH VALLEY	\$43.22		
60252	04/17/2014	Open			Accounts Payable	COMMTY MEDIA			
60253	04/17/2014	Open			Accounts Payable	PETTY CASH CUSTODIAN, HELEN	\$124.56		
60254	04/17/2014	Open			Accounts Payable	CHEUNG			
60255	04/17/2014	Open			Accounts Payable	PICKERING, ROBERT	\$11.50		
60256	04/17/2014	Open			Accounts Payable	PMC	\$7,376.25		
60257	04/17/2014	Open			Accounts Payable	R.D. Robbins Construction	\$2,386.14		
60258	04/17/2014	Voided	Incorrect Amount	04/23/2014	Accounts Payable	Riebes Auto Parts	\$125.57		
60259	04/17/2014	Open			Accounts Payable	SALVATION ARMY	\$158.40		
60260	04/17/2014	Open			Accounts Payable	SIERRA HEATING & AIR	\$2,530.00		
60261	04/17/2014	Open			Accounts Payable	CONDITIONING			
60262	04/17/2014	Open			Accounts Payable	SIERRA SAFETY ASSOCIATES	\$3,210.22		
60263	04/17/2014	Open			Accounts Payable	SILVERADO AVIONICS, INC	\$713.41		
60264	04/17/2014	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$453.38		
60265	04/17/2014	Open			Accounts Payable	Valley Professional Services	\$39.00		
60266	04/17/2014	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$375.00		
60267	04/17/2014	Open			Accounts Payable	VERIZON WIRELESS	\$567.82		
60268	04/17/2014	Open			Accounts Payable	VERIZON WIRELESS	\$570.15		
60269	04/17/2014	Open			Accounts Payable	VERIZON WIRELESS	\$37.25		
60270	04/25/2014	Open			Accounts Payable	WELLS FARGO BANK NA	\$2,500.00		
60271	04/25/2014	Open			Accounts Payable	WESTAMERICA BANK	\$4,887.66		
60272	04/25/2014	Open			Accounts Payable	WOLFF, KEN	\$48.31		
60273	04/30/2014	Open			Accounts Payable	YOUTH FOR CHANGE	\$964.00		
Type Check Totals:					149 Transactions	ICMA 457 - VANTAGEPOINT	\$550.00		
EFI						STATE DISBURSEMENT UNIT	\$449.76		
159	04/03/2014	Open			Accounts Payable	STATE OF CALIFORNIA	\$150.00		
160	04/11/2014	Open			Accounts Payable	FRANCHISE TAX BOARD			
161	04/11/2014	Open			Accounts Payable	Cursor Control Inc.	\$6,000.00		
162	04/11/2014	Open			Accounts Payable		\$263,005.06		
163	04/11/2014	Open			Accounts Payable	CALPERS	\$110,896.50		
164	04/17/2014	Open			Accounts Payable	CALPERS - RETIREMENT	\$31,421.60		
165	04/25/2014	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT	\$3,839.97		
166	04/25/2014	Open			Accounts Payable	DEPARTMENT			
167	04/25/2014	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$2,111.94		
168	04/25/2014	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$17,837.01		
Type EFT Totals:					10 Transactions	STATE BOARD OF EQUALIZATION	\$549.00		
AP - US Bank TOP AP Checking Totals						CALPERS - RETIREMENT	\$31,601.10		
						EMPLOYMENT DEVELOPMENT	\$4,121.57		
						DEPARTMENT			
						ING LIFE INS & ANNUITY COMPANY	\$2,111.94		
						INTERNAL REVENUE SERVICE	\$18,552.47		
							\$223,043.10		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	148	\$259,794.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$3,210.22	\$0.00

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2014 - To Payment Date: 4/30/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped	0	\$0.00	\$0.00	
					Total	149	\$263,005.06	\$0.00	
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	10	\$223,043.10	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	10	\$223,043.10	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	158	\$482,837.94	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	1	\$3,210.22	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	159	\$486,048.16	\$0.00
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	148	\$259,794.84	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	1	\$3,210.22	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	149	\$263,005.06	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	10	\$223,043.10	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	10	\$223,043.10	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	158	\$482,837.94	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	1	\$3,210.22	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	159	\$486,048.16	\$0.00



**Town of Paradise
Council Agenda Summary
Date: May 15, 2013**

Agenda Item:3(c)

Originated by: Josh Marquis; IT Manager

Reviewed by: Lauren Gill, Town Manager

Subject: Geographic Information Center (GIC) 2014/2015 Maint. Contract

Council Action Requested:

- 1) Authorize the Mayor and Town Manager to execute the 2014/2015 FY GIS maintenance agreement with the CSU, Chico Research Foundation.
- 2) Provide Staff with alternative direction.

Background:

The Geographic Information Center (GIC) is a part or program of the California State University (CSU) Chico Research Foundation, and has been providing Geographic Information System (GIS) data to the Town for the past several years. An annual maintenance agreement is typically required for this service. The GIC provides both basic and specialized data maintenance, such as spatially referenced road, parcel, land use, zoning, aerial images, drainage, and topography data. Additionally, the GIC provides the Paradise Fire Department with updated Map Books and Dispatch with the most current parcel and road data to aid with dispatch.

Discussion:

As mentioned above, the GIC provides a variety of services under the agreement. In addition to technical support, the maintenance of data involves the GIC receiving data revisions from the Town, County and other agencies, compiles these changes and corrections, and is then available to the Town for its use. For example, when a parcel in the Town is subdivided, the new lot is sent to the GIC (in addition to other agencies) and they make this change in the data. Additionally, the GIC creates specialized maps and data for various projects, such as soils map, snow load map, etc. Without this maintenance service, it would be extremely difficult for the Town to correct and maintain this data in a correct and efficient manner due to staffing limitations and specialization of work. The GIC has proved to be a valuable asset to the Town in times where mapping and other specialized information is required in a timely manner.

Fiscal Impact Analysis:

The cost for these maintenance and support services for the 2014/2015 fiscal year is a fixed fee of \$10,000.00. This maintenance agreement will be included in the 2014/2015 General Fund budget and will be paid for by the Central Services Program account 5213.100 Professional/Contract Services.

ATTACHMENTS:

No.1: Agreement with the CSU, Chico Research Foundation.

ATTACHMENT 1

AGREEMENT WITH THE CSU, CHICO RESEARCH FOUNDATION (GIC Annual Maintenance/ Support Agreement)

AGREEMENT WITH THE CSU, CHICO RESEARCH FOUNDATION

Agreement is hereby made between The CSU, Chico Research Foundation (FOUNDATION), on behalf of the Geographical Information Center (GIC), and Town of Paradise, Inc. (CLIENT) according to the following terms, conditions, and provisions:

IDENTITY OF CLIENT

Name: Town of Paradise

Address: 5555 Skyway
Paradise, CA 95969

Contact person: Lauren M. Gill

Business Telephone Numbers:
Phone # 530.872.6291, ext. 104
Fax # 530.877.5059

FOUNDATION

CSU, Chico Research Foundation
Building 25, Suite 103
California State University Chico
Chico, CA 95929-0870

Contact person for contractual matters:
John Miner, Contracts Officer
Office of Sponsored Programs
Phone: (530) 898-5700

Contact person for project matters:
Jason Schwenkler, Director
Geographical Information Center
Phone: (530) 898-4372
Fax: (530) 898-6317

WORKSCOPE

CLIENT desires that FOUNDATION perform, and FOUNDATION agrees to perform, the following work:

Client proposes to contract with the Research Foundation to have the Geographical Information Center, a program of the Research Foundation, provide GIS maintenance updates, which includes existing GIS data and Map Book updates, internal online Parcel Notification site maintenance and updates, internal online Parcel Viewer site maintenance and updates, external Parcel Viewer site maintenance and updates, and GIS support services for individual

departments, including dispatch, to the Town of Paradise Geographical Information System for the period July 1, 2014 through June 30, 2015.

**SERVICE
SPECIFICATIONS**

FOUNDATION will furnish all equipment, tools, materials and supplies, except that CLIENT shall provide data and/or other assistance as follows:

none

Said data shall be provided to FOUNDATION on or before _____

Provided said data and/or review(s) of draft deliverable(s) is timely received, the work shall be completed on or before _____.

Other specifications: _____

**TERMS OF
PAYMENT**

As compensation for FOUNDATION's service, CLIENT shall pay FOUNDATION a fixed fee of \$10,000, due and payable upon completion of the work.

INDEPENDENCE

FOUNDATION understands FOUNDATION is not the CLIENT's employee and is not entitled to any benefits provided by CLIENT to its employees. FOUNDATION will perform all services in an independent capacity, subject to the CLIENT's direction and control only as to the result and not the manner or means of accomplishing that result. Except as specified above, FOUNDATION shall, at FOUNDATION's sole expense, provide all instrumentalities or supplies, any required licenses or permits, additional helpers or subcontractors, and any other expense incurred by FOUNDATION except as otherwise specified herein.

INSURANCE

FOUNDATION assumes all risks as an independent contractor, and agrees to obtain all insurance necessary for FOUNDATION's protection in connection with work under this agreement.

INDEMNITY

Each party agrees to indemnify, defend and hold harmless the other from any injuries, property damage, or other claims and losses resulting from the activities of each party or the party's agents in performance of this agreement.

OWNERSHIP

CLIENT will assume ownership of deliverables upon delivery by Foundation. Foundation may use deliverables and any working papers for its own purposes.

**TERMINATION
WITHOUT
CAUSE**

Either party may terminate this agreement without cause after giving 10 days written notice to the other. The parties shall deal with each other in good faith during the 15-day period after notice is given. CLIENT agrees to pay Foundation for all expenses to date of termination and any uncancellable obligations.

**TERMINATION
WITH CAUSE**

With reasonable cause, either party may terminate this agreement effective immediately upon giving written notice of termination for cause. Reasonable cause shall include material violation of this agreement and any act exposing the other party to liability to others for personal injury or property damage. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

CHOICE OF LAW

Any dispute related to this agreement shall be decided in accordance with the laws of the State of California.

**TERMS OF
AGREEMENT**

This is the entire agreement of the parties and cannot be modified orally. If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in force. This agreement may be supplemented or amended only in writing by agreement of authorized representatives of the parties.

This agreement becomes effective upon signature of both parties.

FOUNDATION:

Carol Sager, Director
Printed Name of Foundation's Signatory

BY: _____
Signature

Date: _____

CLIENT: Lauren M. Gill
Printed Name of Client's Signatory

BY: _____
Signature

Date: _____

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: May 13, 2014

AGENDA NO. 3(d)

ORIGINATED BY: Paul T. Derr, Public Works Manager

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Citizen Request to Adopt a Portion of the Paradise Memorial Trailway:
Princeton Way to Neal Road

COUNCIL ACTION REQUESTED:

- 1) Approve this request by Patricia Babcock, a representative of the Babcock Family of Paradise, to adopt a portion of the Memorial Trailway, from Princeton Way to Neal Road

BACKGROUND: Over the years various individuals and civic groups have requested permission to “adopt” a section of roadway or trailway to help provide the necessary labor to keep a particular section clean and free of trash. Past examples include:

- Paradise Host Lions adopted lower Skyway
- Chris Paul adopted the trailway, from Fir Street to Bille Road
- Chris Hoffman’s Alpine Electric adopted Bille Road to Rocky Lane
- C.O.V.E. adopted Rocky Lane to Pentz Road
- Paradise Ridge Adventure Club adopted Maxwell Drive to Bille Road
- Paradise Church of the Nazarene adopted Neal Road to Foster Road

By adopting a particular section of roadway or Trailway, the sponsor agrees to provide for litter pickup and general light maintenance of the area. This provides a great public service and it allows for the sponsor to maintain their section of roadway or trailway at a much higher level of service.

DISCUSSION: This section of the trailway proposed for adoption by Ms. Babcock has never been formally adopted. As such, new signs will need to be installed to properly identify the sponsor. The sponsor name requested “In Loving Memory of Joan Marie Babcock” meets with our naming criteria. All of the necessary forms (see attached) will be completed by the sponsor upon approval of Town Council.

FINANCIAL IMPACT: The only cost for the Town of this trailway adoption will be the cost of the purchase and installation of two “Trailway Sponsor” signs. These signs, anticipated to cost less than \$200.00, will be paid for out of the Street Maintenance Budget, line item 5203.100, Sign Materials/Supplies.



TOWN OF PARADISE
Public Works Department
5555 Skyway
Paradise, CA 95969
(530) 872-6291

ENCROACHMENT PERMIT APPLICATION
SEE PAGE 2 FOR GENERAL CONDITIONS

Date Submitted: May 6, 2014
Date Work Accepted: _____

Permit No.: _____
Work Zone: _____

Owner Information	
Name: Patricia Babcock	
Street Address: 1309 Pearson Rd	
City, State, Zip: Paradise CA 95969	Telephone No.: 530-877-4368
Fax No.:	Mobile No.: 530-321-2177

Submittal Items	
<input type="checkbox"/>	Application
<input type="checkbox"/>	Traffic Control Plan (if req'd)
<input type="checkbox"/>	Insurance Certificates
<input type="checkbox"/>	Bond

Contractor Information	
Name: N/A	
Street Address:	
City, State, Zip:	Telephone No.:
Fax No.:	Mobile No.:

Permit Fees	
Fee Type	General (Minor <\$5,000)
Amount	
Paid Date	
Received By	

CONTRACTORS LICENSE LAW

I DECLARE UNDER PENALTY OF PERJURY (CHECK ONE):

I am licensed under provisions of Chap. 9, Div. 3 of the Business and Professions Code and my license is in full force and effect for the scope of work which I am undertaking.

License type and number: N/A

I, as the owner, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale. (sec. 7044)

I am exempt under sec. _____, Business and Professional Code for this reason _____.

WORKERS COMPENSATION INSURANCE

I DECLARE UNDER PENALTY OF PERJURY (CHECK ONE):

The permit is for \$500.00 (valuation) or less.

I have placed on file with the Town of Paradise Development Services Department a certificate of workers compensation insurance or a certificate of consent to self-insure.

I shall not employ any person in any manner so as to become subject to the Worker's Compensation laws of California.

Notice to applicant: If, after making this statement, should you become subject to Worker's Compensation provisions of the labor code, you must forthwith comply with such provisions or this permit shall be deemed revoked.

Project Information

Excavate:	<input type="checkbox"/> Street	<input type="checkbox"/> Other:	Install:	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Utility
	<input type="checkbox"/> Sidewalk			<input type="checkbox"/> Curb/Gutter	<input type="checkbox"/> Other:
	<input type="checkbox"/> Curb/Gutter			<input type="checkbox"/> Driveway	
	<input type="checkbox"/> Driveway			<input type="checkbox"/> Culvert (Confirm size and location, 15" min.)	
Location of Work: Memorial Trailway from Princeton to Neal Road			Nearest Cross Street: N/A		
Adjacent to Signalized Intersection: <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No			*If within 300' in any direction, reference Note 14 on Page 2 of this application		
Anticipated Start Date: As soon as May 14, 2014			Estimated End Date: None		
Scope of Work: Memorial Trailway adoption, litter removal and cleanup, Princeton Drive to Neal Road.					
Contractor Job # or Project Name (if applicable): N/A					

I certify that I have read this application and state that the above information is correct. I agree to comply with the General Conditions (see page 2) and to all Town Ordinances, Town Standards, State and Federal laws relating to construction, and hereby authorize representatives of the Town of Paradise to enter upon the above mentioned property for inspections purposes. I also agree to waive, indemnify and keep harmless the Town and its agents against all liabilities, judgments, costs, and expenses which may in any way accrue against said agency in consequence of the granting of this permit.

Patricia Babcock 5/5/14 Property-owner / Contractor
Applicant Signature Date (circle one)

Approval Special Conditions: _____

Approved by: _____ Date: _____ Inspection Contact No.: _____



TOWN OF PARADISE
Council Agenda Summary
Date: May 13, 2014

AGENDA NO. 3(e)

ORIGINATED BY: Wes Dinsmore, Fleet Manager

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Repairs for the T-81 Spartan 75' Fire Truck

COUNCIL ACTION REQUESTED:

Reject all bids received for repair of the T-81 Spartan 75 Quint Fire Ladder Truck and authorize the Fleet Manager to re-issue the bid notice.

BACKGROUND:

The Town of Paradise published a bid notice in April, inviting sealed bids to repair the main pump shaft seals and pressure/volume control system on a 1981 Spartan 75' Quint fire ladder truck.

As a result of the bid notice, the following two bids were received and subsequently opened on May 5, 2014 at 10:00 am in the Town Clerk's Department:

- | | |
|---|----------|
| • Valley Fire Sales & Services, West Sacramento | \$11,800 |
| • HiTech EVS Inc., Oakdale, CA | \$14,791 |

DISCUSSION:

Staff reviewed the bids and determined that neither bid appropriately addressed the bid specifications and were also much higher than anticipated. Staff is recommending that the bids be reworded to more clearly outline the job at hand and give more time for bidders to respond to the request in a more detailed manner. The additional time allotted to the bid request will hopefully result in bids that are more detailed in nature, better suited to the expectations of the proposed work involved, and also reach more potential bidders.

FISCAL IMPACT: Cost to re-publish the bid notice is approximately \$95.00.

Town of Paradise, California
5555 Skyway, Paradise, CA 95969

REQUEST FOR BIDS
REPAIRS TO
1981 Spartan 75' Quint Fire Ladder Truck

RESPONSE DUE BY 10:00 AM, June 2, 2014

CONTRACTOR:

BIDS SUBMITTED TO:

DEPT.: T-81-SEALED BID
TOWN CLERK
5555 Skyway
Paradise, CA 95969

IMPORTANT NOTICE:

1. ALL BIDS MUST CONTAIN A PARTS AND LABOR BREAKDOWN FOR THE REBUILDING OR REPLACEMENT OF THE PRESSURE VOLUME CONTROL SYSTEM ON THE TRUCK AND REPLACING THE MAIN SHAFT AND ASSOCIATED COMPONENTS OF THE MAIN PUMP Darley S-1500 SERIAL NO. 82763
2. TOWN OF PARADISE TRUCK 81 INFORMATION IS ATTACHED
3. THE TOWN RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMAILTY IN BID.

ITEM	DESCRIPTION	AMOUNT	
1.	Rebuilding or replacement of the pressure volume control system on Truck 81		
		Cost of Parts	
		Cost of Labor	
		TOTAL	
2.	Replacement of the main shaft and associated components of the main pump Darley S-1500 Serial No. 82763		
		Cost of Parts	
		Cost of Labor	
		TOTAL	
3.	Additional items		
		TOTAL NET BID INCLUDING TAXES	

SIGNATURE _____ TITLE _____ DATE ____/____/____ PHONE #:

ALL BIDS MUST BE SIGNED AND RETURNED ON THIS FORM

Paradise Truck 81 Information

2013 update	
VEHICLE NUMBER / ID	#3900 T-81
YEAR	1986
TYPE	75 ft Quint
CURB WEIGHT	54,000 lbs
GROSS VEHICLE WEIGHT	47,212 lbs
LICENSE NUMBER	E 066435
SERIAL NUMBER	VIN S29XT6CO3GC423900
TIRE SIZE FRONT	14/80 R20 PR.18
TIRE SIZE REAR	12.00 R20 PR.18
ENGINE MAKE	Detroit 8V-92TA
HORSE POWER	475
MAIN PUMP	Darley S1500 1500 GPM SER# 82763
BOOSTER PUMP	None
WATER TANK CAPACITY	400 Gallons
BATTERIES	2 Group 30
GOVERNOR / RELIEF VALVE	Darley Model G1598
MOTOR OIL TYPE / CAPACITY	DELO 400 40wt. 25 QTS.
OIL FILTER	WIX #51870
AIR FILTER	WIX #42700
FUEL FILTER	Primary WIX #33418 Secondary WIX #33120
WATER FILTER	None
TRANS OIL TYPE / CAPACITY	DEXTRON II 25 QTS.
TRANSMISSION FILTER	WIX #51623
FAN BELTS	ALT= 2x Goodyear 17341 FAN= 3x Goodyear 17561
COOLING SYSTEM CAPACITY	47 QTS.
POWER STEERING FLUID	
HYDAULIC FLUID TYP / CAPACITY	Chevron AW 46 60 Gallons
HYDRAULIC FILTER	Fairley-Arlon # TXX4-10



**Town of Paradise
Council Agenda Summary
Date: May, 13, 2014**

Agenda Item: 3(f)

Originated by: Steve Rowe, Acting Police Chief

Reviewed by: Lauren Gill, Town Manager

Subject: Background Investigations

Council Action Requested:

1. Approve an agreement for professional services contract for pre-employment background Investigations with K.P. Research Services and authorize the Town Manager to execute the agreement; OR
2. Refer the matter back to staff to explore other options.

Background:

The Town of Paradise is subject to the standards set forth by the Commission on Police Officers Standards and Training (POST) as it relates to background checks for Law Enforcement Officers & Dispatchers. The Commission on Peace Officer Standards and Training (POST) was established by the Legislature in 1959 to set minimum selection and training standards for California law enforcement.

For many years, the Town had a contract with Walters & Nichols Investigative Services. Effective January 1, 2013, both principals of that firm retired. At this same time, the Town was aggressively addressing a budget deficit. The decision was made to bring backgrounds in-house with Police Lieutenants to perform. During the past year, employee turnover has been much higher than average. Added to that is the fact that not every background ends in a successful appointment. The two Police Lieutenants have been inundated with background work on top of their extremely high-volume normal workload. With the Police Chief on leave, there is an additional strain on available police administrative resources. We are dangerously close to having a bottleneck in the hiring process. This is due to the fact that inevitably, backgrounds are not evenly spaced throughout the year; rather they most often come in at the same time. For example, at this moment we have two police officer positions and one dispatcher in need of backgrounds. It is recommended that we reinstate a background service agency to outsource backgrounds as needed.

The private background service would only be applicable for the backgrounds of public safety employees, management/supervisory positions and other sensitive positions that deal with financial and/or sensitive confidential information.

Non-sensitive miscellaneous backgrounds will be performed in the Human Resources and Risk Management Division

In accordance with the Town of Paradise's procedure relating to special professional services, on Thursday, April 17, 2014, a Request for Qualification (RFQ) was sent to three firms that perform pre-employment background investigations as part of their business. The RFQ requested that each agency provide a scope of services, more specifically, pre-employment background investigations expertise involving reviewing and investigating each final candidate to ensure their fit to legal and ethical standards for the public agency employee as well as completing a final legal report. It was also requested that each agency submit a cost proposal. The RFQ also required that the firms provide us with proof of ongoing education, license and insurance requirements in the form of a valid Private Investigators license issued by the State of California, POST Certified, on-going training specific to the laws/rules/regulations associated with pre-hire background, general public liability/property damage - minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate naming the Town of Paradise as additionally insured.

The deadline to provide the information was by 3:00pm on Wednesday, April 30, 2014. Each of the three agencies replied with qualifications: (1) K.P. Research Services, Inc. from Auburn, California, (2) Systems for Public Safety from Twin Bridges, and (3) California and Backgrounds and More from Red Bluff, California.

Discussion:

K.P. Research Services replied on Tuesday, April 22, 2014, with their qualifications. K.P. Research Services is a California Business Corporation focused on pre-employment background investigation, and administrative investigations for public sector clients. They are currently insured meeting the liability requirements we set forth in the RFQ. The costs for a POST sworn candidate is \$1,000 per completed. Travel Expenses (where pre-authorized by client) are at an additional cost for out-of-area candidates when travel exceeds a 200 mile range from the Town of Paradise. Actual cost expenses, except meals are not to exceed \$35 per day, are to be reimbursed. Travel expense to and from work sites at .58 cents per mile.

Systems for Public Safety (SPS) replied on Monday, April 21, 2014, with their qualifications. SPS is a licensed in the State of California to provide pre-employment background investigations. They are currently insured meeting the liability requirements we set forth in the RFQ. The costs for a POST "local area" candidate (40 mile radius) is \$1,025 per completed. Travel Expenses (where pre-authorized by client) are at an additional cost for out-of-area candidates. Their services are \$42.50 per hour, plus .55 cents per mile, rental car \$85.00 per day, per diem and air fare based on standard, published, unrestricted reserved seating coach air fare.

Backgrounds and More replied on Wednesday, April 30, 2014, with their qualifications. Backgrounds and More is a California Business that provides pre-employment background services. They are insured and meet the liability requirements of the Town. The charge for a full background is \$1,200. Backgrounds and More charges current agency per-diem allowance for travel outside a 100 mile radius of the Town of Paradise.

Conclusion:

Staff recommends K.P. Research Services, Inc. They meet all of the requirements of the Request for Qualifications specifications; they are the best price per local area candidate, which has been the majority of our typical candidates in the past. Additionally, K.P. Research Services has over 50 investigators throughout the State of California that will help keep travel related costs associated with POST backgrounds at a minimum. Also worth noting is their impressive client list and positive references.

Fiscal Impact Analysis:

It is anticipated that the cumulative costs for this agreement will be approximately \$3,300 in FY13/14 (two Police Officer Positions, one dispatcher currently open). Background costs are charged to the hiring department's professional services budget line item. The Police Chief will recommend a line item as part of the FY14/15 budget process for next fiscal year in anticipation of openings and available Police Lieutenant resources.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 13, 2014 by and between the Town of Paradise, a municipal corporation (“Town”) and K.P. Research Services (“Consultant”).

RECITALS

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

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner:

Consultant shall perform background investigation services for Town as described on Exhibit “A” which is attached and incorporated herein by reference in this Agreement. Consultant shall provide the services at the time, place, and in the manner specified in Exhibit “A,” subject to the direction of the Town through its staff that it may provide from time to time.
2. Time of Performance. The services of Consultant are to commence May 13, 2014 and shall continue until terminated by either party.

3. Compensation. Consultant's compensation for all services under this Agreement shall be in accordance with the Schedule of Charges set forth in Exhibit "B," which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed Thirty Thousand Dollars (\$30,000) without the prior approval of the Town Council. Payment by Town under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the Town at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to Town describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed and a description of any reimbursable expenditures. Town shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by Town staff.
5. Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from Town.
6. Termination. This Agreement may be terminated by the Town immediately for cause or by either party without cause upon thirty (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of

implementing this Agreement, except working notes and internal documents, shall become the property of the Town upon payment to Consultant for such work, and the Town shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to the Town within three (3) days after written request.

- a. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that Town is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by Town. Town shall not be limited in any way in its use of the Documents and Data at any time.
- b. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant.

Such materials shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name, seal, or photographs relating to project for which Consultant's services are rendered, or participate in any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

8. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business

hours, upon written request by the Town Manager, Town Attorney, Town Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

- d. Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Town may, by written request by any of the above named officers, require that custody of the records be given to the Town and that the records and documents be maintained by Town Hall.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Town. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
10. Interest of Consultant. Consultant (including principals, associates, and professional employees and subcontractors) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and

represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

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

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

- 11. Professional Ability of Consultant. Town has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Town shall have Walters & Nichols Investigative Services, Inc. perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
- 12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
- 13. Licenses. Consultant represents and warrants to Town that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to Town that

Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the Town for its business.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the Town, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from a Town decision or the active negligence or willful misconduct of the Town, its officers, agents, employees or volunteers, in such event the Town agrees to defend, indemnify and hold harmless Consultant from and against all claims demands, actions, losses, damages, injuries and liability relating thereto.
15. Insurance Requirements. Consultant, shall procure, pay for, and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit “C” attached hereto.
16. Notices. Any notice required to be given under this Agreement shall be in writing and will either be served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Lauren Gill
 Town of Paradise

5555 Skyway
Paradise, CA 95969

If to Consultant: K.P. Research Services, Inc.
12561 Meadows Court
Auburn, CA 95603

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Town and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and Town and approved as to form by the Town Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to Town for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the Town. No subcontractors shall work under this Agreement without the prior written authorization of the Town. If Town consents to such subcontract, Consultant shall be fully responsible to Town for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Town and a subcontractor of the Consultant nor shall it create any obligation on the part of the Town to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.
23. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. The Town and Consultant shall meet to select a mediator by each striking the names of two different proposed mediators and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex

or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

29. Termination. This Agreement supersedes and terminates all prior agreements between Town, and K.P. Research Services, Inc.

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

TOWN OF PARADISE

K.P. Research Services, Inc.

By: _____
Scott Lotter, Mayor

By: _____

Title: _____

By: _____

Title: _____

By: _____
Lauren Gill, Town Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
Dwight L. Moore, Town Attorney

By: _____
Joanna Gutierrez, Town Clerk

EXHIBIT “A”

SCOPE OF SERVICES

Consultant shall provide the following services as directed by the Town:

Services. KP Research Services, Inc., shall be available and shall provide a standard POST (Peace Officer Standards and Training) pre-employment background investigation services for sworn peace officer candidates and non-sworn candidates of the Town of Paradise.

EXHIBIT “B”

COMPENSATION

Fee Arrangement / Consideration. The proposed amount for background Investigation services by KP Research Services, Inc., to the Town of Paradise shall be at the rate of \$1000.00 per sworn peace officer applicant/candidate and \$950.00 per non-sworn candidates. Each expedite file request will have an additional fee of \$400.00. Each background packet shall be completed and submitted within a forty-five day period, absent holiday's or any serious and unforeseen set of circumstances. KP Research Services, Inc., will submit written Background Investigation Reports, and an invoice briefly describing the services rendered and the candidates name on each invoice. The Town of Paradise shall provide payment to KP Research Services, Inc., for invoices submitted within 30 days of receipt of reports and invoices.

In the event that Town of Paradise terminates any further investigation on a background investigation within the first five hours of work, the fee/rate will adjust to an hourly rate of \$75.00 per hour. If a background investigation is terminated after the first five hours, the full rate shall apply.

The Town of Paradise shall furnish to KP Research Services, Inc., the following information at the time of the background investigation:

Applicant's/Candidates Personal History Statement, Job Description, Credit Report, Soundex or photograph of the applicant/candidate, Department of Motor Vehicle printout, documentation of clearance through the Department of Justice Criminal History, and documentation of fingerprint clearance through live scan or original fingerprint card (JUS 107) and firearms clearance through the California Department of Justice.

Expenses. The Town of Paradise will pay KP Research Services, Inc., for the following expenses incurred while this Agreement exists: Travel expenses to and from work sites at .58 cents per mile. Lodging, airfare, and meal expenses begin when travel status exceeds a 200-mile range from the Town of Paradise. Meals are not to exceed \$35.00 dollars per day. Overnight stays during out of radius/range shall require prior approval of the Town of Paradise.

EXHIBIT “C”

INSURANCE REQUIREMENTS FOR CONSULTANT

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 Consultant, his agents, representatives, or employees. The cost of the insurance shall be provided by the Consultant.

Minimum Scope of Insurance

Coverage shall be at least as broad as

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, if Consultant has any employee(s).

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: **\$1,000,000** per accident or bodily injury and property damage.

Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

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

EXHIBIT “C”

Page 2

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

1. The Town, its officers, officials, employees and volunteers are to be covered as insureds 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 Consultant insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of Consultant’s insurance and shall not contribute with it.
3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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 Town.

Verification of Coverage

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



**Town of Paradise
Council Agenda Summary
Date: May 13, 2014**

Agenda Item: 3(g)

Originated by: Joanna Gutierrez, Town Clerk

Reviewed by: Lauren Gill, Town Manager

Subject: Planning Commission Vacancy

Council Action Requested: Approve postponing appointment of the Planning Commission vacancy to the June 10, 2014 Council Meeting to allow for the pre-appointment meetings to take place.

Background: On February 11, 2014, the Town Council approved an application and interview process to fill a vacancy on the Planning Commission, term to expire June 30, 2017. The Town Council appointed Vice Mayor Greg Bolin and Council Member Jody Jones to serve as a pre-appointment committee to meet with applicants and to bring a recommendation to the Council

At the March 11, 2014 meeting the Town Council extended the application deadline to April 21, 2014 and directed that the matter come back on the May 13, 2014 meeting agenda.

Discussion: As of April 21, 2014, two applications were received for the Planning Commission vacancy. However, the pre-appointment meeting could not take place prior to the Council meeting due to an urgent family matter of one of the applicants. It is the desire of Vice Mayor Bolin and Council Member Jones to meet with both of the applicants and to make a recommendation to the Council.

Recommendation: Postpone appointment to the vacancy on the Planning Commission to the June 10, 2014 Town Council Meeting so that the pre-appointment meetings may take place.

FISCAL IMPACT: No fiscal impact.



TOWN OF PARADISE
Council Agenda Summary
Date: May 13, 2014

Agenda: 5(a)

ORIGINATED BY: Craig Baker, Community Development Director

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Continued Public Hearing: Appeal to the Town Council of a Planning Commission Decision Finding that a Proposed Gate Across a Private Road Access Easement Does not Constitute a Violation of Town Zoning Ordinance Regulations Prohibiting the Establishment of Fences in Access Easements (Paradise Municipal Code Section 17.06.600(E)(4))

COUNCIL ACTION REQUESTED:

1. Continue the public hearing to a date certain to allow the Planning Commission and the Town Council opportunities to consider and possibly adopt Zoning Code text amendments regarding fences, gates and other barriers within private road easements;

OR

2. Adopt an alternative directive to town staff.

BACKGROUND: On February 20, 2014, Dana and Denise Bettis filed a written appeal to the Town Council of a February 18, 2014 Planning Commission interpretation of Paradise Municipal Code (PMC) section 17.06.600(E)(4). The section, in part, prohibits “fences” from being installed within private access easements. The appeal filed by Mr. and Ms. Bettis essentially asks the Town Council to find that a closed gate across an access easement is functionally equivalent to a fence and should therefore be prohibited by the Town. The Town Council conducted the appeal hearing on March 11, 2014 and has continued this hearing twice, first to March 19, 2014 and subsequently to May 13, 2014.

Acknowledging that the term “fence” is not defined within the PMC, making administration of section 17.06.600(E)(4) potentially difficult, and that the placement of any barriers within private road easements may raise public safety and other issues, the Town Council adopted a 45-day urgency ordinance On March 19, 2014 prohibiting the installation of *any* barriers within private access easements in order allow further study of the issue. On April 8, 2014, after reviewing a detailed report on the matter generated by the Town Manager, the Town Council adopted a motion directing the Planning Commission to review a specific zoning ordinance developed by Town staff to more clearly regulate any barriers within easements. On April 22, 2014, the Town Council extended the 45 day urgency ordinance for up to an additional 10 months and 15 days to accommodate the process.

DISCUSSION: In the context of the circumstances outlined above, it is Town Staff's recommendation that the Bettis appeal hearing be further continued to the regular Town Council meeting of August 12, 2014, to allow the Planning Commission and the Town Council time to review and adopt the proposed zoning ordinance prior to acting on the appeal. If the ordinance and its related text amendments proceed through the adoption process normally and without delay, it will be in legal effect on August 8, 2014, at which time the proposed text amendments should be in legal effect and the substance of the appeal could therefore be resolved. In all likelihood, a section would be inserted within the proposed ordinance to repeal the previously adopted urgency ordinance, as it would no longer be needed.

FINANCIAL IMPACT: Town Council adoption of a motion to continue the Bettis appeal to a date certain of August 12, 2014 as recommended will have no direct or immediate impact upon the Town's funds.



TOWN OF PARADISE
Council Agenda Summary
Date: May 13, 2014

Agenda No. 7(a)

ORIGINATED BY: Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Active Transportation Program Applications

COUNCIL ACTION REQUESTED:

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

Background:

On March 21, 2014, California Department of Transportation issued a Call for Projects for the Active Transportation Program (ATP) grant opportunity. The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program. The ATP is administered by Caltrans Division of Local Assistance.

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

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

Analysis:

Staff is proposing to submit three applications for the first ATP cycle, due May 21. The three applications are listed below with brief descriptions:

1. Pearson Road SR2S Connectivity Project – Pearson Road between Skyway and Academy Drive
 - a. The proposed project aims to finalize a series of infrastructure improvements which connect the greater Paradise area to three public schools. Specific improvements include the construction of sidewalk, curb and gutter on the north and south sides of Pearson Road between Black Olive Drive and Academy Drive. In addition, the project proposes to add curb, gutter and sidewalk on the south side of Pearson Road between Skyway and Almond Street. The project will require minor drainage improvements and construction of appropriate retaining walls for hillside slopes.

2. Maxwell Drive SR2S Project – Maxwell Drive between Elliott Road and Skyway
 - a. The proposed project aims to improve safety and increase non-motorized transportation to Paradise High School on Maxwell Drive. The project includes construction of sidewalk, curb and gutter along the one side of Maxwell Drive while widening shoulders, as needed to facilitate the addition of Class II Bicycle Lanes on both sides of Maxwell Drive between Skyway and Elliott Road, a 0.56 mile stretch.
3. Downtown Paradise Equal Mobility Project – Skyway between Pearson Road and Elliott Road
 - a. The proposed project aims to improve equality in mobility for the downtown core of Paradise, California. Improvements include the removal of barriers, gravel sidewalks, asphalt sidewalks, and non-standard driveways along Skyway between Pearson Road and Elliott Road and construction of new, ADA-compliant infrastructure. ** This project would complement the potential Downtown Paradise Safety Project by connecting ADA compliant ramps with ADA compliant sidewalks and driveways.

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

Applications for the first cycle of ATP funding are due no later than May 21, 2014.

A second cycle of ATP funding is expected in late 2014. Any projects submitted which do not receive funding could potentially be resubmitted or new projects could be added. Other future applications could address the lack of needed infrastructure near Ponderosa Elementary School on Pentz Road.

Financial Impact:

ATP is 100% funded as the Town qualifies as a disadvantaged community using the statewide median income measurement and percentage of students receiving free or subsidized lunches for benefiting schools. Project estimates, including funds for preliminary engineering, environmental, construction and construction engineering are as follows:

1. Pearson Road SR2S Connectivity Project - \$1,300,000
2. Maxwell Drive SR2S Project - \$930,000
3. Downtown Paradise Equal Mobility Project - \$540,000

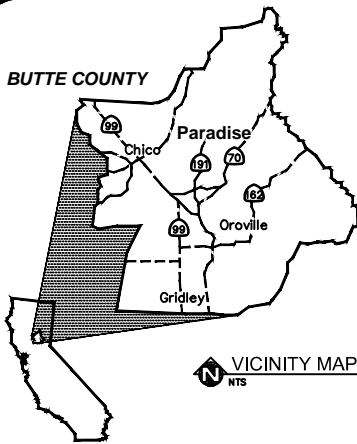
Alternatives:

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

Attachments:

- Project Location Maps
- Resolution

BUTTE COUNTY



VICINITY MAP
NTS

PROJECT
LOCATION

PROJECT
LOCATION

Skyway

Foster Rd

Almond St

Black Olive Drive

Memorial Trailway

Pearson Road

Private School
Adventist Academy

Academy Dr

Recreation Dr

Paradise
Elementary

Honey Run
Academy



SCALE: 1" = 1,000'



TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT

5555 Skyway
Paradise, California 95969

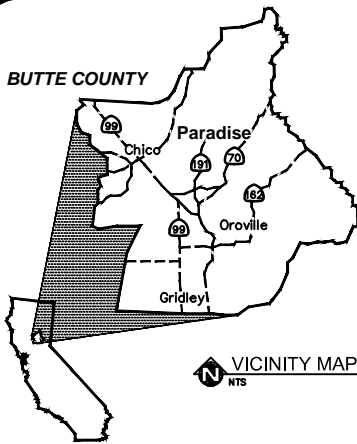
Phone: (530) 872-6291 Fax: (530) 877-5059

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**Pearson Road SR2S
Connectivity Project**

Vicinity & Project Location Map

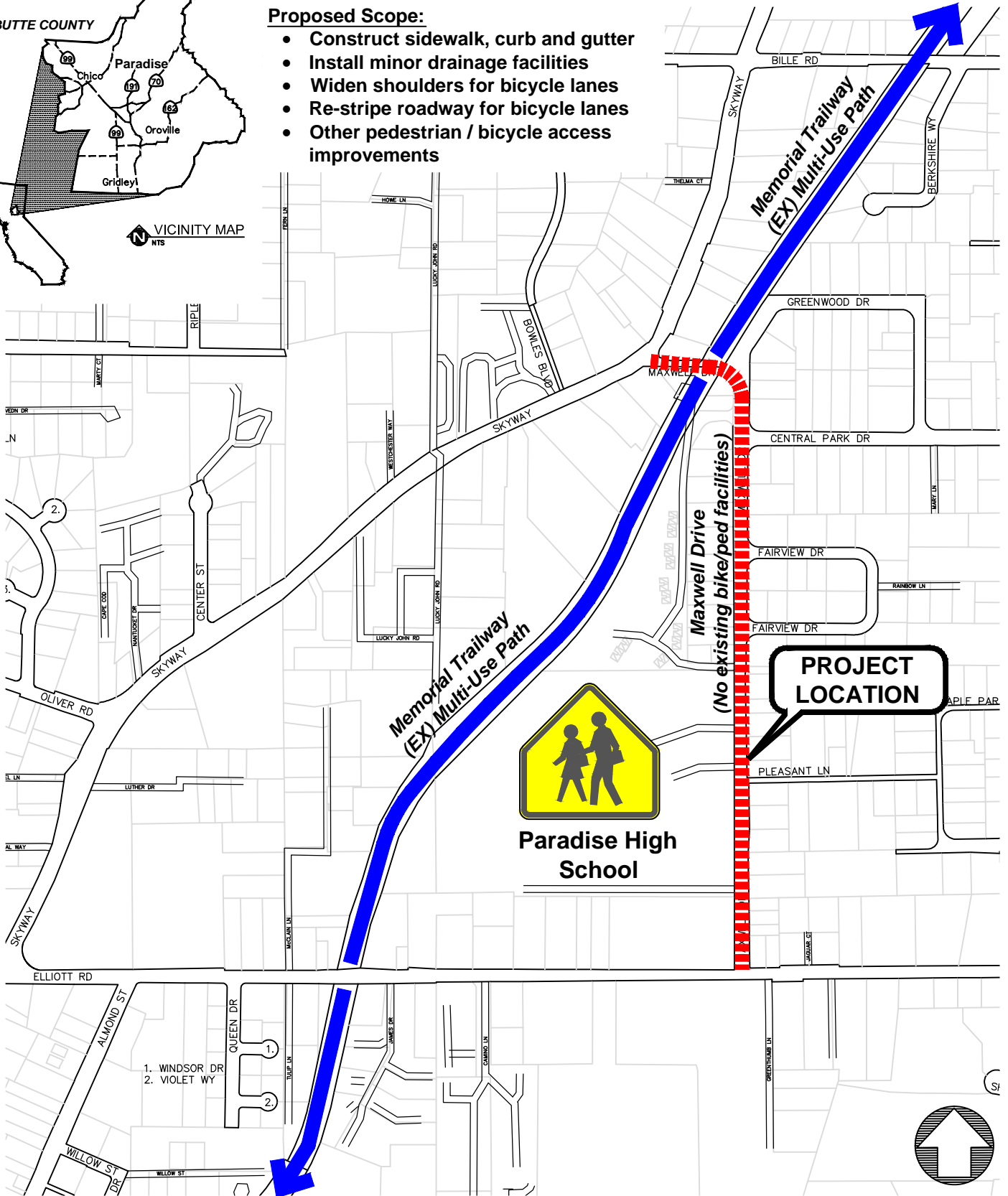
BUTTE COUNTY



VICINITY MAP
NTS

Proposed Scope:

- Construct sidewalk, curb and gutter
- Install minor drainage facilities
- Widen shoulders for bicycle lanes
- Re-stripe roadway for bicycle lanes
- Other pedestrian / bicycle access improvements



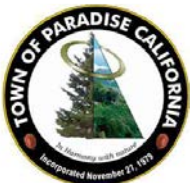
PROJECT
LOCATION



Paradise High
School

(No existing bike/ped facilities)

SCALE: 1" = 600'



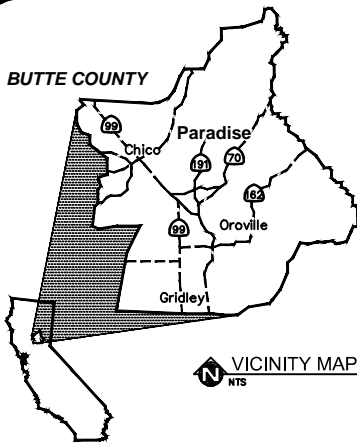
TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT

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Maxwell Drive SR2S Project
Vicinity & Project Location Map

BUTTE COUNTY



Proposed Scope:

- Remove obstructions and barriers between curb returns
- Remove non-ADA compliant driveways and sidewalks
- Construct new sidewalks and driveways between curb returns

OTTINGHAM PK

PROJECT LOCATION

1. WINDSOR DR
2. VIOLET WY

Notes:

Project is within proposed 2014 HSIP project area which includes curb return upgrades, road diet and crosswalk improvements.

SCALE: 1" = 600'



TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT

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**Downtown Paradise Equal
Mobility Project**

Vicinity & Project Location Map

**TOWN OF PARADISE
RESOLUTION NO. _____**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE SUPPORTING THE SUBMISSION OF THREE GRANT
APPLICATIONS FOR THE ACTIVE TRANSPORTATION PROGRAM
CYCLE 1 CALL FOR PROJECTS.**

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

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

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

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

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

WHEREAS, the California Active Transportation Program aims to:

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

WHEREAS, the Pearson Road SR2S Connectivity Project, Maxwell Drive SR2S Project and Downtown Equal Mobility Project each could potentially achieve successful program goals by installing critical infrastructure allowing residents of all ages to enjoy the benefits of safe active transportation throughout the Town of Paradise.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this
13th day of May, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Scott Lotter, Mayor

ATTEST:

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: May 13, 2014

Agenda No. 7(b)

ORIGINATED BY: Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Program Supplement Agreements for HSIP Projects

COUNCIL ACTION REQUESTED:

Approve the Program Supplement Agreement Nos. 012-N, 013-N, 014-N and 015N to Administering Agency-State Agreement No. 03-5425R for Federal-Aid Projects to assure receipt of federal funds (in an approximate amount of \$2.4 million); and, adopt the following four resolutions. Adoption will approve the 10% funding match that will be budgeted between local gas tax and local transportation funds.

- (1) Resolution No. 14-___, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager or her Designee to sign the Program Supplement Agreement No. 13-N to Administering Agency-State Agreement for Federal Aid Project No. HSIPL-5425 (025) - \$1,082,900 for Cypress Curve Realignment. **(ROLL CALL VOTE)**
- (2) Resolution No. 14-___, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager or her Designee to sign the Program Supplement Agreement No. 15-N to Administering Agency-State Agreement for Federal Aid Project No. HSIPL-5425 (026) - \$282,000 for the Paradise Signal Upgrade Project. **(ROLL CALL VOTE)**
- (3) Resolution No. 14-___, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager or her Designee to sign the Program Supplement Agreement No. 14-N to Administering Agency-State Agreement for Federal Aid Project No. HSIPL-5425 (027) - \$490,000 for the Pearson Road Shoulder Widening Project. **(ROLL CALL VOTE)**
- (4) Resolution No. 14-___, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager or her Designee to sign the Program Supplement Agreement No. 12-N to Administering Agency-State Agreement for Federal Aid Project No. HSIPL-5425 (028) - \$372,200 for the Clark Road Safety Enhancements. **(ROLL CALL VOTE)**

Background:

On May 22, 2007, Town Council approved a Master Administering Agency-State Agreement for Federal-Aid Projects with the California Department of Transportation (Caltrans). The Master Agreement establishes terms and conditions the Town must meet and comply with in order to receive federal funds to implement transportation improvement projects.

On April 29, 2013, Caltrans announced Cycle 5 Call-for-Projects for the Highway Safety Improvement Program (HSIP). The purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. The HSIP requires a data-driven,

strategic approach to improving highway safety on all public roads that focuses on performance.

By July 26, 2013, the Town of Paradise submitted five HSIP Project applications based upon historical collision data concentrations and community needs.

On November 14, 2013, Caltrans approved the list of Cycle 6 projects to receive HSIP funding. A total of 389 applications were received during Cycle 6 from local agencies throughout the State. Of which, 231 projects have been funded, totaling approximately \$150 million in federal HSIP funds. All applications competed funding based on their Benefit Cost Ratio. The Town of Paradise was awarded four of five projects submitted, totaling nearly \$2.5 million at 90% federally funded. The Town of Paradise was the only Butte County agency to receive funding for this HSIP cycle and received one of the largest total allocations statewide.

The four awarded projects and their engineering countermeasures are provided below.

State Project No.	Project Title	Project Limits	Description	Project Cost
5425 (025)	Cypress Curve Realignment Project	Clark Road between Adams Rd and Kimberly Ln	Improve vertical and horizontal alignments; improve drainage; widen shoulders	\$1,203,300
5425 (026)	Paradise Signal Upgrade Project	All Signalized Intersections	Upgrade signals to be equipped with battery backup, emergency vehicle detection, ADA pedestrian pushbuttons	\$313,400
5425 (027)	Pearson Road Shoulder Widening Project	Pearson Road between Clark Rd and Pentz Rd	Widen shoulders, micro-surface roadway, add bicycle lanes	\$544,500
5425 (028)	Clark Road Safety Enhancements	Clark Rd between Bille Rd and Wagstaff Rd	Micro-surface roadway, modify striping layout, add center turn lane, construct ADA ramps, various safety enhancements	\$413,600

All projects listed above are federally reimbursed at a maximum 90% ratio, meaning of the \$2,474,800 project costs, the Town of Paradise will receive \$2,227,320 in Federal reimbursement. All projects include costs for preliminary engineering, construction and construction engineering. The Cypress Curve Realignment Project also includes costs for any Right-of-Way acquisitions, as needed.

Analysis:

In April 2014, the Federal Highway Administration approved the Town of Paradise to begin reimbursable Preliminary Engineering for the four approved HSIP projects. This approval is transmitted via Agreement Summaries, also known as E-76's. Agreement Summaries must be received for each project phase before reimbursable work can be performed on the corresponding phase.

To remain eligible for the allocated grant funding, the Town of Paradise is required to adopt a resolution identifying the subject projects and an official authorized to execute the approved Program Supplement Agreements within sixty days of receipt of the Agreements.

Once executed, staff proposes moving the project forward by completion of the following tasks:

1. Town Environmental Review – California Environmental Quality Act
2. Caltrans Environmental Review – National Environmental Policy Act
3. Field Work
4. Right-of-Way Clearance / Engineering (As Required)
5. 50%, 75% and 100% Plans, Specifications and Estimates
6. Caltrans & FHWA Authorization to Proceed with Construction
7. Council Approval of Plans, Specifications and Estimates
8. Advertise Project
9. Council Award Construction Contract
10. Construction
11. Project Close-Out

Each of the four projects has a different level of complexity and will require longer or shorter amounts of time to advance to the construction phase. Initially, it is planned for the Pearson Road Widening and Signal Upgrade Projects to target late 2015 for construction and remaining projects in 2016. The Cypress Curve Realignment Project will require the most time for environmental approval, right-of-way clearances, and completion of design. Construction for this project could be as late as 2017.

Financial Impact:

As previously stated, HSIP projects provide 90% reimbursement for projects up to \$1,500,000 in Federal-Aid. The minimum local match is 10%. The estimated funding breakdown for each project and appropriate phases is shown below:

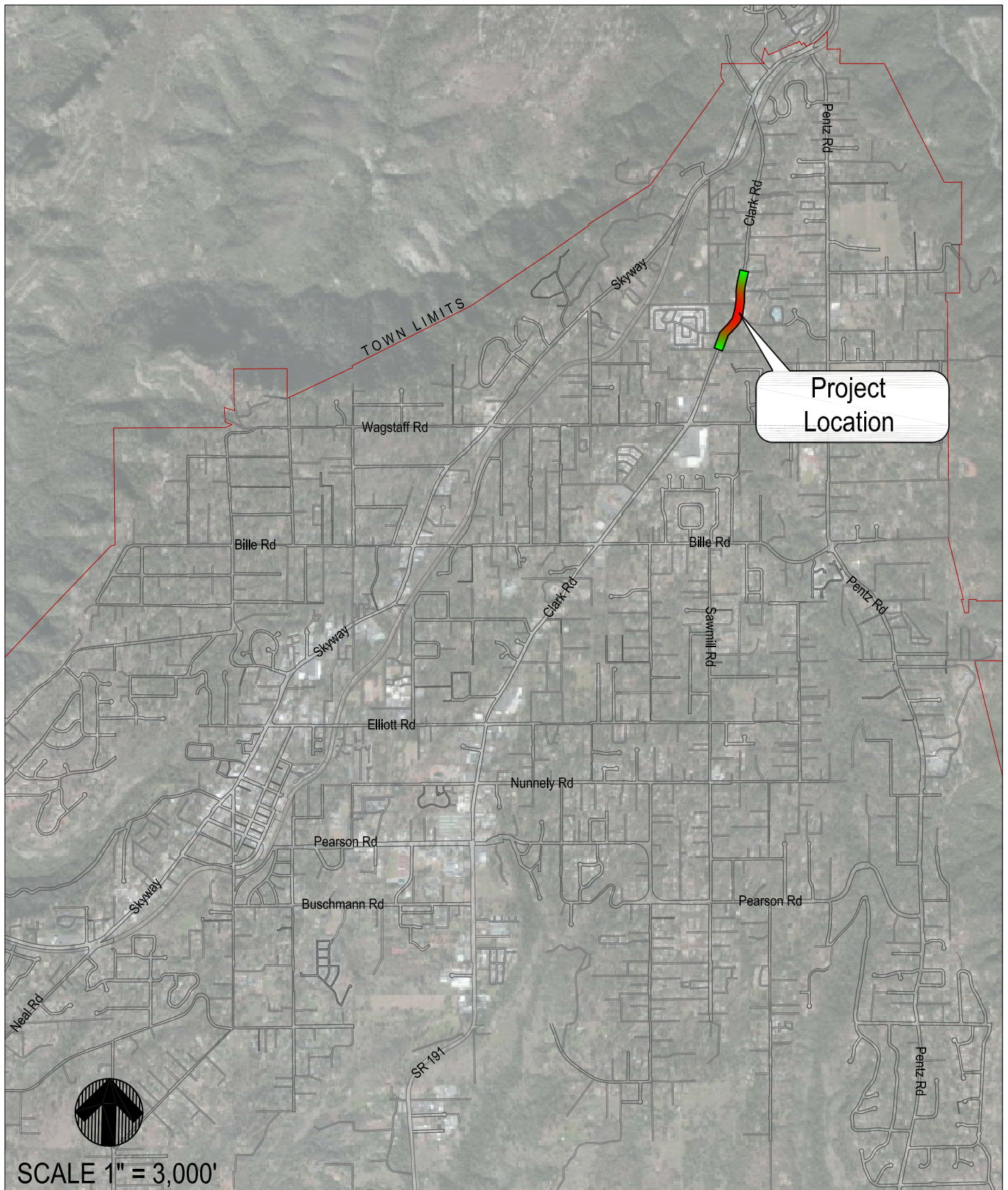
Project Title	Federal / Local Share FY 14-15	Federal / Local Share FY 15-16	Federal / Local Share FY 16-17	Federal / Local Share FY 17-18	Federal / Local Share TOTAL
Cypress Curve Realignment	\$40,500 (ENV) \$4,500	\$139,500 (PE) \$15,500	\$67,500 (ROW) \$7,500	\$835,400 (CON) \$92,900	\$1,082,900 \$120,400
Paradise Signal Upgrades	\$18,000 (PE) \$2,000	\$264,000 (CON) \$29,400	\$0 \$0	\$0 \$0	\$282,000 \$31,400
Pearson Rd Widening	\$86,400 (PE) \$9,600	\$403,600 (CON) \$44,900	\$0 \$0	\$0 \$0	\$490,000 \$54,500
Clark Rd Safety Enhancements	\$9,000 (ENV) \$1,000	\$45,000 (PE) \$5,000	\$318,200 (CON) \$35,400	\$0 \$0	\$372,200 \$41,400
Total Federal Total Local	\$153,900 \$17,100	\$852,100 \$94,800	\$385,700 \$42,900	\$835,400 \$92,900	\$2,227,100 \$247,700

Matching funds for the above projects will be budgeted between Local Gas Tax and Local Transportation Funds (Transit) in the FY 2014-2018 Capital Improvement Program Budget for Council approval in June 2014.

Attachments:

1. **Exhibit A** Cypress Curve Realignment Project
Location Map, E-76, Program Supplement Agreement, and Resolution
2. **Exhibit B** Paradise Signal Upgrades Project
Location Map, E-76, Program Supplement Agreement, and Resolution
3. **Exhibit C** Pearson Road Shoulder Widening Project
Location Map, E-76, Program Supplement Agreement, and Resolution

4. **Exhibit D** Clark Road Safety Enhancements Project
Location Map, E-76, Program Supplement Agreement, and Resolution



TOWN OF PARADISE

PUBLIC WORKS DEPARTMENT

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Highway Safety Improvement Program
Cypress Curve Realignment Project
Vicinity Map

FEDERAL AID PROGRAM

DLA LOCATOR: 03-BUT-0-PRDS
PREFIX: HSIPL
PROJECT NO: 5425(025)
SEQ NO: 1
STATE PROJ NO: 0314000139L-N
AGENCY: PARADISE

TIP DATA

MPO: BCAG
FSTIP YR: 13/14
STIP REF: 202-0000-0070

DISASTER NO:
BRIDGE NO'S:

PROG CODE
MS30

FUNDING SUMMARY

PHASE	PROJECT COST	FEDERAL COST	AC COST
PE	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$200,000.00	\$180,000.00
	SUBTOTAL	\$200,000.00	\$180,000.00
R/W	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00
CON	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00
TOTAL:		\$200,000.00	\$180,000.00

STATE REMARKS

03/13/2014 SEQ 1 authorizing PE via lump sum appropriation. Funds are being advanced from 15/16 to 13/14 via EPSP.

FEDERAL REMARKS

AUTHORIZATION

ED WITH REQUEST: PRE
FOR: PE
DOCUMENT TYPE: AAG

PREPARED IN FADS BY: DAY, JIM	ON 03/11/2014	741-5116
REVIEWED IN FADS BY: YANG, ALBERT	ON 03/14/2014	651-0015
SUBMITTED IN FADS BY: VONGJESDA, SUNATE	ON 03/24/2014	FOR CALTRANS
PROCESSED IN FADS BY: HUEY, SHUN	ON 03/25/2014	FOR FHWA
APPROVED IN FMIS BY: TASIA PAPAJOHN	ON 04/01/2014	

SIGNATURE HISTORY FOR PROJECT NUMBER 5425(025) AS OF 04/02/2014

FHWA FMIS 4.0 SIGNATURE HISTORY

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

FHWA FMIS 3.0 SIGNATURE HISTORY

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

PROGRAM SUPPLEMENT NO. N013
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5425R

Adv Project ID **Date:** April 9, 2014
0314000139 **Location:** 03-BUT-0-PRDS
Project Number: HSIPL-5425(025)
E.A. Number:
Locode: 5425

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 06/05/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

On Clark Rd between Adams Rd and Kimberly Lane

TYPE OF WORK: Realignment

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	MS30	\$180,000.00	LOCAL	OTHER
\$200,000.00			\$20,000.00	\$0.00

TOWN OF PARADISE

STATE OF CALIFORNIA
Department of Transportation

By _____

Title _____

Date _____

Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 4/11/14 \$180,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.
2. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
3. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

4. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
5. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

6. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

7. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
8. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

**TOWN OF PARADISE
RESOLUTION NO. _____**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE AUTHORIZING THE TOWN MANAGER OF THE TOWN OF
PARADISE OR HER DESIGNEE TO SIGN PROGRAM SUPPLEMENT
AGREEMENT NO 013-N TO THE ADMINISTERING AGENCY-STATE
AGREEMENT FOR FEDERAL-AID PROJECTS CORRESPONDING TO
FEDERAL PROJECT NO. HSIPL 5425 (025).**

WHEREAS, the Town of Paradise has received and will continue to receive federal funds for various transportation projects and has entered into an Agency-State Agreement for Federal-Aid Projects with the California Department of Transportation; and,

WHEREAS, the State of California through its Department of Transportation (Caltrans) administers the Federal Highway Safety Improvement Program (HSIP) and selects projects for funding; and,

WHEREAS, the Cypress Curve Realignment Project currently has \$1,082,900 of federal funds allocated to the Project; and,

WHEREAS, on April 1, 2014, Caltrans issued the E-76 document authorizing the Town to utilize \$180,000 of federal funds for Preliminary Engineering; and,

WHEREAS, Caltrans provides Program Supplement Agreements in accordance with Administering Agency-State Agreement for Federal Aid Projects, Agreement No. 03-5425R (Master Agreement), which upon full execution enables the Town of Paradise to request and receive Federal funds for certain street projects; and,

WHEREAS, Caltrans requires the Town of Paradise to execute the Program Supplement Agreement No. 013-N for the Cypress Curve Realignment Project, in order to be eligible to receive Federal-Aid for eligible project costs; and,

WHEREAS, these funds will require that they are managed in accordance with the Caltrans Local Assistance Procedures Manual; and,

WHEREAS, the Town Council of the Town of Paradise has approved and agreed to this Program Supplement Agreement.

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

Section 1. That the Town Manager of the Town of Paradise, or her designee, is hereby authorized to sign said Agreement on behalf of the Town.

Section 2. The Town Clerk shall certify to the passage and adoption of this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this
13th day of May, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

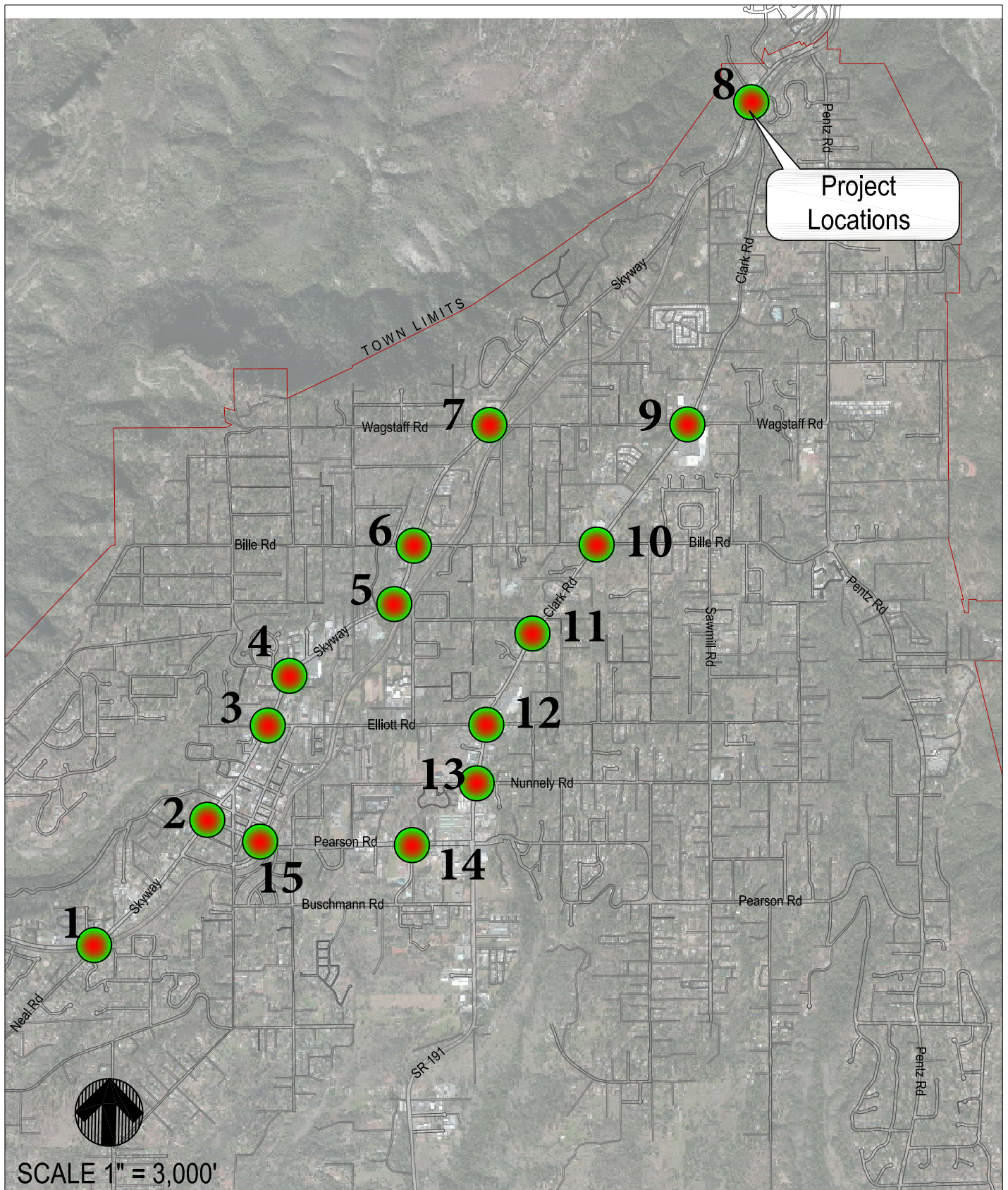
By: _____
Scott Lotter, Mayor

ATTEST:

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE

PUBLIC WORKS DEPARTMENT

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

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Highway Safety Improvement Program
Paradise Signalized Intersection Enhancements
Vicinity Map

FEDERAL AID PROGRAM

DLA LOCATOR: 03-BUT-0-PRDS

PREFIX: HSIPL

PROJECT NO: 5425(026)

SEQ NO: 1

STATE PROJ NO: 0314000140L-N

AGENCY: PARADISE

ROUTE:

TIP DATA

MPO: BCAG

FSTIP YR: 13/14

STIP REF: 202-0000-0070

DISASTER NO:

BRIDGE NO'S:

PROJECT LOCATION:

15 INTERSECTIONS THROUGHOUT PARADISE

TYPE OF WORK:

UPGRADE TRAFFIC SIGNALS

FED RR NO'S:

PUC CODES:

PROJ OVERSIGHT: DELEGATED/LOCAL ADMIN

ENV STATUS / DT:

RW STATUS / DT:

INV RTE:

BEG MP:

END MP:

PREV AUTH / AGREE DATES:

PE:

R/W:

CON:

SPR:

MCS:

OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
LS30	15	15	P	CHICO	URBAN	

FUNDING SUMMARY				
PHASE	PROJECT COST	FEDERAL COST	AC COST	
PE	PREV. OBLIGATION	\$0.00	\$0.00	
	THIS REQUEST	\$20,000.00	\$18,000.00	
	SUBTOTAL	\$20,000.00	\$18,000.00	
RW	PREV. OBLIGATION	\$0.00	\$0.00	
	THIS REQUEST	\$0.00	\$0.00	
	SUBTOTAL	\$0.00	\$0.00	
CON	PREV. OBLIGATION	\$0.00	\$0.00	
	THIS REQUEST	\$0.00	\$0.00	
	SUBTOTAL	\$0.00	\$0.00	
TOTAL:		\$20,000.00	\$18,000.00	

STATE REMARKS

03/17/2014 he signals within the project scope are listed below:

1. Skyway at Neal Road - EVD, Ped Heads, PPBs, and BBS
2. Skyway at Pearson Road - EVD, Ped Heads, PPBs, and BBS
3. Skyway at Elliott Road - EVD, Ped Heads, PPBs, and BBS
4. Skyway at Oliver Road - EVD, Ped Heads, PPBs, and BBS
5. Skyway at Maxwell Drive - EVD, Ped Heads, PPBs, and BBS
6. Skyway at Bille Road - EVD, Ped Heads, PPBs, and BBS
7. Skyway at Wagstaff Road - EVD, Ped Heads, PPBs, and BBS
8. Skyway at Clark Road - EVD, Ped Heads, PPBs, and BBS
9. Clark Road at Wagstaff Road - EVD, Ped Heads, PPBs, and BBS
10. Clark Road at Bille Road - EVD, Ped Heads, PPBs, and BBS
11. Clark Road at Central Park Road - EVD, Ped Heads, PPBs, and BBS
12. Clark Road at Elliott Road - EVD, Ped Heads, PPBs, and BBS
13. Clark Road at Nunnely Road - EVD, Ped Heads, PPBs, and BBS
14. Pearson Road at Recreation Drive - EVD
15. Pearson Road at Black Olive Drive - EVD, Ped Heads, PPBs, and BBS
- 03/28/2014 SEQ 1 authorizing PE via lump sum appropriation. Project is being advanced from 15/16 to 13/14 via EPSP.

Final design shall not start until NEPA document is approved.

FEDERAL REMARKS

AUTHORIZATION

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

PREPARED IN FADS BY: DAY, JIM
REVIEWED IN FADS BY: YANG, ALBERT
SUBMITTED IN FADS BY: VONGJESDA, SUNATE
PROCESSED IN FADS BY: HUEY, SHUN
APPROVED IN FMIS BY: TASIA PAPAJOHN

ON 03/17/2014 741-5116
ON 03/28/2014 651-0015
ON 04/04/2014 FOR CALTRANS
ON 04/07/2014 FOR FHWA
ON 04/09/2014

SIGNATURE HISTORY FOR PROJECT NUMBER 5425(026) AS OF 04/10/2014

FHWA FMIS 4.0 SIGNATURE HISTORY		
MOD #	SIGNED BY	SIGNED ON
0	SHUN HUEY	04/09/2014
	CESAR E. PEREZ	04/09/2014
	TASIA PAPAJOHN	04/09/2014
FHWA FMIS 3.0 SIGNATURE HISTORY		

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE SIGNED BY		SIGNED ON
AUTH/AGREE	VONGJESDA, SUNATE	04/04/2014

PROGRAM SUPPLEMENT NO. N015
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5425R

Adv Project ID 0314000140
Date: April 30, 2014
Location: 03-BUT-0-PRDS
Project Number: HSIPL-5425(026)
E.A. Number:
Locode: 5425

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 06/05/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
 (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

15 intersections throughout Paradise

TYPE OF WORK: Upgrade Signals

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	LS30		LOCAL	OTHER
\$20,000.00		\$18,000.00	\$2,000.00	\$0.00

TOWN OF PARADISE

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 4/30/14 **\$18,000.00**

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
4. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

5. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if

SPECIAL COVENANTS OR REMARKS

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

**TOWN OF PARADISE
RESOLUTION NO. _____**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE AUTHORIZING THE TOWN MANAGER OF THE TOWN OF
PARADISE OR HER DESIGNEE TO SIGN PROGRAM SUPPLEMENT
AGREEMENT NO 015-N TO THE ADMINISTERING AGENCY-STATE
AGREEMENT FOR FEDERAL-AID PROJECTS CORRESPONDING TO
FEDERAL PROJECT NO. HSIPL 5425 (026).**

WHEREAS, the Town of Paradise has received and will continue to receive federal funds for various transportation projects and has entered into an Agency-State Agreement for Federal-Aid Projects with the California Department of Transportation; and,

WHEREAS, the State of California through its Department of Transportation (Caltrans) administers the Federal Highway Safety Improvement Program (HSIP) and selects projects for funding; and,

WHEREAS, the Paradise Signal Upgrades Project currently has \$282,000 of federal funds allocated to the Project; and,

WHEREAS, on April 9, 2014, Caltrans issued the E-76 document authorizing the Town to utilize \$18,000 of federal funds for Preliminary Engineering; and,

WHEREAS, Caltrans provides Program Supplement Agreements in accordance with Administering Agency-State Agreement for Federal Aid Projects, Agreement No. 03-5425R (Master Agreement), which upon full execution enables the Town of Paradise to request and receive Federal funds for certain street projects; and,

WHEREAS, Caltrans requires the Town of Paradise to execute the Program Supplement Agreement No. 015-N for the Paradise Signal Upgrades Project, in order to be eligible to receive Federal-Aid for eligible project costs; and,

WHEREAS, these funds will require that they are managed in accordance with the Caltrans Local Assistance Procedures Manual; and,

WHEREAS, the Town Council of the Town of Paradise has approved and agreed to this Program Supplement Agreement.

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

Section 1. That the Town Manager of the Town of Paradise, or her designee, is hereby authorized to sign said Agreement on behalf of the Town.

Section 2. The Town Clerk shall certify to the passage and adoption of this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this
13th day of May, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

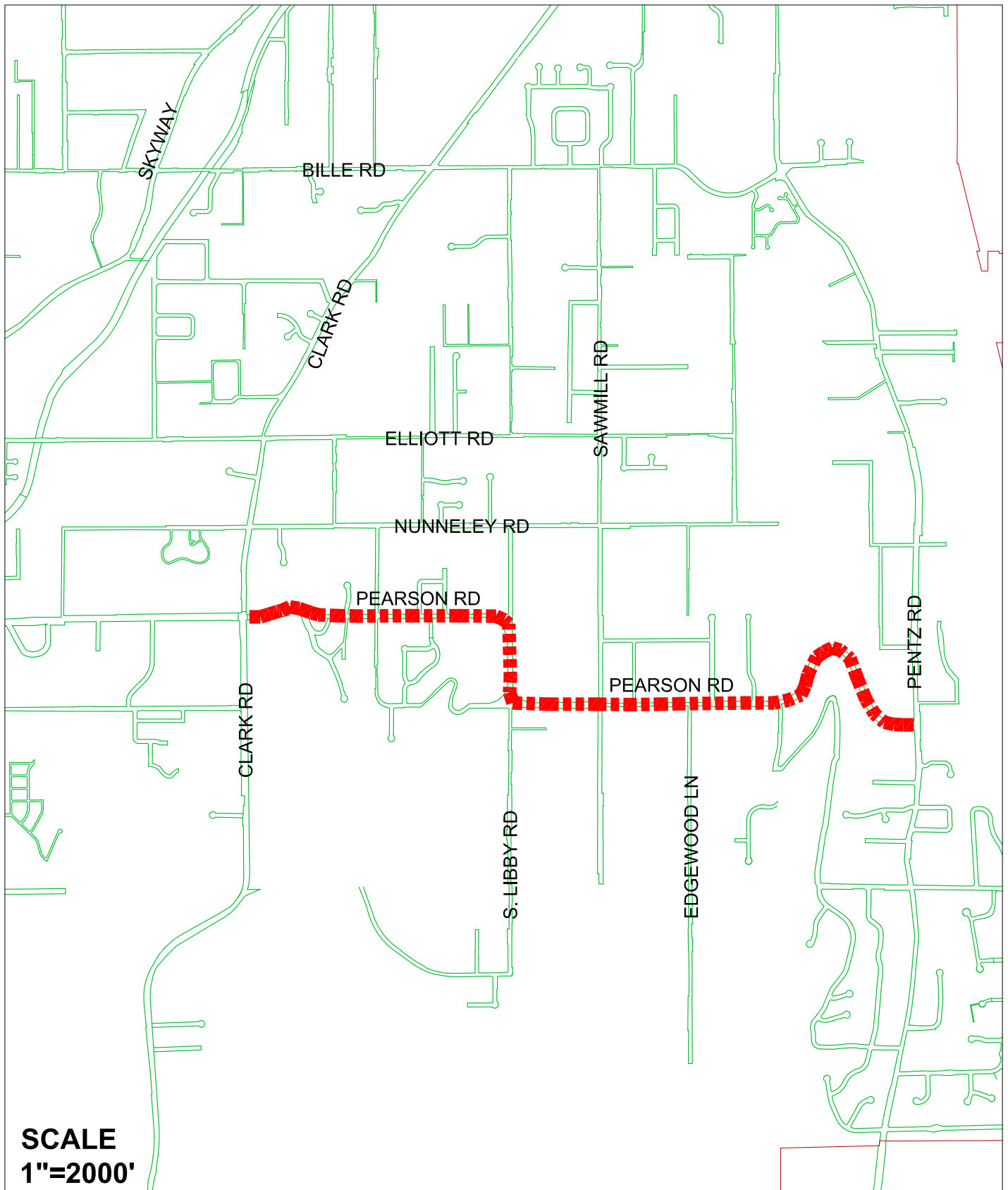
By: _____
Scott Lotter, Mayor

ATTEST:

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE PUBLIC WORKS DEPARTMENT

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

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Highway Safety Improvement Program
Pearson Road Widening and Bike Lanes
Vicinity Map

CALIFORNIA DEPARTMENT OF TRANSPORTATION

PROJECT LOCATION:
PEARSON ROAD BETWEEN CLARK AND PENTZ
TYPE OF WORK:
SHOULDER WIDENING/REDUCTION IN TRAVEL LANES
FED RR NO'S:
PUC CODES:
PROJ OVERSIGHT: DELEGATED/LOCAL ADMIN
ENV STATUS / DT:
RW STATUS / DT:
INV RTE:
BEG MP:
END MP:

PREV AUTH / AGREE DATES:

PE:
R/W:
CON:
SPR:
MCS:
OTH:

[illegible]

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

FHWA FMIS 4.0 SIGNATURE HISTORY

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

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE

FOR: PE

DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: HASLEM, FELICIA
REVIEWED IN FADS BY: YANG, ALBERT
SUBMITTED IN FADS BY: VONGJESDA, SUNATE
PROCESSED IN FADS BY: HUEY, SHUN
APPROVED IN FMIS BY: TASIA PAPAJOHN

STATE REMARKS

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

FEDERAL REMARKS

FHWA FMIS 3.0 SIGNATURE HISTORY

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

PROGRAM SUPPLEMENT NO. N014
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5425R

Adv Project ID **Date:** April 9, 2014
0314000141 **Location:** 03-BUT-0-PRDS
Project Number: HSIPL-5425(027)
E.A. Number:
Locode: 5425

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 06/05/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

On Pearson Rd between Clark Rd and Pentz Rd

TYPE OF WORK: Roadway Widening

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	MS30	\$86,400.00	LOCAL	OTHER
\$96,000.00			\$9,600.00	\$0.00

TOWN OF PARADISE

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 4/11/14

\$86,400.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.
2. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
3. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

4. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
5. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

6. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

7. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
8. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

**TOWN OF PARADISE
RESOLUTION NO. _____**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE AUTHORIZING THE TOWN MANAGER OF THE TOWN OF
PARADISE OR HER DESIGNEE TO SIGN PROGRAM SUPPLEMENT
AGREEMENT NO 014-N TO THE ADMINISTERING AGENCY-STATE
AGREEMENT FOR FEDERAL-AID PROJECTS CORRESPONDING TO
FEDERAL PROJECT NO. HSIPL 5425 (027).**

WHEREAS, the Town of Paradise has received and will continue to receive federal funds for various transportation projects and has entered into an Agency-State Agreement for Federal-Aid Projects with the California Department of Transportation; and,

WHEREAS, the State of California through its Department of Transportation (Caltrans) administers the Federal Highway Safety Improvement Program (HSIP) and selects projects for funding; and,

WHEREAS, the Pearson Road Shoulder Widening Project currently has \$490,000 of federal funds allocated to the Project; and,

WHEREAS, on April 1, 2014, Caltrans issued the E-76 document authorizing the Town to utilize \$86,400 of federal funds for Preliminary Engineering; and,

WHEREAS, Caltrans provides Program Supplement Agreements in accordance with Administering Agency-State Agreement for Federal Aid Projects, Agreement No. 03-5425R (Master Agreement), which upon full execution enables the Town of Paradise to request and receive Federal funds for certain street projects; and,

WHEREAS, Caltrans requires the Town of Paradise to execute the Program Supplement Agreement No. 014-N for the Pearson Road Shoulder Widening Project, in order to be eligible to receive Federal-Aid for eligible project costs; and,

WHEREAS, these funds will require that they are managed in accordance with the Caltrans Local Assistance Procedures Manual; and,

WHEREAS, the Town Council of the Town of Paradise has approved and agreed to this Program Supplement Agreement.

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

Section 1. That the Town Manager of the Town of Paradise, or her designee, is hereby authorized to sign said Agreement on behalf of the Town.

Section 2. The Town Clerk shall certify to the passage and adoption of this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this
13th day of May, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

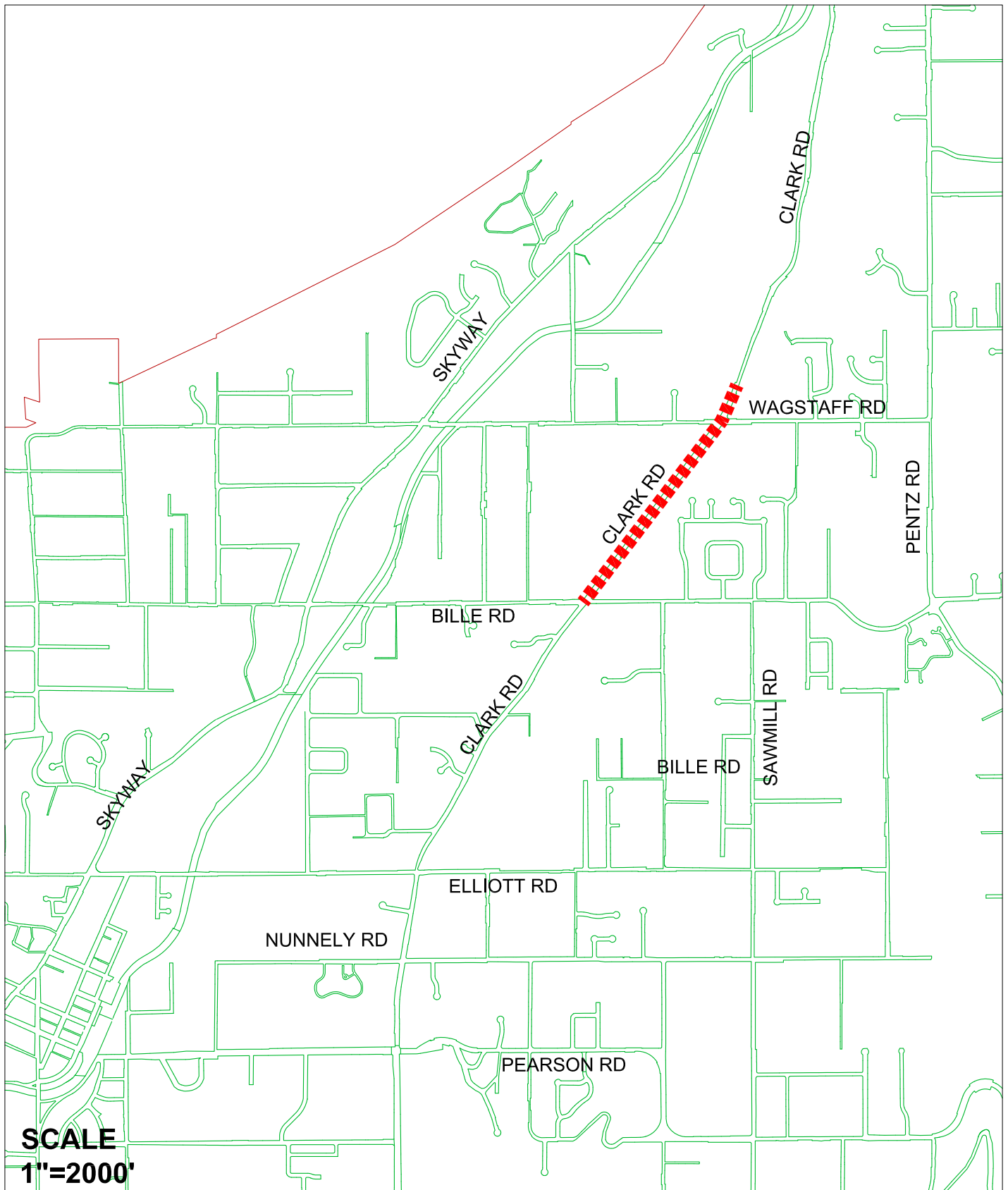
By: _____
Scott Lotter, Mayor

ATTEST:

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE PUBLIC WORKS DEPARTMENT

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

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Highway Safety Improvement Program
Clark Road Safety Enhancements
Vicinity Map

FEDERAL AID PROGRAM

DLA LOCATOR: HSIPL
PREFIX: 5425(028)
PROJECT NO: 1
SEQ NO: 0314000142L-N
STATE PROJ NO: PARADISE
AGENCY: BCAG
ROUTE: 13/14
TIP DATA: 202-0000-0070
MPO: STIP YR: 13/14
FSTIP YR: 202-0000-0070
STIP REF: DISASTER NO:
BRIDGE NO'S:

PROJECT LOCATION:
CLARK RD BETWEEN BILLE AND WAGSTAFF
TYPE OF WORK:
SAFETY ROAD DIET
FED RR NO'S:
PUC CODES:
PROJ OVERSIGHT: DELEGATED/LOCAL ADMIN
ENV STATUS / DT:
RW STATUS / DT:
INV RTE:
BEG MP:
END MP:

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

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
LS30	10	15	P		URBAN	

FUNDING SUMMARY

PHASE		PROJECT COST		FEDERAL COST	AC COST
PE	PREV. OBLIGATION		\$0.00	\$0.00	\$0.00
	THIS REQUEST		\$60,000.00	\$54,000.00	\$0.00
	SUBTOTAL		\$60,000.00	\$54,000.00	\$0.00
RW	PREV. OBLIGATION		\$0.00	\$0.00	\$0.00
	THIS REQUEST		\$0.00	\$0.00	\$0.00
	SUBTOTAL		\$0.00	\$0.00	\$0.00
CON	PREV. OBLIGATION		\$0.00	\$0.00	\$0.00
	THIS REQUEST		\$0.00	\$0.00	\$0.00
	SUBTOTAL		\$0.00	\$0.00	\$0.00
TOTAL:			\$60,000.00	\$54,000.00	\$0.00

STATE REMARKS

03/11/2014 PE authorization \$54,000 federal HSIP funds
03/25/2014 SEQ 1 authorizing PE via lump sum appropriation. Funds are being advanced from 15/16 to 13/14 via EPSP.

Final design shall not start until NEPA document is approved.

FEDERAL REMARKS

AUTHORIZATION

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

PREPARED IN FADS BY: HASLEM, FELICIA
REVIEWED IN FADS BY: YANG, ALBERT
SUBMITTED IN FADS BY: KE, RICHARD
PROCESSED IN FADS BY: HUEY, SHUN
APPROVED IN FMIS BY: TASIA PAPAJOHN

ON	03/11/2014	740-4984
ON	03/25/2014	651-0015
ON	03/26/2014	FOR CALTRANS
ON	03/27/2014	FOR FHWA
ON	04/01/2014	

SIGNATURE HISTORY FOR PROJECT NUMBER 5425(028) AS OF 04/02/2014

FHWA FMIS 4.0 SIGNATURE HISTORY		
MOD #	SIGNED BY	SIGNED ON
0	SHUN HUEY	03/27/2014
	GARY J. SWEETEN	03/27/2014
	TASIA PAPAJOHN	04/01/2014

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY		
DOCUMENT TYPE	SIGNED BY	SIGNED ON
AUTH/AGREE	KE, RICHARD	03/26/2014

PROGRAM SUPPLEMENT NO. N012
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5425R

Adv Project ID 0314000142
Date: April 3, 2014
Location: 03-BUT-0-PRDS
Project Number: HSIPL-5425(028)
E.A. Number:
Locode: 5425

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 06/05/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
 (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

On Clark Rd between Billie Rd and Wagstaff Rd

TYPE OF WORK: Road Related - Other

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	LS30	\$54,000.00	LOCAL	OTHER
\$60,000.00			\$6,000.00	\$0.00

TOWN OF PARADISE

STATE OF CALIFORNIA
Department of Transportation

By _____

Title _____

Date _____

Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 4/8/14 \$54,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
4. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

5. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if

SPECIAL COVENANTS OR REMARKS

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.
8. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

**TOWN OF PARADISE
RESOLUTION NO. _____**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE AUTHORIZING THE TOWN MANAGER OF THE TOWN OF
PARADISE OR HER DESIGNEE TO SIGN PROGRAM SUPPLEMENT
AGREEMENT NO 012-N TO THE ADMINISTERING AGENCY-STATE
AGREEMENT FOR FEDERAL-AID PROJECTS CORRESPONDING TO
FEDERAL PROJECT NO. HSIPL 5425 (028).**

WHEREAS, the Town of Paradise has received and will continue to receive federal funds for various transportation projects and has entered into an Agency-State Agreement for Federal-Aid Projects with the California Department of Transportation; and,

WHEREAS, the State of California through its Department of Transportation (Caltrans) administers the Federal Highway Safety Improvement Program (HSIP) and selects projects for funding; and,

WHEREAS, the Clark Road Safety Enhancements Project currently has \$372,200 of federal funds allocated to the Project; and,

WHEREAS, on April 1, 2014, Caltrans issued the E-76 document authorizing the Town to utilize \$54,000 of federal funds for Preliminary Engineering; and,

WHEREAS, Caltrans provides Program Supplement Agreements in accordance with Administering Agency-State Agreement for Federal Aid Projects, Agreement No. 03-5425R (Master Agreement), which upon full execution enables the Town of Paradise to request and receive Federal funds for certain street projects; and,

WHEREAS, Caltrans requires the Town of Paradise to execute the Program Supplement Agreement No. 012-N for the Clark Road Safety Enhancements Project, in order to be eligible to receive Federal-Aid for eligible project costs; and,

WHEREAS, these funds will require that they are managed in accordance with the Caltrans Local Assistance Procedures Manual; and,

WHEREAS, the Town Council of the Town of Paradise has approved and agreed to this Program Supplement Agreement.

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

Section 1. That the Town Manager of the Town of Paradise, or her designee, is hereby authorized to sign said Agreement on behalf of the Town.

Section 2. The Town Clerk shall certify to the passage and adoption of this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this
13th day of May, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Scott Lotter, Mayor

ATTEST:

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: May 13, 2014

Agenda No. 7(c)

Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Downtown Paradise Safety Project

COUNCIL ACTION REQUESTED:

1. Adopt a resolution approving the Plans, Specifications and Estimates for the Downtown Paradise Safety Project and authorizing advertisement for bids on the project.

Purpose:

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

Background:

In 2009, Town Council adopted the Skyway Corridor Study prepared by W-Trans. This plan was based on extensive traffic analysis, public workshops, and stakeholder meetings and called for a reduction of through travel lanes in the downtown corridor and enhancements to pedestrian facilities.

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

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

On April 9, 2013, Town Council approved Program Supplement Agreement No. 011-N for Project HSIPL-5425 (024) to assure receipt of \$900,000 in Federal funds for the project's preliminary engineering and construction phases.

On January 14, 2014 Town Council acknowledged the Transportation and Safety Study prepared by Traffic Works, which analyzed the proposed alternative further, and authorized staff to proceed with public outreach while finalizing construction plans.

On February 11, 2014 Town Council heard an informational update regarding the project design process and input gathered at a Business Focused Workshop held on February 5, 2014.

On March 11, 2014 Town Council heard a full project history report in addition to responses to previous Council requests. This presentation allowed staff to revisit the following: project origin, existing conditions, road diet history, HSIP funding requirements, project safety benefits, and current public outreach efforts. Staff also reported emergency service agencies had committed their support to the project design, including California Highway Patrol, Cal Fire, Paradise Police Department, Butte County Sheriff's Office, and Butte County Office of Emergency Management.

On April 8, 2014 Town Council heard an information update regarding the project design process and Safety Focused Workshop, the project's second public meeting, held on March 20, 2014.

Analysis:

Plans, Specifications and Estimates for the Downtown Paradise Safety Project have been completed. The proposed project includes the implementation of three safety-related treatments including signal coordination, enhanced crosswalks and a road diet, in accordance with the HSIP Grant.

Specific project benefits and/or features are listed below:

1. Improved pedestrian safety

- a. The project relocates and enhances a crosswalk near 5555 Skyway. The new crosswalk will include three rectangular rapid flashing beacons for pedestrian activation and a median refuge island located in the center of the roadway. The island will provide a protected refuge for pedestrians to use when crossing the street.
- b. Six uncontrolled crosswalks along Skyway between Pearson Road and Elliott Road are proposed to be replaced with four pedestrian activated crosswalks using rectangular rapid flashing beacons and sidewalk bulb-outs. Sidewalk "bulbs" reduce the crossing distance for pedestrians and increase visibility for motorists.
- c. Previous studies have indicated Paradise motorist yield rates for pedestrian crossings are less than 42%. State law requires motorists to yield to pedestrians. Rectangular Rapid Flashing Beacons are proven to increase yield rates above 80%.
- d. Roadway lighting has become a constant issue in the downtown. The project retrofits existing streetlights along Skyway between Black Olive Drive and Elliott Road with Light Emitting Diode (LED) fixtures. New LED fixtures increase illumination with more distributed coverage and improve night color rendering.
- e. The project also adds three new street lights. Two street lights will be installed at Skyway/Wildwood and Skyway/Honey Run in the downtown corridor. One streetlight will be added at 5555 Skyway near Town Hall. As planned, each crosswalk will be equipped with an overhead street light. A service contract agreement must be executed with Pacific Gas and Electric to facilitate work required for the new street lights and retrofits (Item c). The contract will be presented in a separate staff report.
- f. Modifying the roadway cross-section and lane configuration will increase the distance between parallel parked cars and oncoming traffic from 6-18" to 5.5' on each side of roadway. This "buffer" improves safety for entering and exiting parked vehicles.

- g. As required by law, the project upgrades curb ramps at project intersections. Existing street corners can be found along Skyway with full height curbs and/or other obstructions. These curb returns are proposed to be replaced with ADA-compliant ramps to increase mobility among residents of all abilities.
- h. Pedestrian crosswalks located at roads with multiple lanes per direction present a unique set of circumstances. When pedestrians cross the street at these locations, a yielding motorist can potentially obstruct the view of an adjacent, trailing motorist of the crossing pedestrian. The proposed road diet described below will remove the dual-threat potential in the downtown.

2. Improved motorist safety

- a. The project reduces travel lanes along Skyway between Pearson Road and Elliott Road from four (two lanes per direction) to three (one per direction with a center turn lane). Implementation of this countermeasure alone has a 35% crash reduction factor.
- b. Adding a center turn lane eliminates the use of “de-facto” turn lanes. During peak traffic periods, the lack of center turn lanes transforms the inside lane in the northbound and southbound directions to serve as turn lanes. Motorists planning turn movements typically stay in the inside lanes where others proceeding through the corridor tend to use the outside lane. Today, when a motorist performs a left turn from Skyway, the No. 1 lane (inside lane) becomes backed up with trailing vehicles that may not necessarily be waiting to turn at the same location of the controlling vehicle. The proposed center two-way turn lane relieves this confusion and delay while adding efficiency to motorists proceeding through the corridor.
- c. Between intersections and at intersections, a finite list of collision conflicts can be established based upon varying road configurations. Reducing the number of travel lanes reduces common vehicle-to-vehicle collision conflicts from 14 to 7. Using the previous two-year total collision data provided by Paradise Police Department, the Skyway segment between Pearson and Elliott Road has a collision rate nearly double the statewide average.
- d. Currently vehicles are permitted to make unsafe passing maneuvers within the downtown commercial district. Typically these passing maneuvers are based upon the speed of the controlling motorist per lane. The speed limit between Pearson and Elliott along Skyway is 30MPH. If approved, it is expected the project will reduce the average speed on the order of 5 MPH.

3. Improved / established downtown corridor

- a. Roadway configurations have a significant effect on road safety and commercial vitality. Current conditions promote a freeway feel to motorists which has lead to excessive speeds through the commercial district. The proposed layout, with one-lane per direction is proven to aid a community feel or downtown shopping, pedestrian scale environment.
- b. Reducing the number of crosswalks and installing sidewalk “bulb-outs” at enhanced crosswalks removes the need for red curb “no-parking” zones in the downtown. Exceptions include fire hydrants and bus stops. Proposed parking will include 76 marked spaces, approximately 16 more than in the current unmarked parking layout.
- c. In addition to improved lighting and a road overlay described below, future projects could compliment the “downtown” feel of Skyway. Efforts will likely need to be directed towards “above-ground” improvements such as benches and other

street monuments. A gateway downtown island could also be considered at the south entrance to the corridor at the Skyway-Pearson Road intersection. Funding for beautification enhancements is virtually non-existent in current grant opportunities and the Town operating budget. However, other communities have observed beautification success through private partnerships for installation and maintenance of planters and monuments.

4. Extend roadway life

- a. The proposed project provides an opportunity to achieve a beneficial economy-of-scale for needed road maintenance. The treatment method includes a 1.5" grind and 3" asphalt overlay for travel lanes and intersections while parking areas are specified to receive a 1.5" asphalt overlay. A significant portion of the increased project costs noted in the Financial Impact can be attributed to this item of work. Performing road maintenance work at this time will achieve better construction costs and extend the life of roadway.

Specific project impacts and/or important expectations are listed below:

1. Emergency response and emergency evacuation

- a. With the implementation of a road diet along Skyway between Pearson Road and Elliott Road, emergency personnel will have a center turn lane to utilize in emergency response. Currently, responders are required to navigate between travel lanes, especially when motorists do not merge right and stop.
- b. Collision traffic control will require altered approaches. Each collision is different and should be treated accordingly. With the proposed project, while pavement width is constant pre- and post-project, stripes on the road will be different and require personnel to direct traffic either to the available turn lane, on-street parking/buffer area, or divide the road with temporary cones, as needed.
- c. Emergency evacuation will need to utilize center turn lane if additional capacity is desired. This method is easily implemented with limited resources. Coordinating with emergency preparedness staff, two lanes in a needed direction fulfills evacuation needs for Skyway. If approved, staff will work with Butte County Office of Emergency Management to procure any additional traffic control devices, as needed.

2. Time of Travel

- a. Significant data collection, research and analysis have been performed using existing conditions and the proposed project to determine the project's ultimate feasibility. Conclusions of these efforts indicate the project is feasible and does not add significant travel time during off-peak commute periods.
- b. During the afternoon peak commute period (4-6 PM), the proposed project impacts time of travel through the corridor minimally. The impact can be expressed on the scale of 30 seconds or less.
- c. Left turns from side streets may experience longer delays, especially during peak commute periods. During these times when the signals are coordinated to pre-timed intervals, the green time serving Skyway through the corridor has been nearly doubled and therefore traffic from Pearson Road and Elliott Road will experience longer waiting periods.
- d. When evaluating Level of Service during peak periods, both traffic signals maintain acceptable grades.

3. Signal Operations

- a. Signal queues often represent the efficiency of each traffic signal. However, long queues do not necessarily indicate a failing design. The proposed project will modify current queues experienced at the intersections of Pearson Road and Elliott Road. The queues can be minimized by appropriate signal coordination during peak commute periods. During preliminary design, the most extensive queue was anticipated to be near 800' northbound at Skyway/Pearson in late afternoons. The final design proposes to manage the queue by incorporating the traffic signal at Neal Road in "metering" efforts only during peak afternoon hours. Such efforts will not significantly increase delay but instead divide queues between the Pearson and Neal signals, accordingly. An important expectation for this effort is the potential, during peak hours, for the Neal signal to serve Schmale Lane and Neal Road when no cars are present. This feature is important to limit extraordinarily large vehicle platoons which could cause longer queues at Pearson.
- b. Signal coordination will be implemented during peak commute periods only. Signal optimization will be implemented and used during all hours of the day. Coordination during all hours could create longer waits for side streets unnecessarily. Instead, the signals will be optimized and programmed to serve the intersections based upon peak and off-peak periods.

4. Lane Reductions

- a. Northbound Skyway lane reduction will occur at Pearson Road with a lane drop treatment which is signed and marked well in advance of Black Olive Drive. Motorists will be required to turn right at the signal from the right turn lane.
- b. Southbound Skyway lane reduction will occur at Elliott Road with a lane drop treatment which is signed and marked starting near Memorial Way. Motorists will be required to turn right at the signal from the right turn lane.
- c. Motorists will adjust to the lane drops. Initially, during and after construction "merge" movements will be required for motorists driving through the downtown corridor. Eventually, motorists planning to drive through the corridor will simply choose the inside lane at their earliest convenience and cause less of "merge" effort just prior to the signalized intersections.

5. Project Monitoring and Adjustments

- a. The completed project is not the end of possible adjustments. Staff will vigorously monitor the flow of traffic at all impacted intersections in search of possible issues which may need attention.
- b. Traffic signal timing and coordination is easily modified during the course of construction or following completion. Incorporating the Skyway project signals of Pearson and Elliott with the Neal signal allows staff to make adjustments which can relieve pressure and/or congestion, if necessary.
- c. Left turn restrictions may be necessary during evaluation. Historically turning left from Black Olive Drive from other side streets between Pearson and Elliott have proven difficult. The safety of left turns will likely improve in the downtown due to the reduction of lanes and opportunity to make two-stage left turns. However, difficult left turns from Black Olive Drive may persist, especially during peak hours. Staff will monitor Black Olive Drive and weigh options for hourly left turn restrictions or complete prohibition.
- d. Future projects could aid the flow of traffic over time. As described in the 2013 Transportation and Safety Study prepared by Traffic Works, the signalization of

Skyway at Black Olive could complement the proposed downtown project. Signalization, with or without adjacent development, would aid coordination and flow of traffic by defining specific platoons of traffic to enter the downtown corridor throughout the day. This could also address left turn safety from Black Olive Drive.

6. Construction Efforts

- a. If approved, it can be expected construction will begin by early August and conclude before the end of September, weather permitting.
- b. Signal modifications and concrete shoulder work will consume the majority of the contract time. These efforts are typically low impact to traffic and will likely be performed during daytime hours. The contractor will be required to maintain at least one lane per direction of traffic and on-street parking on one side of Skyway at all times. During non-working hours, traffic will have full use of the roadway.
- c. Near project completion, the contractor will grind / cold-plane the road, pave a hot mix asphalt overlay and final stripe the road. These operations will take place at night between the hours of 9PM and 6AM. Temporary traffic control may include one-way reversible flow during these evening hours.

Public Involvement

Public outreach efforts completed between the months of January and April 2014 included a comprehensive project website, email lists, public workshops and community group presentations. The project was also covered by various TV, radio and newspaper pieces which all included information on public involvement. Staff has provided monthly updates at regularly scheduled Council meetings where the public is encouraged to provide their input on the project.

Public reception has varied widely between different audiences. Community group presentations often received strong support for project approval whereas opinions expressed during public Council meetings were often negative towards the implementation of the proposed road diet. Concerns regarding the road diet can primarily be traced to the existing traffic conditions along Skyway, especially during peak afternoon commute periods. Due to the current congestion and queue lengths, residents are concerned a reduction in travel lanes will increase commute times through the corridor. The efficiencies gained through the addition of a turn lane and signal coordination/optimization is counterintuitive to many residents, when discussing a reduction of travel lanes. Ultimately, the trade of speed-to-destination for improved public safety is the purpose of this project.

Throughout all public outreach efforts, one over-arching comment was heard: “something” needs to change. Skyway as we know it today is not serving community objectives. The current roadway configuration promotes unnecessary lane changes, speeding and congested left turns between traffic signals. Residents agree walking in the “downtown” area does not feel safe.

The public can conclude there is no absolute perfect solution for Skyway without an alternate commuting route to and from Chico; however, the proposed design is undoubtedly the best design to facilitate traffic flows, with only minor delay increases, while significantly improving the safety and vitality of a community downtown shopping district.

Next Steps

With Council approval of the plans and specifications and authorization to bid, staff anticipates the following schedule to complete the project:

Advertise for bid:	May 14, 2014
Open bids:	June 10, 2014

Award contract:	Special Meeting TBD (late June)
Start of construction:	August 2014
Complete construction:	September 2014 (weather permitting)

Construction contract documents were completed in April 2014 and are available for review in Engineering.

Financial Impact:

The Engineer's Estimate for this project including a 10% construction contingency is \$1,169,158.

The total Highway Safety Improvement Program grant provides \$900,000 towards the proposed project preliminary engineering and construction.

A total breakdown of project phases and expected costs is provided in the table below:

Item / Phase	Federal HSIP Grant	Local Transportation (Transit Fund 5900)	Total
Preliminary Engineering	\$121,679	\$21,321	\$143,000
Construction	\$773,321	\$289,550	\$1,062,871
Construction Contingency	\$0	\$106,287	\$106,287
Construction Engineering	\$5,000	\$25,000	\$30,000
Total	\$900,000	\$448,762	\$1,342,158

Upon initial grant submittal, the estimated construction cost was \$800,000. Since approval, certain design features have been added including a more robust road treatment to extend the life of the roadway. The increased asphalt commitment to the road alone has added \$150,000 to the project budget. The added work will achieve the best unit prices possible using an economy of scale technique with a mobilized contractor. In addition, costs for flashing beacons were not originally included in the budget which now totals nearly \$75,000. Should actual construction bids be received lower than the Engineer's Estimate, local costs may be reduced to a minimum 10% match towards the \$900,000 in Federal-Aid.

The gap between maximum Federal funding and total project cost is expected to be offset by Local Transportation Funds (Transit Fund 5900). This fund along with the gas tax fund has received higher than estimated allocations during the 2013-2014 Fiscal Year.

If approved, a more detailed project accounting description will be made available at the time of contract award with known construction costs.

Alternatives:

Due to the nature of the Highway Safety Improvement Program, using actual collision data with proven engineering road treatments/countermeasures, no further alterations can be made using the HSIP Federal Funding. Modifying the basic project scope is not permitted. As a result, the consideration alternatives are:

1. Delay action and provide alternate direction; or,
2. Reject the recommendation, direct staff to request maximum reimbursement for preliminary engineering funds, and notify the Department of Transportation of the Town's intention to close Project HSIPL 5425 (024) without proceeding to construction.

Recommendation:

The Downtown Paradise Safety Project is one which has the potential to fundamentally transform Skyway between Pearson Road and Elliott Road. This transformation would improve safety for pedestrians and motorists, alike, while establishing a downtown environment. Staff

recommends Council consider approval of the project based collectively on these three objectives.

Improved safety will require significant time to monitor and evaluate. However, based upon the previous 2 year total of 44 collisions and 10 year total of 90 injury collisions, early trends may be possible. Results for improved safety have been proven to vary for road diets between a 20-50% reduction in total collisions.

A revitalized downtown will also require time to evolve. The benefits and impacts of reconfiguring the roadway will be immediate. The distance between the edge of sidewalk to the nearest traveling car will be increased from 8 to 13 feet and new Skyway crosswalks will be clearly marked and equipped for pedestrian activation. In addition, the road overlay and enhanced night lighting will aid beautification efforts. New pedestrian ramps will improve accessibility for residents with disabilities and make the downtown more usable.

Ultimately, Council's decision on project approval will impact all residents in the Town of Paradise and beyond. Considering the project, while particularly noting safety benefits and community-based objectives, staff recommends:

1. Adopt a resolution approving the Plans, Specifications and Estimates for the Downtown Paradise Safety Project and authorize advertisement for bids on the project.

**TOWN OF PARADISE
RESOLUTION NO. _____**

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

WHEREAS, the Town of Paradise has received a \$900,000 allocation of Highway Safety Improvement Program funds; and,

WHEREAS, the purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads; and,

WHEREAS, the 2012 grant award requires specific countermeasures to be implemented which address actual historical collision data and trends; and,

WHEREAS, the Downtown Paradise Safety Project is consistent in scope with the approved grant award by implementing a road diet along Skyway between Pearson Road and Elliott, coordinating adjacent traffic signals and enhancing pedestrian crosswalks between Vista Way and Elliott Road; and,

WHEREAS, Council authorized staff to proceed with preparation of final plans and specifications for the subject project at the regularly scheduled January 14, 2014 Council meeting.

WHEREAS, the project design, plans and specifications will aid completion of community objectives by:

1. Improving motorist safety,
2. Improving pedestrian safety, and
3. Establishing a “downtown” corridor along Skyway between Pearson Road and Elliott Road.

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

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

Section 2. The Public Works Department is authorized to advertise for bids the Downtown Paradise Safety Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 13th day of May, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Scott Lotter, Mayor

ATTEST:

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: May 13, 2014

Agenda No. 7(d)

ORIGINATED BY: Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: PG&E Streetlight Service Agreement, Skyway - Vista Way to Memorial Way

COUNCIL ACTION REQUESTED:

1. Contingent upon approval of the Downtown Paradise Safety Project Plans, Specifications and Estimate, approve Streetlight Service Agreement for Skyway – Vista Way to Memorial Way and authorize Town Engineer to execute subject Agreement.

Background:

In coordination with the proposed Downtown Paradise Safety Project, staff has requested PG&E to perform tariff schedule related work.

The proposed work includes installing three new service connection points for proposed streetlights and the retrofit of seven existing streetlights to Light Emitting Diode (LED) fixtures.

Analysis:

The three new streetlights to be installed under Federal-Aid Project HSIPL 5425 (024), Downtown Paradise Safety Project will be located adjacent to new crosswalks, as follows:

1. Skyway at Town Hall
2. Skyway at Honey Run Road
3. Skyway at Wildwood Lane

The new streetlights are critical to the Town's overall crosswalk safety objective. With completion, all enhanced crosswalks between Town Hall and Elliott Road will have a streetlight directly overhead, illuminating the roadway for improved pedestrian-motorist visibility and communication.

The seven streetlights to be retrofitted to LED are spaced between Black Olive Drive and Memorial Way. LED lighting fixtures have many advantages over traditional high pressure sodium fixtures including: longer working life, lower power consumption, better color index, lower light pollution, lower glare, less maintenance, and better overall performance.

Financial Impact:

The proposed streetlight work to be completed by PG&E will cost \$6,603.89. Funding for the new streetlights and retrofits will come from Gas Tax 2120 Account 5211.137 (Utilities Electric & Gas). There are sufficient funds to cover the \$6,603.89 required for this project.

Attachments:

1. PG&E Streetlight Service Agreement: Request to Perform Tariff Related Work



April 18, 2014

MARK MATTOX
TOWN OF PARADISE, A Government Agency
5555 SKYWAY
PARADISE, CA 95969

RE: Contract ID: 1172212: STREETLIGHTS

Dear MARK MATTOX,

Enclosed are gas and/or electric agreements for your project located at:

5555 SKYWAY, 6118 SKYWAY, 6349 SKYW, PARADISE, 95969

This letter summarizes the agreements for this project.

	Non-Refundable Payment	Refundable Option*	50% Discount Option*
Street Lighting	\$6,603.89	\$0.00	\$0.00
Less Credit (Engineering Advance, etc.)	\$0.00	\$0.00	\$0.00
TOTAL **	\$6,603.89	\$0.00	\$0.00
TOTAL PAYMENT DUE	\$6,603.89	OR	\$6,603.89

* Only applies to Rule 15 Refundable Amounts. Amount shown is less credit for associated Applicant work.

** The Income Tax Component of Contribution (ITCC) is included in the above charges when applicable.

Please sign both copies of the agreement and return one copy of the agreement to the address below along with your payment and retain one copy for your records. If the agreement is not returned to PG&E within 90 days of the date of this letter, the proposed agreement is canceled and PG&E may need to re-estimate the job.

Changes to the agreement, either to any of the terms or to the amount owing, are not permitted, and any change or interlineations voids the agreement. The payment of any amount less than the full amount shown will be deposited by PG&E, but PG&E will not begin any work on this contract until the amount is paid in full. The contract shall be deemed effective the date a fully executed copy is received by PG&E. Please allow 45 days from PG&E's receipt of the Agreement for construction to commence.

PG&E is committed to providing timely and efficient service and we look forward to continuing to work with you on this and future projects.

Should you have any questions regarding these contracts, please contact your project manager Tracy Davis at 530-894-4733 or TEW4@pge.com.

Please send the executed Agreements and payment to:

PG&E CFM/PPC DEPARTMENT
PO BOX 997340
Sacramento, CA 95899-7340

Sincerely,

Loretta Weber

Loretta Weber

Service Planning Supervisor



107744506E



**Pacific Gas and Electric Company
Agreement to Perform
Tariff Schedule Related Work**

DISTRIBUTION:

- ☐ APPLICANT (Original)
☐ DIVISION (Original)
☐ ACCTG. SVCS.

REFERENCES:

Notification # 107744506
Contract # 1172212
ELS-PM # 31054849

TOWN OF PARADISE, A Government Agency (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefor, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: 5555 SKYWAY, 6118 SKYWAY, 6349 SKYW PARADISE, 95969

DESCRIPTION OF WORK: Install Streetlight Service Point and/or Circuit (4)

Engineering & Administrative Costs		<u>\$2,616.91</u>
Streetlight Service - Facilities & Connection	(+)	<u>\$1,195.93</u>
Total Amount Subject to Allowance	(=)	<u>\$3,812.83</u>
Streetlight Service Point Allowance	(-)	<u>\$618.47</u>
Balance	(=)	<u>\$3,194.36</u>
Re-Engineering Costs	(+)	<u>\$0.00</u>
SL Circuit - Non Standard Luminaries (SPF)	(+)	<u>\$1,733.91</u>
Subtotal	(=)	<u>\$4,928.28</u>
plus ITCC @ 34.0%	(+)	<u>\$1,675.61</u>
Streetlight Service Point - Connection Only	(+)	<u>\$0.00</u>
Less Applicant Provided Work:		
Cost beyond Allowance by Applicant	(-)	<u>\$0.00</u>
Total Streetlight Non-Refundable Payment	(=)	<u>\$6,603.89</u>
Amount shown does not include PG&E Contributions of:		<u>\$3,784.56</u>
SL Circuit - Luminaries		<u>\$3,784.56</u>



107744506E

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of Six Thousand Six Hundred Three Dollars And Eighty-Nine Cents (\$6,603.89)

Upon completion of requested work, ownership shall vest in: ☒ PG&E ☐ Applicant

Executed this _____ day of _____

TOWN OF PARADISE, A Government Agency

PACIFIC GAS & ELECTRIC COMPANY

Applicant

By: _____

By: Loretta Weber

MARK MATTOX
Print/Type/Name

Loretta Weber

Title: _____

Title: **Service Planning Supervisor**

Mailing Address: 5555 SKYWAY
PARADISE, CA 95969



107744506E



**Town of Paradise
Council Agenda Summary
Date: May 13, 2014**

Agenda Item: 7(f)

Originated by: Steve Rowe, Acting Police Chief

Reviewed by: Lauren Gill, Town Manager

Subject: Proposed Ordinance 5.19, Amending Paradise Municipal Code Sections 5.19.030 and 5.19.031, Regarding Taxicab Business Licenses

Council Action Requested: (1) Waive the reading of entire proposed Ordinance No. ____ and approve reading by title only; and (2) Introduce Ordinance No. ____, an Ordinance amending Sections 5.19.030 and 5.19.031 regarding taxicab business licenses.

Background: The Town's current taxicab license permits a driver and/or taxicab business owner to receive a 30-day temporary license while waiting for his/her Department of Justice (DOJ) clearance. Discussion with the Town Manager, Town Attorney, and Police Chief determined that a 30-day taxicab temporary license should be deleted from Paradise Municipal Code Section 5.19.031 because it allows drivers to pick up and transport passengers before they are cleared to do so, potentially placing passengers (residents) at risk.

Discussion: Staff recommends deleting the wording in the current ordinance that allows uncleared drivers/business owners to drive a cab and/or operate a taxicab business until they are duly cleared by the DOJ. The 30-day temporary license also creates more work for drivers/business owners and staff. Staff believes that issuing only one license after clearance is the safest and most efficient process for all concerned.

Alternatives: The downside to not issuing a 30 day temporary license can create an inconvenience for the business owner and/or taxicab driver who might have to wait an extended period of time for DOJ clearance. On the other hand, as stated above, issuing a temporary license to an uncleared driver has potential risks to the safety/welfare of Town residents.

Fiscal Impact Analysis: There is no financial impact associated with this ordinance change. There will be minor time and cost savings by not issuing a 30-day temporary license.

**TOWN OF PARADISE
ORDINANCE NO. ____**

**AN ORDINANCE AMENDING REGULATIONS WITHIN PARADISE MUNICIPAL
CODE SECTIONS 5.19.030 AND 5.19.031 RELATING TO
TAXICAB BUSINESS LICENSE**

The Town Council of the Town of Paradise, State of California does hereby **ORDAIN AS FOLLOWS:**

SECTION 1. Section 5.19.030 of the Paradise Municipal Code shall be amended to read:
5.19.030 Owner's business license—Application.

The application for an owner's business license shall be in writing, and shall be filed with the police department. Each applicant shall provide the following:

- A. The name and address of the applicant;
- B. The name and address of the business to be approved by the Town Planning Director;
- C. The number of vehicles actually owned and the number of vehicles actually operated by the owner on the date of application;
- D. The make, model, year, license plate number and description of each vehicle operated by owner as part of the business;
- E. Proof of valid insurance in the following amounts and coverages: comprehensive automobile and general liability insurance policy in an amount no less than one million dollars single limit per occurrence; issued by an insurer approved by the town's risk manager; naming the town and in their capacities as such, its officers, employees and agents as insured; covering all losses and damages as specified in this section; stipulating that the policy will operate as primary insurance and that no other insurance will be called on to contribute to a loss covered thereunder; and providing that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur during the term of the license, without thirty days' written notice to the police chief prior to the effective date of such cancellation or change in coverage;
- F. The applicant shall provide his or her fingerprints as directed by the police department; and
- G. An application fee, as set forth in the resolution establishing fees and charges for various municipal services, shall accompany each application for an owner's business license.

**TOWN OF PARADISE
ORDINANCE NO. _____**

SECTION 2. Section 5.19.031 of the Paradise Municipal Code shall be amended to read:

5.19.031 Taxicab business license.

Upon receiving an application for a taxicab business license, ~~the police department shall issue a temporary business license with a maximum effective term of 30 days. Unless~~ the chief of police ~~shall find and~~ determines, based on substantial evidence, ~~whether that~~ the public health, safety and welfare would not be harmed by the issuance of the license. The application shall be denied where the results of an investigation by the police department show that the applicant has any of the following:

- A. Been convicted within five years prior to application of any crime involving moral turpitude or for operating a vehicle while under the influence of alcohol or drugs or for reckless driving.
- B. A proposed taxicab is in an unsafe condition; or
- C. Falsified any information in the application.

~~The police department shall within the thirty day life of the temporary license either approve or disapprove of the granting of the taxicab business license or continue to issue another temporary license until its investigation is complete.~~

SECTION 3. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance 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 ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Scott Lotter, Mayor

JOANNA GUTIERREZ, CMC, Town Clerk

DWIGHT L. MOORE, Town Attorney



**Town of Paradise
Council Agenda Summary
May 13, 2014**

Agenda Item: 7(e)

**Originated and
Reviewed by:**

Lauren Gill, Town Manager

Subject:

Temporary Sales Tax Ballot Measure

Council Action Requested:

- (1) Waive reading of entire Ordinance No. 540 and approve reading by title only;
(ROLL CALL VOTE)
- (2) Adopt Ordinance No. 540, An Ordinance of the Town Council of the Town of Paradise Adding Chapter 3.22 to the Paradise Municipal Code Regarding a Transactions and Use Tax to be Administered by the State Board of Equalization.
(ROLL CALL VOTE)

Background:

At the April 8, 2014, Paradise Town Council meeting, Ordinance No. 540 was introduced. If the ordinance is adopted this evening, a ballot measure will be placed on the November 4th General Election Ballot for voter approval. The ballot measure would ask Paradise residents to consider a local sales tax increase of one-half percent (0.50%) from April 1, 2015 until March 31, 2021. The authority to levy the tax imposed by this ordinance would automatically expire in six years.

Over the past several years, the Town of Paradise, as with all cities in California, suffered major revenue shortages and take-aways that have severely impacted local revenues. Those local revenues are how cities pay for public services such as police, fire, public works and street maintenance, to name a few. Despite budget difficulties, the Town of Paradise made great strides in paring down the size of local government, including reducing wages and benefits, without causing an alarming impact to the level of services. If additional revenues are not generated, any further cuts will have a direct and visible impact on the community.

It is important to note that this Ordinance allows the voters to have a voice and gives them an opportunity to be part of the solution. Residents need to be made fully aware of the situation and how the residents of Paradise would benefit by investing in the community. Conversely, residents should also be aware and fully understand the inevitable impact to vital services should the current budget picture continue.

Discussion:

Because Town staff has extended every resource to its limit and still struggles to provide a sustainable service level, it is necessary to ask the citizens of Paradise to

consider a short-term sales tax increase. The revenue generated during this six-year term would enable the Town to maintain and address deficiencies in the current levels of public safety and infrastructure in our Town.

There are only a few revenue options available to a public entity. A temporary, general sales tax increase would be most fairly distributed among residents and visitors. A sales tax is not strictly limited to residential land owners like a parcel tax. Visitors and neighboring residents who use our roads are included in paying for the cost to maintain them. It is also important to note that over two-thirds (67.4%) of California cities and counties have add-on sales tax. As of September 30, 2013, the average City Sales Tax in California is 8.08%. The trend is for local government to take a position of control of their local budget with money that is not available for the State to grab.

The distribution of taxes are often confusing as most people believe that all taxes stay “local” to support critical public safety services and build and repair roads. This is far from the truth. Only one cent of every sales tax dollar stays in the local community where they are collected. As one resident very eloquently stated, “I wouldn’t mind paying taxes so much, but I want my taxes to stay local so that I can see the benefit.” One hundred percent of every dollar generated by a local sales tax increase would stay in Paradise and benefit our community!

The total sales tax rate in the Town of Paradise is currently 7.5% or 7.5 cents on every dollar. Of this amount, the State receives 6.5% or 6.5 cents on every dollar, while the Town receives just 1% or one cent on every dollar.

It is highly recommended that the Council adopt the sales tax ordinance to keep the budget balanced and to preserve police, fire, street maintenance, animal control and other services for Town residents. Although a “general” tax cannot be designated in advance for specific purposes, staff is also recommending that the Council appoint a citizens oversight committee to monitor the use of the revenues from the sales tax increase.

Next Steps:

If the ordinance is passed by the Town Council, a ballot measure is placed on the ballot for the November election. A simple majority vote is needed to adopt the proposed general tax ordinance.

Upon adoption of Ordinance No. 540, the resolution will include language requesting that the ballot measure be submitted to the voters. The Town Attorney will provide an impartial analysis and the ballot measure text, and the resolutions will include the procedure relating to arguments for and against the measure.

Fiscal Impact Analysis:

- If the voters approve a half cent sales tax increase, it is estimated to increase the Town’s General Fund revenue annually by \$850,000 for a six-year term. The Town of Paradise would retain local control of 100% of the revenue generated

from this initiative. The State government in Sacramento would receive 0% of the Town sales tax increase.

- A citizens' oversight board will be established to ensure that the revenue is focused on critical public safety and infrastructure needs, such as to maintain police protection, fire suppression, capital improvements (downtown sewer system, street maintenance) and enable the Town to maintain current services.
- A temporary sales tax increase of a half cent will add just fifty cents to every \$100 spent on taxable goods in the Town of Paradise. An average cost spread out over every household is less than \$42.00 per year.

**TOWN OF PARADISE
ORDINANCE NO. 540**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
ADDING CHAPTER 3.22 TO THE PARADISE MUNICIPAL CODE
REGARDING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED
BY THE STATE BOARD OF EQUALIZATION**

The People of the Town of Paradise, State of California do **ordain as follows**:

SECTION 1: Chapter 3.22 is hereby added to the Paradise Municipal Code to read as follows:

**CHAPTER 3.22
Temporary Transactions and Use Tax**

Sections:

3.22.010	Title
3.22.020	Operative Date
3.22.030	Purpose
3.22.040	Contract with State
3.22.050	Transaction Tax Rate
3.22.060	Place of Sale
3.22.070	Use Tax Rate
3.22.080	Adoption of Provisions of State Law
3.22.090	Limitations on Adoption of State Law and Collection of Use Taxes
3.22.100	Permit Not Required
3.22.110	Exemptions and Exclusions
3.22.120	Amendments
3.22.130	Enjoining Collection Prohibited

3.22.010 Title

This ordinance shall be known as the Temporary Transactions and Use Tax Ordinance. The Town of Paradise hereinafter shall be called "Town." This ordinance shall be applicable in the incorporated territory of the Town.

3.22.020 Operative Date

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

3.22.030 Purpose

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the Town to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California, insofar as those provisions are not

inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.22.040 Contract with State

Prior to the operative date, the Town shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the Town shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such case the operative date shall be the first day of the first calendar quarter following the execution of such contract.

3.22.050 Transactions Rate Tax

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the Town at the rate of one-half of one percent (0.50%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory for six (6) years from the operative date of this ordinance.

3.22.060 Place of Sale

For the purposes of this ordinance, all retail sales are consumed at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his, her or its agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State of California or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3.22.070 Use Tax Rate

An excise tax is hereby imposed on the storage, use or other consumption in the Town of tangible personal property purchased from any retailer for six (6) years after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one-half of one percent (0.50%) of the sales price of the property.

3.22.080 Adoption of Provisions of State Law

Except as otherwise provided in this ordinance and except insofar as they are consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.22.090 Limitations on Adoption of State Law and Collection of Use Taxes

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this Town shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;
2. The result of that substitution would require action to be taken by or against this Town or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this ordinance.
3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
 - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the provision of that code.
4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "Town" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.22.100 Permit not Required

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.22.110 Exemptions and Exclusions

A. There shall be excluded from the measure of the transactions tax and the use tax in the amount of any sales tax or use tax imposed by the State of California or by any Town, Town and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
2. Sales of property to be used outside the Town which is shipped to a point outside the Town, pursuant to the contract of sale, by delivery to such point by the retailer or his, her or its agent, or by delivery by the

retailer to a carrier for shipment to a consignee at such point. For the purpose of this paragraph, delivery to a point outside the Town shall be satisfied.

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) if the Vehicle Code by registration to an out-of-Town address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-Town and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of the ordinance.

5. For the purposes of subsections (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract of lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this Town of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and taxation Code of the State of California.

3. If the purchase is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subsections (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the

contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the Town shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the Town or participates within the Town in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the Town or through any representative, agent, canvasser, solicitor, subsidiary, or person in the Town under the authority of the retailer.

7. "A retailer engaged in business in the Town" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the Town.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.22.120 Amendments

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not consistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.22.130 Enjoining Collection Forbidden

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the Town, or against any officer of the State or the Town, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected."

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase, portion of the application thereof to any person or circumstance of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision of such ordinance and shall not affect the validity of the remaining portions thereof.

SECTION 3. CEQA COMPLIANCE. The Town Council finds and determines that the enactment of this Ordinance is not a "project" as that term is used in the California Environmental Quality Act ("CEQA;" Cal. Pub. Resources Code Section 21000 et seq.) or the State CEQA Guidelines (Cal.Code of Regs., Title 14, Section 15000 et seq.). Therefore, no environmental assessment is required or necessary.

SECTION 4. EFFECTIVE DATE. This ordinance relates to the levying and collecting of the Town transactions and use taxes and shall take effect immediately upon its approval by the voters of the Town.

SECTION 5. TERMINATION DATE. The tax levied by this ordinance shall continue at the rate of 0.50% from April 1, 2015 until March 31, 2021. The authority to levy the tax imposed by this ordinance shall expire six (6) years from the operative date of this ordinance.

SECTION 6. DECLARATION. The proceeds of the taxes imposed by this ordinance may be used for any lawful purpose of the Town, as authorized by ordinance, resolution or action of the Town Council. These taxes are not special taxes within the meaning of Section 1(d) of Article XIIC of the California Constitution, but are general taxes imposed for general government purposes.

SECTION 7. EXECUTION. The Mayor and Town Clerk are authorized to subscribe this ordinance where indicated below to evidence its approval by the voters of the Town.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this ____ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Scott Lotter, Mayor

ATTEST:

By: _____
Joanna Gutierrez, Town Clerk

APPROVED AS TO FORM:

By: _____
Dwight L. Moore, Town Attorney

I hereby certify that this ordinance was APPROVED by the voters of the Town of Paradise, State of California, at a regular election on November __, 2014 and by the Town Council of the Town of Paradise at a regular meeting of the Council held on _____, 2014.

Scott Lotter, Mayor

Attest: _____
Joanna Gutierrez, Town Clerk