



Town of Paradise

Town Council Meeting Agenda

6:00 P.M. - April 11, 2017

Town Hall Council Chamber, 5555 Skyway, Paradise, CA

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

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

Meeting Procedures

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

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

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
- 1e. p5 Recognizing April as Sexual Assault Awareness Month

2. CONSENT CALENDAR

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

- 2a. p6 Approve Minutes of the March 14, 2017 and March 21, 2017 Regular and Adjourned Town Council Meetings
- 2b. p12 Approve March 2017 Cash Disbursements in the amount of \$1,512,171.27.
- 2c. p21 Approve the proposed list of projects for funding from the Hydrant Fund: 1. Country Club Dr. from Stearns to Blue Danube Dr. 2. Country Club Dr. from Blue Danube to District Boundary 3. Crestview/Crestwood Dr. 4. Lower Skyway Replace 4" pipeline to 12" (Engineering Only) 5. Hydrant Maintenance Position Support (Town of Paradise) Annual Allocation.
- 2d. p27 Authorize the Town Manager to execute two written agreements relating to the proposed Safeway/Black Olive Village Development Project; 1. An agreement between the Town of Paradise and Safeway, Inc. to pay for the conduct of required environmental review associated with Safeway's development project applications; and, 2. An agreement between the Town of Paradise and environmental consultants Michael Baker International relating to the preparation of the project's environmental documents.
- 2e. p50 Adopt Resolution No. 17-08, A Resolution of the Town Council of the Town of Paradise Authorizing Destruction of Certain Town Records Maintained in the Clerk Department Pursuant to Government Code Section 34090. The records listed in Exhibit B have been retained for the required number of years and are eligible for destruction.
- 2f. p54 Review and file the 2nd Quarter Investment Report for the Fiscal Year Ending June 30, 2017.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

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

5. PUBLIC HEARINGS

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

Public Hearing Procedure:

- A. Staff Report
- B. Mayor opens the hearing for public comment in the following order:
 - i. Project proponents (in favor of proposal)
 - ii. Project opponents (against proposal)
 - iii. Rebuttals – if requested
- C. Mayor closes the hearing
- D. Council discussion and vote

5a. p59 Conduct a public hearing to consider extending the solid waste, recyclable materials and yard waste collection processing and disposal services Franchise Agreement between the Town of Paradise and Northern Recycling and Waste Service (NRWS). After the close of the Public Hearing, consider Adopting Town Resolution No. 17-___, “A Resolution of the Town Council of the Town of Paradise Authorizing the Execution of an Amended and Restated Franchise Agreement with Northern Recycling and Waste Services for Refuse Collection, Recycling and Vegetative Waste Diversion Services for the Town of Paradise, Subject to the Approval of the Town Attorney” (The proposed franchise agreement would be extended to April 30, 2027 and would include an additional street sweeping program by NRWS which would include 1,300 annual sweeping miles for Town public roadways and 80 hours of on-call sweeping and/or drainage inlet vacuuming.)

6. COUNCIL CONSIDERATION

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

6a. p190 Consider approving Resolution No. 17-___, A Resolution of the Town Council of the Town of Paradise approving the California Department of Forestry and Fire Protection (CAL FIRE) for services from July 1, 2017 through June 30, 2021, Agreement 2CA03518, for a maximum amount not to exceed \$15,731,124. (ROLL CALL VOTE)

6b. p224 Consider adopting Resolution No. 17-___, A Resolution approving the plans and specifications for the Measure C Bille Rd. Overlay 2017 and authorizing advertisement for bids on the project. (ROLL CALL VOTE)

6c. p226 Consider adopting Resolution No. 17-___, A Resolution approving the revised plans and specifications for the Pearson Rd. Bike-Ped Improvements Phase II and authorizing advertisement for bids on the project. (ROLL CALL VOTE)

6d. p229 Consider re-appointing one Planning Commissioner, Martin Nichols whose term will expire on June 30, 2017 for one 4-year term effective July 1, 2017 through June 30, 2021 or advertise for the position.

6e. p232 1. Review the report presented related to the 2016/17 budget and approve the recommended budget adjustments; and, 2. Amend position control and budget appropriation for Animal Control Services; and 3. Consider the reported progress on the 2017/18 budget and provide any necessary staff direction. (ROLL CALL VOTE)

6f. p260 Consider 1. Adopting the 2017-18 Subrecipient funding recommendations regarding grant funding for local organizations; and 2. Adopting the FINAL 2017-2018 Annual Plan as submitted; or 3. Revising the FINAL 2017-2018 Annual Plan; and 4. Authorizing staff to submit the adopted 2017-2018 Annual Plan to the U.S. Department of Housing and Urban Development. (ROLL CALL VOTE)

7. COUNCIL INITIATED ITEMS AND REPORTS

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

8. STAFF COMMUNICATION

- 8a. Town Manager Report
 - Community Development Director

9. CLOSED SESSION - None

10. ADJOURNMENT

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

TOWN/ASSISTANT TOWN CLERK SIGNATURE	

WHEREAS, The month of April is Child Abuse Prevention, Sexual Assault Awareness Month and Denim Day California, which calls attention to the fact that sexual violence is widespread and impacts every man, woman and child in the **Town of Paradise**.

WHEREAS, Sexual violence is not a gender issue, and it is estimated that nearly one in three girls and one in six boys will experience some form of sexual violence before their 18th birthday; the United Nations has identified that 1 in 3 women in the world will be raped and/or beaten in their life time; and

WHEREAS, the federal Centers for Disease Control and Prevention have identified sexual violence as a significant, costly, and preventable health issue; and

WHEREAS, A coalition of rape crisis centers and their allies, known as the California Coalition Against Sexual Assault, has emerged to directly confront this crisis with the cooperation of law enforcement agencies, health care providers, institutions of higher education, and other allied professionals from California's diverse communities; and

WHEREAS, It is everyone's responsibility to support all survivors sexually violated by treating them with dignity, compassion, and respect; and it is important to recognize the compassion and dedication of the individuals involved in this effort, applaud their commitment, and increase public understanding of this silent epidemic; and

WHEREAS, Since 1998, "Denim Day" has helped to raise public awareness by dispelling myths and harmful attitudes about sexual violence which allow these crimes to persist and allow survivors to be re-victimized through victim-blaming attitudes and unresponsive government systems; and

WHEREAS, California is a national leader within the judicial, criminal justice, medical, rape crisis, and health communities in promoting victim-centered approaches to victims of crime. And for the past 43 years **Rape Crisis Intervention & Prevention** has led the way in **Paradise** in addressing sexual violence by providing FREE 24-hour crisis line services to victim/survivors and their significant others, responding to emergency calls, counseling, offering on-going support and comfort to those impacted by sexual violence during medical exams, law enforcement interviews, criminal proceedings, and empowering those impacted by sexual violence to chart their own course for healing.

NOW THEREFORE I, Scott Lotter, **Mayor of the Town of Paradise**, join **Rape Crisis Intervention & Prevention**, advocates and communities across the country in taking action to prevent sexual violence. Along with the United States Government and the State of California, I do hereby proclaim April 2017 as "Child Abuse Prevention, Sexual Assault Awareness Month and April 26, 2017, as Denim Day in California.

IN WITNESS WHEREOF I hereunto set my hand and caused the official seal of the **Town of Paradise**, be affixed hereto this 11th day of April 2017.

Scott Lotter, Mayor

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – March 14, 2017**

1. OPENING

The Regular Meeting of the Paradise Town Council was called to order by Mayor Lotter at 6:00 p.m. in the Town Council Chamber at 5555 Skyway, Paradise, California. An invocation was offered by Council Member Jones.

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Administrative Services Director/Town Treasurer Gina Will, Administrative Analyst Colette Curtis, Police Chief Gabriela Tazzari-Dineen, Battalion Chief Curtis Lawrie.

- 1a. Update on the Caltrans State Route 191 Curve Realignment Project presented by Tom Brannon, Deputy District Director, Caltrans District 3
- 1b. Volunteers in Police Service (VIPS) 2016 Annual Report, Presented by VIP Chuck Topalian (480-60-09)
- 1c. Town of Paradise Employees of the Year - Presented by Mayor Scott Lotter.
 - Colette Curtis - Administrative Analyst II
 - Dina Volenski - Town Clerk
- 1h. Town Council Recognitions of Employee Service to the Town of Paradise - Presented by Mayor Scott Lotter (630-20-022)

25 Years

Craig Baker – Community Development

15 years

Robert Grignon – Public Works
Candace Mays-Keillor – Public Works
Valerie Lynch – Police Department
Charles Rollo – Police Department

10 year

Robert Wright – Police Department

2. CONSENT CALENDAR

MOTION by Jones, seconded by Schuster, approved all consent calendar items 2a-2e as presented. Roll call vote was unanimous.

- 2a. Approved Minutes of the February 14, 2017 and February 28, 2017 Special, Regular and Adjourned Town Council Meetings.
- 2b. Approved February 2017 Cash Disbursements in the amount of \$1,606,981.24. (310-10-032)
- 2c. Reviewed and filed the 1st Quarter Investment Report for the Fiscal Year Ending June 30, 2017. (360-30-06)
- 2d. Received and filed the 2016/17 NCCSIF annual report. (520-10-04)
- 2e. Adopted Resolution No.17-07, A Resolution of the Town Council of the Town of Paradise Amending and Restating the Community Action Volunteer Worker Program. (670-20-10)

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION

- 1. Claudia Benike – invited Town Council to see the Paradise Symphony, “The Russians are Coming” on Sunday, March 19, 2017 at the Paradise Performing Arts Center.
- 2. Tom Kelly – updated Council on the Whiskey Flat Bridge, that it has finally received certification for a 36 ton bridge making it useable for fire trucks and asked for support from the Town Council and also informed Council that according to Sherriff Honea at the Butte County Supervisors meeting there’s no such thing as a sanctuary county.

5. PUBLIC HEARINGS - None.

6. COUNCIL CONSIDERATION

- 6a. Administrative Services Director/Town Treasurer Gina Will presented the Fiscal Year 2015/2016 Financial Audit report to the Town Council. Director Gill stated that Mann, Urrutia, Nelson CPA’s & Associates, LLP have completed the annual audit for Fiscal Year 2015/2016 and indicated that the financial statements present fairly, in all materials respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Town of Paradise as of June 30, 2016. (385-10-033)

MOTION by Bolin, seconded by Zuccolillo, received and acknowledged receipt of the Fiscal Year 2015/16 Financial Statement Audit report as submitted. Roll call vote was unanimous.

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Vice Mayor Jones requested that Town Council support a letter in favor of AB 496 (Traffic Relief and Road Improvement Act). (180-30-97)

Vice Mayor Jones reported that she and Town Engineer Marc Mattox went to Sacramento and met with Senator Nielsen and Assemblyman Gallagher to discuss transportation financing mechanisms being considered in the legislature. After discussion, Council unanimously concurred to send a letter in support of AB 496 to Assemblyman Fong. Mayor Lotter directed the Town Clerk to work with Vice Mayor Jones to draft the letter and to have it signed by each Council Member.

- 7b. Council reports on committee representation

Council Member Zuccolillo attended the PID/TOP Liaison meeting with Council Member Bolin.

Council Member Schuster attended the Butte County Mosquito and Vector Control meeting; the League of California Cities Conference with Vice Mayor Jones; reported on the Tourism Business Improvement District (TBID) and announced the opportunity to volunteer at the Butte County booth at the State Fair.

Vice Mayor Jones attended the League of California Cities Division meeting.

Council Member Bolin attended PID/TOP Liaison meeting, was thanked by citizen for immediate response from Public Works.

Mayor Lotter attended Butte LAFCo, Butte County Association of Governments and Butte County Air Quality Management District meetings, the Sewer meeting and announced the drop in Sewer Workshop on March 22 at Town Hall from 4-7 p.m.

Mayor Lotter also announced the benefit of using the TOP Access App available on a mobile device or from the Town's Website.

- 7c. Council Member Zuccolillo requested that the Town review zoning uses in the Downtown Corridor in regards to peddlers and food vendors. The issue will be brought back at a future Council meeting with a presentation from the Community Development Director.

8. STAFF COMMUNICATION

- 8a. Town Manager Report – None
 - Community Development Report – None

9. CLOSED SESSION

- 9a. At 7:13 p.m. Mayor Lotter announced that pursuant to Government Code section 54957, the Town Council will hold a closed session discussion relating to a performance evaluation of the Town Manager.

At 9:12 p.m. Mayor Lotter reconvened the meeting and reported the no action was taken.

10. ADJOURNMENT

At 9:13 p.m. Mayor Lotter adjourned the Council meeting to March 21, 2017 at 3:00 p.m., Paradise Town Hall, 5555 Skyway, Paradise CA 95969 for the purpose of holding a Regular Adjourned meeting pursuant to Government Code Section 54955.

Date Approved:

By:

Scott Lotter, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

MINUTES
PARADISE TOWN COUNCIL
ADJOURNED REGULAR MEETING – 3:00 PM – March 21, 2017

1. OPENING

The Regular Adjourned Meeting of the Paradise Town Council was called to order by Mayor Lotter at 3:03 p.m. in the Town Council Chamber at 5555 Skyway, Paradise, CA who led the Pledge of Allegiance to the Flag of the United States of America.

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

COUNCIL MEMBER ABSENT: None

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Administrative Services Director/Town Treasurer Gina Will, Public Works Director/Town Engineer Marc Mattox, Administrative Analyst Colette Curtis, Community Development Services/Planning Director Craig Baker, Police Chief Gabriela Tazzari-Dineen, Battalion Chief Curtis Lawrie, IT Manager Josh Marquis

2. PUBLIC COMMUNICATION - None

3. COUNCIL CONSIDERATION

- 3a. Following presentation(s) by staff, consider setting budget priorities for the 2017-2018 Fiscal Year, including funding consideration for the 2017-2018 Measure C Funds.

Manager Gill presented a brief presentation to the Town Council on the town-wide priorities and expectations, direction on where to focus the limited staff time and resources and a budget timeline for the process. Manager Gill highlighted some of the completed goals for the 2016/2017 calendar year:

- Sustained the cost of the CAL FIRE contract maintained staffing.
- Used Measure C Funds to purchase 3 new Police vehicles and two new Fire Engines.
- Sought and received funding from Rotary for 12 Self-Contained Breathing Apparatus for Fire Personnel.
- Utilized Measure C to help recruitment efforts in the police department.
- Equipped new police vehicles with MDC's and other equipment needed to roll out the new stock.
- Continued increased Police Training Program.
- Completed Police Department Siding project.
- Continued 2nd Animal Control Officer Position.
- AC Supervisor Course Training

- Online Clearance to Record using Accela.
- Online Dog Licensees using Chameleon.
- Implemented an Amnesty Program for unpaid code violations.
- Facilitated adoption of certain General Plan Safety Element updates to achieve compliance with SB 1241 by more comprehensively addressing the risks associated with wildland fires.
- Received a \$500,000 Grant to conduct a Feasibility Study for a wastewater solution in Paradise.
- Abated public health and safety hazards in Town through the receivership process.
- Completed safety enhancements on Clark Road.
- Completed improvements on Pearson Road.
- Supported Economic Development Events such as Wine in the Pines.
- Supported a successful Arlan Hudson Make a Difference Day

After discussion the Town Council determined the goals for the 2017/18 Fiscal Year.

1. Sewer Project
2. Police Department Staffing (Chief)
3. Continued CalFire Contract at Current Staffing
4. Facilities/Town Properties
5. Police Department Roof
6. Animal Control
7. Economic Development

4. ADJOURNMENT

Mayor Lotter adjourned the Council meeting at 5:00 p.m.

Date Approved:

By:

Scott Lotter, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
MARCH 1, 2017 - MARCH 31, 2017

March 1, 2017 - March 31, 2017

Check Date	Pay Period End	DESCRIPTION	AMOUNT
03/10/17	03/05/17	Net Payroll - Direct Deposits & Checks	\$109,967.27
03/24/17	03/19/17	Net Payroll - Direct Deposits & Checks	\$114,954.20
TOTAL NET WAGES PAYROLL			\$224,921.47

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$253,405.61
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$1,033,844.19
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$1,287,249.80</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$1,512,171.27</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: 3/1/2017 - To Payment Date: 3/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
66520	03/01/2017	Open			Accounts Payable	BRUNO, SHERRY	\$213.63		
66521	03/01/2017	Open			Accounts Payable	BUZZARD , CHRIS	\$520.78		
66522	03/01/2017	Open			Accounts Payable	DELONG, SHELLEY	\$213.63		
66523	03/01/2017	Open			Accounts Payable	EVERBANK COMMERCIAL FINANCE, INC	\$906.47		
66524	03/01/2017	Open			Accounts Payable	GALLAGHER, CRAIG	\$458.71		
66525	03/01/2017	Open			Accounts Payable	HAUNSCHILD, MARK	\$291.55		
66526	03/01/2017	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
66527	03/01/2017	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
66528	03/01/2017	Open			Accounts Payable	MOORE, DWIGHT, L.	\$14,076.00		
66529	03/01/2017	Open			Accounts Payable	Santander Leasing LLC	\$35,915.70		
66530	03/01/2017	Open			Accounts Payable	SBA Monarch Towers III LLC	\$131.59		
66531	03/01/2017	Open			Accounts Payable	WESTAMERICA BANK	\$8,603.18		
66532	03/02/2017	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$36.98		
66533	03/02/2017	Open			Accounts Payable	ACI ENTERPRISES, INC.	\$463.32		
66534	03/02/2017	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
66535	03/02/2017	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$234.98		
66536	03/02/2017	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$61.99		
66537	03/02/2017	Open			Accounts Payable	Asbury Environmental Services	\$120.00		
66538	03/02/2017	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,038.94		
66539	03/02/2017	Open			Accounts Payable	AT&T MOBILITY	\$84.10		
66540	03/02/2017	Open			Accounts Payable	AWARDS COMPANY	\$163.02		
66541	03/02/2017	Open			Accounts Payable	Bear Electric Solutions	\$1,425.00		
66542	03/02/2017	Open			Accounts Payable	Bennett Engineering Services Inc	\$41,446.08		
66543	03/02/2017	Open			Accounts Payable	Big O Tires	\$164.95		
66544	03/02/2017	Open			Accounts Payable	BUTTE CO AIR QUALITY MANAGEMENT DISTRICT	\$96.37		
66545	03/02/2017	Open			Accounts Payable	BUTTE CO DISTRICT ATTORNEY	\$2,542.00		
66546	03/02/2017	Open			Accounts Payable	BUTTE CO RECORDER	\$90.00		
66547	03/02/2017	Open			Accounts Payable	BUTTE COUNTY ELECTIONS DIVISION	\$26,121.93		
66548	03/02/2017	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$1,037.50		
66549	03/02/2017	Open			Accounts Payable	CHIEF SUPPLY CORP., INC.	\$535.95		
66550	03/02/2017	Open			Accounts Payable	CITY CLERKS ASSOCIATION OF CALIFORNIA	\$130.00		
66551	03/02/2017	Open			Accounts Payable	CLEANING CONNECTION, THE	\$400.00		
66552	03/02/2017	Open			Accounts Payable	COMCAST CABLE	\$291.01		
66553	03/02/2017	Open			Accounts Payable	COMPANIONS ANIMAL HOSPITAL	\$484.24		
66554	03/02/2017	Open			Accounts Payable	CREATIONS ENGRAVING	\$21.55		
66555	03/02/2017	Open			Accounts Payable	Crop Production Services, Inc.	\$2,959.57		
66556	03/02/2017	Open			Accounts Payable	Cummins Pacific LLC	\$56.81		
66557	03/02/2017	Open			Accounts Payable	Fierro, Melanie	\$17.43		
66558	03/02/2017	Open			Accounts Payable	FLORES TOOL & FASTENER	\$48.72		
66559	03/02/2017	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$141.00		
66560	03/02/2017	Open			Accounts Payable	Goodyear Tire & Rubber Company	\$1,244.37		
66561	03/02/2017	Open			Accounts Payable	GREAT AMERICA LEASING C	\$129.31		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 3/1/2017 - To Payment Date: 3/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
66562	03/02/2017	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$1,675.70		
66563	03/02/2017	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$410.51		
66564	03/02/2017	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	\$100.00		
66565	03/02/2017	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$444.45		
66566	03/02/2017	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$110.00		
66567	03/02/2017	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$584.89		
66568	03/02/2017	Open			Accounts Payable	Kuranda USA Inc	\$1,868.80		
66569	03/02/2017	Open			Accounts Payable	Legacy Construction	\$322.08		
66570	03/02/2017	Open			Accounts Payable	LIFETOUCH NATIONAL SCHOOL STUDIOS INC.	\$385.00		
66571	03/02/2017	Open			Accounts Payable	MC GEE, MEGHAN A.	\$161.00		
66572	03/02/2017	Open			Accounts Payable	Northern California Glove & Safety	\$350.19		
66573	03/02/2017	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$4,635.02		
66574	03/02/2017	Open			Accounts Payable	NWN Corporation	\$178.35		
66575	03/02/2017	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,764.64		
66576	03/02/2017	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$741.81		
66577	03/02/2017	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$1,100.75		
66578	03/02/2017	Open			Accounts Payable	Paradise Printing	\$59.26		
66579	03/02/2017	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$560.00		
66580	03/02/2017	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$256.00		
66581	03/02/2017	Open			Accounts Payable	Riebes Auto Parts	\$113.60		
66582	03/02/2017	Open			Accounts Payable	RITE AID	\$399.96		
66583	03/02/2017	Open			Accounts Payable	Robbins, Jennifer	\$161.00		
66584	03/02/2017	Open			Accounts Payable	SIERRA-SACRAMENTO VALLEY EMS	\$325.00		
66585	03/02/2017	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$2,477.46		
66586	03/02/2017	Open			Accounts Payable	SNAP-ON TOOLS	\$143.31		
66587	03/02/2017	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	\$386.80		
66588	03/02/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$126.66		
66589	03/02/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$71.21		
66590	03/02/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$26.64		
66591	03/02/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$23.77		
66592	03/02/2017	Open			Accounts Payable	Traffic Works, LLC	\$4,650.00		
66593	03/02/2017	Open			Accounts Payable	Tri Flame Propane	\$503.59		
66594	03/02/2017	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
66595	03/02/2017	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$187.00		
66596	03/02/2017	Open			Accounts Payable	VERIZON WIRELESS	\$509.29		
66597	03/02/2017	Open			Accounts Payable	VERIZON WIRELESS	\$789.75		
66598	03/02/2017	Open			Accounts Payable	WILKEY, PO, JOHN	\$11.50		
66599	03/02/2017	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$749.62		
66600	03/02/2017	Open			Accounts Payable	Aflac	\$189.92		
66601	03/02/2017	Open			Accounts Payable	BLOOD SOURCE	\$57.00		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 3/1/2017 - To Payment Date: 3/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
66602	03/02/2017	Open			Accounts Payable	Met Life	\$8,625.17		
66603	03/02/2017	Open			Accounts Payable	OPERATING ENGINEERS	\$893.00		
66604	03/02/2017	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,192.74		
66605	03/02/2017	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,395.75		
66606	03/02/2017	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$675.14		
66607	03/02/2017	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$100.00		
66608	03/10/2017	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$50.00		
66609	03/10/2017	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
66610	03/10/2017	Open			Accounts Payable	STATE OF CALIFORNIA FRANCHISE TAX BOARD	\$543.52		
66611	03/16/2017	Open			Accounts Payable	49er Communications, Inc	\$1,515.10		
66612	03/16/2017	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$17.95		
66613	03/16/2017	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$38.68		
66614	03/16/2017	Open			Accounts Payable	ALHAMBRA	\$69.34		
66615	03/16/2017	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$61.99		
66616	03/16/2017	Open			Accounts Payable	Asbury Environmental Services	\$277.80		
66617	03/16/2017	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$108.65		
66618	03/16/2017	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$295.84		
66619	03/16/2017	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$19.67		
66620	03/16/2017	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,586.27		
66621	03/16/2017	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,110.62		
66622	03/16/2017	Open			Accounts Payable	Biometrics4ALL, Inc	\$18.75		
66623	03/16/2017	Open			Accounts Payable	BUTTE COUNTY PUBLIC HEALTH - OROVILLE	\$119.00		
66624	03/16/2017	Open			Accounts Payable	California Society of Municipal Finance Officers	\$110.00		
66625	03/16/2017	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$220.00		
66626	03/16/2017	Open			Accounts Payable	COMPANIONS ANIMAL HOSPITAL	\$139.60		
66627	03/16/2017	Open			Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$2,813.75		
66628	03/16/2017	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$748,629.46		
66629	03/16/2017	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$37.02		
66630	03/16/2017	Open			Accounts Payable	Eagle Security Systems	\$193.50		
66631	03/16/2017	Open			Accounts Payable	Entersect	\$84.95		
66632	03/16/2017	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$264.00		
66633	03/16/2017	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$8,039.76		
66634	03/16/2017	Open			Accounts Payable	ID WHOLESALER	\$55.54		
66635	03/16/2017	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$967.52		
66636	03/16/2017	Open			Accounts Payable	KEN'S HITCH & WELDING	\$22.39		
66637	03/16/2017	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$1,802.06		
66638	03/16/2017	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
66639	03/16/2017	Open			Accounts Payable	MANN, URRUTIA, NELSON, CAS & ASSOC, LLP	\$1,500.00		
66640	03/16/2017	Open			Accounts Payable	Meyers Police Canine Training	\$600.00		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 3/1/2017 - To Payment Date: 3/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
66641	03/16/2017	Open			Accounts Payable	NEWMAN TRAFFIC SIGNS	\$1,923.18		
66642	03/16/2017	Open			Accounts Payable	NICOLETTI, CHRISTOPHER	\$34.65		
66643	03/16/2017	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$4,971.56		
66644	03/16/2017	Open			Accounts Payable	NORTHSTAR ENGINEERING INC	\$1,248.38		
66645	03/16/2017	Open			Accounts Payable	NORTHSTATE AGGREGATE, INC.	\$447.17		
66646	03/16/2017	Open			Accounts Payable	O'REILLY AUTO PARTS	\$681.87		
66647	03/16/2017	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$310.34		
66648	03/16/2017	Open			Accounts Payable	PARADISE TRANSMISSIONS	\$2,107.09		
66649	03/16/2017	Open			Accounts Payable	PBM SUPPLY & MFG INC	\$277.65		
66650	03/16/2017	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$880.00		
66651	03/16/2017	Open			Accounts Payable	PETTY CASH CUSTODIAN, HELEN CHEUNG	\$97.07		
66652	03/16/2017	Open			Accounts Payable	PRO FORCE LAW ENFORCEMENT	\$994.26		
66653	03/16/2017	Open			Accounts Payable	R B SPENCER INC	\$1,071.10		
66654	03/16/2017	Open			Accounts Payable	R. Towne Backflow	\$1,200.00		
66655	03/16/2017	Open			Accounts Payable	Riebes Auto Parts	\$408.68		
66656	03/16/2017	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$140.00		
66657	03/16/2017	Open			Accounts Payable	SONSRAY MACHINERY LLC	\$1,645.39		
66658	03/16/2017	Open			Accounts Payable	TeleCheck Services, Inc.	\$35.00		
66659	03/16/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$232.85		
66660	03/16/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$18.94		
66661	03/16/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$6.89		
66662	03/16/2017	Open			Accounts Payable	Tri Flame Propane	\$345.04		
66663	03/16/2017	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$1,310.38		
66664	03/16/2017	Open			Accounts Payable	VERIZON WIRELESS	\$312.71		
66665	03/16/2017	Open			Accounts Payable	VERIZON WIRELESS	\$82.77		
66666	03/16/2017	Open			Accounts Payable	VERIZON WIRELESS	\$223.29		
66667	03/16/2017	Open			Accounts Payable	What 2 Cut	\$638.30		
66668	03/16/2017	Open			Accounts Payable	WILKEY, PO, JOHN	\$264.00		
66669	03/16/2017	Open			Accounts Payable	Wilson, Tammie	\$17.40		
66670	03/16/2017	Open			Accounts Payable	WILSON PRINTING CO.	\$220.89		
66671	03/16/2017	Open			Accounts Payable	Pierce Manufacturing Inc.	\$1,346.87		
66672	03/24/2017	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$50.00		
66673	03/24/2017	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
66674	03/24/2017	Open			Accounts Payable	STATE OF CALIFORNIA FRANCHISE TAX BOARD	\$419.18		
66675	03/30/2017	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$36.98		
66676	03/30/2017	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$61.99		
66677	03/30/2017	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,038.94		
66678	03/30/2017	Open			Accounts Payable	AT&T MOBILITY	\$84.60		
66679	03/30/2017	Open			Accounts Payable	BACKGROUNDS & MORE	\$325.00		
66680	03/30/2017	Open			Accounts Payable	Bear Electric Solutions	\$1,425.00		
66681	03/30/2017	Open			Accounts Payable	Big O Tires	\$1,011.69		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 3/1/2017 - To Payment Date: 3/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
66682	03/30/2017	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$837.00		
66683	03/30/2017	Open			Accounts Payable	COMCAST CABLE	\$291.01		
66684	03/30/2017	Open			Accounts Payable	DAVID ROWE TREE SERVICE	\$180.00		
66685	03/30/2017	Open			Accounts Payable	DON'S SAW & MOWER	\$113.98		
66686	03/30/2017	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$175.13		
66687	03/30/2017	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$192.20		
66688	03/30/2017	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$264.00		
66689	03/30/2017	Open			Accounts Payable	FRANK'S REFRIGERATION & HEATING INC.	\$80.00		
66690	03/30/2017	Open			Accounts Payable	Goodyear Tire & Rubber Company	\$1,193.65		
66691	03/30/2017	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
66692	03/30/2017	Open			Accounts Payable	HELENA SPECIALTY PRODUCTS	\$430.78		
66693	03/30/2017	Open			Accounts Payable	Housing Authority of the County of Butte	\$1,658.45		
66694	03/30/2017	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$3,086.42		
66695	03/30/2017	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$759.24		
66696	03/30/2017	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$332.80		
66697	03/30/2017	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$641.36		
66698	03/30/2017	Open			Accounts Payable	KOEFRA INDUSTRIES	\$500.00		
66699	03/30/2017	Open			Accounts Payable	L.N. CURTIS & SONS	\$1,497.43		
66700	03/30/2017	Open			Accounts Payable	Mark Thomas & Company Inc	\$6,648.94		
66701	03/30/2017	Open			Accounts Payable	Mayhugh, Tyler	\$231.00		
66702	03/30/2017	Open			Accounts Payable	NORTH VALLEY BARRICADE, INC.	\$65.94		
66703	03/30/2017	Open			Accounts Payable	O'REILLY AUTO PARTS	\$656.02		
66704	03/30/2017	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$126.83		
66705	03/30/2017	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$9,255.51		
66706	03/30/2017	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$8,000.00		
66707	03/30/2017	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$1,096.70		
66708	03/30/2017	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$91.03		
66709	03/30/2017	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$880.00		
66710	03/30/2017	Open			Accounts Payable	Price, Zachary	\$231.00		
66711	03/30/2017	Open			Accounts Payable	R B SPENCER INC	\$1,082.50		
66712	03/30/2017	Open			Accounts Payable	RE CONSTRUCTION	\$2,680.16		
66713	03/30/2017	Open			Accounts Payable	Riebes Auto Parts	\$308.27		
66714	03/30/2017	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO., INC.	\$1,754.73		
66715	03/30/2017	Open			Accounts Payable	SIERRA SAFETY ASSOCIATES	\$750.62		
66716	03/30/2017	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$260.00		
66717	03/30/2017	Open			Accounts Payable	SNAP-ON TOOLS	\$40.35		
66718	03/30/2017	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	\$500.00		
66719	03/30/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$138.71		
66720	03/30/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$666.79		
66721	03/30/2017	Open			Accounts Payable	Traffic Works, LLC	\$4,290.00		

CASH DISBURSEMENTS REPORT

From Payment Date: 3/1/2017 - To Payment Date: 3/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
66722	03/30/2017	Open			Accounts Payable	Tri Flame Propane	\$160.00		
66723	03/30/2017	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
66724	03/30/2017	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$3,796.44		
66725	03/30/2017	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$635.00		
66726	03/30/2017	Open			Accounts Payable	VERIZON WIRELESS	\$514.62		
66727	03/30/2017	Open			Accounts Payable	VERIZON WIRELESS	\$314.64		
66728	03/30/2017	Open			Accounts Payable	Walters, Perry	\$231.00		
66729	03/30/2017	Open			Accounts Payable	WILSON PRINTING CO.	\$79.45		
Type Check Totals:									
EFT									
555	03/02/2017	Open			Accounts Payable	CALPERS	\$121,231.74		
556	03/10/2017	Open			Accounts Payable	CALPERS - RETIREMENT	\$27,582.65		
557	03/10/2017	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$3,878.53		
558	03/10/2017	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$6,361.74		
559	03/10/2017	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$18,269.29		
560	03/02/2017	Open			Accounts Payable	CALPERS	\$1,341.60		
561	03/02/2017	Open			Accounts Payable	CALPERS	\$206.40		
562	03/02/2017	Open			Accounts Payable	CALPERS	\$412.80		
563	03/02/2017	Open			Accounts Payable	CALPERS	\$309.60		
564	03/02/2017	Open			Accounts Payable	CALPERS	\$774.00		
565	03/02/2017	Open			Accounts Payable	CALPERS	\$361.20		
567	03/24/2017	Open			Accounts Payable	CALPERS - RETIREMENT	\$26,937.70		
568	03/24/2017	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,469.22		
569	03/24/2017	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$6,363.96		
570	03/24/2017	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$19,729.84		
571	03/30/2017	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$1,000.00		
Type EFT Totals:									
AP - US Bank TOP AP Checking Totals									
							210 Transactions	\$1,048,019.53	
							16 Transactions	\$239,230.27	

CASH DISBURSEMENTS REPORT

From Payment Date: 3/1/2017 - To Payment Date: 3/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	210	\$1,048,019.53	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	210	\$1,048,019.53	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	16	\$239,230.27	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	16	\$239,230.27	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	226	\$1,287,249.80	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	226	\$1,287,249.80	\$0.00	
Grand Totals:									
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	210	\$1,048,019.53	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	210	\$1,048,019.53	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	16	\$239,230.27	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	16	\$239,230.27	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	226	\$1,287,249.80	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	226	\$1,287,249.80	\$0.00	



**Town of Paradise
Council Agenda Summary
Date: April 11, 2017**

Agenda Item: 2(c)

Originated by: Colette Curtis, Administrative Analyst II
Reviewed by: Lauren Gill, Town Manager
Subject: **PID Hydrant Fund Project Update**

Council Action Requested:

1. Approve the proposed list of projects for funding from the Hydrant Fund.

Background:

On February 8, 2017 Town staff met with Paradise Irrigation District staff to discuss projects to be funded by the Hydrant Fund. The Hydrant Ownership and Replacement Fund (Hydrant Fund) was enacted in October 1991 to provide a funding mechanism for the installation, repair and maintenance of fire hydrants in the Town of Paradise. Maintenance includes flow testing, hydrant cap replacement, blue dot markers, weeding, painting and other miscellaneous repairs. The Hydrant Fund was amended in 1999 to include the replacement of water mains in areas with low fire flows.

The Hydrants are owned and maintained by the Town of Paradise with monies collected and accounted for by the Paradise Irrigation District. The Paradise Irrigation District is currently collecting about \$123,000 a year.

Pipeline improvement projects are funded 50% by the Town's Hydrant Fund and 50% by PID.

Discussion:

The Town Liaison Committee, consisting of Council members Bolin and Zuccolillo, PID Directors Rice and Sulik, as well as Town and PID Staff met on March 8, 2017, to discuss projects for funding from the Hydrant Fund. The Liaison Committee agreed to take the project list back to the Town Council and PID Board of Directors for approval. On March 15, 2017, the PID Board of Directors authorized the proposed list of projects for funding from the Hydrant Fund.

The following chart shows the projects as recommended by the PID/Town Liaison Committee and subsequently approved by PID on March 15th.

Project List for Consideration:

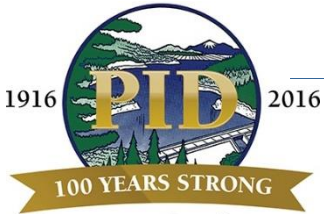
Project	LF	Hydrant Fund	PID Share	Total Project Cost
Beginning Balance \$510,000				
Country Club Dr. from Stearns to Blue Danube Dr.	1,200	\$90,000	\$90,000	\$180,000
Country Club Dr. from Blue Danube to District Boundary	1,500	\$112,500	\$112,500	\$225,000
Crestview/Crestwood Dr.	3,100	\$248,000	\$248,00	\$496,000
Lower Skyway Replace 4" pipeline to 12" (Engineering Only)	TBD	TBD	TBD	TBD
Hydrant Maintenance Position Support (Town of Paradise) Annual Allocation		\$20,000		
Total		\$470,500	\$450,500	\$901,000
Ending Balance \$39,500				

Financial Impact:

The proposed pipeline projects will be funded out of the Hydrant Fund, a previously authorized fund with a current balance of \$510,000. If all projects are funded, there will be a remaining balance in the fund of \$39,500.

Staff Recommendation:

Staff recommends approval of the project list to maintain the Town's fire hydrants for public safety.



PARADISE IRRIGATION DISTRICT

"Paradise Irrigation District (PID) is dedicated to the business of producing and delivering a safe, dependable supply of quality water in an efficient, cost effective manner with service that meets or exceeds the expectation of our customers."

Please consider how this agenda item relates to our mission.

Our water. Our future.

TO: Board of Directors

FROM: George Barber, General Manager

DATE: March 8, 2017

**RE: Hydrant Fund Project Authorization
3/15/17 Board of Directors Meeting**

The Town and PID staff met to discuss projects to be funded by the Hydrant Fund. Project approval must come from both the Town Council and PID Board. The fund is available for upgrading and replacing water mains to improve fire hydrant flows. The pipeline projects are funded 50% by PID and 50% by the Hydrant Fund. This means that when PID constructs the project, half the labor, materials and equipment charges are covered.

The Town Liaison Committee met and discussed this issue and will have input at the Board meeting.

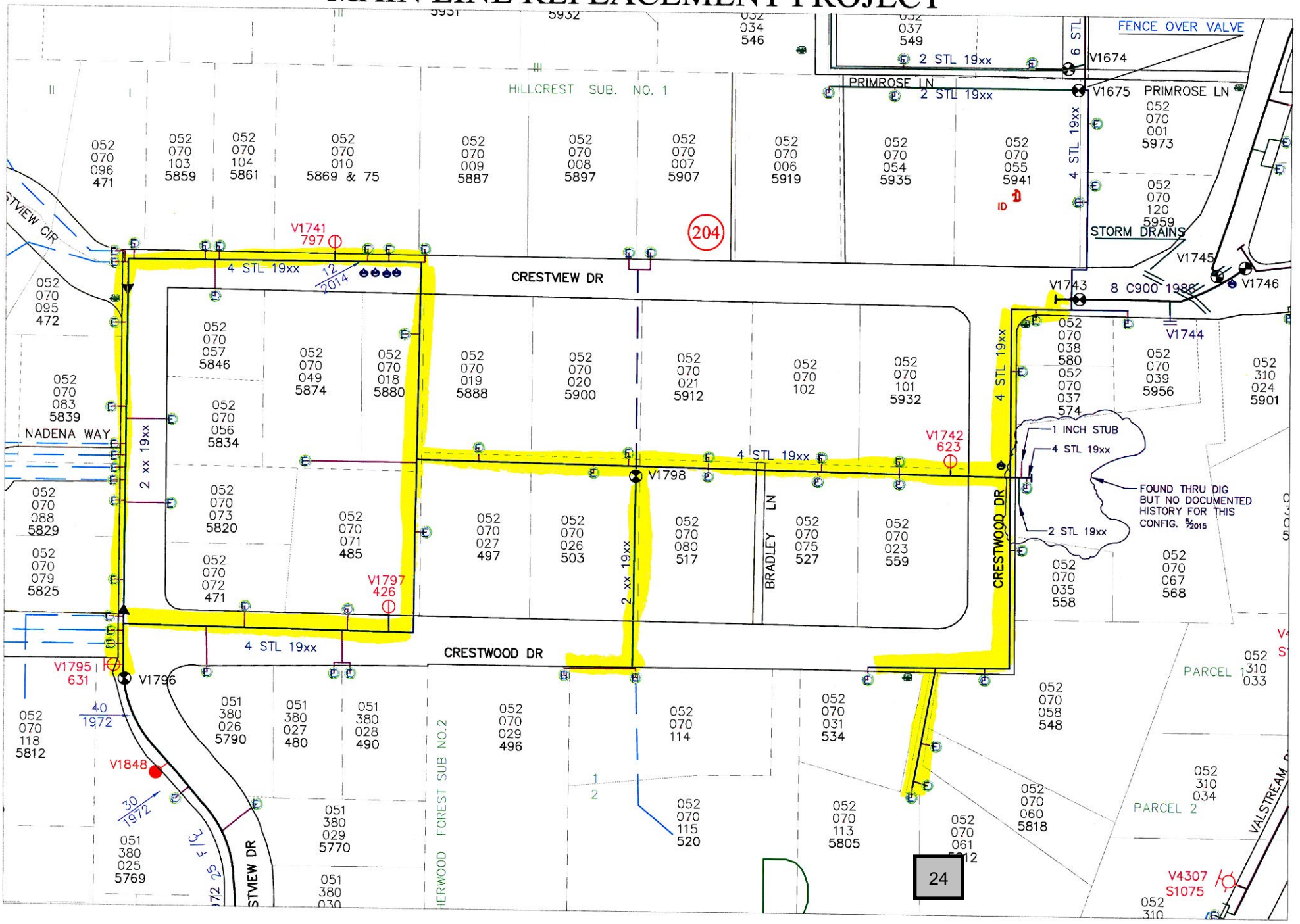
The project list up for consideration and supported by PID staff is:

Project	LF	Hydrant Fund	PID Share	Total Project Cost
Beginning Balance \$510,000				
Country Club Drive from Stearns to Blue Danube Drive	1,200	\$ 90,000	\$ 90,000	\$ 180,000
Country Club Drive from Blue Danube to District Boundary	1,500	\$ 112,500	\$ 112,500	\$ 225,000
Crestview/Crestwood Drive	3,100	\$ 248,000	\$ 248,000	\$ 496,000
Lower Skyway Replace 4" pipeline to 12" (Engineering Only)	TBD	TBD	TBD	TBD
Hydrant Maintenance Position Support (Town of Paradise) Annual Allocation		\$ 20,000		
Total		\$ 470,500	\$ 450,500	\$ 901,000
Ending Balance \$39,500				

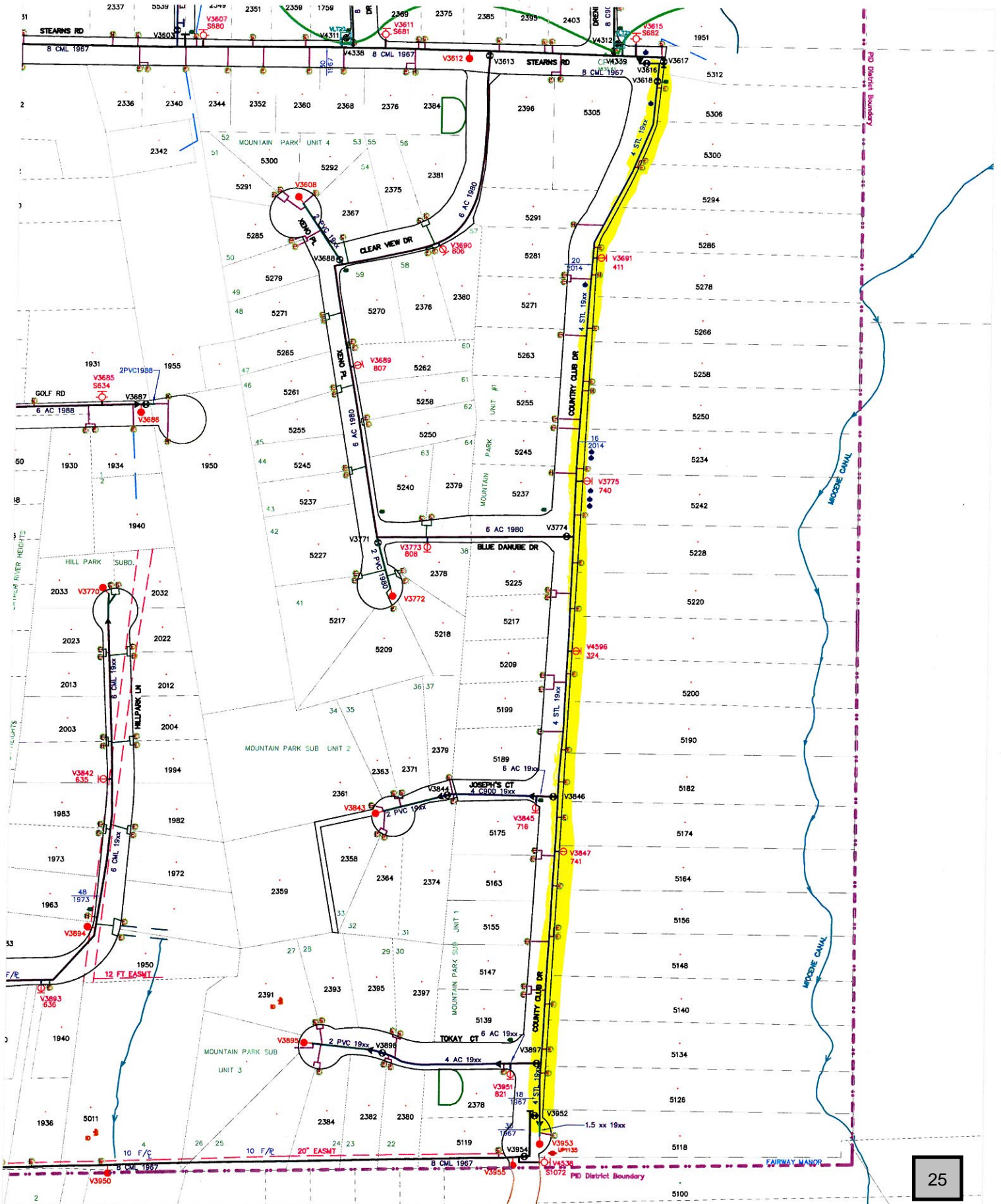
The following form of motion is recommended:

"I move approval to authorize the proposed list of projects for funding from the Hydrant Fund."

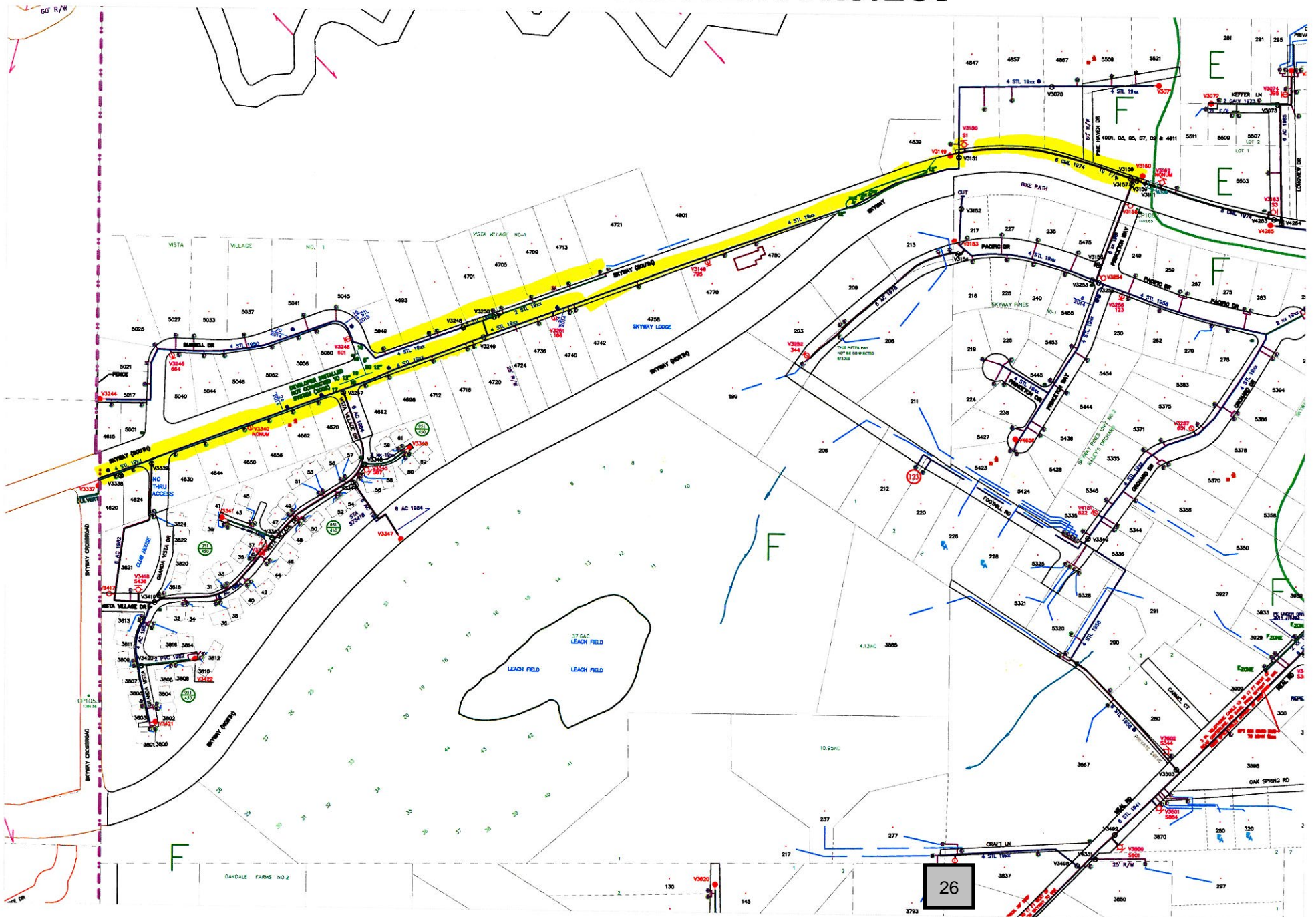
CRESTVIEW DR / CRESTWOOD DR MAIN LINE REPLACEMENT PROJECT



COUNTRY CLUB DR MAIN LINE REPLACEMENT PROJECT



SKYWAY - RUSSELL DR MAIN LINE REPLACEMENT PROJECT





TOWN OF PARADISE
Council Agenda Summary
Date: April 11, 2017

Agenda No. 2(d)

ORIGINATED BY: Craig Baker, Community Development Director

REVIEWED BY: Lauren Gill, Town Manager
Dwight L. Moore, Town Attorney

SUBJECT: Agreements relating to proposed Safeway/Black Olive Village Development Project

COUNCIL ACTION REQUESTED: Adopt a **MOTION TO:**

1. Authorize the Town Manager to execute the following agreements:
 - An agreement between the Town of Paradise and Safeway, Inc., to pay for the conduct of required environmental review associated with Safeway's development project applications; and
 - An agreement between the Town of Paradise and environmental consultants Michael Baker International relating to the preparation of the project's environmental document(s).

BACKGROUND: Safeway has submitted the following applications relating to the proposed development of ± 7.63 acres located at 5795, 5825, 5833, 5851 and 5887 Skyway in Paradise:

- Conditional Use Permit
- Tree Felling Permit
- Architectural Design Review

The proposed name of the development is Black Olive Village. Safeway has purchased four of the five parcels comprising the project site and has executed a long-term lease for a fifth parcel. All parcels are contiguous. Safeway has proposed to develop the site as follows:

- Safeway store (54,471 square feet)
- Safeway fuel kiosk (1,002 square feet)
- 18 fuel dispensing pumps under a canopy (7,125 square feet)
- Additional branded retail shops (7,800 square feet)
- Future restaurant pad (4,200 square feet)

Other site improvements include a paved parking facility containing 266 parking stalls, an on-site wastewater treatment plant and dispersal field, two separate driveway encroachments connecting to Skyway, site landscaping and commercial monument signs. Off-site improvements include full frontage improvements along Skyway to Town standards, including a Butte County Transit bus pullout and shelter. Development of the site as proposed will result in the felling and removal of up to 180 trees that are subject to the Town's Tree Felling Regulations.

The architectural design of the project can be characterized as Mountain Craftsman, emphasizing the use of heavy wooden accents and stonework and is consistent with the requirements of the Town's Design Standards.

DISCUSSION: Due to the complexity of and time demands associated with processing Safeway's applications and required environmental review, it is necessary to obtain the services of an environmental consulting firm. All the costs for such services will be paid by Safeway, Inc.

As such, staff is recommending that the Town Manager be authorized to execute the following agreements:

- An agreement between the Town of Paradise and Safeway, Inc., in which Safeway will be required to pay \$67,816 to the Town for the costs to conduct required environmental review associated with Safeway's development project applications.
- An agreement between the Town of Paradise and environmental consultants Michael Baker International relating to the preparation of a required environmental document. The estimated time to complete the environmental review is approximately 19 to 21 weeks.

FINANCIAL IMPACT: Safeway, Inc., will deposit \$67,816 with the Town to cover the environmental consultant's fees associated with conducting required environmental review.

Attachments

- Proposed agreement between the Town of Paradise and environmental consultant Michael Baker International consultants
- An agreement between the Town of Paradise and Safeway, Inc.
- Project site plan

AGREEMENT

This Agreement (“Agreement”) is made on _____, 2017 (“Effective Date”) by and between the Town of Paradise, a municipal corporation (the “Town”) and Safeway (“Applicant”).

RECITALS

This Agreement is made with respect to the following facts.

A. The Applicant is the owner of that certain real property (“Property”) located at 5795, 5825, 5833, 5851 and 5887 Skyway, Town of Paradise, County of Butte, California.

B. The Applicant is contemplating the development of the Property as a shopping center, including a grocery store, a nine (9) station (18 pumps) gasoline fueling station, a retail structure and a restaurant. The proposed name of the development is the Black Olive Village Project. The Applicant has submitted applications for various discretionary approvals relating to the Property including, without limitation, a use permit, a land use entitlement which requires, among other things, environmental documents pursuant to the California Environmental Quality Act (“CEQA”). All of the above shall be referred to collectively as the “Project.”

C. To provide the Town with the environmental services, planning services and information necessary to the Town’s review process for the Project, it is necessary for the Town to retain the services of Michael Baker International as environmental consultant.

D. As a condition to the Town’s completion of the review process, the Applicant has agreed to provide to the Town all the money for the costs and expenses for the Consultant’s services reasonably related to the Town’s review process for the Project in the manner and amounts set forth, and subject to the limits set forth, in this Agreement. The Applicant’s payment of such money to the Town under this Agreement is for the purpose of ensuring that the Town has the necessary resources to diligently and efficiently provide environmental analysis and review, and planning services to process the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises and agreements, the Town and the Applicant agree as follows:

1. Incorporation of Recitals.

The parties agree that the Recitals constitute the factual basis upon which the Town and the Applicant have entered into this Agreement. The Town and the Applicant each acknowledge the accuracy of the Recitals.

2. Town to Retain Consultant.

As a necessary and indispensable part of its fact finding process relating to the review of the Project and Applicant's proposed uses of the Property, the Town shall retain, by means of a contract ("Consultant Contract") in its reasonable and sole discretion, the services of the Consultant set forth in Section 4 of this Agreement associated with providing such environmental, planning, public information as the Town may reasonably deem necessary in its sole discretion, subject to the terms set forth herein. The selection of the Consultant employed shall be as determined by the Town, in its reasonable and sole discretion. The presently contemplated scope of work of the Consultant is attached hereto as Exhibit A. The Town reserves the right, in its reasonable and sole discretion, to amend the scope of work of the Consultant as it deems necessary and appropriate where such amendments are necessary to achieve compliance with CEQA, State planning law, and related federal laws for the Project and are related to the Town's proper review and consideration of the Project.

The Applicant agrees that, notwithstanding the Applicant's payment obligations under this Agreement, the Consultant selected by the Town shall be the contractor exclusively of the Town. Except for those disclosures required by law, including, without limitation, the California Public Records Act, all conversations, notes, memoranda, correspondence, and other forms of communication by and between the Town and the Consultant shall be, to the extent permissible by law, privileged and confidential and not subject to disclosure to the Applicant, except as set forth in this Section 2, in Section 5, and/or through discovery in any litigation that might arise out of an alleged breach of this Agreement. The Applicant agrees that it shall have no claim to, nor shall it assert any right to approve or amend any reports, correspondence, plans, maps, drawings, news releases or any and all other documents or work product produced by the Consultant pursuant to the Consultant Contract. The Applicant, however, reserves the right to publicly or privately express any disagreement it may have with the contents or conclusions of, and to recommend amendments or changes to, any such reports, correspondence, plans, maps, drawings, news releases or any and all other documents or work product produced by the Consultant pursuant to such Contract. The Town shall include in the Consultant Contract a termination provision authorizing the Town to, upon short notice, terminate the contract without cause by sending written notice of termination to the Consultant. Prior to terminating the Consultant Contract that may result in additional costs to the Applicant or delay in the processing of the Project, Town staff shall meet and confer with the Applicant, and shall share with the

Applicant both the work product that is allegedly inadequate and all evidence of any attempts by the Consultant and/or its subcontractors to remedy any alleged flaws in such work product. Prior to making any definitive decision to terminate the Consultant Contract in a manner that may result in additional costs for the Applicant or delay in the processing of the Project, the Town shall permit the Applicant, within five business days after receiving the documents purportedly demonstrating the inability of the Consultant or its subcontractors to prepare legally adequate environmental documents, the opportunity to provide oral or written comments regarding how the work product at issue can be improved or rendered legally adequate without the need for terminating the Contract or retaining a new Consultant at a cost to the Applicant. The grounds for terminating the environmental Consultant Contract shall be limited to the Consultant's failure to use Consultant's best efforts to provide services necessary to comply with CEQA. The Town shall only terminate the Consultant Contract where the Town reasonably concludes, after consulting with the Applicant and considering any oral or written suggestions made by the Applicant as to how to improve the work product submitted by the Consultant and/or Consultant's subcontractors, that continued employment of the Consultant will not and cannot lead to the completion of a legally adequate EIR and compliance with other laws within a time frame acceptable to the Town. Applicant understands that it shall not be a third party beneficiary to the Town's contract with the Consultant.

3. Applicant to Cooperate with Consultant.

The Applicant agrees to cooperate in good faith with the Town and the Consultant. The Applicant shall instruct its agents, employees, consultants, contractors and attorneys to reasonably cooperate with the Consultant and to provide all necessary documents or information reasonably requested of them by the Consultant; provided, however, that the foregoing shall not require the disclosure of any documents or information of the Applicant which by law is privileged, proprietary, confidential, or exempt from disclosure under the California Public Records Act.

4. Town's Selection of Consultant.

The Town has decided to retain the following consultant pursuant to this Agreement:

- (a) Michael Baker International as the Environmental Consultant – Exhibit A

The Applicant agrees that the Town may select other consultants to replace the Consultant preliminarily identified above and may do so without the Applicant's approval after meeting and conferring with the Applicant as required by Section 2 and Section 6 of this Agreement.

5. Applicant's Deposit for Consultant Costs and Expenditures.

Upon execution of this Agreement, the Applicant shall deposit with the Town the amount of \$67,816 for the costs and expenditures to be incurred by the Town relative to the Consultant Contract ("Consultant's Costs"). The Town shall not be required to advance its own funds to pay Consultant's Costs.

The Town may pay the amounts of the Consultant's Costs without specifically notifying the Applicant, provided that such costs are substantially consistent with the Consultant's Costs for the time and money required for various tasks identified in the Consultant Contract (see Exhibit A). The Town shall retain sole authority to approve such invoices. The Town shall obtain the Applicant's prior written approval before amending the scope of services of the Consultant or incurring additional Consultant's Costs that exceed the Consultant's Costs ("Excess Costs"). The Town shall give notice of any such proposed amendments to the Applicant through its legal counsel: _____, California, _____, Attention: _____. Within twenty (20) calendar days after notice from the Town to Applicant's legal counsel, the Applicant shall inform the Town whether it agrees or disagrees with the proposed amendments to the scope of services and Excess Costs. If the Applicant approves the proposed amendments and Excess Costs, the Applicant shall deposit the Excess Costs with the Town within fifteen (15) calendar days thereafter.

If, after receiving notice of proposed amendments to the scope of services that would result in Excess Costs, the Applicant disagrees with the Town incurring Excess Costs, the Applicant shall request a meeting with Town staff to discuss such disagreement. Town staff, including the Town Manager and Community Development Director, shall attend any such meeting and in good faith hear any objections or disagreements voiced by the Applicant or submitted by the Applicant in writing to the Town. In reviewing any disagreements articulated by the Applicant, Town staff shall consider whether any proposed amendments to the Consultant's scope of services are necessary to achieve legally adequate compliance with CEQA and planning actions and whether the proposed work tasks at issue can reasonably be required as coming within the original scope of work as set forth in the Consultant Contract attached hereto (Exhibit A). After the Town has met with the Applicant, the Town may terminate this Agreement pursuant to Section 9, subject to the Applicant's obligation to pay the Town for all Consultant's Costs incurred by the Town prior to the date of termination, whether or not yet paid by the Town to the Consultant. The Applicant understands that such termination will relieve the Town of further obligation to process its Project. If the Town elects to terminate this Agreement, the Applicant will have the right to receive from the Town copies (in both written and electronic form, if available) of all materials of any kind generated pursuant to the Consultant Contract.

Within thirty (30) calendar days following receipt of written demand therefor by the Applicant, the Town shall provide the Applicant with such reasonable documentation as the Applicant may request to substantiate any demands from the Consultant for payment.

6. Consultant Litigation.

Applicant understands that, despite the Town's efforts to hire a qualified consultant, it is possible that, consistent with the terms of Section 5 of this Agreement, the work of the Consultant may, in the Town's opinion, prove to be substantially defective, which may in turn lead to the Town refusing to pay some portion of the Consultant's bills and/or the Town terminating the services of the Consultant. In such situations, the Town may assign, and the Applicant shall accept, the obligation of resolving and/or paying any outstanding bills of such Consultant, provided that any such payment by the Applicant may be subtracted, if need be, from

the amount placed in deposit pursuant to Section 5 of this Agreement in order to avoid any danger of double payment to Consultant. If litigation ensues concerning Consultant's bills, the Applicant shall indemnify, hold harmless and defend the Town as to the litigation. In any situation in which the Consultant is discharged, the Town will, pursuant to Sections 2 through 5 of this Agreement, and consistent with the terms of Section 5 retain other consultants at Applicant's expense, and the Applicant shall deposit any additional funds with the Town relating to the retention of other consultants. In no event, however, shall the Town retain any new consultants without first meeting and conferring with the Applicant regarding (i) the qualifications of such new consultants, (ii) the reasonableness of cost estimates provided by such consultants, and (iii) such consultants' willingness to use the work product generated by the original Consultant prior to Consultant's discharge by the Town. In hiring any such new consultants, the Town shall reasonably strive to identify new consultants who are competent, willing to work on financially reasonable terms, willing to use, to the extent feasible, the data and information generated by the prior Consultant, and able to deliver work products on a reasonably expeditious time schedule intended to avoid undue delays in the completion of environmental and analysis review and final action on the Project by Town decision-makers.

7. Town to Retain Absolute Discretion.

The Applicant acknowledges and agrees that notwithstanding the Applicant's payment obligations as to the Consultant's obligations under this Agreement, the Town Planning Commission and Town Council are not obligated to approve any or all of the proposed uses, permits or planning entitlements for the Project or to approve any general plan or municipal code amendments which may be required for any of the uses contemplated for the Property or the Project. At the same time, the Town agrees, consistent with the terms set forth in Sections 5 and 6 of this Agreement, to work to complete and certify a final environmental action relating to the Project even despite the possibility that, after such certification, the Town Council may choose to deny the Project approvals sought by the Applicant. Furthermore, the Town, including the Town Manager, the Community Development Director, and their respective staffs, acknowledges that the ultimate decision whether to approve the Project, and the ultimate responsibility for interpreting the Town's General Plan, Zoning Ordinance, Subdivision Ordinance and other relevant enactments is solely with the Town Planning Commission or Town Council, and not with Town staff or consultants. The Applicant warrants and represents that no Town official, officer, employee, agent or attorney has represented, expressly or implicitly, that the Town will approve any proposed use of the Property or the Project. The Applicant understands: that there may be numerous legislative and quasi-judicial decisions to be made by the Town with regard to the development of the Property or the Project; that all such decisions of the Town with regard to the Property and the Project will be made only after compliance with all the Town's statutory and other legal obligations and after considering all appropriate information and evidence; and that such evidence may cause the Town to disapprove any or all of the contemplated uses for the Project. Notwithstanding anything in this Agreement to the contrary, the Town retains all authority and discretion granted to it by law to approve, disapprove or modify any portion of the Project.

The Applicant further understands that the Town Planning Commission and Town Council shall not be bound by any recommendations or conclusions reached by the Consultant or

Town staff and that the Planning Commission and Town Council may accept or reject, in whole or in part, any such recommendations or conclusions that the Planning Commission and Town Council, in its reasonable and sole discretion, deems to be unreasonable or contrary to the Town's general plan, zoning, or land use ordinances and any applicable state statutes or regulations.

8. Term.

The term of this Agreement shall commence on the date that this Agreement is approved by the Town Council and signed by the Town Manager and fully executed by the parties. The term shall terminate when all work required by the Consultant Contract has been completed to the Town's reasonable satisfaction and the Applicant has satisfied all of its obligations under this Agreement including, without limitation, the obligation to pay the Town for Consultant's Costs and Excess Costs, whether or not paid by the Town to the Consultant prior to the date of termination. The Applicant's obligation to pay the Town and the Town's obligation to return unspent funds to the Applicant as provided in this Agreement shall survive the termination of this Agreement pursuant to this Section 8.

9. Early Termination

For good cause consistent with the provisions set forth in Sections 5, 6 and 7 above, the Town may terminate this Agreement prior to the term set forth in Section 8 above upon thirty (30) days prior written notice to the Applicant. However, the Town shall act in good faith concerning the environmental analysis and review and planning process for the Project. The Applicant, upon thirty (30) calendar days prior written notice, may, in its reasonable and sole discretion, terminate this Agreement prior to the end of the term set forth in Section 8 above, provided, however, that the Applicant has satisfied all of its obligations under this Agreement to date of termination regarding all payments to the Town of both Estimated Consultant's Costs and Excess Costs and, furthermore, that the Applicant has given Town written notice withdrawing its application(s) for the Project.

Within five (5) Town working days following either the Town's decision to terminate this Agreement or the Town's receipt of written notice indicating the Applicant's decision to terminate this Agreement, the Town shall notify the Consultant and instruct Consultant to cease work under the Consultant's Contract. The Consultant shall be instructed to bill the Town for any work completed prior to the date of termination of the Consultant's Contract. The Town will return to the Applicant any unspent funds within thirty (30) calendar days following any such early termination.

10. Nonwaiver of Rights or Remedies.

The failure of a party to exercise any one or more of its rights or remedies under this Agreement shall not constitute a waiver of that party's right to enforce that right or seek that remedy in the future. No course of conduct or act of forbearance on any one or more occasions by any party to this Agreement shall preclude that party from asserting any right to remedy

available to it in the future. No course of conduct or act of forbearance on any one or more occasions shall be deemed to be an implied modification of the terms of this Agreement.

11. Assignability.

This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. In determining whether to approve a request by the Applicant to assign this Agreement, the Town may consider the proposed assignee's financial status and commitment to the Project. Should the proposed assignee reasonably demonstrate to the Town's satisfaction the financial ability or wherewithal to complete the environmental analysis and review process for the Project, the Town shall consent to the transfer of the Applicant's rights under the Agreement to such assignee. Any attempted assignment of this Agreement not in compliance with the terms of this Agreement shall be null and void and shall confer no rights or benefits upon the assignee.

12. No Oral Modifications.

This Agreement represents the entire understanding of the Town and the Applicant and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. All modifications to this Agreement must be in writing and first approved by the Town Council of the Town of Paradise.

13. Binding Upon Successors.

This Agreement and each of its terms shall be binding upon the Town, the Applicant and their respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

14. Legal Challenges.

Nothing herein shall be construed to require the Town to defend any third party claims and suits challenging any action taken by the Town with regard to any procedure or substantive aspect of the Town's approval of development of the Project, the environmental process, or any other actions related to the proposed uses of the Property. The Applicant may, however, in its sole and absolute discretion appear as real party in interest in any such third party action or proceeding. Short of conducting its own separate defense and incurring its own attorneys' fees, the Town shall cooperate with Applicant in its defense in any such action or proceeding. Before retaining its own separate legal counsel, the Town shall meet and confer with the Applicant to determine the feasibility and advisability of mounting a joint defense in defending any entitlements granted by the Town. In deciding whether to agree to a joint defense, the Town can identify any conflicts of interest or other reservations it might have with respect to the attorneys proposed by the Applicant. If the Town defends such action or proceeding, the Applicant shall pay to the Town whatever attorneys' fees and litigation costs, including those for depositions and expert witnesses in their entirety, as may be incurred by the Town in defense of such action or proceeding; provided that in no event shall the Applicant be required to pay or to reimburse the Town for any future attorneys' fees, except for those fees necessary to settle or terminate the

litigation, after the Applicant has chosen not to defend the entitlements granted pursuant to this Agreement, including those incurred in a situation where in which the Applicant has chosen to propose the Project in the unincorporated area of Butte County. The Town shall not continue to defend the Project entitlements after receiving notice that the Applicant has chosen not to defend them, except as necessary to settle or terminate the litigation. The Town shall have the absolute right to retain such legal counsel as the Town deems necessary and appropriate. Notwithstanding any other provision contained herein, the Applicant shall reimburse Town in the event of any award of Court Costs or attorneys' fees is made against Town in favor of any third party challenging either the sufficiency of an environmental action under CEQA or the validity of the Town's actions relating to the Project.

15. Attorneys' Fees.

In the event that any action or proceeding, including arbitration, is commenced by either the Town or the Applicant against the other to establish the validity of this Agreement or to enforce any one or more of its terms, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal and equitable remedies available to it, its reasonable attorneys' fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs, arbitration of costs and expert witness fees, including actual costs and attorneys' fees on appeal.

16. Jurisdiction and Venue.

This Agreement is executed and is to be performed in the Town of Paradise, and any action or proceeding brought relative to this Agreement shall be filed in the appropriate court in the County of Butte, California. The Town and the Applicant each consent to the personal jurisdiction of the court in any such action or proceeding.

17. Time is of the Essence.

Except as otherwise expressly stated, time is of the essence in the performance of each and every action required pursuant to this Agreement.

18. Covenant of Further Assurances.

The Town and the Applicant shall take all other actions and execute all other documents, which are reasonably necessary to effectuate this Agreement.

19. Interpretation.

The Town and the Applicant agree that this Agreement is the product of mutual negotiations and is an arms-length transaction. Each party has negotiated this Agreement with the advice and assistance of legal counsel of its own choosing.

It is further agreed that the terms of this Agreement shall be construed in accordance with the meaning of the language and shall not be construed for or against either party by reason of authorship and the rule that ambiguities in a document shall be construed against the drafter of the document shall have no application to this Agreement. In construing and interpreting this Agreement, the finder of fact shall give effect to the mutual intention of the Town and the Applicant, notwithstanding such ambiguity, and may refer to the facts and circumstances under which this Agreement is made and such other extraneous evidence as may assist the finder of fact in ascertaining the intent of the Town and the Applicant.

20. Severability.

If any term or provision of this Agreement is found to be invalid or unenforceable, the Town and the Applicant both agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision, provided that such severance does not result in the Applicant being bound to make payments to the Town that do not result in work done for the preparation of the EIR for the Project. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.

21. Headings.

The headings of each section of this Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each section.

22. Representations of Authority.

Each party signing this Agreement on behalf of a party which is not a natural person hereby represents and warrants to the other party that all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

23. Notices.

Notices required under this Agreement shall be sent to the following:

If to the Town: Town Manager
 Town of Paradise
 5555 Skyway
 Paradise, CA 95969
 Telephone (530) 872-6291 Ext. 112

If to the Applicant: _____

Notices given pursuant to this Agreement shall be deemed received as follows:

- (a) If sent by United States Mail – five (5) calendar days after deposit into the United States Mail, first class postage prepaid.
- (b) If by facsimile – upon transmission and actual receipt by the receiving party.
- (c) If by express courier service or hand delivery – on the date of receipt by the receiving party.

The addresses for notices set forth in this Section 24 may be changed upon written notice of such change to either the Town or the Applicant, as appropriate.

24. Days.

Unless otherwise specified to the contrary, “days” in this Agreement shall mean calendar, not business days.

Dated: _____

TOWN OF PARADISE
A Municipal Corporation (the “Town”)

ATTEST:

By: _____
Dina Volenski, Town Clerk

By: _____
Lauren M. Gill, Town Manager

APPROVED AS TO FORM:

APPLICANT/SAFEWAY

By: _____
Dwight L. Moore, Town Attorney

By: _____

Dated: _____

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES FOR
BLACK OLIVE VILLAGE PROJECT

THIS AGREEMENT (the "Agreement") is made and entered into this ___ day of, 2017, by and between Town OF PARADISE ("Town"), a municipal corporation and Michael Baker International ("Consultant"). The parties hereto agree as follows:

1.0 **SERVICES OF CONSULTANT**

1.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference. As a material inducement to Town entering into this Agreement, Consultant represents that Consultant is a provider of professional work and services and Consultant is experienced in performing the environmental review work and services contemplated herein as required by the California Environmental Quality Act (Pub Res. Code §21000- 21178.1) ("CEQA"). Consultant covenants that Consultant shall use the professional standard of care (Standard of Care) normally observed by competent practitioners of Consultant's profession, performing under similar circumstances in the same locality to perform the work and services required hereunder and that all work product will be prepared using such standard of care.

1.2 **Consultant's Proposal.** The Scope of Services shall include Consultant's proposal ("Proposal") submitted to Town on January 30, 2017, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern.

1.3 **Compliance with Law.** All Consultant's services rendered under this Agreement shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules and regulations of Town and any federal, state, or local governmental agency having jurisdiction at the time service is performed.

1.4 **Licenses, Permits, Fees & Assessment.** Consultant and Consultant's subconsultants shall obtain at their sole cost and expense any licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant and Consultant's subconsultants shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for their performance of the services required by this Agreement. Consultant shall indemnify, defend and hold harmless Town against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against Town.

1.5 **Familiarity with Work.** By executing this Agreement, Consultant represents that Consultant has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the proposed planning entitlements, difficulties, and restrictions associated with Consultant's performance of the services under this Agreement. If services involve work upon any site, Consultant represents that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services under this Agreement. Should Consultant discover any latent or unknown

conditions, which will materially affect the performance of the services under this Agreement, Consultant shall immediately inform Town of such fact and shall not proceed, except at Consultant's risk until written instructions are received from the Community Development Director and the Town Manager.

1.6 **Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to use their respective Standard of Care to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the services of the other.

1.7 **Additional Services.** Town shall have the right at any time during the Consultant's performance of the services, without invalidating this Agreement, to order extra work or make changes by altering, adding to or deducting from Consultant's services. No such extra work may be undertaken unless a written order is first given by the Town Community Development Director and the Town Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any change in compensation of the Contract Sum, or in the time to perform, shall be first approved in writing by the Town Manager. It is expressly understood by Consultant that the provisions of this section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time-consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor except for additional meetings at Town's request.

2.1 **COMPENSATION**

2.2 **Contract Sum.** For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference. Total compensation of Consultant shall not exceed Sixty-Seven Thousand Eight Hundred Sixteen Dollars (\$67,816) (the "Contract Sum"), except as provided in Section 1.7.

Consultant's compensation and Consultant's subconsultants' compensation shall not exceed the amounts set forth in Exhibit "B" for each task. Consultant shall submit a monthly status report and billing to Town Community Development Director. Town may, at its sole discretion, approve transfer of unused budget from one task to another task upon written request of Consultant.

3.1 **PERFORMANCE SCHEDULE**

3.2 **Time of Essence.** Time is of the essence in the performance of this Agreement.

3.3 **Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from Town and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C" and incorporated herein by this reference.

3.4 **Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended as a result of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of nature or of the public enemy, fires, earthquakes, floods, epidemics,

quarantine restrictions, riots, wars, litigation, and/or acts of any governmental agency, including Town only if Consultant shall within ten (10) days of the commencement of such delay notify Town in writing of the causes of the delay. Town shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the reasonable judgment of Town such delay is justified. Town's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against Town for any delay in the performance of this Agreement, however caused, Consultant's sole remedy shall be an extension of the Agreement pursuant to this Section 3.3.

3.5 **Term.** Unless earlier terminated in accordance with Section 7.6 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, but in no event exceeding two (2) years from the date of this Agreement.

4.1 **COORDINATION OF WORK**

4.2 **Representative of Consultant.** Consultant shall use only the persons or entities designated in Exhibit "A" to perform the services described with their names. Such persons or entities shall not be replaced by Consultant without the prior written approval of Town, which shall not be unreasonably withheld, delayed or conditioned.

4.2 **Contract Officers.** The Contract Officers shall be the Town Community Development Director and the Town Manager. It shall be Consultant's responsibility to assure that the Contract Officers are kept informed of the progress of the performance of the services, and Consultant shall refer any decisions which must be made by Town to the Contract Officers.

4.3 **Prohibition Against Subcontracting or Assignment.** The experience, knowledge, capability, and reputation of Consultant, Consultant's principals, and employees and subconsultants were a substantial inducement for Town to enter into this Agreement. Therefore, Consultant shall not contract with any other person or entity, other than those shown in Exhibit "A", to perform in whole or in part the services required under this Agreement without the prior written approval of Town, which shall not be unreasonably withheld, conditioned or delayed. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Town. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall, at Town's sole election, be void. No approved transfer shall release Consultant of any liability hereunder without the prior written approval of Town.

4.4 **Independent Consultant.** Consultant shall perform all services required herein as an independent contractor of Town and shall remain at all times as to Town an independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents, employees or subconsultants are agents or employees of Town. Town shall not in any way or for any purpose become or be deemed to be a partner of Consultant in Consultant's business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.1 **INSURANCE, INDEMNIFICATION AND BONDS**

5.2 **Insurance.** In accordance with Exhibit "D", Consultant shall procure and maintain insurance, at Consultant's sole cost and expense, in a form and content reasonably satisfactory to Town

during the entire term of this Agreement.

5.3 **Indemnification.** Consultant agrees to indemnify Town, its officers, volunteers, agents, and employees against, and shall hold them and each of them harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the misconduct, omissions or negligent acts of Consultant, Consultant 's agents, employees, subconsultants, or invitees relating to this Agreement, or arising from the misconduct, negligent acts or omissions of Consultant hereunder, and in connection with such indemnification:

(a) Consultant shall defend any legal action or actions filed in connection with any of such claims or liabilities and shall pay all costs and expenses, including legal costs and attorneys' fees incurred in connection with such defense.

(b) Consultant shall promptly pay any court judgment against Town, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations, or activities of Consultant hereunder ; and Consultant agrees to save and hold Town, its officers, agents, and employees harmless therefrom.

(c) In the event Town, its officers, agents, or employees are made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work operation, or activities of Consultant hereunder, Consultant agrees to pay to Town, its officers, agents or employees any and all costs and expenses incurred by Town, its officers or employees in such action or proceeding.

(d) Although Town has a duty to the public to independently review any consultant prepared mitigated negative declaration or environmental impact report (EIR), that duty to the public, or the breach thereof, shall not relieve Consultant of the warranties set forth in Section 1.1.

6.1 **RECORDS AND REPORTS**

6.2 **Reports.** Consultant shall prepare and submit to the Contract Officers a monthly report concerning the performance of the services required by this Agreement or more often if the Contract Officers deem it necessary. Consultant acknowledges that Town is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances or events that may or will materially increase or decrease the cost of the work or services under this Agreement, Consultant shall promptly notify the Contract Officers in writing of such fact, circumstance or event.

6.3 **Records.** Consultant shall keep, and require subconsultants to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officers to evaluate the performance of such services. The Contract Officers and Town attorneys shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and Town shall have access to such records in the event any audit is required.

6.3 **Ownership of Documents.** All drawings, specifications, reports, records, documents and other

materials prepared by Consultant, Consultant 's employees, subconsultants, and agents in the performance of this Agreement shall be the property of Town and shall be delivered within fourteen (14) calendar days to Town upon request of the Contract Officers or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership of the documents and materials hereunder. Any use of such complete documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant shall be at Town's sole risk and without liability to Consultant. Consultant and Consultant 's subconsultants may retain copies of such documents for their own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All subconsultants shall provide for assignment to Town of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify Town for all damages resulting therefrom.

6.4 Release of Documents. The drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officers, except as may be required by law.

7.1 ENFORCEMENT OF AGREEMENT

7.2 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Butte, State of California, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.3 Waiver. No delay or omission in the exercise of the right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default shall be in writing and shall not be a waiver of any other default concerning the same and any other provision of this Agreement.

7.4 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in tills Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights and remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.5 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.6 Termination Prior to Expiration of Term. This section shall govern any termination of this Agreement except as specifically provided in the following section for termination for cause. Town reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be a shorter time as may be determined by the Contract Officers. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder, except as may be specifically approved by the Contract Officers. Consultant shall be entitled to compensation for all completed services rendered prior to receipt of the notice of termination and for any services authorized by the Contract

Officers thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officers. Consultant may terminate this Agreement for cause with 30-day notice to Town.

7.7

7.8 **Termination for Default of Consultant.** If termination of this Agreement is due to the failure of the Consultant to fulfill Consultant's obligations under this Agreement, Town may take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that Town shall use reasonable efforts to mitigate such damages), and Town may withhold any payments to the Consultant for the purpose of setoff or partial payment of the amounts owed Town.

7.9 **Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation.

8.1 **TOWN OFFICERS AND EMPLOYEES: NON -DISCRIMINATION**

8.2 **Non-Liability of Town Officers and Employees.** No officer or employee of Town shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by Town or for any amount that may become due to the Consultant or to Consultant's successor, or for breach of any obligation of the terms of this Agreement.

8.3 **Conflict of Interest.** No officer or employee of Town shall have any financial interest, director or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.1 **MISCELLANEOUS PROVISIONS**

9.2 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of Town, to the Town Manager, TOWN OF PARADISE, 5555 Skyway, Paradise, CA 95969, phone number (530) 872-6291, ext. 112, and in the case of Consultant to 2729 Prospect Park Drive, Suite 220; Rancho Cordova, CA 95670. Either party shall notify the other party of any change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section 9.1. **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 **Integration: Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous

negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its validity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of such party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which such party is bound.

9.6 Waiver of Consequential Damages. In no event shall either Town or Consultant have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as the date first written above.

TOWN OF PARADISE
A Municipal Corporation

MICHAEL BAKER INTERNATIONAL

By: _____

Lauren M. Gill, Town Manager

By: _____

Name:

Title:

Address:

APPROVED AS TO FORM:

ATTEST:

By: _____

Dwight L. Moore, Town Attorney

By: _____

Dina Volenski, Town Clerk

INSURANCE REQUIREMENTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Town of Paradise.

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

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.

For any claim related to this project Consultant insurance coverage shall be primary insurance as respects Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Town, its officers, officials, employees or volunteers shall be excess of Consultant 's insurance and shall not contribute with it.

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

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.

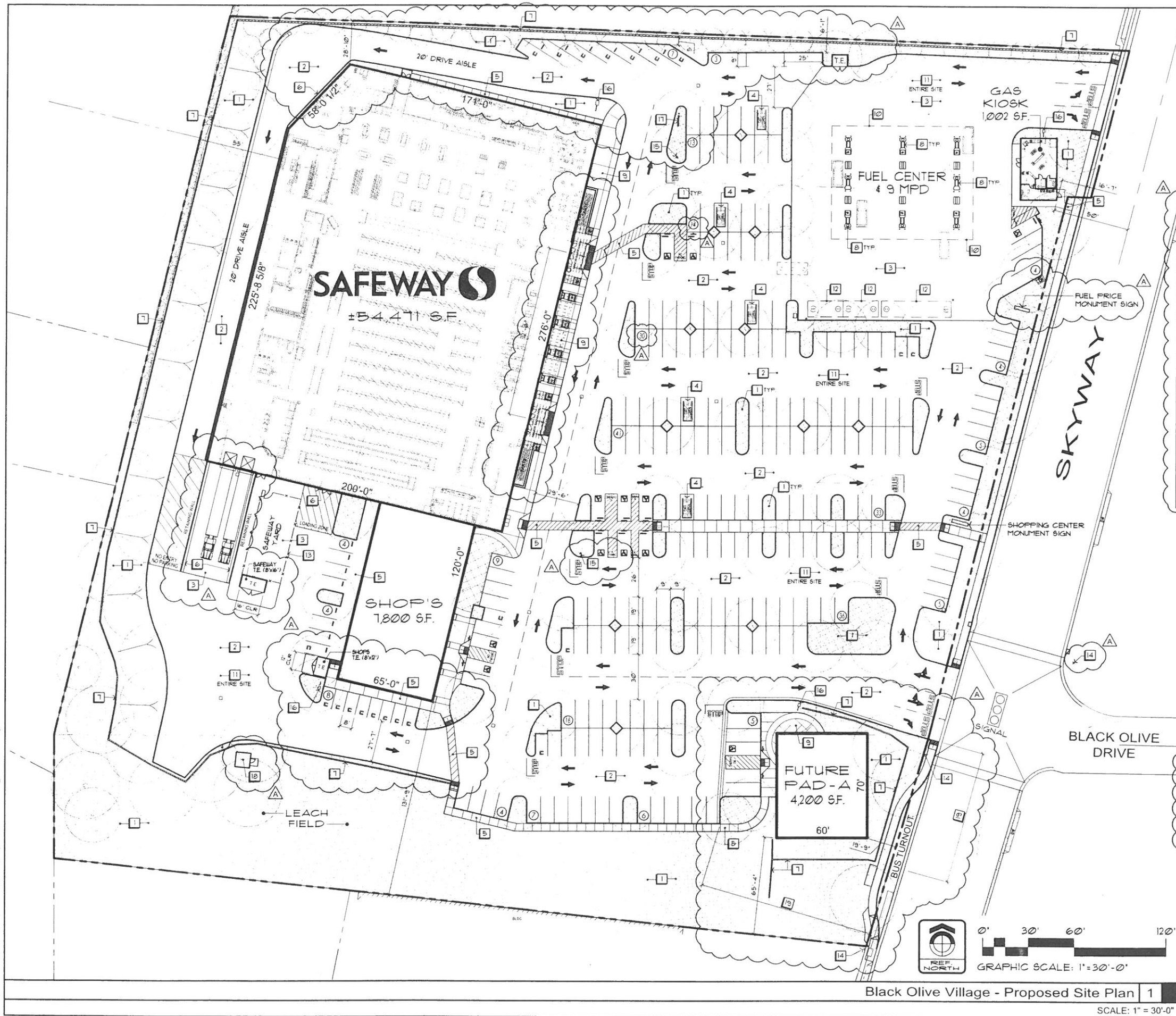
Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII or Standard and Poor's rating of BBB unless otherwise acceptable to Town.

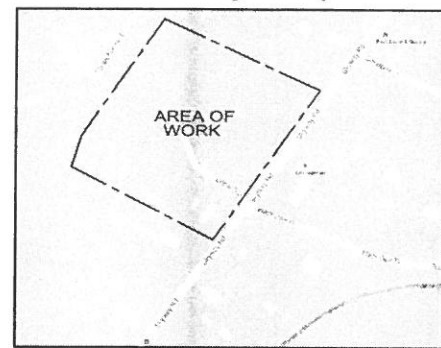
Verification of Coverage

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

Tuesday, October 18, 2016 1:17:25 PM
 C:\Projects\2014\14_069 Safeway Paradise_CA000_14_069 Site Plan REV. A_10132016.dwg



Vicinity Map



Project Summary

Land:	7.63ac / 332,556 sq.ft.
Building Area:	
Safeway	54,471 sq.ft.
Safeway Gas Kiosk	1,002 sq.ft.
Shops Building	7,800 sq.ft.
Pad - A	4,200 sq.ft.
Total Building Area	67,473 sq.ft.
Land / Bldg.:	3.92 / 1 Ratio
Building %:	20.28%
Parking Req'd:	260 Stalls
Parking Prov'd:	264 Stalls
Accessible Stalls Req'd:	7 Stalls
Accessible Stalls Prov'd:	12 Stalls
Parking Ratio:	3.91 / 1,000 sq.ft.

Keyed Notes

- 1 LANDSCAPING - TYPICAL
- 2 ASPHALT PAVING - TYPICAL
- 3 CONCRETE - TYPICAL
- 4 CART CORRALS
- 5 PATH OF TRAVEL
- 6 12" HIGH PROTECTIVE CURB
- 7 RETAINING WALL
- 8 FUEL PUMPS
- 9 OUTDOOR PATIO
- 10 FUEL CENTER CANOPY ABOVE
- 11 ALL EXTERIOR LIGHTING TO BE SHIELDED TO PREVENT DIRECT LIGHT PROJECTION TO ADJACENT AND NEARBY PROPERTIES.
- 12 UNDERGROUND FUEL TANKS
- 13 6' HIGH CHAIN LINK FENCE WITH SLATS
- 14 EXISTING FIRE HYDRANT
- 15 FIRE HYDRANT
- 16 SERVICE METER & REDUCED PRESSURE DETECTOR ASSEMBLY
- 17 REDUCED PRESSURE DETECTOR ASSEMBLY
- 18 WASTEWATER EQUIPMENT BUILDING
- 19 PATH OF TRAVEL TO PUBLIC ROW IS NOT POSSIBLE BECAUSE OF TOPOGRAPHIC RESTRICTIONS.

Legend

(Solid line)	NEW	(Hatched area)	(N) LANDSCAPING
(Dashed line)	EXISTING	(Line with dots)	PATH OF ACCESSIBLE TRAVEL - P.O.T.
(Box with diagonal lines)	(N) ASPHALT PAVING	(Dashed line with dots)	RED PAINT (FIRE LANE)
(Box with horizontal lines)	(N) CONCRETE FLATWORK	(Dashed line)	PROPERTY LINE



REVISIONS

PLAN REVIEW	DATE: 09/23/2016
REVISION	DATE:
REVISION	DATE:
REVISION	DATE:
REVISION	DATE:
REVISION	DATE:

BLACK OLIVE VILLAGE
 PARADISE, CALIFORNIA

PROPOSED SITE PLAN

DATE: 07/06/2016
 JOB NO. 14.069

AO.1 49



**Town of Paradise
Council Agenda Summary
Date: April 11, 2017**

Agenda Item: 2(e)

Originated by: Dina Volenski, Town Clerk

Reviewed by: Lauren Gill, Town Manager

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

Council Action Requested: Adopt Resolution No. 17-___, A Resolution of the Town Council of the Town of Paradise Authorizing Destruction of Certain Town Records Maintained in the Clerk Department Pursuant to Government Code Section 34090. The records listed in Exhibit B have been retained for the required number of years and are eligible for destruction.

Alternatives: Consider making a determination that certain records listed for destruction have value to the agency, and direct that all or some records listed on Exhibits B continue to be maintained.

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

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

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

Fiscal Impact Analysis: No additional costs. The documents will be placed in the Chico Shred bin that is picked up on a monthly basis.

**TOWN OF PARADISE
RESOLUTION NO. 17-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING DISPOSAL OF CERTAIN TOWN RECORDS MAINTAINED IN THE
TOWN CLERK DEPARTMENT PURSUANT TO GOVERNMENT CODE SECTION
34090.**

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

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

WHEREAS the specific records are set forth on Exhibit B; and,

WHEREAS, the Town Clerk is requesting to dispose certain records maintained in the Town Clerk Department as set forth on the attached Exhibit B.

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

SECTION 1: The Town Clerk of the Town of Paradise is hereby authorized to dispose of the records set forth in Exhibit "B" of this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 11th day of April, 2017, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Scott Lotter, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

EXHIBIT "A"

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

Pursuant to the Government Code Section 34090, I hereby consent to the destruction of those certain records, documents and papers of the Town of Paradise listed on Exhibits B attached to Resolution No. 17-__.

DATED:

DWIGHT L. MOORE, Town Attorney

RESOLUTION NO. _____
 A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
 AUTHORIZING DESTRUCTION OF CERTAIN TOWN RECORDS
 PURSUANT TO GOVERNMENT CODE SECTION 34090

EXHIBIT “B”
LIST OF FILES ELIGIBLE FOR DESTRUCTION

File#	Description	Box #
	LEGAL & LEGISLATIVE -	
-	2011 Town Council Agenda Packets	2012-00001
-	2011 Redevelopment Agency Agenda Packets	2012-00001
580-10-38	Town Council Original Agendas 2012	2012-00003
580-10-37	Town Council Original Agendas 2011	2012-00003
	FINANCIAL/FISCAL -	
380-60-22	RFP's/RFQ's Equipment and Services – Proposals for “Other Post-Employment Benefits (OPEB) 2011	2013-00003
380-60-23	RFP's/RFQ's Equipment and Services – Proposals for Two Copy Machines for Town Hall 2011	2013-00003
380-60-01	RFP's/RFQ's Equipment and Services – General File 2009 to 2010	2013-00003

Reviewed by:



**Town of Paradise
Council Agenda Summary
Date: April 11, 2017**

Agenda Item: 2(f)

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

Council Action Requested:

Review and file the 2nd Quarter Investment Report for the Fiscal Year Ending June 30, 2017;
or,

Alternatives:

Give alternative direction for investment or reporting.

Background:

Attached is a report on the Town's cash and investments for the quarter ended December 31, 2016.

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

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

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

The Town establishes escrow funds at the start of each new lease. The escrow fund is drawn down to zero through the process of purchasing equipment against the lease. Interest is accrued on any unspent escrow balance. The "other" investment type represents these available escrow funds as well as petty cash balances. As of December 31, 2016, there were no available escrow funds.

Discussion

The \$1.01 million decreased investment balance as of December 31, 2016 as compared to December 31, 2015 is a result of having borrowed \$250,000 less in a Tax Revenue Anticipation Note (TRAN). The Town is replacing depleted reserves with the goal of reducing and eliminating the need to borrow cash for operations. Last fiscal year the Town needed a \$2.5 million TRAN which was funded September 18, 2015. This fiscal year the Town funded a TRAN of \$2.25 million as of October 19, 2016. In addition, there are some timing differences in the collection of receipts and the disbursements of payables. It is the measurement of cash investments at June 30th that is a better indication of cash flow improvements or challenges.

The GASB 45 trust investment managed by SISC experienced a 0.09% return on investment during the 1st quarter of 2016/17. The economy is improving; however, the markets are volatile and interest rates remain historically low. Long term, SISC has been successful with its allocation model of approximately 60% equity and 40% fixed income.

The Town Treasurer has directed the Trustee, Wells Fargo Bank, to invest the reserve funds of the Pension Obligation Bond in accordance with the Town's investment policy. The reserve funds had been yielding less than 0.01% in mutual funds. The reserve funds are now invested in CD's which will yield between 0.60% and 0.70% over a one year period. While these investments and balances are not part of the Town's idle or operating cash, the yield will ultimately lessen the amount the Town will be required to contribute in future debt service payments.

Fiscal Impact Analysis:

Isolating the gain from the GASB 45 trust, the Town earned \$4,541.39 for the quarter ended December 31, 2016. That is compared to \$4,077.66 for the quarter ended December 31, 2015. Again, isolating the GASB 45 return, over 12 basis points more in average yield was realized compared to a year ago (LAIF interests rates have improved over 31 basis points compared to a year ago), but had about \$1.4 million less average balances invested. The Town earned \$6,678.08 this fiscal year to date as compared to \$7,540.57 last fiscal year to date.

TOWN OF PARADISE
 QUARTERLY SUMMARY OF INVESTMENTS
 For Quarter Ended December 31, 2016

<u>Investment</u>	<u>Type</u>	<u>For Quarter Ended Dec. 31, 2016</u>			<u>For Quarter Ended Dec. 31, 2015</u>			<u>Net Change</u>
		<u>Yield</u>	<u>Book Value</u>	<u>Market Value*</u>	<u>Yield</u>	<u>Book Value</u>	<u>Market Value*</u>	
US Bank	Checking	0.22%	350,932.45	350,932.45	0.50%	554,364.29	554,364.29	(203,431.84)
Local Agency Investment Fund (LAIF)	Savings	0.68%	2,124,652.95	2,123,428.77	0.38%	2,956,553.48	2,954,149.69	(831,900.53)
SISC GASB 45 Trust B	Various	0.09%	94,071.61	94,071.61	4.39%	64,924.36	64,924.36	29,147.25
Fiscal Agents & Petty Cash	Other		1,850.00	1,850.00	0.00%	1,750.00	1,750.00	100.00
	Totals		2,571,507.01	2,570,282.83		3,577,592.13	3,575,188.34	(1,006,085.12)
Total Quarterly Earnings on accrual basis			4,621.40		6,810.94			
Year-to-Date Earnings (July 1st - December 31st)			9,833.44		4,859.79			

* Market Value determined by LAIF

Reserve Funds Invested

Pension Obligation Bond	\$	954,021.99
	\$	<u>954,021.99</u>

<u>Issuer</u>	<u>FDIC Number</u>	<u>Yield</u>	<u>Settlement Date</u>	<u>Maturity Date</u>	<u>Type</u>	<u>Investment</u>	<u>Earnings</u>
Zions Bank	2270	0.650%	08/15/16	05/10/17	CD	247,021.99	1,178.94
Santander Bank		0.700%	08/17/16	05/17/17	CD	248,000.00	1,298.43
Northpointe Bank		0.600%	08/22/16	05/22/17	CD	210,000.00	942.41
Enterprise Bank		0.650%	08/24/16	05/24/17	CD	249,000.00	1,210.55
						<u>954,021.99</u>	<u>4,630.33</u>

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

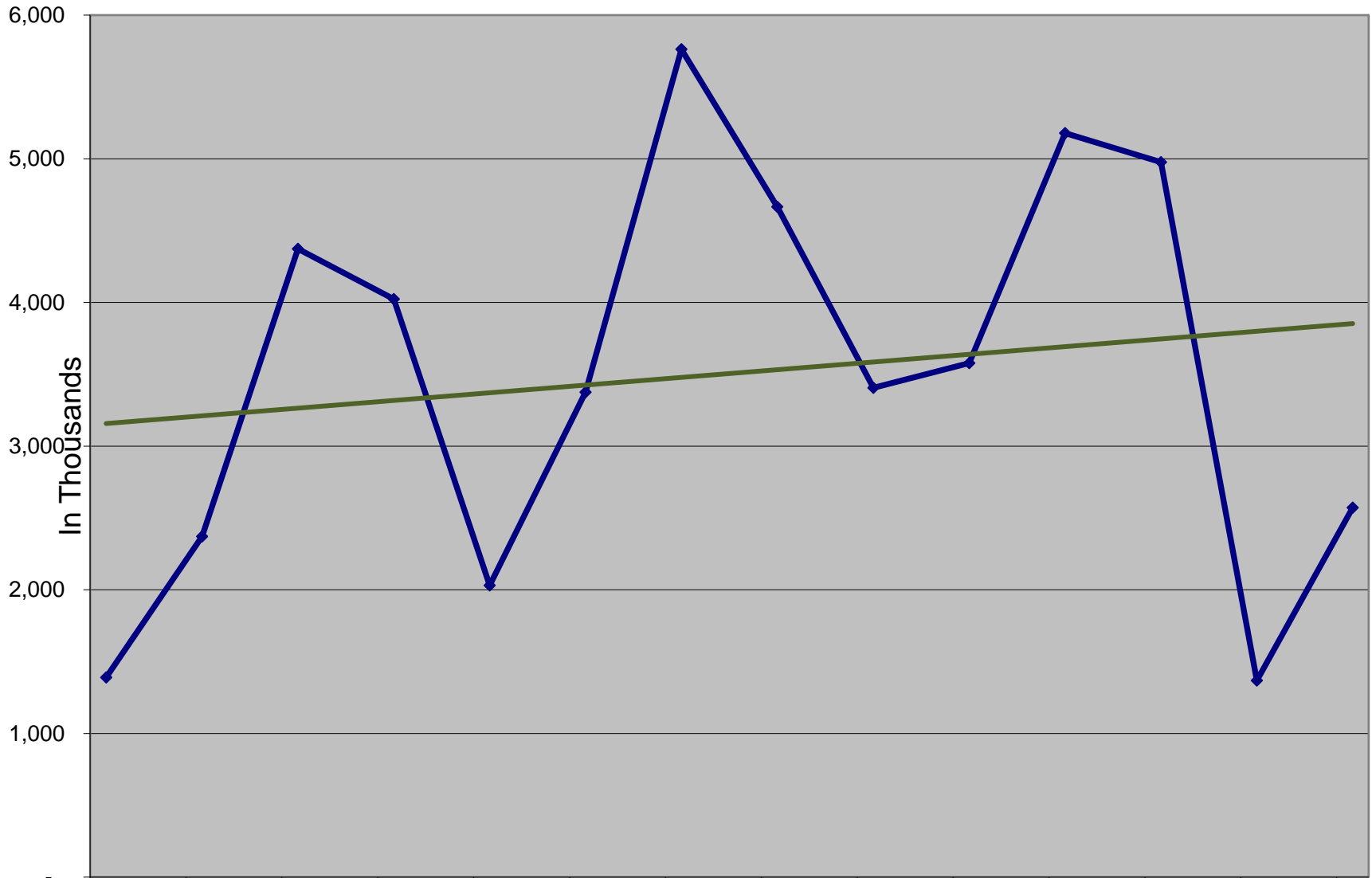
Investments in the report meet the requirements of the Town of Paradise's adopted investment policy.

Respectfully submitted,

/s/

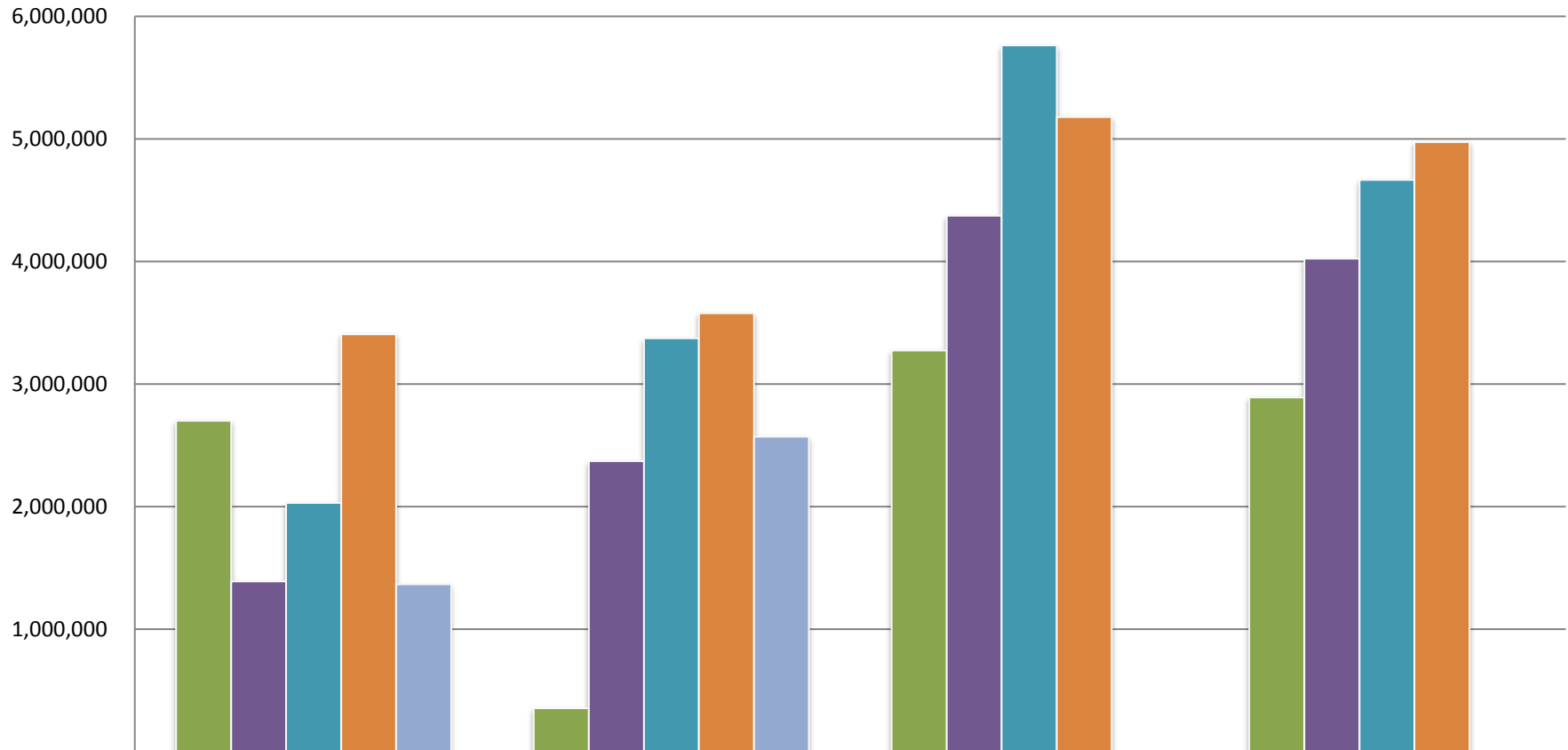
Gina S. Will
 Finance Director/Town Treasurer

**Town of Paradise
Investment Balances with Trendline
September 2013 - December 2016**



	Sep-13	Dec-13	Mar-14	Jun-14	Sep-14	Dec-14	Mar-15	Jun-15	Sep-15	Dec-15	Mar-16	Jun-16	Sep-16	Dec-16
Series1	1,390	2,371	4,373	4,023	2,030	3,375	5,762	4,665	3,406	3,578	5,178	4,976	1,368	2,572

Town of Paradise Investment Balances 2012/13 - 2016/17



	Sept. 30th	Dec. 31st	March 31st	June 30th
■ 2012/13	2,701,104	357,101	3,274,156	2,890,429
■ 2013/14	1,389,733	2,370,880	4,372,599	4,022,638
■ 2014/15	2,029,885	3,375,031	5,764,007	4,665,263
■ 2015/16	3,406,433	3,577,592	5,178,404	4,973,367
■ 2016/17	1,368,222	2,571,507		



TOWN OF PARADISE
Council Agenda Summary
April 11, 2017

Agenda No. 5(a)

ORIGINATED BY: Craig Baker, Community Development Director
Mark Mattox, Town Engineer/Public Works Director

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Consider Adopting a Resolution Extending the Existing Franchise Agreement Between the Town of Paradise and Northern Recycling and Waste Services (NRWS) for Ten Years Effective April 30, 2017 Through April 30, 2027 and Adding a Small Charge for Street Sweeping Services (19 Cents Per Month For Most Residential Customers)

COUNCIL ACTION REQUESTED:

1. Adopt Town Resolution No. 17-____, "A Resolution of the Town Council of the Town of Paradise Authorizing the Execution of an Amended and Restated Franchise Agreement with Northern Recycling and Waste Services for Refuse Collection, Recycling and Vegetative Waste Diversion Services for the Town of Paradise, Subject to the Approval of the Town Attorney"

Background:

In 2007, the Town of Paradise approved a comprehensive Franchise Agreement with Northern Recycling and Waste Services (NRWS). The agreement requires NRWS to provide solid waste, recycling and vegetative waste collection services for all properties in the Town of Paradise. Other services offered through the franchise agreement include the Household Hazardous Waste Facility, Reuse Center, and Vegetative Waste Yard.

The current agreement, due to expire on April 30, 2017, may be extended for three years based on certain conditions of operation. Annual surveys show consistently high customer satisfaction ratings for the services NRWS provides. NRWS has requested a 10 year extension of the agreement to 2027.

During this past year, an ad hoc committee comprised of representatives from the Town and NRWS met on several occasions to consider the best terms for a franchise extension. Both sides considered conditions for granting an extension that would be mutually beneficial and that would improve the service received through the franchise agreement with NRWS. Making Paradise a more clean environment and a safe community was the goal for all parties involved in these discussions.

Discussion:

The committee found that under the terms of the current franchise agreement, the following accomplishments and community benefits should be acknowledged:

- NRWS staff has consistently provided a high level of customer service and has been a great partner in the community by donating waste bins at many community events and educating the

public on tire and oil recycling, household hazardous waste disposal, composting, and construction demolition recycling.

- NRWS has applied for and received grants on behalf of the Town of Paradise and has funded the construction and operation of the Household Hazardous Waste Center and Reuse Center (over \$500,000 in grants funds).
- NRWS opens a Reuse Center once a month for the free give away of Hazardous Household Waste products that are new or in high quality condition. This operation supports sustainability by reusing resources rather than throwing them away.

The committee also considered additional services that the franchisee could provide to be an even better partner in the community. One of the services that both sides agreed would be a good fit for the contract and a great benefit for the community is to add street sweeping for Town public roads.

Town streets and roads are the most important and expensive asset that the Town owns. This community asset must be maintained in order to withstand the demands of our traffic loads and weather impacts. Being a community of trees, the leaves and pine needles litter the roads and then clog the town's open ditches, which is the primary storm water drainage system. Keeping Town roads clear of debris is crucial to public safety and to helping the roads last longer. Clearing the streets of debris in turn keeps the ditches free flowing, preventing flooding and water damage. Many cities are trending towards providing street sweeping through waste franchise agreements as it is directly related to solid and vegetative waste collection and aids in cleaning up litter, debris, and vegetative waste from public roadways – keeping the community clean and improving safety.

To that end, the Town requested NRWS to present a viable schedule for providing street sweeping services for the community at the lowest cost possible. NRWS proposed the following:

- 1,300 annual miles of street sweeping
- 80 hours of on-call sweeping or drainage inlet vacuuming

The start-up street sweeping program would entail sweeping the Town's arterials and collectors eight times per year and all other Town roads four times per year. The proposed street sweeping program is contained within Section 4.26 and Exhibit H of the attached proposed Amended and Restated Franchise Agreement.

Aside from amendments pertaining to an extension of the Franchise Agreement and the addition of street sweeping services, the basic framework of the agreement will be largely unchanged. However, other, less substantial amendments are recommended by staff, including elimination of text that only pertains to the initial years of the original agreement, updating the agreement with new dates to reflect the proposed 10 year time extension, elimination of text referencing recovery of expenses related to drafting the original agreement and various other updates and corrections. NRWS staff have reviewed the proposed amendments to the amended agreement and found them to be acceptable.

Proposed Rate Changes:

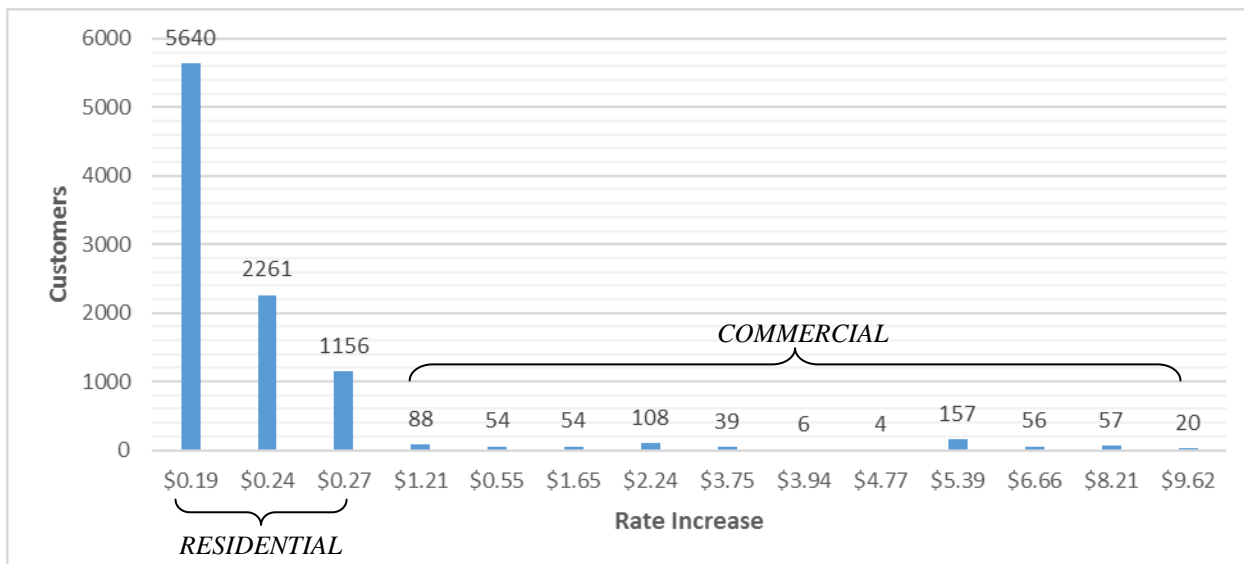
The new street sweeping services will change monthly collection rates, as shown in the following table. Most residential customers would experience a rate increase of 19 cents per month for the street sweeping services. **NOTE:** The collection rates shown reflect rates for a single solid waste pick-

up per week. Rates for multiple pick-ups per week are contained within Exhibit F attached to the proposed Amended and Restated Franchise Agreement.

	Rate Type	Current Rate	Proposed Rate	Percent Increase	Amount Increase
Residential	35 Gallon	\$24.75	\$24.94	0.75%	\$0.19
	65 Gallon	\$32.17	\$32.41	0.75%	\$0.24
	95 Gallon	\$35.88	\$36.15	0.75%	\$0.27
Commercial	35 Gallon	\$24.75	\$25.96	4.89%	\$1.21
	35 Gallon MF	\$11.18	\$11.73	4.89%	\$0.55
	65 Gallon	\$33.78	\$35.43	4.89%	\$1.65
	95 Gallon	\$45.91	\$48.15	4.89%	\$2.24
	(2) 95 Gallon	\$76.73	\$80.48	4.89%	\$3.75
	1 Yard	\$80.67	\$84.61	4.89%	\$3.94
	1.5 Yard	\$97.45	\$102.22	4.89%	\$4.77
	2 Yard	\$110.25	\$115.64	4.89%	\$5.39
	3 Yard	\$136.13	\$142.79	4.89%	\$6.66
	4 Yard	\$167.95	\$176.16	4.89%	\$8.21
	6 Yard	\$196.81	\$206.43	4.89%	\$9.62

* MF = Multi-Family

The breakdown of monthly rate changes by customer type (residential – container size, commercial – container size) is shown in the graph below:



Public Notice:

The Town Attorney has determined that the Town must comply with the provisions of Proposition 218 concerning the proposed Franchise Agreement extension and amendments. The Proposition 218 process requires a specific set of actions to implement certain rate increases (including a franchise extension with additional benefits).

Pursuant to the requirements of Proposition 218, a notice for this public hearing was mailed to all property owners or tenants who are ratepayers of NRWS on February 17, 2017, more than 45 days prior to the scheduled hearing. The notice contained details of the proposed amendments to the existing Franchise Agreement, including the proposed extension of the agreement and street sweeping program. The notice also detailed the manner in which customers could protest the proposed changes to the Franchise Agreement by submitting a protest ballot provided with each notice to the Town Clerk by the close of the scheduled public hearing. If written protests against the proposed amendments to the Franchise Agreement with NRWS are presented by a majority of all the property owners or tenants who are ratepayers, the Town cannot approve the Amended and Restated Franchise Agreement. There are approximately 9,642 affected parcel owners and the Town has received 602 protest ballots as of March 30, 2017.

The Town Attorney has determined that adoption of the attached resolution is exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to Section 15308 (*Actions by Regulatory Agencies for the Protection of the Environment*) of the CEQA Guidelines.

Attached with this agenda summary for Council's consideration is a resolution that, if adopted as recommended, would authorize execution of the proposed Amended and Restated Franchise Agreement. If adopted, the resolution would become effective immediately. The proposed Amended and Restated Franchise Agreement is attached as it would appear if adopted as recommended.

Financial impact:

If the Amended and Restated Franchise Agreement is adopted, the financial impacts to the Town will be negligible.

Attachments:

Attachment 1 – Town Resolution document provided for consideration and possible adoption

Attachment 2 – Amended and Restated Franchise Agreement illustrating all recommended changes

**TOWN OF PARADISE
RESOLUTION NO. 17-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED
FRANCHISE AGREEMENT WITH NORTHERN RECYCLING & WASTE
SERVICES FOR REFUSE COLLECTION, RECYCLING AND VEGETATIVE
WASTE DIVERSION SERVICES FOR THE TOWN OF PARADISE, SUBJECT
TO THE APPROVAL OF THE TOWN ATTORNEY**

WHEREAS, pursuant to Public Resources Code section 40059, the Town of Paradise has the authority to enter into an exclusive franchise agreement relating to solid waste handling services if the Town Council finds that the public health, safety and well-being so require; and

WHEREAS, since January 18, 2007, Northern Recycling and Waste Services has had an exclusive franchise agreement with the Town of Paradise for recycling and solid waste collection services; and

WHEREAS, on February 14, 2017, the Town Council authorized that a notice be mailed to all the property owners or ratepayers of Northern Recycling and Waste Services pursuant to the procedures set forth in California Constitution Article XIID section 6 (Proposition 218) for solid waste collection fees, including new street sweeping fees; and

WHEREAS, on February 17, 2017, the notice attached as Exhibit A was mailed to all property owners or ratepayers of Northern Recycling and Waste Services; and

WHEREAS, on April 11, 2017, the Town Council held the protest hearing as set forth in the February 17, 2017 notice. The Town Clerk counted all the protests ballots received before the conclusion of the public hearing and determined that the protests ballots did not constitute a majority of the property owners and ratepayers; and

WHEREAS, after compliance with all public notice and protest hearing requirements under Proposition 218, the Town Council desires to amend, restate and approve the exclusive solid waste handling franchise with Northern Recycling & Waste Services for an additional ten (10) years.

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

SECTION 1. The above recitals are true and correct.

Resolution No. 17- , A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED FRANCHISE AGREEMENT WITH NORTHERN RECYCLING & WASTE SERVICES FOR REFUSE COLLECTION, RECYCLING AND VEGETATIVE WASTE DIVERSION SERVICES FOR THE TOWN OF PARADISE, SUBJECT TO THE APPROVAL OF THE TOWN ATTORNEY

SECTION 2. The Town Council finds that: 1. the public health, safety, and well-being require the Town to enter into an exclusive franchise agreement relating to the collection and handling of solid waste services within the Town's jurisdiction; 2. all the revenue derived from the fees therefor will not exceed the funds required to provide such services; and 3. it is necessary to implement a street sweeping program to remove solid waste from public streets as a benefit to property owners and ratepayers..

SECTION 3. The Town Manager is directed and authorized to execute the Amended and Restated Franchise Agreement with Northern Recycling & Waste Services attached as Exhibit B for refuse collection recycling and vegetative waste diversion services, including the new rates for street sweeping within the Town of Paradise, subject to the approval of the Town Attorney.

SECTION 4. Pursuant to California Environmental Quality Act (CEQA) Guideline section 15308, the Amended and Restated Franchise Agreement is exempt from the requirements of CEQA as a regulation for the protection of the environment relating to collection and disposal of solid waste.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 11th day of April 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SCOTT LOTTER, MAYOR

ATTEST:

BY: _____
DINA VOLENSKI, CMC, TOWN CLERK

APPROVED AS TO LEGAL FORM:

BY: _____
DWIGHT L. MOORE, TOWN ATTORNEY

Exhibit A

NRWS Street Sweeping Program

- Currently no street sweeping program in Paradise exists
- Program will sweep 1,300 public road miles annually
- Street sweeping removes litter and debris from roads
- Street sweeping reduces storm hazards and flooding
- Street sweeping keeps road reflective markers visible
- Street sweeping keeps road center and edge lines visible
- Street sweeping protects water quality in local creeks

Why is NRWS Considering Street Sweeping?

- NRWS already manages solid waste and vegetative waste
- Street sweeping aligns with NRWS' core mission of keeping the community clean and safe

What will this new service cost individual ratepayers?

- Rate increases vary by the size of your collection container
- Residential average increase is \$0.21/month (see attached)
- Commercial average increase is \$3.94/month (see attached)
- 100% of cost increase goes to new street sweeping service

What are the next steps before this program is considered?

- If you agree with this new service and fee, no action is required
- If you would like to protest this new service and fee, please complete a written protest ballot (see attached) and submit to the Town of Paradise
 - All written protests must be received by the Town Clerk before closing of the public hearing on April 11, 2017

Who can I contact with questions about this program?

- Questions may be directed to the Town of Paradise at 872-6291 ext. 125 or mmattox@townofparadise.com



**TOWN OF PARADISE
NOTICE OF PUBLIC HEARING CONCERNING AN EXTENSION OF THE
NORTHERN RECYCLING AND WASTE SERVICE FRANCHISE AGREEMENT**

February 17, 2017

On April 11, 2017, at 6:00 p.m., or as soon thereafter as possible, the Town Council of the Town of Paradise will hold a public hearing at 5555 Skyway, Paradise, California, to consider extending the solid waste, recyclable materials and yard waste collection processing and disposal services Franchise Agreement between the Town and Northern Recycling and Waste Service (NRWS) and the Town of Paradise (TOWN).

The franchise agreement has been in effect since January 18, 2007. Pursuant to the franchise agreement, NRWS provides solid waste, recycling and yard waste collection services for residential, commercial and industrial properties in the Town with fees based on the types and amounts of waste and recyclable materials, as approved by the Paradise Town Council. As proposed, the current franchise agreement would be extended until April 30, 2027. The existing basic terms of the proposed extension would not change except as follows:

1. Addition of street sweeping program by NRWS which would include 1,300 annual sweeping miles for Town public roadways and 80 hours of on-call sweeping and/or drainage inlet vacuuming.

All proposed fees for collection and disposal of waste are correlated with the sizes of collection containers and cost to provide the street sweeping program. Collection fees charged for services would be subject to increasing annually based on pass through increases in either the Consumer Price Index for ALL ITEMS FOR ALL URBAN CONSUMERS WEST URBAN AREA or the fees charged by Butte County for its gate rate at its disposal site (Pass Through Adjustments) as part of the extension of the Franchise Agreement. In no event shall the Pass Through Adjustments exceed 5% per annum.

NRWS CURRENT AND PROPOSED FEES

	Rate Type	Current Monthly Rate	Proposed Monthly Rate	Percent Increase	Amount Increase	Customers Affected
Residential	35 Gallon	\$24.75	\$24.94	0.75%	\$0.19	5,640
	65 Gallon	\$32.17	\$32.41	0.75%	\$0.24	2,261
	95 Gallon	\$35.88	\$36.15	0.75%	\$0.27	1,156
Commercial	35 Gallon	\$24.75	\$25.96	4.89%	\$1.21	88
	35 Gallon MF	\$11.18	\$11.73	4.89%	\$0.55	54
	65 Gallon	\$33.78	\$35.43	4.89%	\$1.65	54
	95 Gallon	\$45.91	\$48.15	4.89%	\$2.24	108
	(2) 95 Gallon	\$76.73	\$80.48	4.89%	\$3.75	39
	1 Yard	\$80.67	\$84.61	4.89%	\$3.94	6
	1.5 Yard	\$97.45	\$102.22	4.89%	\$4.77	4
	2 Yard	\$110.25	\$115.64	4.89%	\$5.39	157
	3 Yard	\$136.13	\$142.79	4.89%	\$6.66	56
	4 Yard	\$167.95	\$176.16	4.89%	\$8.21	57
6 Yard	\$196.81	\$206.43	4.89%	\$9.62	20	

At the public hearing the Town Council will consider all written protests against the proposed extension of the franchise agreement with NRWS for solid waste services. If written protests against the proposed extension of the franchise agreement with NRWS are presented by a majority of the owners of parcels, the Town will not approve the extension of the franchise agreement. If a parcel has a tenant who is directly responsible for the payment for solid waste collection services, that tenant may also submit a written protest. In no event will more than one protest be accepted for each parcel.

All written protests must be received by the Town prior to the conclusion of the public input portion of the Town Council hearing. Email and fax transmittals will not be accepted as a formal protest. All written protests must identify the property owner or tenant and the address of the property or parcel with a statement in protest of the proposed extension of the franchise agreement. (See enclosed Ballot.)

The Town Council will consider all written protests timely submitted and hear and consider all public comments made at the public hearing. Oral comments at the public hearing will not qualify as formal protests unless accompanied by a written protest. At the conclusion of the public hearing, the Town Council will determine whether to adopt the rate increases as set forth in this Notice relating to the proposed extension of the Franchise Agreement.

If, after the close of the public hearing, written protests against the proposed extension of the Franchise Agreement as outlined above are not presented by a majority of the record owners or tenant customers of record of the identified parcels, the Town Council will consider whether to approve the extension of the Franchise Agreement, including the Pass Through Adjustments and increases associated with street sweeping services by NRWS.

If you have any questions regarding the information provided in this notice, please contact the Town of Paradise at (530) 872-6291 extension 125 or mmattox@townofparadise.com.

If you have questions specific to your account, please contact Northern Recycling & Waste Services at (530) 876-3340.



Town of Paradise
5555 Skyway
Paradise, CA 95969

Presorted Standard
US Postage
PAID
Cedar Creek



PROTEST BALLOT

I do hereby protest the proposed ten-year extension of the Franchise Agreement between the Town of Paradise and Northern Recycling and Waste Services for solid waste collection in the Town of Paradise, with additional charges for proposed street sweeping by Northern Recycling and Waste Services.

Property Owner: _____

Address: _____ Paradise, CA

Assessor's Parcel Number: _____

Signature: _____

ONLY ONE VOTE PER PROPERTY

Ballot must be delivered by U.S. mail or hand to the Town Clerk before the close of the Town Council public hearing on April 11, 2017 relating to the proposed extension of the franchise agreement and the proposed increases in charges for solid waste collection services.

Paradise Town Clerk address is:
5555 Skyway
Paradise, CA 95969

AMENDED AND RESTATED
FRANCHISE AGREEMENT

BETWEEN

THE TOWN OF PARADISE

AND

NORTHERN RECYCLING AND WASTE SERVICES, LLC
FOR

**SOLID WASTE, RECYCLABLE MATERIALS, AND
YARD WASTE COLLECTION, PROCESSING, AND
DISPOSAL SERVICES**

* * * * *

April 30, 2017

**FRANCHISE AGREEMENT
BETWEEN**

**THE TOWN OF PARADISE
AND
NORTHERN RECYCLING AND WASTE SERVICES, LLC
FOR
SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE
COLLECTION, PROCESSING AND DISPOSAL SERVICES**

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46
47 **Whereas;** the Town desires to continue the Agreement with Contractor based on the
48 strength of its plan to provide the desired services and the ability of those services to meet
49 the Town's diversion goals and comply with the requirements of the Act; and,
50

51 **Whereas;** Contractor agrees to and acknowledges that it shall arrange for the proper
52 Disposal of all Solid Waste collected in the Town's Service Area and the Town is not
53 instructing Contractor how to Collect, transport, process and / or Dispose of Solid Waste,
54 Recyclable Materials, and Yard Waste; and,
55

56 **Whereas;** Town and Contractor desire to leave no doubts as to their respective roles, and
57 that by entering into this Agreement, the Town is not thereby becoming a "generator" or
58 "arranger" as those terms are used in CERCLA 107 (a)(3), and that it is Contractor, not the
59 Town, which is "arranging for" the Collection of Solid Waste, Recyclable Materials, and
60 Yard Waste, the transportation of such material to appropriate places of processing,
61 Recycling, Composting, and/or Disposal, and the Processing of Recyclable Materials and
62 Yard Waste; and,
63

64 **Whereas;** this Agreement has been developed by and is satisfactory to the parties.
65

66 **NOW, THEREFORE,** in consideration of the mutual promises, covenants, and conditions
67 contained in this Agreement and for other good and valuable consideration, the parties
68 agree as follows:
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**ARTICLE 1
DEFINITIONS**

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in Exhibit A to this Agreement, which is attached hereto and incorporated by reference.

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**ARTICLE 2
GRANT AND ACCEPTANCE OF AGREEMENT**

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2.01 Grant and Acceptance of Franchise.

Subject to Sections 2.04 and 2.06, the Town hereby grants to Contractor the exclusive right and privilege to Collect, transport, process and / or Dispose of Solid Waste, Recyclable Materials, and Yard Waste accumulating in Service Area that is required to be accumulated and offered for Collection to Contractor in accordance with Paradise Municipal Code Chapter 8.08 and this Agreement. Contractor hereby accepts the terms and conditions set forth in this Agreement.

2.02 Effective Date and Commencement Date.

The Effective Date of this Agreement shall be April 30, 2017.

The Commencement Date shall be May 1, 2017, and shall be the date on which the Contractor initiates provision of the Franchised Services required by this Agreement.

Between the Effective Date and the Commencement Date, Contractor shall perform all activities necessary to prepare itself to start services required by this Agreement on the Commencement Date.

2.03 Term.

The term of this Agreement shall commence at midnight April 30, 2017, and shall end at midnight April 30th, 2027, unless terminated as provided in Section 11.02. In addition, the term of this Agreement may be extended for an additional three (3) years subject to the following conditions:

- A. Rates shall not have increased by more than the change in the "California Consumer Price Index pursuant to Section 6.03B.
- B. Contractor shall receive a favorable rating by more than 85% of respondents to a customer satisfaction survey performed in the fourth and seventh year of this Agreement.
- C. The Town shall be in compliance with AB939 and not under any penalty.
- D. Liquidated damages as provided in Section 11.03 through the sixth year of the term of this Agreement shall not exceed \$30,000.

114 **2.04 Conditions to the Effectiveness of Agreement.**

115 The obligation of the Town to permit this Agreement to become effective and to
116 perform its undertakings provided for in this Agreement is subject to the satisfaction
117 of each and all of the conditions set out below, each of which may be waived in
118 whole or in part by the Town at its sole discretion.
119

120 **A. Accuracy of Representations.** Representations and warranties made by
121 Contractor throughout this Agreement are accurate, true and correct on and as of
122 the Effective Date of this Agreement. Any information submitted to the Town
123 supplementary thereto, on which the Town has relied in awarding this franchise
124 to Contractor and entering into this Agreement, does not contain any untrue
125 statement of a material fact nor omit to state a material fact necessary in order to
126 make the statements made, in light of the circumstances in which they were
127 made, nor is misleading.
128

129 **B. Absence of Litigation.** There is no litigation pending in any court challenging
130 the award of this Franchise to Contractor or the execution of this Agreement or
131 seeking to restrain or enjoin its performance.
132

133 **C. Furnishing of Insurance and Bonds.** Contractor has furnished evidence of
134 the insurance and performance bond required by Article 9.
135

136 **D. Effectiveness of Town Council Action.** The Town has the authority to enter
137 into and perform its obligations under this Agreement. The Town has taken all
138 actions required by law or otherwise to authorize the execution of this
139 Agreement. The Persons signing this Agreement on behalf of the Town have the
140 authority to do so. The Town's Resolution No. 17- (Town) approving this
141 Agreement, shall have become effective pursuant to California law on or before
142 the Effective Date.
143

144 In the event that any condition set forth in this Section 2.04 is not satisfied or
145 waived, by the Effective Date, by the Town, this Agreement shall be void and
146 shall have no further force or effect. The Town may waive the satisfaction of
147 conditions described in this Section 2.04, allow this Agreement to become
148 effective, and exercise its rights and remedies under this Agreement for
149 Contractor's failure to deliver the bond and/or evidence of insurance. Each party
150 is obligated to perform in good faith the actions, if any, which this Agreement
151 requires it to perform before the Effective Date and to cooperate towards the
152 satisfaction of the conditions set forth above.
153

154 **2.05 Scope of Franchise.**

155 Subject to Section 2.06, the Franchise granted to Contractor shall be exclusive for all
156 Solid Waste, Recyclable Materials, and Yard Waste generated in the Service Area,
157 except where otherwise precluded by Federal, State and local laws and regulations or

158 where other current programs provide for Collection and handling of Household
159 Hazardous Waste and/or electronic waste.

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161 **2.06 Limitations to Scope.**

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The Agreement for the Collection, transportation, processing, and /or Disposal of Solid Waste, Recyclable Materials, and Yard Waste granted to Contractor shall be exclusive except as described in this Section 2.06. The award of this Agreement shall not preclude the categories of Solid Waste, Recyclable Materials and Yard Waste listed below from being delivered to and/or Collected and transported by others. However, nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the Town which is otherwise required by law:

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- A. Solid Waste, Recyclable Materials and Yard Waste, which are removed from any Premises by the Waste Generator, and which are transported personally by the Owner or Occupant of such Premises or by his or her full-time employees or a contractor whose removal of the Solid Waste, Recyclable Materials and/or Yard Waste are incidental to the service being performed;
- B. Collection and Processing of Recyclable Materials not specifically included in the definition of Recyclables in Exhibit A;
- C. Recyclable Materials and Yard Waste which are Source Separated at any Premises by the Waste Generator and donated to youth, civic, or charitable organizations;
- D. Source Separated Recyclable Materials generated in the Service Area that are placed in Containers, collected through a private arrangement with the Generator and the Generator is compensated for the Recyclable Materials Collected; provided, however, that the Owner or Occupant of such Premises shall be required to subscribe to and pay for the basic level of service provided by Contractor. For the purposes of this Agreement, Source Separated loads are loads that consist of 90% or more by weight or volume (whichever is greater) of Source Separated Recyclable Materials or Yard Waste. If Contractor can document that other recyclers are servicing Collection Containers that contain less than 90% Source Separated Recyclable Materials or Yard Waste, it shall report the location and the name of the recycler to the Town along with Contractor's evidence of the violation of the exclusiveness of this Agreement;
- E. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, California Public Resources Code Section 14500, et. seq.;

- 201 F. Yard Waste removed from Premises by gardening, landscaping, or tree-
202 trimming contractors as an incidental part of a total service offered by that
203 contractor rather than as a hauling service;
204
- 205 G. Construction Debris and Demolition Debris which is removed from any
206 Premise by employees of the construction or demolition contractor, using
207 equipment owned by the contractor;
208
- 209 H. Solid Waste generated by public schools and other State institutions located
210 within the Service Area;
211
- 212 I. Animal waste and remains from slaughterhouse or butcher shops for use as
213 tallow;
214
- 215 J. By-products of sewage treatment, including sludge, sludge ash, grit and
216 screenings;
217
- 218 K. Abandoned cars that are removed from any Premises by a licensed towing
219 Contractor authorized to do so by the Town; and,
220
- 221 L. Hazardous Waste, including Household Hazardous Waste (HHW), and
222 Designated Waste regardless of its source.
223
- 224 M. Material removed pursuant to a nuisance abatement or court order.
225
- 226 N. Clean up services including removal of Rubbish from residential or
227 commercial Premises where all of the following conditions are met:
228
- 229 1. The person who transports the Rubbish for Disposal or Processing is the
230 person who actually enters on the customer's premises and performs the
231 clean-up services, loads the Rubbish directly to the transportation vehicle,
232 and removes the Rubbish from the premises
 - 233 2. The Rubbish is not stored in a debris box, roll-off box, a container designed
234 to be emptied by a Collection Vehicle, or a container provided by the
235 person performing the services.
 - 236 3. The services are provided to the particular premises on a temporary basis,
237 not on a regular or on-going basis.
238
- 239 O. Any services not specifically identified in Section 2.05.
240
- 241 This grant to Contractor of an exclusive right and privilege to Collect, transport,
242 process and / or Dispose of Solid Waste, Recyclable Materials, and Yard Waste
243 shall be interpreted to be consistent with State and Federal laws, now and during
244 the term of the Agreement, and the scope of this exclusive right shall be limited
245 by applicable state and federal laws with regard to the matters contained in this

246 Agreement. In the event that future court interpretations of current law or new
247 laws, regulations, interpretations or trends limit the ability of the Town to
248 lawfully provide for the scope of services as specifically set forth in this
249 Agreement, Contractor agrees that the scope of the Agreement shall be limited to
250 those services and materials which may be lawfully provided and that the Town
251 shall not be responsible for any lost profits or losses claimed by Contractor to
252 arise out of limitations of the scope of the Agreement. In such an event, it shall be
253 the responsibility of Contractor to minimize the financial impact to other services
254 being provided as much as possible.
255

256 **2.07 Additional Services and Modifications to Service**

257
258 **A. General.** The Town shall have the right to direct Contractor to perform
259 additional services (including new diversion programs, billing services, etc.) or to
260 modify the manner in which it performs existing services, including directing the
261 Contractor in the end use of Yard Waste. Pilot programs and innovative services
262 which may entail adding additional Recyclable Materials to existing programs,
263 new Collection methods, targeted routing, different kinds of services and/or new
264 requirements for Waste Generators are included among the kinds of changes
265 which the Town may direct. Contractor shall be entitled to an adjustment in its
266 compensation in accordance with Article 6 for providing such additional or
267 modified services.
268

269 The Town may adopt an ordinance for Construction and Demolition Debris
270 Diversion during the term of this Agreement. It is expected the ordinances will
271 mandate a 50% Diversion Goal based upon the material being taken to a Certified
272 Processing Facility through a contract with the Generator.
273

274
275 **B. New Diversion Programs.** Contractor shall present, within 30 days of a
276 request to do so by the Town, a proposal to provide additional or expanded
277 diversion services. At a minimum, the proposal shall contain a complete
278 description of the following:
279

- 280 1. Collection methodology to be employed (equipment, manpower, etc.).
- 281
- 282 2. Equipment to be utilized (number and types of vehicles, capacity, age,
283 etc.).
- 284
- 285 3. Labor requirements (number of employees by job classification).
- 286
- 287 4. Type of materials containers to be utilized.
- 288
- 289 5. Provision for program publicity/education/marketing.
- 290

- 291 6. Estimate of the tonnage to be diverted and the methodology for
292 determining that diverted tonnage.
293
- 294 7. Five-year projection of the financial results of the program's operations in a
295 balance sheet and operating statement format including documentation of
296 the key assumptions underlying the projections and the support for those
297 assumptions, giving full effect to the savings or costs to existing services.
298

299 **C. Town's Right to Permit Others to Provide Services.** Contractor acknowledges
300 and agrees that the Town shall have the right to permit other Persons besides
301 Contractor to provide additional Solid Waste services not otherwise contemplated
302 under Section 2.05 and 2.06 of this Agreement if Contractor and the Town cannot
303 agree on terms and conditions of such services in one hundred twenty (120) days
304 from the date when the Town first request a proposal from Contractor to perform
305 such services.
306

307 **2.08 Town's Right to Direct / Ownership of Solid Waste.**

308 Once Solid Waste, Recyclable Materials and/or Yard Waste is placed in Containers
309 and properly placed at the Collection location, ownership and the right to possession
310 shall transfer directly from the Waste Generator to Contractor by operation of this
311 Agreement. Contractor is hereby granted the right to retain, recycle, process, Dispose
312 of, and otherwise use such Solid Waste, Recyclable Materials or Yard Waste, or any
313 part thereof, in any lawful fashion or for any lawful purpose desired by Contractor.
314 This right shall be subject to: 1) Contractor's obligation to meet both the Town's and
315 AB 939's diversion goals; and, 2) the Town's right to direct Contractor to process
316 Solid Waste, Recyclable Materials or Yard Waste at a particular licensed Facility or to
317 Dispose of Solid Waste, Recyclable Materials or Yard Waste at a particular licensed
318 Disposal Site, if and only if the Town exercises such right by providing specific
319 written direction to Contractor. Subject to Article 6 and the other provisions of this
320 Agreement, Contractor shall have the right to retain any benefit resulting from its
321 right to retain, recycle, process, dispose of, or reuse the Solid Waste, Recyclable
322 Materials or Yard Waste, which it Collects. Solid Waste, Recyclable Materials or
323 Yard Waste, or any part thereof, which is disposed of at a Disposal Site, Transfer
324 Station, Material Recovery Facility or other Facilities shall become the property of the
325 owner or operator of the Disposal Site(s) once deposited at Facilities by Contractor.
326 The Town may obtain ownership or possession of Solid Waste, Recyclable Materials
327 or Yard Waste placed for Collection upon written notice of its intent to do so;
328 provided, however, nothing in this Agreement shall be construed as giving rise to
329 any inference that the Town has such ownership or possession unless such written
330 notice has been given to Contractor.
331

332 **ARTICLE 3**
333 **FRANCHISE AND OTHER FEES**
334

335 **3.01 Franchise Fee Amount.**

336 In consideration of the exclusive Franchise provided in Section 2.05 of this
337 Agreement, Contractor shall pay to the Town the Franchise Fee in accordance with
338 the schedule on Exhibit D. Payment shall be calculated as a percentage (%) of Gross
339 Revenues Collected (or another amount as provided in Section 3.05) by the
340 Contractor from services provided in the Service Area.
341

342 **3.02 Intentionally Blank.**
343
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345 **3.03 Other Fees.**

346 The Town shall have the right to set Other Fees, as it deems necessary. Any such fees
347 shall be reflected in the rates that Contractor is allowed to charge and collect from
348 service recipients. The time and method of payment shall be set similar to Section
349 3.04 below.
350

351 **3.04 Time and Method of Payment.**

352 On or before the twentieth (20th) day after the end of each calendar quarter during
353 the Term of this Agreement, Contractor shall remit to the Town the Franchise Fees,
354 Vehicle Impact Fee, and Other Fees amount. Each quarterly remittance to the Town
355 shall be accompanied by a statement detailing the basis for the Franchise Fee, Vehicle
356 Impact Fee, and Other Fees calculation. If the Fees are not paid on or before the
357 twentieth (20th) day after any calendar quarter, Contractor shall pay to the Town a
358 late payment penalty in an amount equal to two percent (2%) of the amount owing
359 for that quarter. Contractor shall pay an additional two percent (2%) owing on any
360 unpaid balance for each following thirty (30) day period the fee remains unpaid. The
361 late payment penalty amounts are not intended as interest on debt, but rather are
362 intended as a predetermined penalty for failure to meet an obligation under this
363 Agreement.
364

365 **3.05 Adjustment to Fees.**

366 The Town may adjust the amount of any fee annually. Such adjustment shall be
367 reflected in the rates that Contractor is allowed to charge and Collect from service
368 recipients.
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374 **ARTICLE 4**
DIRECT SERVICES

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390 **4.01 General.**

The work to be done by Contractor pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether or not enumerated elsewhere in the Agreement.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents and businesses within the Service Area are provided reliable, courteous and high-quality service at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Article, whether or not such other aspects are enumerated elsewhere in the Agreement .

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415 **4.02 Solid Waste Collection.**

A. Single-Family Dwellings Collection. For single-family dwelling service, Contractor shall Collect Solid Waste from the Contractor-provided Containers placed for Collection by the Waste Generator at the Curbside or in an approved other location, not less than once per week. Standard Collection service shall be once per week Curbside Collection unless another method is approved by the Town.

B. Commercial, Industrial, Institutional and Multi-Family Residential Complex Collection. For commercial, industrial, institutional and multi-family residential complex services, Contractor shall Collect Solid Waste from Contractor-provided Containers not less than once per week. Special consideration shall be given when determining the pick up area for Commercial, Industrial, Institutional, and/or Multi-Family Residential Complex accounts to ensure that the flow of traffic is not impeded and that it does not result in an aesthetic degradation of an area. The designated pick-up area, if disputed by service recipient or Contractor, shall be determined by the Town. Additionally, if in the Town's opinion the location of an existing pick up area is inappropriate, the Town may require the service recipient or Contractor to relocate the pick up area.

C. Town Facilities' Collection. Contractor shall Collect, transport and Dispose of all Solid Waste generated at public facilities according to the specified service levels identified in Exhibit B. Contractor shall make Collections from Containers Monday through Friday or on Saturdays following non-working holidays.

416 Collections from bins and debris boxes shall be scheduled at a time mutually
417 agreed upon by Contractor and the Town.

418
419 At no cost to Town, Contractor shall provide to the Town, at Town's direction,
420 additional Collections services to the Town entailing:

- 421
422 1. Collection of Solid Waste and Recyclable Materials from all public
423 sidewalk litter or Recycling Containers;
- 424
425 2. Collection of Solid Waste, Recyclable Materials and Yard Waste from
426 Town's facilities and parks;
- 427
428 3. Collection of materials from Town related debris boxes as directed by the
429 Town except for related disposal fees;
- 430
431 4. Collection of Solid Waste, Recyclable Materials and Yard Waste at a
432 maximum of four (4) annual Special Events (Johnny Appleseed Days, Gold
433 Nugget Days, Chocolate Festival and one to be determined) designated by
434 the Town; and,
- 435
436 5. Review of plans for land use or property developments with regard to
437 Solid Waste service issues.

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439
440
441 **D. Permanent Containers/Debris Box Service.** Contractor shall provide
442 permanent /debris box Containers for the purpose of Collection of Solid Waste.
443 Contractor shall deliver to and Collect debris boxes from the location identified
444 by the service recipient. Containers shall be free of graffiti and in good repair.
445 Containers shall be clearly marked and identifiable as belonging to Contractor.
446 Special consideration shall be given when determining the pick up area for
447 temporary Containers to ensure that the flow of traffic is not impeded and that it
448 does not result in aesthetic degradation of an area. The designated pick up area,
449 if disputed by service recipient or Contractor, shall be determined by the Town.
450 Additionally, if in the Town's opinion the location of an existing pick up area is
451 inappropriate, the Town may require the service recipient or Contractor to
452 relocate the pick up area.

453
454 **4.03 Recyclable Materials Collection.**

455
456 **A. Residential Recyclable Materials Collection.** Contractor shall Collect and
457 remove all Recyclable Materials placed in Recycling Containers at the designated
458 Collection locations for Waste Generator's residing in Single Family Dwellings
459 and Multi-Family Residential Complex. It is understood that all Single-Family
460 Residential Dwelling's Recyclable Materials Collection service shall be provided

461 at Curbside. Contractor shall work with Residential service recipients to
462 determine mutually acceptable Collection locations to both parties in the event
463 inaccessible to collection service vehicles exist.

464
465 Recyclable Materials Collection from Residential Waste Generators within the
466 Service Area shall be weekly or bi-weekly, as determined by the Town.
467 Residential Recyclable Materials Collection shall be on the same day of the week
468 as Solid Waste Collection service. The Collection day may change if prior written
469 approval is received from the Town. Contractor shall notify Recycling service
470 recipients, as is done for regular service, regarding holiday Collection schedules.
471 At a minimum, Contractor shall collect: aluminum cans, glass bottles and jars,
472 metal cans and narrow neck plastic containers (plastic 1 & 7), and newspaper,
473 mixed paper (including but not limited to magazines, junk mail, brown paper
474 bags, and white and colored paper), and corrugated cardboard. The Town
475 reserves the right per Section 2.07 to direct Contractor to add to the list of
476 materials to be collected and described above and to perform additional
477 Residential Recycling services.

478
479 **B. Commercial Recyclable Materials Collection.** Contractor shall Collect
480 Recyclable Materials including organic waste, from Commercial Premises as
481 scheduled by Customer in a Contractor-provided Container at no additional cost
482 in accordance with Public Resources Code Chapter 12.9 commencing with 42649.8
483 and Chapter 12.8 commencing with Section 42649. Contractor shall actively and
484 regularly promote this program to ensure that all potential service recipients are
485 aware of this service and shall offer reasonable assistance to help such potential
486 service recipients participate. Collection shall be performed at a time mutually
487 agreed upon by Contractor and the Waste Generator or Owner of the property.
488 The Town reserves the right per Section 2.07 to direct Contractor to add to the list
489 of materials to be collected as part of this program.

490
491 **4.04 Yard Waste Program.**

492
493 **A. Yard Waste Collection.** Contractor shall Collect Yard Waste from Residential
494 Waste Generators within the Town's Service Area weekly or bi-weekly as
495 determined by the Town. Yard Waste Collection shall be on the same day as the
496 Collection of Solid Waste. The Collection day may change if prior written
497 approval is received from the Town. Contractor will notify service recipients at
498 least two (2) weeks in advance of any scheduled Yard Waste and Recycling
499 Collection day change(s), including those required due to route changes and
500 holidays such as Labor Day, Thanksgiving, Christmas, and New Year's Day.

501
502 All Yard Waste must fit safely within a standard Yard Waste Container provided
503 by Contractor. As part of its educational activities specified in Section 5.04,
504 Contractor shall instruct residents as to any necessary preparation of Yard Waste,

505 such as the cutting of large items, and the appropriate use and placement of Yard
506 Waste Containers.

507
508 **B. End Uses for Yard Waste.** Contractor agrees to develop, implement, operate,
509 and participate (locally and regionally) in mulching, composting, land
510 application, alternative daily cover, or other programs necessary to achieve the
511 Town’s Yard Waste diversion requirements. In accordance with Section 2.07.A,
512 the Town reserves the right to direct Contractor in the end use of Yard Waste.

513
514 Contractor shall provide end uses for Yard Waste that maximize diversion credits
515 according to regulations established by the California Integrated Waste
516 Management Board. Also, Contractor shall make end products (compost or
517 mulch) available to Town residents at a cost to residents to be determined by the
518 Town and the cost of providing these products shall be an allowable operating
519 expense. In addition to these uses of Yard Waste, Contractor agrees to be
520 aggressive in the pursuit of new cost-effective opportunities to divert Yard Waste
521 from Disposal and to maximize the distribution of Yard Waste among approved
522 diversion methods.

523
524 **4.05 Materials Processing Operations.**

525
526 **A. Construction/Demolition Debris Diversion Program.** Contractor shall
527 identify and direct loads of Construction Debris and/or Demolition Debris and
528 other selected debris box Containers containing recoverable materials to a
529 Construction/Demolition Debris processing operation. The Construction Debris /
530 Demolition Debris processing operation Contractor has designated shall be the C
531 & D Facility owned by Recology, or as directed by Town. In accordance with
532 Section 2.08, the Town reserves the right to direct Contractor to process Solid
533 Waste, Recyclable Materials and/or Yard Waste at a particular licensed Facility.
534 Contractor agrees to process such loads for purposes of recovering Recyclable
535 Materials. Contractor shall also provide the Town with an accounting of the total
536 tons processed and recovered as part of its Construction/Demolition Debris
537 processing operation as part of its annual reporting requirements. Any and all
538 compensation due the Contractor for this service is provided for in the Solid
539 Waste Collection Rate Schedule (Exhibit F).

540
541 **B. Material Recovery Facility Processing Capacity.** Contractor shall identify and
542 direct targeted loads of Solid Waste and Recyclable Materials from within the
543 Service Area to a Material Recovery Facility processing operation. The Material
544 Recovery Facility Contractor has designated shall be the City of Napa MDF
545 owned by the city of Napa. In accordance with Section 2.08, the Town reserves
546 the right to direct Contractor to process Solid Waste, Recyclable Materials and/or
547 Yard Waste at a particular licensed Facility. Contractor agrees to process such
548 loads for purposes of recovering Recyclable Materials. Contractor shall also
549 provide the Town with an accounting of the total tons processed and recovered as

550 part of its Material Recovery Facility processing operation as part of its annual
551 reporting requirements. Any and all compensation due the Contractor for this
552 service is provided for in the Solid Waste Collection Rate Schedule (Exhibit F).
553

554 **4.06 Collection Locations.**

555 It is understood that all Solid Waste, Recyclable Materials and Yard Waste Collection
556 services shall be provided at Curbside, with the following exceptions:
557

558 **A. On-property collection of Solid Waste, Residential Recyclable Materials, and**
559 **Yard Waste shall be provided by Contractor to residents who are physically**
560 **unable to place the cart Curbside. Resident shall present to Contractor a medical**
561 **waiver from a physician. Such medical waiver shall be updated annually and the**
562 **Contractor will send a notice to the customer reminding them to get a new**
563 **waiver. Information about this option shall be provided by the Contractor upon**
564 **request. Contractor will notify all residents annually, beginning within thirty (30)**
565 **days of effectiveness of this Agreement, of this Collection option and submit, for**
566 **approval, a draft notification to the Town prior to distribution to service**
567 **recipients. New service recipients shall be notified of this option upon requesting**
568 **service.**
569

570 **B. Residents of Multi-Family Residential Complexes of two (2) to four (4) units**
571 **will use the same Collection Containers as residents of Single Family Dwellings.**
572 **Contractor shall Collect these Containers at Curbside. Residents of Multi-Family**
573 **Residential Complexes of five (5) or more units may also use the same Containers**
574 **as residents of Single Family Dwellings or may be provided with larger**
575 **Containers such as bins, which shall be Collected in a central location reasonably**
576 **accessible by Collection vehicles.**
577

578 **4.07 Failure to Collect.**

579 **A. Solid Waste.** When Solid Waste is not Collected by Contractor from any
580 service recipient, Contractor shall notify its service recipient in writing, at the
581 time Collection is not made, through the use of a "tag" or otherwise, of the
582 reasons why the Collection was not made.
583
584

585 **B. Recyclable Materials or Yard Waste.** Contractor may choose not to Collect
586 Recyclable Materials or Yard Waste that contain ten percent (10%) by volume or
587 greater of Solid Waste, subject to Contractor's best efforts to educate the public.
588 Contractor shall issue written warning notices to such service recipients stating
589 the reason(s) why their Recyclable Materials and/or Yard Waste were not
590 Collected. Monthly, Contractor shall report to the Town any warning notices
591 issued. Contractor shall take direction from the Town with regard to termination
592 or reinstatement of service to a service recipient. Contractor may refuse to Collect
593 Recyclable Materials or Yard Waste from, and shall not be obligated to continue

594 to provide any Recyclable Materials or Yard Waste Container to, any service
595 recipient who, after efforts to re-educate the service recipient and the second
596 written warning in a twelve (12) month period, fails to sort Recyclable Materials
597 or Yard Waste from other Solid Waste and/or fails to properly set out their
598 Recyclable Materials or Yard Waste Container.
599

600 **4.08 Marketing of Recyclable Materials and Yard Waste.**

601 Contractor shall be responsible for delivering Recyclable Materials and Yard Waste
602 Collected pursuant to this Agreement to the Facilities for processing, marketing, sale,
603 donation, or reuse of all such materials.
604

605 Contractor shall prepare, submit to the Town for approval, and maintain a marketing
606 plan for all Recyclable Materials and Yard Waste Collected by Contractor under this
607 Agreement. The approved marketing plan for Recyclable Materials and Yard Waste
608 service shall be in place with the execution of this Agreement and at the time of
609 beginning any expanded service. The marketing plan shall fully describe
610 Contractor's marketing methods and approach, targeted primary and contingent
611 markets, pricing policy, and assumed salvage value or cost for each Collected type of
612 Recyclable Materials and Yard Waste.
613

614 **4.09 Cleanups**

615 **A. Annual Cleanups.** The Town elects to have Contractor provide two
616 community-wide pre-scheduled cleanups per year during periods mutually
617 established by Contractor and the Town.
618

619 **B. Household Hazardous Waste, E-Waste, Oil, Universal Waste and Paint**
620 **Collection.** Contractor shall provide a permanent Household Hazardous Waste
621 facility within the Town. Such facility shall serve as a drop off site for E-Waste
622 and Universal Waste and a buy-back center. The facility operating hours may be
623 limited subject to the prior approval of the Town.
624

625 **4.10 Operations.**

626
627 **A. Schedules.** Except as provided in Paradise Municipal Code Section 9.18.250,
628 residential Solid Waste, Residential Recyclable Materials and Yard Waste shall be
629 collected on weekdays between 6:00 AM and 6:00 PM. To preserve peace and
630 quiet, no Solid Waste, Recyclable Materials, or Yard Waste shall be Collected from
631 or within two-hundred (200) feet of Residential Premises between 6:00 P.M. and
632 6:00 A.M. on any day. Collection of Solid Waste and Recyclables from
633 Commercial, industrial and institutional properties shall be scheduled subject to
634 the prior approval of the Town.
635

636 Contractor shall review its operations plan outlining the Collection routes,
637 intervals of Collection and Collection times for all materials Collected under this

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638 Agreement with the Town or its representatives at least annually. The Town may
639 require more frequent reviews if Contractor's operations are not satisfactorily
640 performed based on documented observations or reports or Complaints. If the
641 plan is determined to be inadequate by the Town, Contractor shall revise the plan
642 incorporating any changes into a revised plan and review the revised plan with
643 the Town within thirty (30) calendar days.
644

645 When notified of a missed pick-up, Contractor shall Collect the Solid Waste,
646 Recyclable Materials or Yard Waste on the same day, if possible, but in no case
647 more than one (1) working day (24 hours) after receipt of notice.
648

649 **B. Vehicles.**

650
651 **1. Specifications.** All vehicles used by Contractor in providing Solid Waste,
652 Recyclable Materials and Yard Waste Collection services shall be registered
653 with the California Department of Motor Vehicles. All such vehicles shall
654 have bodies designed to prevent leakage, spillage and/or overflow.
655

656 **2. Vehicle Identification.** Contractor's name, local telephone number,
657 and a unique vehicle identification number designed by Contractor for
658 each vehicle shall be prominently displayed on all vehicles, in letters and
659 numbers no less than two and one-half (2 1/2) inches high. Contractor
660 shall not place Town's name or Town's logo on Contractor vehicles.
661 Vehicles used solely for the Collection of Recyclable Materials and Yard
662 Waste shall be labeled to indicate those are the Collected materials.
663

664 **3. Cleaning and Maintenance.**

665 **a.** Contractor shall maintain all of its properties, vehicles, facilities, and
666 equipment used in providing service under this Agreement in a good,
667 safe, neat, clean and operable condition at all times.
668

669 **b.** Vehicles used in the Collection of Solid Waste, Recyclable Materials
670 and Yard Waste shall be painted, thoroughly washed, and thoroughly
671 steam cleaned on a regular basis so as to present a clean appearance.
672 The Town may inspect vehicles at any time to determine compliance
673 with this Agreement. Contractor shall also make vehicles available to
674 the Butte County Health Department for inspection, at any frequency
675 it requests.
676

677 **c.** Contractor shall repaint or refurbish to the reasonable satisfaction of
678 the Town all vehicles used in the Collection of Solid Waste, Recyclable
679 Materials and Yard Waste within thirty (30) days' notice from the
680 Town, if the Town determines that their appearance warrants
681 painting.
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d. Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be removed from service and repaired. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to the Town upon request.

e. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.

f. Contractor shall furnish sufficient equipment to provide all service required under this Agreement, including back-up Collection vehicles. Contractor shall furnish within thirty (30) days of request to the Town, a written inventory of all equipment, including Collection vehicles, used in providing service, and shall update the inventory annually. The inventory shall list all equipment by manufacturer, ID number, and date of acquisition, type, and capacity.

g. Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with all applicable zoning regulations.

4. Operation. Vehicles shall be operated in compliance with Federal, State and local laws and regulations, including but not limited to the California Vehicle Code, and all applicable safety laws and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.

Contractor equipment used for Solid Waste, Recyclable Materials, and Yard Waste services shall comply with the Town's ordinances or US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle. Noise and pollution emission levels of equipment used for Collection shall comply with the Town's ordinance.

727 **4.11 Containers.**

728
729 **A. Single Family Dwelling Solid Waste Containers.** At no additional cost,
730 Contractor shall offer wheeled carts to all Single Family Dwelling service
731 recipients in sizes compatible with the Town's variable can rate (35-, 65-, 95-
732 gallons, or as other sizes approved by Town.).

733
734 All Contractor-provided wheeled carts shall be constructed of heavy gauge
735 plastic with wheels and attached lids in sizes of 35-, 65-, and 95-gallons, or other
736 sizes approved by the Town. Contractor shall maintain all Contractor-provided
737 Containers in good repair.

738
739 **B. Commercial, Industrial, Institutional and Multi-Family Residential**
740 **Complex Solid Waste Containers.** Contractor shall offer wheeled 35-, 65-, and 95-
741 gallon carts (or other sizes approved by the Town) to all Commercial, Industrial
742 and Institutional Service Recipients and Multi-Family Residential Complex
743 service recipients receiving service of less than (1) cubic yard per week.

744
745 Contractor shall furnish Commercial, Industrial and Institutional Service
746 Recipients and Multi-Family Residential Complex service recipients receiving one
747 (1) cubic yard service or more with appropriate Containers to Collect Solid Waste
748 upon service recipient request. Containers with a capacity of one cubic yard or
749 more shall be available in standard sizes. The kind, size and number of
750 Containers furnished to particular service recipients shall be as determined
751 mutually by the service recipient and Contractor. All Containers with a capacity
752 of one cubic yard or more shall meet applicable regulations for Solid Waste bin
753 safety and shall have reflectorized markings. All Containers shall be maintained
754 in good repair with neatly and uniformly painted surfaces and shall prominently
755 display the name and telephone number of Contractor and the types of material
756 accepted.

757
758 **C. Residential Recyclable Materials and Yard Waste Containers.** Residential
759 service recipients shall place their Recyclable Materials in the Contractor-
760 provided Recycling Containers for collection by Contractor. Extra Containers
761 shall be provided to service recipients upon request.

762
763 Residents shall place their Yard Waste in Contractor-provided 95- gallon
764 Containers for Collection by Contractor. Residence may request 1 additional
765 Container at no additional charge.

766
767 **D. Commercial Recyclable Materials and Yard Waste Containers.** Contractor
768 shall furnish Commercial, Industrial and Institutional service recipients
769 Containers for the Collection of Recyclable Materials and Yard Waste of a size
770 appropriate to the particular service recipient's needs and availability of space.
771 Multiple sizes shall be made available by Contractor.

772
773 E. **Delivery.** Appropriate Containers of a size requested by the service recipient
774 as described in this Section 4.11 shall be delivered to new service recipients, upon
775 request, within five (5) business days of the service recipient's request for service.
776 Contractor shall notify the Town if it fails to deliver Containers within five (5)
777 business days.

778
779 F. **Container Replacement.** The Town and Contractor acknowledge that from
780 time to time Contractor-provided Containers may be stolen or damaged. When
781 notified of such occurrence, Contractor shall replace the stolen or damaged
782 Container(s), at no charge to the service recipient, not more than one (1) time
783 within any twelve (12) month period. If the service recipient requests more than
784 one (1) replacement set of Containers per twelve (12) month period, the
785 Contractor shall make Containers available for purchase by the service recipient
786 at a price not to exceed the cost to Contractor of purchasing the Containers.
787

788 **4.12 Litter Abatement.**

789
790 A. **Minimization of Spills.** Contractor shall use due care to prevent Solid Waste
791 fluids from leaking being spilled and/or scattered during the Collection or
792 transportation process. If any material or fluids leak or are spilled during
793 Collection, Contractor shall promptly clean up all such materials. Each Collection
794 vehicle shall carry absorbent material, a broom and shovel at all times for this
795 purpose.
796

797 Contractor shall not transfer loads from one vehicle to another on any public
798 street, unless it is necessary to do so because of mechanical failure, accidental
799 damage to a vehicle, or a pre-approved method of Solid Waste transfer between
800 vehicles, without prior written approval by the Town.
801

802 B. **Clean Up.** During the Collection or transportation process, Contractor shall
803 clean up litter in the immediate vicinity of any storage area (including the areas
804 where Collection bins and debris boxes are delivered for Collection) whether or
805 not Contractor has caused the litter. Contractor shall discuss instances of
806 repeated spillage not caused by it directly with the Waste Generator responsible
807 and will report such instances to the Town. The Town will attempt to rectify such
808 situations with the Waste Generator if Contractor has already attempted to do so
809 without success.
810

811 C. **Covering of Loads.** Contractor shall properly cover all open debris boxes
812 during transport to the Disposal or Processing Site.
813

814 **4.13 Personnel.**

815 Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical,
816 management and other personnel as may be necessary to provide the services
817 required by this Agreement in a satisfactory, safe, economical and efficient manner in
818 accordance with all applicable Federal, State and local laws and regulations. If
819 additional personnel are required to meet the service standards of this Agreement,
820 Contractor shall provide such additional personnel if approved in advance by the
821 Town. All drivers shall be trained and qualified in the operation of vehicles they
822 operate and must possess a valid license, of the appropriate class, issued by the
823 California Department of Motor Vehicles and participate in periodic driver safety
824 trainings.

825
826 Contractor also agrees to establish and vigorously enforce an educational program
827 which will train Contractor's employees in the identification of Hazardous Waste.
828 Contractor's employees shall not knowingly place such Hazardous Waste in the
829 Collection vehicles, nor knowingly dispose of such Hazardous Wastes at the
830 Processing Facility or Disposal Site.

831
832 Contractor shall train its employees in courtesy, shall prohibit the use of loud or
833 profane language, and shall instruct Collection crews to perform the work quietly.
834 Contractor shall use its best efforts to assure that all employees present a neat
835 appearance and conduct themselves in a courteous manner. If any employee is
836 found to be discourteous or not to be performing services in the manner required by
837 this Agreement, Contractor shall take all necessary corrective measures including,
838 but not limited to, transfer, discipline or termination. If the Town has notified
839 Contractor of a Complaint related to discourteous or improper behavior, Contractor
840 will consider reassigning the employee to duties not entailing contact with the public
841 while Contractor is pursuing its investigation and corrective action process.
842 Contractor shall provide suitable operations, health and safety training for all of its
843 employees who use or operate equipment or who are otherwise directly involved in
844 Collection or other related operations.

845
846 Applicants, for employment with Contractor, shall be subject to the following
847 criteria:

- 848 a. Applicants shall be fit for duty
- 849 b. Applicants shall pass Contractor's drug tests
- 850 c. Applicant's driving records obtained from DMV shall meet
851 Contractor's requirements (drivers).

852 Contractor shall also provide comparable salary and benefits to such employees with
853 pre-existing medical conditions.

854
855 Contractor shall incorporate the use of C.O.V.E., including its clients, subject to the
856 approval of C.O.V.E administration and the Town, that shall at a minimum, include
857 the following:

- 858 a. Trailway containers,

b. Buy back centers

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4.14 Identification Required.

Contractor shall provide its employees and subcontractors with identification for all individuals who may make personal contact with residents or businesses in the Service Area. The Town may require Contractor to notify service recipients yearly of the form of said identification. Contractor shall provide a list of current employees, and subcontractors to the Town upon request.

4.15 Fees and Gratuities.

Contractor shall not, nor shall it permit any agent, employee, or subcontractors employed by it, to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for services or the Collection, transportation, Recycling, Processing, and /or Disposal of Solid Waste, Recyclable Materials and Yard Waste, otherwise required under this Agreement.

4.16 Non-Discrimination.

Contractor shall not discriminate in the provision of service or the employment of Persons engaged in performance of this Agreement on account of race, color, religion, sex, age, sexual orientation, physical or mental disability or medical condition in violation of any applicable Federal or State law.

4.17 Change in Collection Schedule.

Contractor shall notify the Town thirty (30) days prior to, and Residential service recipients not later than fourteen (14) days prior to, any change in Residential Collection operations which results in a change in the day on which Solid Waste, Recyclable Materials, and Yard Waste Collection occurs. Contractor shall not permit any service recipient to go more than seven (7) days without service in connection with a Collection schedule change.

4.18 Report of Accumulation of Solid Waste; Unauthorized Dumping.

Contractor shall direct its drivers to note (1) the addresses of any service recipients at which they observe that Solid Waste is accumulating and is not being delivered for Collection; and (2) the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. Contractor shall deliver the address or description to the Town within five (5) working days of such observation.

4.19 Contingency Plan.

Contractor shall submit to the Town on or before the Effective Date of the Agreement, a written contingency plan demonstrating Contractor's arrangements to provide vehicles and personnel and to maintain uninterrupted service during

901 breakdowns, and in case of natural disaster or other emergency, including the events
902 described in Section 11.04.
903

904 **4.20 Collection Routes.**

905 Routes over which Contractor's vehicles travel to effect the Collection and transport
906 of Solid Waste, Recyclable Materials and Yard Waste shall be selected to minimize
907 damage to Service Area and private streets, inconvenience and disturbance to the
908 public and shall be subject to the approval of the Town. Contractor shall use due
909 care to obey all traffic laws and prevent materials being transported from being
910 spilled or scattered during transport. If any materials are spilled within the Service
911 Area, Contractor shall immediately clean up all spilled materials, whether on private
912 or public property.
913

914 **4.21 Transportation of Solid Waste.**

915 Contractor shall transport and deliver all Solid Waste to the Neal Road Landfill.
916

917 **4.22 Transportation of Recyclable Materials and Yard Waste.**

918 Contractor shall Collect, transport and deliver (or arrange for the transportation and
919 delivery of) all Recyclable Materials and Yard Waste to a purchaser, a licensed
920 Material Recovery Facility, licensed Processing Facility, or a Person who will use the
921 materials in a process or product and will not dispose of them in a landfill. The
922 Processing Facility Contractor has designated shall be the City of Napa MDF in Napa
923 Ca, owned by the City of Napa. In accordance with Section 2.08, the Town reserves
924 the right to direct the Contractor to process Recyclable Materials and/or Yard Waste
925 at a particular licensed Facility.
926

927 **4.23 Processing of Solid Waste.**

928 The Town, upon prior written notice to Contractor, reserves the right, prior to
929 Disposal, to direct portions of the Solid Waste stream Collected under this
930 Agreement to a Material Recovery Facility or Processing Facility for separation,
931 reuse, and Recycling of any Recyclable Materials or Yard Waste contained therein.
932 The Contractor agrees to assist the Town by identifying loads suitable for processing
933 in the Material Recovery Facility. The Material Recovery Facility Contractor has
934 designated shall be the City of Napa MDF owned by the City of Napa. In accordance
935 with Section 2.08, the Town reserves the right to direct the Contractor to process
936 Solid Waste, Recyclable Materials and/or Yard Waste at a particular licensed Facility.
937

938 **4.24 Disposition of Solid Waste.**

939 Contractor shall Dispose of all Solid Waste, Collected under this Agreement, at the
940 designated Disposal Site. The Disposal Site Contractor as designated shall be the
941 Neal Road Landfill owned by Butte County. In accordance with Section 2.08 the
942 Town reserves the right to direct Contractor to Dispose Solid Waste at another
943 particular licensed Disposal Site.

944
945 **4.25 Service Exceptions; Hazardous Waste Notifications.**
946
947 **A. Hazardous Waste Inspection and Reporting.** Contractor reserves the right
948 and has the duty under law to inspect Solid Waste, Recyclable Materials and Yard
949 Waste put out for Collection and to reject Solid Waste, Recyclable Materials and
950 Yard Waste observed to be contaminated with Hazardous Waste and the right not
951 to Collect Hazardous Waste put out with Solid Waste, Recyclable Materials and
952 Yard Waste. Contractor shall notify all applicable agencies, if appropriate,
953 including the California Department of Toxic Substances Control and local
954 emergency response providers and the National Response Center of reportable
955 quantities of Hazardous Waste, found or observed in Solid Waste, Recyclable
956 Materials and Yard Waste anywhere within the Service Area. In addition to other
957 required notifications, if Contractor observes any substances which it or its
958 employees reasonably believe or suspect to contain Hazardous Wastes unlawfully
959 Disposed of or released on any of the Town's property, including storm drains,
960 streets or other public rights of way, Contractor shall immediately notify the
961 Town.

962
963 **B. Hazardous Waste Diversion Records.** Contractor shall maintain records
964 showing the types and quantities, if any, of Hazardous Waste found in Solid
965 Waste, Recyclable Materials and Yard Waste and which was inadvertently
966 Collected from service recipients within the Service Area, but diverted from
967 landfilling.

968
969 **4.26 Street Sweeping.**
970 Contractor shall provide a street sweeping program in accordance with Exhibit H.
971
972 With the assistance of Town Public Works, Contractor shall provide a public
973 notification program for street sweeping activities that gives a written 24-hour notice
974 for areas impacted by on-street parking. Street sweeping activities shall take place
975 between 5:00 a.m. and 10:00 p.m.

976
977 Contractor shall provide "on-call" street sweeping services provided at the direction
978 of the Town with appropriate contact and communication protocols. Upon request of
979 "on-call" sweeping/vacuuming services, Contractor shall provide a response time
980 within 24-hours or less.

981
982 The street sweeping program, as identified in Exhibit H, shall be implemented for the
983 first two years of this Agreement. During the months of May 2019 - July 2019, the
984 Contractor and the Town shall work together to determine if the sweeping schedule
985 needs to be modified to improve the street sweeping results for curbed streets,
986 repeated hot-spots, and other efficiency opportunities identified during the first two
987 years of this Agreement. Any modifications to the street sweeping program shall
988 continue to provide the 1,300 annual sweeping miles service with no changes to the

989 "on-call" service hours. Contractor shall process the street sweeping debris at a
990 location designated by Town.
991

ARTICLE 5
OTHER SERVICES

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995
996 **5.01 Local Office and Truck Yard.**

997 Contractor shall operate its local/regional office within the Town limits.. Office
998 hours shall be, at a minimum, from 8:00 A.M. to 5:00 P.M., Monday through Friday,
999 exclusive of holidays. Responsible and qualified representatives (customer service
1000 representatives, office manager, etc) of Contractor shall be available during office
1001 hours for communication with the public at the local office. Normal office hour
1002 telephone numbers shall be a local call directed to the local office. Contractor's
1003 telephone system shall be adequate to handle the volume of calls typically
1004 experienced on the busiest days. Contractor shall also maintain a local or toll free
1005 telephone number for use during other than normal business hours. Contractor shall
1006 have a representative, answering or message providing/receiving (voice-mail)
1007 service available at said after-hours telephone number. Contractor's telephone
1008 system shall be able to track customer hold times and the number of calls received on
1009 a daily basis by each customer service representative.

1010
1011 Contractor shall locate its truck yard for purposes of parking and maintenance
1012 within the Town limits or shall obtain approval from the Town to locate the truck
1013 yard outside the Town limits. The Town's approval shall not be reasonably
1014 withheld.

1015
1016 Contractor shall locate its Household Hazardous Waste (HHW), E-waste and Buy
1017 Back facility as well as its customer service and office within the Town limits, subject
1018 to obtaining the necessary operating permits.
1019

1020 **5.02 Service Notice and Service Recipient Billing**

1021
1022 **A. Service Notice.** Contractor shall periodically prepare and distribute, a notice
1023 to each service recipient entitled or mandated to receive service under this
1024 Agreement listing Contractor's standard service rates, rates for other services,
1025 annual holiday schedule, and a general summary of services required under this
1026 Agreement to be provided service recipients. Such notice shall be in form subject
1027 to the Town's approval prior to its distribution and may be included with Billings
1028 made by Contractor.
1029

1030 **B. Billing.** Contractor shall prepare, mail and collect bills (or shall issue written
1031 receipts for cash payments) from persons receiving Collection, Disposal, and
1032 Processing services. Billing shall be performed quarterly for each Residential
1033 account. Bills shall be mailed in advance of the provision of service but no more
1034 than one (1) month in advance. The Town shall have the right to revise the billing
1035 format (size, font, frequency, etc.) and to itemize certain charges and to review the

1036 Billing procedures. The Town may also direct Contractor to insert mailers
1037 relating to service with the Billings. The mailers must fit in standard envelopes
1038 and not increase the required postage. Contractor also agrees to insert with the
1039 Billings, at the Town's' expense for the incremental cost, mailers describing
1040 activities of the Town. The Town will provide not less than thirty (30) days notice
1041 to Contractor prior to the mailing date of any proposed mailing to permit
1042 Contractor to make appropriate arrangements for inclusion of the Town's
1043 materials. The Town will provide Contractor the mailers at least thirty (30) days
1044 prior to the mailing date. All Contractor generated mailers must be approved in
1045 advance by the Town with the exception of Contractor's quarterly newsletter.
1046

1047 Contractor shall maintain, for inspection by the Town, copies of said Billings and
1048 receipts, in chronological order, for a period of three (3) years after the date of
1049 service. Contractor may, at its option, maintain those records in computer form,
1050 on microfiche, or in any other manner, provided that the records can be preserved
1051 and retrieved for inspection and verification in a timely manner.
1052

1053 The Town shall establish, by resolution, rates for the types of service provided.
1054 Contractor shall bill and Collect at those rates. Service recipients will be
1055 considered delinquent sixty (60) days after start of the quarter in which the
1056 services are provided. Contractor may discontinue service to any account, if
1057 payment is not received by Contractor within thirty (30) days after the end of the
1058 quarter in which the bill was issued. Contractor must provide all accounts with
1059 written notice of its intent to discontinue service at least thirty (30) days prior to
1060 such discontinuance.
1061

1062 The Town agrees to allow customers subscribing to 35 gallon can – Senior service
1063 as of November 1, 2006, to continue to receive a discounted senior rate. Customer
1064 will provide proof of eligibility by providing a November 2006 disposal services
1065 invoice and a document verifying their age is 65 or older.
1066

1067 Contractor agrees to offer residential customers a Service Suspension for a
1068 minimum of four weeks up to six months. Contractor may establish a minimum
1069 charge subject to the approval of the Town. Each Single Family Dwelling shall be
1070 allowed two Service Suspensions per calendar year for a maximum of six months.
1071

1072 **C. Contractor as Billing Agent.** Contractor shall act as Billing agent on behalf of
1073 the Town. Revenues collected on behalf of the Town shall be handled as
1074 described in Article 3 of this Agreement.
1075

1076 **D. Review of Billings.** Contractor shall review its Billings to service recipients
1077 under Section 5.02.B. The purpose of the review is to determine that the amount
1078 which Contractor is billing each service recipient is correct in terms of the level of
1079 service (i.e., frequency of Collection, size of container, location of container) being
1080 provided to such service recipient by Contractor. Contractor shall review service

1081 recipient accounts not less than every other year, unless the Town shall direct
1082 Contractor to do so annually, and submit to the Town a written report of that
1083 review annually on the anniversary of the effective day of this Agreement. The
1084 intent of this Section 502.D is for the Town to receive reports on an annual basis
1085 which will cover the entire list of service recipients every other year. The scope of
1086 the review and the reviewer's work plan shall be submitted to the Town for
1087 approval no later than six (6) months before the submission of the first report.
1088

1089 **5.03 Service Recipient Complaint Resolution.**

1090
1091 **A. Complaint Documentation.** All service Complaints shall be directed to
1092 Contractor. Daily logs of Complaints concerning Collection of Solid Waste,
1093 Recyclable Materials, and Yard Waste shall be retained for a minimum of thirty-
1094 six (36) months and shall be available to the Town at all times upon twenty-four
1095 (24) hour notice.

1096
1097 Contractor shall log all Complaints received by telephone and said log shall
1098 include the date and time the Complaint was received, name, address and
1099 telephone number of caller, description of Complaint, employee recording
1100 Complaint and the action taken by Contractor to respond to and remedy
1101 Complaint.

1102
1103 All Complaints and inquiries shall be date-stamped when received and shall be
1104 initially responded to within one (1) business day of receipt. Contractor shall log
1105 action taken by Contractor to respond to and remedy the Complaint.

1106
1107 All service records and logs kept by Contractor shall be made available to the
1108 Town upon request and at no cost to the Town. The Town shall, at any time
1109 during regular Contractor business hours, have access to Contractor's Facilities,
1110 records and personnel for purposes that may include monitoring the quality of
1111 service or researching Complaints.

1112
1113 **B. Resolution of Complaints.**

1114
1115 **1. Scope.** The provisions of this Section 5.03.B.1 shall govern the procedure
1116 for reviewing Complaints. The provisions of this Section are not exclusive,
1117 are cumulative, and are in addition to any and all other remedies which
1118 may accrue to the Town as a result of Contractor's performance or failure
1119 to perform its duties and obligations, express or implied, hereunder, or
1120 otherwise as a result of Contractor's actions in violation of this Agreement.

1121
1122 Nothing in this Section 5.03.B is intended to affect the remedies of third
1123 parties against Contractor; nor will the imposition of service recipient
1124 charges prevent the imposition of liquidated damages by the Town
1125 pursuant to Section 11.03.

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2. Town Administrator’s Review. All Complaints received or initiated by the Town shall be reviewed by the Town Administrator who shall provide copies thereof to Contractor. The Town Administrator shall review each Complaint to determine whether the Complaint can be resolved informally, or whether the formal action hereunder is warranted. If the Town Administrator determines that formal action is warranted, he or she shall give written notice to Contractor and all interested parties of a hearing to be held by the Town Administrator on each such Complaint not less than ten (10) days from the date of said notice.

At the Town Administrator’s hearing on the Complaint, Contractor may present its response thereto, including, but not necessarily limited to, a written response including supporting documents. Within ten (10) days following the hearing, the Town Administrator shall make a determination upon the Complaint. The hearing conducted by the Town Administrator shall be informal, and rules of evidence shall not apply, but the Town Administrator may hear and consider such relevant statements, documents, or other materials as he or she shall determine appropriate under the circumstances.

If the Town Administrator determines that Contractor has violated, or is in continuing violation of, its duties and obligations under this Agreement, or otherwise in violation of any of the provisions hereof, the Town Administrator may issue a Compliance Order to Contractor or may order that the Complaint shall be heard by the Town’s Solid Waste Committee. In all cases in which the Town Administrator determines that the appropriate remedy should be termination or payment of compensatory damages, the Complaint shall be heard by the Town Council. If the Town Administrator orders that the Complaint shall be heard by the Town Council, he or she shall prepare a written report to the Town Council which shall state his or her findings, the basis therefore, and a recommended action.

3. Town’s Solid Waste Committee and Town Council Review. Contractor may appeal a Compliance Order issued by the Town’s Administrator to the Town’s Solid Waste Committee by filing a notice of appeal with the Clerk of the Town Council within ten (10) days of the date of the Town Administrator’s Compliance Order. The Clerk of the Town Council shall set the matter for hearing by the Town’s Solid Waste Committee within thirty (30) days of receipt of the notice of appeal unless Contractor consents to an extension of the time for the hearing.

If the Town Administrator orders a Complaint to be heard by the Town’s Solid Waste Committee pursuant to this Section, the Clerk of the Town

1171 Council shall set the matter for hearing within thirty (30) days of the date
1172 of such order, unless the time for hearing is extended by consent of
1173 Contractor.

1174
1175 At its hearing the Town's Solid Waste Committee shall consider the
1176 Complaint anew, irrespective of whether the hearing is on appeal by
1177 Contractor or by order of the Town Administrator. If a Complaint is based
1178 upon the manner or quality of Contractor's service to service recipients or
1179 members of the public, the hearing shall be a public hearing. If a
1180 Complaint is based upon a violation of the standards and procedures
1181 implemented under this Agreement, the hearing may, but shall not
1182 necessarily, be a public hearing, as the Town Administrator shall
1183 determine.

1184
1185 If, upon conclusion of the hearing and consideration of any advisory
1186 findings of fact, the Town's Solid Waste Committee determines that
1187 Contractor has violated, or is in continuing violation of, any of its duties
1188 and obligations, either express or implied, under this Agreement, the
1189 Town Council may issue a Compliance Order, Termination Order for
1190 violations described in Section 11.01 C, E, F, I, J or K, or Order for Payment
1191 of Compensatory Damages, as it deems appropriate. The Town's Solid
1192 Waste Committee's decision shall be the final administrative
1193 determination, and shall be supported by written findings.

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1196 **4. Remedies.**

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1198 **a. Named.** Remedies available to the Town pursuant to this Article
1199 include the issuance of a Compliance Order, Termination Order, or
1200 Order for Payment of Compensatory Damages, which terms are
1201 defined and described hereinafter. Such Orders may be issued
1202 subject to such terms and conditions as the Town Administrator (in
1203 the case of Compliance Orders) and the Town's Solid Waste
1204 Committee (in the case of all such Orders issued by it) shall deem
1205 appropriate.

1206
1207 **b. Compliance Order.** A Compliance Order may be issued by the
1208 Town Administrator or the Town's Solid Waste Committee upon a
1209 determination that Contractor has violated, or is in continuing
1210 violation of, any of its duties or obligations, either express or
1211 implied, under this Agreement, and shall direct Contractor
1212 forthwith to cease such violation, and may specify, if appropriate,
1213 the time within which such violation shall be remedied, and
1214 otherwise establish terms and conditions governing compliance
1215 there under.

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c. **Termination Order.** If the Town’s Solid Waste Committee determines that Contractor has violated, or is in continuing violation of, Section 11.01 C, E, F, I, J or K under this Agreement, the Town Council may order termination of this Agreement. Such Termination Order shall be effective not less than thirty (30) days from the date of the Termination Order. Contractor shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the effective date of termination.

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d. **Order for Payment of Compensatory Damages.** If the Town’s Solid Waste Committee determines that Contractor has violated, or is in continuing violation of, any of its duties or obligations, either express or implied, under this Agreement, which has caused loss of revenues to the Town, or caused the Town to incur unnecessary costs or has caused loss or damages to any Person, it may order Contractor to pay compensatory damages therefore to the Town, or to the Person so damaged.

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C. **Government Liaison.** Contractor shall designate in writing a “Government Liaison” who shall be responsible for working with the Town Administrator and/or the Town Administrator’s designated representative(s) to resolve service recipient complaints.

1241 **5.04 Education and Public Awareness.**

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A. **General.** Contractor acknowledges and agrees that education and public awareness are critical, key, and essential elements of any efforts to achieve diversion and effectively manage Solid and Hazardous Waste. Accordingly, Contractor agrees to take direction from the Town to explore opportunities to expand public and service recipient knowledge concerning needs and methods to reduce, reuse, and recycle Solid Waste, and to cooperate fully with the Town in this regard. Contractor’s public education plan is included as Exhibit C.

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Contractor shall perform all of the public education activities related to the transition to new services, as described in Exhibit C. These education activities shall include, but not be limited to: mailings prior to the start of service, flyers handed out, follow-up mailings or hand-outs related to the new services, commercial advertising, and the mailing and hand-outs of The Town’s newsletters upon request.

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B. **Content Approval.** Contractor shall make available to the Town, and the Town shall approve prior to its use, all public educational materials used by Contractor. At a minimum, Contractor materials will describe the specific types of

1261 Recyclable Materials and Yard Waste, explain how to prepare materials for
1262 Collection, and explain how, where, and when to set out Containers for
1263 Collection.
1264

1265 All public educational materials shall be printed on or manufactured from
1266 recycled materials and contain the highest practical level of post-consumer
1267 content. Contractor's primary educational materials shall be available in English.
1268 Contractor may produce materials in additional languages for which there is a
1269 demand.
1270

1271 **C. Community Events.** At the direction of the Town, Contractor shall participate
1272 in and promote diversion techniques at community events and local activities.
1273 Such participation would normally include providing, without cost, educational
1274 and publicity information promoting the goals of the Town's waste reduction and
1275 recycling programs.
1276

1277 **D. Notification to New Service Recipients.** Immediately upon request for new
1278 service, Contractor shall notify the new service recipients of the Recyclable
1279 Materials and Yard Waste Collection services offered by Contractor. At the
1280 Town's request, such notification shall be available in languages other than
1281 English.
1282

1283 **5.05 Waste Generation/Characterization Studies.**

1284 Contractor acknowledges that the Town may perform Solid Waste generation and
1285 characterization studies periodically. Contractor agrees to participate and cooperate
1286 with the Town and their agents and to accomplish studies and data collection and
1287 prepare reports, as needed, to determine weights and volumes of Solid Waste and
1288 characterize Solid Waste generated, disposed, transformed, diverted or otherwise
1289 handled/processed to satisfy AB 939 requirements.
1290

1291 **5.06 Local Purchases**

1292 Contractor shall purchase, at a minimum, the following supplies and services with
1293 the Town and if they are available within the Town limits:
1294

- 1295
- 1296 a. Vehicle supplies(fuel, tires, service parts, etc)
 - 1297 b. Office and facility supplies
 - 1298 c. Printing/publishing
 - 1299 d. Uniforms
 - 1300 e. Banking
 - 1301 f. Insurance
- 1302

1303 **5.07 Vegetative Waste Collection Transfer Station**

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1305 Contractor shall operate and manage the Town's Vegetative Waste Collection
1306 Transfer Station if requested by the Town. Contractor agrees to operate the facility at
1307 the current established gate rate or at a rate approved and agreed upon by the Town
1308 Manager. Gate rates in subsequent years may be determined for adjustment by the
1309 Town Manager based upon an annual review of operations costs factors such as, but
1310 not limited to, current market for biomass fuels, Neal Road Landfill gate fees, CPI
1311 index, etc. The Town agrees to indemnify and hold harmless Contractor for past
1312 environmental liabilities and clean-up costs associated with known contamination at
1313 the facility.
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ARTICLE 6
CONTRACTOR'S RATES

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6.01 General.

- A. **Rate Resolution.** The Town shall establish by resolution the maximum rates for the services provided by Contractor. The Town shall have the right to structure those rates as it deems appropriate so long as the revenues paid to the Contractor from charging such rates can reasonably be expected to generate sufficient revenues to provide for Contractor's Compensation.
- B. **Full and Complete Compensation.** Contractor's Compensation provided for in this Article 6 shall be the full, entire and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, profit, and all other things necessary to perform all the services required by this Agreement in the manner and times prescribed.

6.02 Initial Rates.

Solid Waste, Recyclable Materials and Yard Waste. Contractor's maximum rates for the initial eight (8) months of this Agreement (i.e., from May 1, 2017 to December 31, 2017) shall be based on the "Solid Waste Collection Rate Schedule" provided in Exhibit F except for increases relating to pass-through costs. The revenue from such rates properly charged shall be the complete compensation due Contractor for the services performed by the Contractor in accordance with this Agreement. .

6.03 Subsequent Rates for Rate Years.

- A. **General.** For each Rate Year beginning January 1, 2018, rates shall be adjusted as described below. For purposes of this calculation, rates shall be composed of three (3) components: a monthly Collection Rate, a monthly Disposal Rate, and a Franchise Fee.
- B. **Monthly Collection Rate Adjustment.** The monthly Solid Waste, Recycling, and Yard Waste Collection Rates shall be adjusted upward or downward to reflect one hundred percent (100%) of the change in the California "Consumer Price Index, All Items for All Urban Consumers West Urban Area; 1982-84 = 100" for the most recent twelve (12) month period ending July as published by the U.S. Department of Labor, Bureau of Labor Statistics. No monthly Collection Rate increase shall exceed five percent (5%) per annum.

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- C. **Monthly Disposal Rate Adjustment.** The monthly Disposal Rate shall be adjusted based upon the percentage change in the gate rate at the Designated Disposal Site.
- D. **Franchise and Other Fee Adjustment.** The Franchise Fee component shall be calculated by adding the monthly Collection Rate and the monthly Disposal Rate and multiplying the resulting total by 0.0753. The Other Fee component is composed of charges for the Vehicle Impact Fee and other miscellaneous fees, as determined by the Town.
- E. **Contractor's Application.** By September 15, of each year, the Contractor shall submit an application request for adjustment of Rates to the Solid Waste Collection Rate Schedule to the Town. This application request shall be prepared and submitted with format in accordance with the procedures and as described in this Agreement and in Exhibit E.
- F. **Determination of Adjustment to Rates.** The Town, or representative, will review the Contractor's application request for adjustment to Rates for compliance with this Agreement, accuracy, and reasonableness. The Town shall attempt in good faith to make the adjustment effective by January 1st of each Rate Year. However, the Town shall not make any retroactive adjustments to compensate for any delay in calculating the adjustment to rates which results from the failure of the Contractor to submit its request by September 15, of each Rate Year and/or respond promptly for information related to any of the calculations required by this Section or from appeals of the determination to the Town which extends the process of determination. The revenue from such rates properly charged shall be the complete compensation due Contractor for services performed by the Contractor in accordance with this Agreement.

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ARTICLE 7
REVIEW OF SERVICES AND PERFORMANCE

7.01 Performance Hearing.

The Town may hold a public hearing on or about the first anniversary date of this Agreement and on or about each subsequent anniversary, at which time Contractor shall be present and shall participate, to review its services and overall performance. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, waste reduction, Recycling, Yard Waste diversion, processing and Disposal to achieve a continuing, advanced Solid Waste Collection, waste reduction and diversion system; and to ensure services are being provided with adequate quality, effectiveness and economy.

Within forty-five (45) days after receiving notice from the Town of a Solid Waste performance review hearing, Contractor shall, at a minimum, submit a report to the Town indicating changes recommended and/or new services to improve the Town's ability to meet the Town's waste reduction and recycling obligations and goals and to contain costs and minimize impacts on rates.

The reports required by this Agreement regarding service recipient Complaints shall be used as one basis for review. Contractor may submit other relevant performance information and reports for consideration. The Town may request Contractor to submit specific information for the hearing. In addition, any service recipient may submit comments or Complaints during or before the hearing, either orally or in writing, and these shall be considered.

Topics for discussion and review at the Solid Waste performance hearing shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, service recipient Complaints, amendments to this Agreement, developments in the applicable laws and regulations, new initiatives for meeting or exceeding waste reduction and recycling goals, regulatory constraints and Contractor performance. The Town and Contractor may each select additional topics for discussion at any performance review hearing.

Not later than sixty (60) days after the conclusion of each performance hearing, the Town may issue a report. As a result of the review, the Town may require Contractor to provide expanded or new services within a reasonable time and for reasonable rates and compensation and the Town may direct Contractor to take corrective actions for any performance inadequacies.

7.02 Annual Diversion Program Review.

Beginning on the Effective Date of the Agreement, and then on an annual basis thereafter, Contractor shall meet with the Town to describe the progress of each active diversion program. Contractor should document the results of the programs

1436 on a monthly basis, including at a minimum the tonnage diverted by material type,
1437 the end use or processor of the diverted materials and the cost per ton for
1438 transporting and processing each type of material and other such information
1439 requested by the Town or any other government entity as may be necessary to
1440 evaluate the performance of each program.

1441
1442 At each annual meeting, the Town and Contractor shall have the opportunity to
1443 revise a program based on mutually agreed upon terms. The Town shall have the
1444 right to terminate a program if in its sole discretion, the Contractor is not cost
1445 effectively achieving the program's goals and objectives. Prior to such termination,
1446 the Town shall meet and confer with the Contractor for a period of up to 90 days to
1447 resolve the Town's concerns. Thereafter, the Town may utilize a third party to
1448 perform these services if the Town reasonably believes the third party can improve
1449 on Contractor's performance and/or cost. Notwithstanding these changes,
1450 Contractor shall continue the program during the meet and confer period and,
1451 thereafter, until the third party takes over the program.

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**ARTICLE 8
RECORDS, REPORTS AND INFORMATION REQUIREMENTS**

8.01 General.

Contractor shall conduct data collection, information and record keeping, and reporting activities needed to comply with and to meet the reporting and Solid Waste program management needs of the Town (including AB939) and other Federal and State and local laws and regulations and the requirements of this Agreement. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define what the records and reports are to be and their content. Further, with the written direction or approval of Town, the records and reports to be maintained and provided by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency. Records and reporting may be revised to reflect current record keeping and reporting.

8.02 Records.

A. General. In order to administer this Agreement it is necessary for Contractor to maintain accurate, detailed financial and operational information in a consistent format and to make such information available to the Town in a timely fashion. Contractor shall maintain records required to conduct its operations, to support requests it may make to the Town, and to respond to requests from the Town in the conduct of Town’s business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years after the expiration of this Agreement.

Contractor agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to the Town and its official representatives during normal business hours.

B. Inspection and Retention of Records.

1. Contractor's Accounting Records. Contractor shall maintain accurate and complete accounting records containing the underlying financial and operating data relating to and showing the basis for computation of all costs associated with providing services under this Agreement. The accounting records shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied.

1496 **2. Inspection of Records.** The Town, and/or agents selected by the Town,
1497 shall have the right, during regular business hours, to conduct
1498 unannounced on-site inspections of the records and accounting systems of
1499 Contractor and to make copies of any documents relevant to this
1500 Agreement.

1501 **3. Retention of Records.** Unless otherwise herein required, Contractor shall
1502 retain all records and data required to be maintained by this Agreement
1503 for at least five (5) years.

1504 Records and data required to be maintained that are specifically directed to
1505 be retained shall be retrieved by Contractor and made available to the
1506 Town.

1507 Records and data required to be maintained that are not specifically
1508 directed to be retained that are, in the sole opinion of the Town, material to
1509 establishing rates or to a determination of the Contractor's performance
1510 under this Agreement, shall be retrieved by Contractor and made available
1511 to the Town.

1512 Records and data required to be maintained that are not specifically
1513 directed to be retained and that are not material to establishing rates
1514 and/or not required for the determination of the Contractor's performance
1515 do not need to be retrieved by Contractor. In such a case, however, the
1516 Town may make reasonable assumptions regarding what information is
1517 contained in such records and data, and such assumption shall be
1518 conclusive in whatever action the Town takes.

1519 **4. Delivery of Financial Statements, Auditors' Reports.** Financial statements
1520 shall show Contractor's results of operations on a combined basis for the
1521 Town, including the specific revenues and expenses in connection with the
1522 operations provided for in this Agreement and others included in such
1523 financials statements. The financial statements shall be prepared in
1524 accordance with Generally Accepted Accounting Principles (GAAP). The
1525 financial statements shall be prepared by the Contractor and marked
1526 "unaudited". Such statements should include a certification by the
1527 Contractor's Chief Financial Officer. The financial statements for Rate
1528 Years shall have been examined by and shall be accompanied by the report
1529 of an independent certified public accountant (CPA) licensed (in good
1530 standing) to practice public accounting in the State of California as
1531

1535 determined by the State of California Consumer Affairs Board of
1536 Accountancy. Such accountant's representation shall include that it has
1537 examined the Contractor's financial statements in accordance with
1538 Generally Accepted Auditing Standards (GAAS) and the accountant's
1539 opinion that such statements have been prepared in accordance with
1540 Generally Accepted Accounting Principles (GAAP) consistently applied
1541 and fairly reflect the results of operations and Contractor's financial
1542 condition.

1543
1544 C. **Solid Waste Records.** Records shall be maintained and made available to the
1545 Town within 24 hours of written request relating to:

- 1546 1. Service recipient services and billing;
- 1547 2. Character, weight and volume of Solid Waste by type (e.g., Solid Waste,
1548 Recyclable Materials, and Yard Waste) and line of business (can/cart
1549 service, bin service, roll-off service, compactor service) especially as related
1550 to reducing and diverting Solid Waste.
- 1551 3. Routes;
- 1552 4. Facilities, equipment and personnel used;
- 1553 5. Facilities and equipment operations, maintenance and repair;
- 1554 6. Processing and Disposal of Solid Waste;
- 1555 7. Types and quantities of Hazardous Waste inadvertently Collected but
1556 diverted from landfilling;
- 1557 8. Complaints; and,
- 1558 9. Missed Pick-ups.

1559 Contractor shall maintain records of all Solid Waste Collected in the Town's
1560 Service Area for the period of this Agreement and all extensions to this
1561 Agreement or successor Agreements. In the event the Town requests certain
1562 records or Contractor discontinues providing services to the Town, Contractor
1563 shall provide all records of all Solid Waste requested to the Town within thirty
1564 (30) days of discontinuing service. Records shall be in chronological and
1565 organized form and readily and easily interpreted.
1566
1567

1568 **D. CERCLA Defense Records.** The Town views the ability to defend against
1569 CERCLA and related litigation as a matter of great importance. For this reason,
1570 the Town regards the ability to prove where Solid Waste Collected in the Service
1571 Area was taken for Transfer or Disposal, as well as where it was not taken, to be
1572 matters of concern. Contractor shall maintain data retention and preservation
1573 systems which can establish where Solid Waste Collected in the Service Area was
1574 disposed of (and therefore establish where it was not landfilled). This provision
1575 shall survive the expiration of the period during which Collection services are to
1576 be provided under this Agreement. Contractor shall maintain these records for a
1577 minimum of ten (10) years. Contractor shall provide these records to the Town in
1578 an organized and indexed manner rather than destroying or disposing of them.
1579

1580 **E. Recyclable Materials and Yard Waste Records.** Records shall be maintained
1581 for the Town that relate to:

- 1582 1. Records described in Section 8.02.C, above;
- 1583 2. Recyclable Materials, and Yard Waste Collection weekly and /or bi-weekly
1584 participation rates.
- 1585 3. Recyclable Materials sales value;
- 1586 4. Weight of material by type; and,
- 1587 5. End use and markets.

1588 **F. Other Programs' Records.** Records for other programs shall be tailored to
1589 specific needs. In general, they shall include:
1590

- 1591 1. Plans, tasks, and milestones; and,
- 1592 2. Accomplishments in terms such as dates, activities conducted, quantities of
1593 products used, produced or distributed, and numbers of participants and
1594 responses.

1595
1596 **8.03 Reports.**

1597 **A. Report Formats and Schedule.** Records shall be maintained in forms and by
1598 methods that facilitate flexible use of data contained in them to structure reports,
1599 as needed. Reports are intended to compile recorded data into useful forms of
1600 information that can be used to, among other things:
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1602

- 1603 1. Determine the number of subscribers to each service by service level, and
1604 the total revenues generated.
- 1605 2. Determine the total quantity of material Collected, transferred, Recycled
1606 processed and / or disposed through each program and service, by
1607 material type.
- 1608 3. Evaluate past and expected progress towards achieving the Town's
1609 diversion goals and objectives;
- 1610 4. Determine needs for adjustment to programs; and, evaluate service
1611 recipient service and Complaints.
- 1612 5. Prepare AB 939 Annual Reports and any and all other State required
1613 reports.

1614 Contractor may propose report formats that are responsive to the objectives and
1615 audiences for each report. The format of each report shall be approved by the
1616 Town. Contractor agrees to submit all reports on computer discs or by modem in
1617 a format compatible with Town's software/computers at no additional charge, if
1618 requested by the Town. Contractor will provide a certification statement, under
1619 penalty or perjury, by the responsible Contractor official, that the report being
1620 submitted is true and correct to the best knowledge of such official after their
1621 reasonable inquiry.
1622

1623 Annual Reports shall be submitted not later than April 1st following the calendar
1624 year.
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1626 All reports shall be submitted to:

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1628 Town of Paradise
1629 Town Hall
1630 5555 Skyway
1631 Paradise, CA 95969
1632 Attn: Town Manager
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1635 **B. Annual Reports.** Annual Reports are to include the following information, at
1636 a minimum, compiled and reported for each month of the year, and as an annual
1637 total. Annual totals are also to be provided for all previous years of the
1638 Agreement for purposes of comparison. The information listed below shall be the
1639 minimum reported for each service. To the extent that the requested information
1640 is not tracked directly by the Contractor or can not be specifically established due
1641 to the nature of the Contractor's operations, the Contractor shall present to the

1642 Town a proposed method for estimating the required information, the
1643 reasonableness of which shall be subject to the approval of the Town.
1644

1645 **1. Solid Waste Collection Services.**

- 1646
- 1647 a. Solid Waste tons Collected by Contractor, allocated between
1648 Residential cart service, Commercial cart and bin service, roll-off
1649 and compactor service.
- 1650
- 1651 b. Number of subscribers by service level
- 1652
- 1653 c. Subscriber data including name, address, and service level
- 1654
- 1655 d. Total Gross Revenues by service level, including revenues
1656 generated by each type of "Extra Services".
- 1657
- 1658 e. Number of Disabled Accounts.
- 1659
- 1660 f. Number of compactor accounts, size of compactors and number and
1661 size of compactors provided by the Contractor.
- 1662
- 1663 g. Number of debris-box pulls by bin size.
- 1664
- 1665 h. Tons processed and recovered through each processing operation
1666 including Construction Demolition Debris Recovery Program,
1667 Material Recovery Facility and any other processing operations
- 1668
- 1669 i. Complaint summary, for month and cumulative for report year, as
1670 above. Data shall be summarized by nature of Complaints on a
1671 compatible computer disc.
- 1672
- 1673 j. Narrative summary of problems encountered (including
1674 scavenging) and actions taken with recommendations for the Town,
1675 as appropriate.
- 1676
- 1677 k. Description of promotional and public education materials created
1678 or distributed.
- 1679
- 1680 l. A summary or copy of the Hazardous Waste records required under
1681 Sections 8.02.C and 8.02.D.
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- 1683 m. Other information or reports that the Town may reasonably request
1684 or require.

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2. **Recyclable Materials and Yard Waste Services.** Contractor shall provide the same information as Solid Waste service, but for Recyclable Materials and Yard Waste services, Contractor shall provide:
 - a. Total tons diverted by each program/service (e.g., Residential Curbside Recycling, Residential Yard Waste, Commercial Recycling), by material type and end use.
 - b. Number of accounts for each program/service, number and size of Containers and total tons Recycled by material type.
 - c. Participation and set-out rates in same format as number of accounts.
 - d. Recyclable Materials sales revenue by material type.
 3. Contractor shall provide information about Street Sweeping Program set forth in Exhibit H.
 4. **Other Programs.** For each program, provide activity related and narrative reports on goals and milestones and accomplishments. Describe problems encountered, actions taken and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.
 5. **Summary Assessment.** Provide a summary assessment of the overall Franchised Services from Contractor's perspective relative to financial and physical status of program. The physical status summary is to report: operating efficiency, economy and effectiveness of the program relative to the goals and objectives of this Agreement including particularly the Town's diversion goals; provide recommendations and plans to improve; highlight significant accomplishments and problems.
- C. **AB 939 Reports.** As part of the requirements of this Agreement the Contractor shall prepare and submit all required AB 939 reports to the Town or the Butte County Regional Waste Management Authority for their submission to CalRecycle, including Annual Reports, reports and other required information related to the existing Compliance Order (Tracking No: IWMA BR99-04) and any other State required reports. Reports are to comply with specified formats and are to be submitted according to the specified schedules. It is the intent of the Town for the Contractor to be responsible for all such reporting to the Authority on behalf of the Town, unless otherwise directed by the Town.

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- D. **Resource Recovery Plan.** As part of its Annual Report to the Town described in Section 8.03.B, Contractor shall submit to the Town an annual proposal describing proposed resource recovery programs, their diversion potential and associated detailed costs for programs that Contractor believes can significantly increase diversion. Within sixty days, the Town shall respond to the Plan in writing. If the Parties reach agreement on implementation of additional programs, Contractor shall be obligated to implement those programs on a schedule and for a cost agreed to by the Parties.
 - E. **Quarterly Reports.** The Town reserves the right to require more frequent reporting by the Contractor (e.g., quarterly reports) of information for purposes of documenting progress toward meeting its AB 939 reporting requirements or other purpose deemed necessary by the Town.

1739 **8.04 Adverse Information.**

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- A. **Reporting Adverse Information.** Contractor shall provide the Town two (2) copies (one to the Town Administrator, one to the Town's Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Contractor's performance of services pursuant to this Agreement, submitted by Contractor to, or received by Contractor from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other Federal, State or local agencies, including any Federal or State court. Copies shall be submitted to the Town simultaneously with Contractor's filing or submission of such matters with said agencies. Contractor's routine correspondence to said agencies need not be routinely submitted to the Town, but shall be made available to the Town promptly upon the Town's written request.
 - B. **Failure to Report.** The refusal or failure of Contractor to file any required reports, or to provide required information to the Town, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of the Agreement as described in Section 11.01 and shall subject Contractor to all remedies which are available to the Town under the Agreement or otherwise.

1761 **8.05 Right to Inspect Records.**

1762 The Town shall have the right to inspect or review the payroll tax reports, specific
1763 documents or records required expressly or by inference pursuant to this Agreement,
1764 or any other similar records or reports of Contractor or its Related Party Entities that
1765 the Town shall deem, in its sole discretion, necessary to evaluate annual reports,
1766 compensation applications provided for in this Agreement and Contractor's
1767 performance provided for in this Agreement.
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ARTICLE 9
INDEMNIFICATION, INSURANCE AND BOND

9.01 Indemnification.

- A. General Indemnification.** Contractor shall indemnify, defend and hold harmless, at Contractor’s sole cost and expense, the Town, its officers, employees and agents, from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial or administrative in nature including, but not limit to, injury to and death of any Person and/or damage to property or for contribution or indemnity claimed by third parties (collectively, the “Claims”), arising out of or occasioned in any way by, directly or indirectly, Contractor’s performance of, or its failure to perform, its obligations under the Agreement, but not limited to, Contractor’s failure to comply with applicable laws or the Contractor’s breach of its representation and warranties in this Agreement. The foregoing shall also apply if the Claim is caused by the joint negligence of the Town and Contractor, but only to the extent to Contractor’s negligence. This indemnification will not extend to Claims to the extent they are caused by the sole negligence or intentional misconduct or omission of the Town. This general indemnification provision shall survive the termination of this Agreement.
- B. Hazardous Substance Indemnification.** Contractor shall indemnify, defend with counsel selected by the Town, protect and hold harmless the Town and their officers, directors, employees, volunteers, and agents, and member agencies, their officers, directors, employees, volunteers, and agents, (collectively, indemnitee) from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs, (including without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys’ expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (Collectively, “Damages”) or any kind whatsoever paid, incurred or suffered by, or asserted against, indemnitee arising from or attributable to the acts or omissions of Contractor, its officers, directors, employees, companies or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance, Hazardous Waste, and/or construction and street debris, or other waste Collected under this Agreement. This indemnity afforded indemnitee, shall be limited only to exclude coverage for intentional wrongful acts and active negligence of indemnitee, indemnitee delivery of

1814 material to Contractor which does not conform to the descriptions of Solid Waste
1815 under this Agreement and as provided below. The forgoing indemnity is
1816 intended to operate as an agreement in recognition of §107(e) of the
1817 Comprehensive Environmental Response, Compensation and Liability Act,
1818 CERCLA, 42 USC. §9607(e) and California Health and Safety Code §25364, to
1819 defend, protect, hold harmless, and indemnify the Town from liability. This
1820 provision is in addition to all other provisions in this Agreement and is intended
1821 to survive the end of the Term of this Agreement. Nothing in this paragraph shall
1822 prevent Contractor from seeking indemnification or contribution from Persons or
1823 entities other than indemnitee, for any liabilities incurred by Contractor, or the
1824 indemnitee. As appropriate, Contractor's parent company should provide the
1825 guarantees necessary to meet this provision.
1826

1827 Should the Town contract for or direct the Disposal of Solid Waste to a Transfer
1828 Station or landfill not owned or solely operated by Contractor or an Affiliate, then in
1829 that event, Contractor's Hazardous Substances indemnification and other indemnitee
1830 shall not apply to claims, damages, legal proceedings or other liabilities arising from
1831 or relating to such non-Contractor owned or operated Transfer Station or Disposal
1832 Facility.

1833 **9.02 AB 939 Indemnification.**

1834 In addition to all other relief provided to the Town under this Agreement, Contractor
1835 agrees to indemnify and hold harmless the Town, their officers, directors, Councils,
1836 employees, and agents from and against all fines and/or penalties imposed by
1837 CalRecycle in the event the source reduction and Recycling goals or any other
1838 requirement of the Act are not met by the Town with respect to the waste stream
1839 Collected under this Agreement and such failure is due to the failure of Contractor to
1840 meet its obligations under this Agreement and/or for delays in providing
1841 information that prevents the Town from submitting reports required by AB 939 in a
1842 timely manner.
1843

1844 **9.03 Insurance.**

1845
1846 **A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:
1847

- 1848 **1.** The most recent editions of Insurance Services Office form number GL
1849 0002 covering Comprehensive or Commercial General Liability and
1850 Insurance Services Office form number GL 0404 covering Broad Form
1851 Comprehensive or Commercial General Liability; or Insurance Services
1852 Office Commercial General Liability coverage ("occurrence" form CG
1853 0001).

- 1854 2. The most recent editions of Insurance Services Office form number CA
1855 0001 covering Automobile Liability, code 1 "any auto" and endorsement
1856 CA 0025.
- 1857 3. Workers' Compensation insurance as required by the Labor Code of the
1858 State of California and Employers Liability insurance.
- 1859
1860 **B. Minimum Limits of Insurance.** Contractor shall maintain limits no less than:
1861
- 1862 1. Comprehensive General Liability: Five Million Dollars (\$5,000,000)
1863 combined single limit per occurrence for bodily injury, Personal injury and
1864 property damage.
- 1865 2. Automobile Liability: Five Million Dollars (\$5,000,000) combined single
1866 limit per accident for bodily injury and property damage.
- 1867 3. Workers' Compensation and Employers Liability: Workers' compensation
1868 limits as required by the Labor Code of the State of California and
1869 Employers Liability limits of \$1,000,000 per accident.
- 1870
1871 **C. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured
1872 retentions are the responsibility of Contractor and shall be declared to the Town.
1873 At the option of the Town, either: the insurer shall reduce or eliminate such
1874 deductibles or self-insured retentions as respects the Town, its officials and
1875 employees, directors, agents and volunteers; or Contractor shall procure a bond
1876 guaranteeing payment of losses and related investigations, claim administration
1877 and defense expenses.
- 1878
1879 **D. Other Insurance Provisions.** The policies are to contain, or be endorsed to
1880 contain, the following provisions:
- 1881 1. General Liability and Automobile Liability Coverage
- 1882 a. The Town, their officials, employees, directors, agents and
1883 volunteers are to be covered as additional insured as respects:
1884 liability arising out of activities performed by or on behalf of
1885 Contractor; products and completed operations of Contractor;
1886 Premises owned, leased or used by Contractor; or automobiles
1887 owned, leased, hired or borrowed by Contractor. The coverage
1888 shall contain no special limitations on the scope of protection
1889 afforded to the Town, its officials, employees or volunteers.
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- b. Contractor's insurance coverage shall be primary insurance as respects the Town, its officials, directors, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees, directors, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, directors, agents or volunteers.
 - d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Town, its officials, employees, directors, agents and volunteers for losses arising from work performed by Contractor for the Town.

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

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E. Acceptability of Insurers. The insurance policies required by this Section shall be issued by an insurance company or companies admitted or approved non-admitted to do business in the State of California subject to the Authority of the California Insurance Commissioner and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.

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F. Verification of Coverage. Contractor shall furnish the Town with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy shall be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to the Town and 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, at any time.

1931
1932

G. Subcontractor. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each

1933 subcontractor. All coverages for subcontractors shall be subject to all of the
1934 requirements stated herein.

1935
1936 **H. Required Endorsements.**
1937

1938 **1.** The Workers' Compensation policy shall contain an endorsement in
1939 substantially the following form:

1940
1941 "Thirty (30) days prior written notice shall be given to the Town in the event of
1942 cancellation, reduction in coverage, or non-renewal of this policy. Such notice
1943 shall be sent to:

1944 Town of Paradise
1945 Town Hall
1946 5555 Skyway
1947 Paradise, CA 95969
1948 Attn: Town Manager
1949

1950 **2.** The Public Liability policy shall contain endorsements in substantially the
1951 following form:

1952
1953 **a.** "Thirty (30) days prior written notice shall be given to the Town in
1954 the event of cancellation, reduction in coverage, or non-renewal of
1955 this policy. Such notice shall be sent to:

1956 Town of Paradise
1957 Town Hall
1958 5555 Skyway
1959 Paradise, CA 95969
1960 Attn: Town Manager
1961

1962
1963 **b.** "The Town, its officers, employees, directors, agents and volunteers
1964 are additional insured on this policy."

1965
1966 **c.** "This policy shall be considered primary insurance as respects any
1967 other valid and collectible insurance maintained by the Town,
1968 including any self-insured retention or program of self-insurance,
1969 and any other such insurance shall be considered excess insurance
1970 only."

1971
1972 **d.** "Inclusion of the Town as an insured shall not affect the Town's
1973 rights as respects any claim, demand, suit or judgment brought or
1974 recovered against Contractor. This policy shall protect the

1975 Contractor and the Town in the same manner as though a separate
1976 policy had been issued to each, but this shall not operate to increase
1977 Contractor's liability as set forth in the policy beyond the amount
1978 shown or to which Contractor would have been liable if only one
1979 party had been named as an insured."

1980
1981 **I. Delivery of Proof of Coverage.** On or before the Effective Date, Contractor
1982 shall furnish the Town with certificates of each policy of insurance required
1983 hereunder. Such certificates shall show the type and amount of coverage,
1984 effective dates, and dates of expiration of policies and shall note all required
1985 endorsements. The certificates for each policy are to be signed by a Person
1986 authorized at the insurer to bind coverage on its behalf. If at any time the Towns
1987 so requests, complete certified copies of each policy, together with all
1988 endorsements, shall also be promptly delivered to the Town. Contractor shall
1989 periodically furnish renewal certificates to the Town to demonstrate maintenance
1990 of the required coverage throughout the Term.

1991 **J. Other Insurance Requirements.**
1992
1993

1994 **1.** In the event any services are delegated to a subcontractor, Contractor shall
1995 require such subcontractor to provide statutory workers' compensation
1996 insurance and employer's liability insurance for all of the subcontractor's
1997 employees engaged in the work. The liability insurance required by this
1998 Section 9.03.J.1 shall cover all subcontractors or the subcontractor must
1999 furnish evidence of insurance provided it meets all of the requirements of
2000 this Section 9.03.J.1.

2001 **2.** Contractor shall comply with all requirements of the insurer's policies. The
2002 carrying of insurance shall not relieve Contractor from any obligation
2003 under this Agreement. If any claim is made by any third party against
2004 Contractor or a subcontractor on account of any occurrence related to this
2005 Agreement, Contractor shall promptly report the facts in writing to the
2006 insurance carrier and to the Town.

2007 **3.** If Contractor fails to procure and maintain any insurance by this
2008 Agreement, the Town may take out and maintain, at Contractor's expense,
2009 such insurance as the Town may reasonably deem proper in accordance
2010 with the limits set forth herein and Contractor shall reimburse the Town
2011 for the cost of such insurance within thirty days of being invoiced by the
2012 Town for such costs.
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4. The Comprehensive General Liability insurance required by the Section shall be written on an occurrence (not accident) rather than a “claims made” basis, if such coverage is obtainable. If its is not obtainable, Contractor shall notify the Town and arrange for “tail coverage” to protect the Town from claims filed during the three years immediately following the expiration or termination of this Agreement relating to incidents which occurred prior to such expiration or termination.

2022 **9.04 Letter of Credit.**

2023 Simultaneously with the execution of this Agreement, Contractor shall file with the
2024 Town an irrevocable letter of credit in a form approved by the Town Attorney
2025 securing Contractor’s performance of its obligations under this Agreement and shall
2026 maintain such letter of credit on an annual basis and shall be annually renewed
2027 thereafter throughout the Term of this Agreement. The Town shall have the right to
2028 make draws from the letter of credit if Contractor breaches this Agreement. The
2029 principal sum of the letter of credit shall be \$100,000.00.

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**ARTICLE 10
TOWN'S RIGHT TO PERFORM SERVICE**

10.01 General.

In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to Collect or transport any or all Solid Waste, Recyclable Materials, and Yard Waste which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, Solid Waste, Recyclable Materials, and Yard Waste should accumulate in the Service Area to such an extent, in such a manner, or for such a time that the Town should find that such accumulation endangers or menaces the public health, safety or welfare, then the Town shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Contractor during the period of such emergency as determined by the Town, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor; and/or (2) to take temporary possession of any or all of Contractor's land, equipment and other property used or useful in the Collection and transportation of Solid Waste, Recyclable Materials, and Yard Waste, and to use such property to Collect and transport any Solid Waste, Recyclable Materials, and Yard Waste generated within the Service Area which Contractor would otherwise be obligated to Collect and transport pursuant to this Agreement.

If Solid Waste, Recyclable Materials, and Yard Waste accumulates in the Service Area to such an extent, in such a manner or for such a time that the Town finds that such accumulation represents an immediate danger or menace to the public health safety or welfare, the Town shall not be required to provide the twenty-four (24) hour prior written notice set forth above in order to take the above actions.

Notice of Contractor's failure, refusal or neglect to Collect and transport Solid Waste, Recyclable Materials, and Yard Waste may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within twenty-four (24) hours of the oral notification.

Contractor further agrees that in such event:

- A. It will take direction from the Town to affect the transfer of possession of equipment and property to the Town for its use.
- B. It will, if the Town so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

2077 C. The Town may immediately engage all or any personnel necessary or useful
2078 for the Collection and transportation of Solid Waste, Recyclable Materials, and
2079 Yard Waste, including, if the Town so desires, employees previously or then
2080 employed by Contractor. Contractor further agrees, if the Town so requests, to
2081 furnish the Town the services of any or all management or office personnel
2082 employed by Contractor whose services are necessary or useful for Solid Waste,
2083 Recyclable Materials, and Yard Waste Collection, transportation, processing and
2084 disposal operations and for the billing and Collection of fees for these services.
2085

2086 The Town agrees that it assumes complete responsibility for the proper and
2087 normal use of such equipment and facilities while in its possession.
2088

2089 If the interruption or discontinuance in service is caused by any of the reasons
2090 listed in Section 11.04, the Town shall pay to Contractor the reasonable rental
2091 value of the equipment and facilities, possession of which is taken by the Town,
2092 for the period of the Town's possession, if any, which extends beyond the period
2093 of time for which Contractor has rendered bills in advance of service, for the class
2094 of service involved.
2095

2096 Except as otherwise expressly provided in the previous paragraph, the Town's
2097 exercise of its rights under this Article 10 (1) does not constitute a taking of
2098 private property for which compensation must be paid; (2) will not create any
2099 liability on the part of the Town to Contractor; and (3) does not exempt
2100 Contractor from any of the indemnity or insurance provisions of this Agreement,
2101 which are meant to extend to circumstances arising under this Section, provided
2102 that Contractor is not required to indemnify the Town against claims and
2103 damages arising from the negligence or willful misconduct of the Town, its
2104 elective and appointive boards, commissions, officers, employees and agents in
2105 the operation of Collection vehicles during the time the Town has taken
2106 possession of such vehicles.
2107

2108 **10.02 Temporary Possession of Contractor's Property.**

2109 If the Town suffers an interruption or discontinuance of service (including
2110 interruptions and discontinuance due to events described in Section 11.04), the Town
2111 may take possession of and use all of Contractor's property described above until
2112 other suitable arrangements can be made for the provision of the Franchised
2113 Services.
2114

2115 **10.03 Billing and Compensation to the Town during Town's Possession.**

2116 During such time that the Town is providing Solid Waste services, as above
2117 provided, Contractor shall bill and Collect payment from all users of the above-
2118 mentioned services as described in Section 5.02. Contractor further agrees that, in
2119 such event, it shall reimburse the Town for any and all costs and expenses incurred
2120 by the Town beyond that billed and received by Contractor in taking over possession

2121 of the above-mentioned equipment and property for Franchised Services in such
2122 manner and to an extent as would otherwise be required of Contractor under the
2123 Terms of this Agreement. Such reimbursement shall be made from time to time after
2124 submission by the Town to Contractor of each statement listing such costs and
2125 expenses, but in no event later than five (5) working days from and after each such
2126 submission.
2127

2128 **10.04 Town's Right to Relinquish Possession.**

2129 It is further mutually agreed that the Town may at any time at their discretion
2130 relinquish possession of any or all of the above-mentioned property to Contractor
2131 and thereupon demand that Contractor resume the Franchised Services as provided
2132 in this Agreement, whereupon Contractor shall be bound to resume the same.
2133

2134 **10.05 Duration of Town's Possession.**

2135 Town's right pursuant to this Article to retain temporary possession of Contractor's
2136 facilities and equipment, and to render Collection services, shall terminate when the
2137 event which caused the taking possession under Section 10.01 is cured and the
2138 performance bond is fully restored. In any case, the Town has no obligation to
2139 maintain possession of Contractor's property or equipment and/or continue its use
2140 for any period of time and may at any time, in its sole discretion, relinquish
2141 possession to Contractor.
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ARTICLE 11
DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

11.01 Events of Default.

All provisions of the Agreement and this Agreement to be performed by Contractor are considered material. Each of the following shall constitute an event of default.

- A. Fraud or Deceit.** If Contractor practices, or attempts to practice, any fraud or deceit upon the Town.
- B. Insolvency or Bankruptcy.** If Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
- C. Failure to Maintain Coverage.** If Contractor fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.
- D. Violations of Regulation.** If Contractor violates any orders or filings of any regulatory body having authority over Contractor relative to this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred.
- E. Failure to Perform.** If Contractor ceases to provide Collection, processing, or Recycling services as required under this Agreement for a period of two (2) consecutive days or more, for any reason within the control of Contractor, including labor disputes.
- F. Failure to Pay.** If Contractor fails to make any payments required under this Agreement and/or refuses to provide the Town with required information, reports, and/or records in a timely manner as provided for in the Agreement.
- G. Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, the Act of 1989, as it may be amended from time to time, or any law, statute, ordinance, order, directive, rule, or regulation issued there under and which is not corrected or remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- H. False or Misleading Statements.** Any representation or disclosure made to the Town by Contractor in connection with or as an inducement to entering into

2189 this Agreement, or any future amendment to this Agreement, which proves to be
2190 false or misleading in any material respect as of the time such representation or
2191 disclosure is made, whether or not any such representation or disclosure appears
2192 as part of this Agreement.

2193
2194 **I. Attachment.** There is a seizure of, attachment of, or levy on, the operating
2195 equipment of Contractor, including without limits its equipment,
2196 maintenance or office facilities, or any part thereof.

2197
2198 **J. Suspension or Termination of Service.** There is any termination or
2199 suspension of the transaction of business by Contractor related to this Agreement,
2200 including without limit, due to labor unrest including strike, work stoppage or
2201 slowdown, sick-out, picketing, or other concerted job action lasting more than
2202 two (2) consecutive days.

2203
2204 **K. Failure to Provide Assurance of Performance.** It Contractor fails to provide
2205 reasonable assurances of performance as required under Section 11.06.

2206
2207 Contractor shall be given ten (10) business days from written notification by the
2208 Town to cure any default arising under subsections C, E, F, I, J and K provided,
2209 however, that the Town shall not be obligated to provide Contractor with a notice
2210 and cure opportunity if the Contractor has committed the same or similar breach
2211 within a twenty-four (24) month period.

2212
2213 **11.02 Right to Terminate Upon Default.**

2214 In the event that Contractor should default and subject to the right of the Contractor
2215 to cure, in the performance of any provisions of this contract, and the default is not
2216 cured for any default arising under Section 11.01 C, E, F, I, J or K, within ten (10)
2217 days' notice if the public health or safety is threatened, or otherwise thirty (30) days
2218 after receipt of written notice of default from the Town, then the Town may, at its
2219 option, terminate this Agreement and/or hold a hearing at its next Town Council
2220 meeting to determine whether this contract should be terminated. In the event the
2221 Town decides to terminate this contract, the Town shall serve twenty (20) days'
2222 written notice of its intention to terminate upon Contractor. In the event the Town
2223 exercises its right to terminate this contract, the Town may, at its option, upon such
2224 termination, either directly undertake performance of the services or arrange with
2225 other Persons to perform the services with or without a written agreement. This
2226 right of termination is in addition to any other rights of the Town upon a failure of
2227 Contractor to perform its obligations under this Agreement.

2228
2229 The Town's rights to terminate this Agreement and to take possession of Contractor's
2230 Facility are not exclusive, and the Town's termination of this Agreement shall not
2231 constitute an election of remedies. Instead, they shall be in addition to any and all
2232 other legal and equitable rights and remedies which the Town may have. By virtue
2233 of the nature of this Agreement, the urgency of timely continuous and high-quality

2234 service, the time required to effect alternative service, and the rights granted by the
2235 Town to Contractor, the remedy of damages for a breach hereof by Contractor may
2236 be inadequate and the Town may seek injunctive relief.
2237

2238 **11.03 Liquidated Damages.**

2239
2240 **A. General.** The Town finds, and Contractor agrees, that as of the time of the
2241 execution of this Agreement, it is impractical, if not impossible, to reasonably
2242 ascertain the extent of damages which shall be incurred by the Town as a result of
2243 a breach by Contractor of its obligations under this Agreement. The factors
2244 relating to the impracticability of ascertaining damages include, but are not
2245 limited to, the fact that: (i) substantial damage results to members of the public
2246 who are denied services or denied quality or reliable service; (ii) such breaches
2247 cause inconvenience, anxiety, frustration, and deprivation of the benefits of the
2248 Agreement to individual members of the general public for whose benefit this
2249 Agreement exists, in subjective ways and in varying degrees of intensity which
2250 are incapable of measurement in precise monetary terms; (iii) that Franchised
2251 Services might be available at substantially lower costs than alternative services
2252 and the monetary loss resulting from denial of services or denial of quality or
2253 reliable services is impossible to calculate in precise monetary terms; and (iv) the
2254 termination of this Agreement for such breaches, and other remedies are, at best,
2255 a means of future correction and not remedies which make the public whole for
2256 past breaches.
2257

2258 **B. Service Performance Standards; Liquidated Damages for Failure to Meet**
2259 **Standards.** The parties further acknowledge that consistent, reliable Solid Waste,
2260 Recyclable Materials, and Yard Waste Collection is of utmost importance to the
2261 Town and that the Town has considered and relied on Contractor's
2262 representations as to its quality of service commitment in awarding the
2263 Agreement to it. The parties further recognize that some quantified standards of
2264 performance are necessary and appropriate to ensure consistent and reliable
2265 service and performance. The parties further recognize that if Contractor fails to
2266 achieve the performance standards, or fails to submit required documents in a
2267 timely manner, the Service Area and its residents will suffer damages and that it
2268 is and will be impractical and extremely difficult to ascertain and determine the
2269 exact amount of damages which the Town will suffer. Therefore, without
2270 prejudice to the Town's right to treat such non-performance as an event of default
2271 under this Article 11, the parties agree that the following liquidated damage
2272 amounts represent a reasonable estimate of the amount of such damages
2273 considering all of the circumstances existing on the date of this Agreement,
2274 including the relationship of the sums to the range of harm to the Town that
2275 reasonably could be anticipated and the anticipation that proof of actual damages
2276 would be costly or impractical. In placing their initials at the places provided,
2277 each party specifically confirms the accuracy of the statements made above and
2278 the fact that each party has had ample opportunity to consult with legal counsel

2279 and obtain an explanation of the liquidated damage provisions at the time that
2280 the Agreement was made.

2281 Contractor _____ Town _____
2282 Initial Here _____ Initial Here _____

2283
2284 Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts
2285 set forth below:
2286

2287 **1. Collection Reliability.**

- 2288 a. For each failure to commence service to a new service recipient
2289 account within seven (7) days after order, which exceed five (5) such
2290 failures annually: \$150.00
- 2291 b. For each failure to Collect Solid Waste, Recyclable Materials, and
2292 Yard Waste, which has been properly set out for Collection, from an
2293 established service recipient account on the scheduled Collection
2294 day and not Collected within the period described in this
2295 Agreement which exceeds forty-five (45) such failures quarterly:
2296 \$150.00
- 2297 c. For each failure to Collect Solid Waste, Recyclable Materials, and
2298 Yard Waste, which has been properly set out for Collection, from
2299 the same service recipient on two (2) consecutive scheduled pickup
2300 days: \$150.00
- 2301 d. For each failure to perform and submit billing reviews: \$250.00
2302

2303 **2. Collection Quality.**

- 2304 a. For each occurrence of damage to private property which exceeds
2305 seven (7) such occurrences annually: \$250.00
- 2306 b. For each occurrence of failure to properly return empty Containers
2307 to avoid pedestrian or vehicular traffic impediments or to place cans
2308 upright with lids secured (in areas where service recipients own
2309 their containers, if applicable) which exceeds ten (10) such
2310 occurrences annually: \$150.00
- 2311 c. For each occurrence of excessive noise or discourteous behavior:
2312 \$250.00
- 2313 d. For each failure to clean up Solid Waste, Recyclable Materials, and
2314 Yard Waste spilled by Contractor from Containers which exceeds
2315 fifteen (15) such failures annually: \$150.00
- 2316 e. For each occurrence of Collecting Solid Waste, Recyclable Materials
2317 and Yard Waste during unauthorized hours which exceeds ten (10)
2318 such occurrences annually: \$250.00
2319

2320 **3. Service Recipient Responsiveness.**

- 2321 a. For each failure to initially respond to a service recipient Complaint
2322 within one (1) business day: \$100.00
2323 b. For each failure to process service recipient Complaints to the Town
2324 as required by Article 5: \$500.00
2325

2326 **4. Timeliness of Submissions to Town/State Agencies.** Reports shall be
2327 considered late, after the seventh late day, until such time as a correct and
2328 complete report is received by the Town. For each calendar day a report is
2329 late, the daily liquidated damage amount shall be:

- 2330 a. Annual reports to the Town: \$100 per day
2331
2332 b. Required reports to State agencies per Section 8.03.C of this
2333 Agreement: \$100 per day
2334

2335 Liquidated damages will only be assessed after Contractor has been given the
2336 opportunity but failed to rectify, in a timely manner, the breach as described in this
2337 Agreement. The Town may determine the occurrence of events giving rise to
2338 liquidated damages through the observation of its own employees or representative
2339 or investigation of service recipient Complaints.
2340

2341 Prior to assessing liquidated damages, the Town shall give Contractor notice of its
2342 intention to do so. The notice will include a brief description of the incident(s)/non-
2343 performance. Contractor may review (and make copies at its own expense) all
2344 information in the possession of the Town relating to incident(s)/non-performance.
2345 Contractor may, within ten (10) days after receiving the notice, request a meeting
2346 with the Town. Contractor may present evidence in writing and through testimony
2347 of its employees and others relevant to the incident(s)/non-performance. The Town
2348 will provide Contractor with a written explanation of his or her determination on
2349 each incident(s)/non-performance prior to authorizing the assessment of liquidated
2350 damages. The decision of the Town shall be final.
2351

2352 **C. Amount.** The Town may assess liquidated damages for each calendar day or
2353 event, as appropriate, that Contractor is determined to be liable in accordance
2354 with this Agreement.
2355

2356 **D. Timing of Payment.** Contractor shall pay any liquidated damages assessed
2357 by the Town within ten (10) days after they are assessed. If they are not paid
2358 within the ten (10) day period, the Town may proceed against the performance
2359 bond required by the Agreement or order the termination of the Agreement
2360 granted by this Agreement, or both.
2361

2362 **11.04 Excuse from Performance.**

2363 The parties shall be excused from performing their respective obligations hereunder
2364 in the event they are prevented from so performing by reason of floods, earthquakes,
2365 other natural disasters, war, civil insurrection, terrorist attacks, riots, acts of any
2366 government (including judicial action), and other similar catastrophic events which
2367 are beyond the control of and not the fault of the party claiming excuse from
2368 performance hereunder. Labor unrest, including, but not limited to, strike, work
2369 stoppage or slowdown, sick-out, picketing, or other concerted job action conducted
2370 by Contractor's employees or directed at Contractor is not an excuse from
2371 performance and Contractor shall be obligated to continue to provide service
2372 notwithstanding the occurrence of any or all of such events.

2373
2374 The party claiming excuse from performance shall, within two (2) days after such
2375 party has notice of such cause, give the other party notice of the facts constituting
2376 such cause and asserting its claim to excuse under this Section 11.04.
2377

2378 The interruption or discontinuance of Contractor's services caused by one or more of
2379 the events excused shall not constitute a default by Contractor under this Agreement.
2380 Notwithstanding the foregoing, however, if Contractor is excused from performing
2381 its obligations to Collect; transfer, transport, process and Dispose of Solid Waste
2382 hereunder for any of the causes listed in this Section for a period of ten (10) days or
2383 more, the Town shall nevertheless have the right, in its sole discretion, to terminate
2384 this Agreement by giving ten (10) days' notice, in which case the provisions relative
2385 to taking possession of Contractor's land, equipment and other property and
2386 engaging Contractor's personnel in Article 10 and this Article 11 will apply.
2387

2388 **11.05 Notice, Hearing and Appeal of Town/ Breach.**

2389 Should Contractor contend that the Town is in breach of this Agreement, it shall file
2390 with the Town Administrator a written request with the Town's Solid Waste
2391 Committee for an administrative hearing. Said request shall be made within ninety
2392 (90) days of the event or incident which allegedly gave rise to the breach. The Town
2393 Administrator shall notify Contractor of the time and date said hearing shall be held
2394 within thirty (30) days of receipt of Contractor's request. Contractor shall present its
2395 position and all relevant facts first and then the Town Administrator shall make his
2396 or her presentation. Contractor shall be notified of the Town's Solid Waste
2397 Committee's ruling in writing within fourteen (14) days of the administrative
2398 hearing.
2399

2400 If Contractor is not in agreement with the ruling issued by the Committee at the
2401 administrative hearing, it shall have the right to appeal this ruling to Town Council.
2402 This appeal shall be made in writing to the Town Administrator no later than
2403 fourteen (14) days after receipt of the administrative hearing ruling. The Town
2404 Administrator shall notify Contractor of the time and date the Town Council will
2405 review Contractor's allegation. Contractor shall present its position and all relevant
2406 facts. Contractor shall be notified in writing within thirty (30) days of the Town

2407 Council's ruling. The Town Council's ruling shall be final, and Contractor shall have
2408 no further rights of administrative appeal.
2409

2410 **11.06 Assurance of Performance.**

2411 Each party may, at its option and in addition to all other remedies it may have,
2412 demand from the other Party reasonable assurances of timely and proper
2413 performance of this Agreement, in such form and substance as the Party may require.
2414 If the other Party fails or refuses to provide satisfactory assurances of timely and
2415 proper performance in the form and by the date required by the Party, such failure or
2416 refusal shall be an event of default.
2417

2418 **11.07 Damage to Property.**

2419 Contractor shall endeavor to resolve all claims as soon as reasonably practicable
2420 following receipt thereof, made by Owners or occupants of property served by
2421 Contractor, for damages to property including, but not limited to, Containers. In the
2422 event such damage shall have been caused by the negligence or intentional acts of
2423 Contractor, its officers, agents, or employees, Contractor shall promptly repair or
2424 replace such damaged property. The provisions of this Section 11.07 shall not be
2425 deemed a limitation upon any other provisions of this Agreement, or any rights or
2426 remedies which may accrue to the Town by reason of Contractor's acts or omissions
2427 to act hereunder.
2428

2429 **11.08 Town Remedies Cumulative; Specific Performance.**

2430 The Town's rights to suspend or terminate this Agreement or to perform under
2431 Article 10 are not mutually exclusive, and the Town's exercise of one such right shall
2432 not constitute a selection of remedies. Instead, they shall be in addition to any and
2433 all other legal and equitable rights and remedies which the Town may have.
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**ARTICLE 12
OTHER AGREEMENTS OF THE PARTIES**

12.01 Relationship of Parties.

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by the Town and neither as an officer or employee of the Town nor as a partner of or joint venture with the Town. No employee or agent or Contractor shall be or shall be deemed to be an employee or agent of the Town. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the services performed under this Agreement, and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither Contractor nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to the Town's employees by virtue of their employment with the Town.

12.02 Compliance with Law.

In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws (including but not limited to the "Environmental Laws") of the United States, the State of California, the County of Butte, the Service Area and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the Term, collectively, the "Laws"). In the event of any conflict between this Agreement and Laws, the requirements of the Laws shall govern, and Contractor shall not be in breach of this Agreement if Contractor complies with the Laws in contravention of this Agreement, provided that nothing in this Section 12.02 is intended to limit or enlarge Contractor's obligations or diminish its right to satisfy its obligation to provide Solid Waste, Recyclable Materials, Yard Waste Collection, Processing, and/or Disposal.

12.03 Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.04 Jurisdiction.

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and will be performed in Butte County, California.

2478 **12.05 Assignment by Contractor.**

2479
2480 **A. General.** Contractor acknowledges that this Agreement involves rendering a
2481 vital service to the Town’s residents and businesses, and that the Town has
2482 selected Contractor to perform the services specified herein based on (1)
2483 Contractor’s experience, skill and reputation for conducting its operations in a
2484 safe, effective and responsible fashion, at all times in keeping with applicable
2485 Environmental Laws, regulations, and best management practices, and (2)
2486 Contractor’s obligations to the Town under this Agreement. The Town has relied
2487 on each of these factors, among others, in choosing Contractor to perform the
2488 services to be rendered by Contractor under this Agreement.

2489
2490 **B. Assignments.** Contractor shall not assign its rights nor delegate or otherwise
2491 transfer its obligations under this Agreement to any other Person.

2492
2493 If Contractor requests the Town’s consideration of and consent to an assignment,
2494 the Town may deny or approve such request using its sole discretion. No request
2495 by Contractor for consent to any assignment need be considered by the Town
2496 unless and until Contractor has met the following requirements:

- 2497
- 2498 **1.** Contractor shall undertake to pay the Town its reasonable expenses for
2499 attorney’s fees and investigation costs necessary to investigate the
2500 suitability of any proposed assignee, and to review and finalize any
2501 documentation required as a condition for approving any such
2502 assignment;
 - 2503 **2.** Contractor shall furnish the Town with audited financial statements of the
2504 proposed assignee’s operations for the immediately preceding three (3)
2505 operating years;
 - 2506 **3.** Contractor shall furnish the Town with satisfactory proof: (i) that the
2507 proposed assignee has at least ten (10) years of Solid Waste, Recyclable
2508 Materials, and Yard Waste management experience on a scale equal to or
2509 exceeding the scale of operations conducted by Contractor under this
2510 Agreement; (ii) that in the last five (5) years, the proposed assignee has not
2511 suffered any significant citations or other censure from any Federal, State
2512 or local agencies having jurisdiction over its Solid Waste, Recyclable
2513 Materials, and Yard Waste management operations due to any significant
2514 failure to comply with State, Federal or local Environmental Laws and that
2515 the assignee has provided the Town with a complete list of such citations
2516 and censures; (iii) that the proposed assignee has at all times conducted its

2517 operations in an environmentally safe and conscientious fashion; (iv) that
2518 the proposed assignee conducts its Solid Waste, Recyclable Materials, and
2519 Yard Waste management practices in accordance with sound Solid Waste,
2520 Recyclable Materials, and Yard Waste management practices in full
2521 compliance with all Federal, State and local laws regulating the Franchised
2522 Services including Hazardous Substances; (v) that the proposed assignee
2523 can meet the guaranty and performance bond requirements met by
2524 Contractor; and , (vi) of any other information required by the Town to
2525 ensure the proposed assignee can fulfill the terms of this Agreement in a
2526 timely, safe and effective manner.

2527
2528 Under no circumstances shall the Town be obligated to consider any proposed
2529 assignment by Contractor.
2530

2531 **C. Assignment Defined.** For the purpose of this Section 12.05.C, when used in
2532 reference to Contractor, "assignment" shall include, but not be limited to (1) a
2533 sale, exchange or other transfer of substantially all of Contractor's assets
2534 dedicated to service under this Agreement to a third party; (ii) a sale, exchange or
2535 other transfer of outstanding common stock of Contractor to a third party
2536 regardless of whether said sale, exchange or transfer may result in a change of
2537 control of Contractor; (iii) any dissolution, organization, consolidation, merger,
2538 re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement,
2539 escrow arrangement, liquidation or other transaction to which results in a change
2540 of Ownership or control of Contractor; (iv) any assignment by operation of law,
2541 including insolvency or bankruptcy, making assignment for the benefit of
2542 creditors, writ of attachment for an execution being levied against this
2543 Agreement, appointment of a receiver taking possession of Contractor's property,
2544 or transfer occurring in the event of a probate proceeding; and (v) any
2545 combination of the foregoing (whether or not in related or contemporaneous
2546 transactions) which has the effect of any such transfer or change of Ownership, or
2547 change of control of Contractor.
2548

2549 **12.06 Binding on Assigns.**

2550 The provisions of this Agreement shall inure to the benefit to and be binding on the
2551 permitted assigns of the parties.
2552

2553 **12.07 Affiliated Companies.**

2554 Contractor shall maintain accounting records and financial statements on a basis
2555 showing the results of Contractor's operations under this Agreement separately from
2556 operations in other locations, as if Contractor were an independent entity providing
2557 service only to the Town. For purposes of this Agreement, the costs and revenues
2558 associated with providing service to the Town shall not be combined, consolidated or

2559 in any other way incorporated with those of other operations conducted by
2560 Contractor in other locations, or with those of an Affiliate.

2561
2562 If Contractor enters into any financial transactions with a Related Party Entity or
2563 Affiliate for the provision of labor, equipment, supplies, services, capital, etc., related
2564 to the furnishing of service under this Agreement, that relationship shall be disclosed
2565 to the Town, and in the financial reports submitted to the Town. In such event, the
2566 Town's rights to inspect records, and obtain financial data shall extend to such
2567 Related Party Entity or entities.
2568

2569 **12.08 Subcontracting.**

2570 Except for street sweeping activities, Contractor shall not engage any subcontractors
2571 for Collection, Processing or Disposal of Solid Waste, Recyclable Materials, and Yard
2572 Waste without the prior written consent of the Town.
2573

2574 **12.09 Transition to Next Contractor.**

2575 If the transition of services to another Contractor occurs through expiration of term,
2576 subsequent Contractor(s) to assist in an orderly transition which will include
2577 Contractor providing route lists and billing information. Contractor will not be
2578 obliged to sell Collection vehicles, bins and Containers to the next Contractor.
2579 Depending on Contractor's circumstances at the point of transition, Contractor at its
2580 option may enter into negotiations with the next Contractor to sell (in part or all)
2581 Collection vehicles, bins and Containers.
2582

2583 **12.10 Parties in Interest.**

2584 Nothing in this Agreement, whether express or implied, is intended to confer any
2585 rights on any Persons other than the parties to it and their representatives, successors
2586 and permitted assigns.
2587

2588 **12.11 Waiver.**

2589 The waiver by either party of any breach or violation of any provisions of this
2590 Agreement shall not be deemed to be a waiver of any breach or violation of any other
2591 provision nor of any subsequent breach or violation of the same or any other
2592 provision. The subsequent acceptance by either party of any monies which become
2593 due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent
2594 breach or violation by the other party of any provision of this Agreement.
2595

2596 **12.12 Contractor's Investigation.**

2597 Contractor has made an independent investigation (satisfactory to it) of the
2598 conditions and circumstances surrounding the Agreement and the work to be
2599 performed by it.
2600

2601 **12.13 Notice.**

2602 All notices, demands, requests, proposals, approvals, consents and other
2603 communications which this Agreement requires, authorizes or contemplates shall be
2604 in writing and shall either be personally delivered to a representative of the parties at
2605 the address below or be deposited in the United States mail, first class postage
2606 prepaid, addressed as follows:

2607
2608 If to the Town:

2609 Town of Paradise
2610 Town Hall
2611 5555 Skyway
2612 Paradise, CA 95969
2613 Attn: Town Manager
2614

2615
2616 If to the Contractor: _

2617 Northern Recycling & Waste Services
2618 P.O Box 2529
2619 Paradise, CA 95967
2620 Attn: General Manager
2621
2622

2623 The address to which communications may be delivered may be changed from time
2624 to time by a notice given in accordance with this Section 12.13.

2625
2626 Notice shall be deemed given on the day it is personally delivered or, if mailed, three
2627 days from the date it is deposited in the mail.
2628

2629 **12.14 Representatives of the Parties.**

2630
2631 **A. Representatives of the Town.** References in this Agreement to the "Town"
2632 shall mean the Town Administrator and all actions to be taken by the Town shall
2633 be taken by the Town Administrator who may delegate his/her authority in
2634 writing to another Town employee, Contractor may rely upon actions taken by
2635 such delegates if they are within the scope of the Town and properly delegated to
2636 him/her.
2637

2638 **B. Contractor Representatives.** Contractor shall, by the Effective Date, designate
2639 in writing a responsible officer who shall serve as the representative of Contractor
2640 in all matters related to the Agreement and shall inform The Town Administrator
2641 in writing of such designation and of any limitations upon his or her authority to
2642 bind Contractor. The Town Administrator may rely upon action taken by such
2643 designated representative as actions of Contractor if they are within the scope of
2644 the Contractor and properly delegated to him/her by Contractor.
2645

2646 **12.15 Town Free to Negotiate with Third Parties.**

2647 The Town may investigate all options for the Collection and processing of Solid
2648 Waste after the expiration of the Term. Without limiting the generality of the
2649 foregoing, the Town may solicit proposals from Contractor and from third parties for
2650 the provision of services, and any combination thereof, and may negotiate and
2651 execute agreements for such services which will take effect upon the expiration or
2652 earlier termination under Section 11.01 of this Agreement.
2653

2654 **12.16 Compliance with the Town's Codes.**

2655 Contractor shall comply with those provisions of the ordinances and municipal codes
2656 of the Town which are applicable, and with any and all amendments to such
2657 applicable provisions during the term of this Agreement provided, however, that if a
2658 change in any such municipal code materially affects Contractor's annual cost of
2659 operations, the Contractor shall be entitled to an interim compensation adjustment as
2660 provided for in Section 6.04. Moreover, no such change may revoke or override the
2661 grant to Contractor of the exclusive franchise in Section 2.01 of this Agreement or
2662 override the Contractor's designations of a Material Recovery Facility and Disposal
2663 Site pursuant to this Agreement.
2664

2665 **12.17 Privacy.**

2666 Contractor shall strictly observe and protect the rights of privacy of service
2667 recipients. Information identifying individual service recipients or the composition
2668 or contents of a service recipient's waste stream shall not be revealed to any Person,
2669 governmental unit, private agency, or Contractor, unless upon the authority of a
2670 court of law, by statute, or upon valid authorization of the service recipient. This
2671 provision shall not be construed to preclude Contractor from preparing, participating
2672 in, or assisting in the preparation of waste characterization studies or waste stream
2673 analyses which may be required by AB 939.
2674

2675 **12.18 Integrated Contract.**

2676 This Agreement represents the full and complete understanding of every kind or
2677 nature whatsoever between the parties hereto, and all preliminary negotiations and
2678 agreements of whatsoever kind or nature are merged herein. No verbal agreement or
2679 implied covenant shall be held to vary the provisions hereof. Any modification of
2680 this Agreement will be effective only by written agreement signed by both the Town
2681 and Contractor.
2682

2683 **12.19 Inserted Provisions.**

2684 Each provision and clause required by law to be inserted into the Agreement shall be
2685 deemed to be enacted herein, and the Agreement shall be read and enforced as
2686 though each were included herein. If through mistake or otherwise, any such
2687 provision is not inserted or is not correctly inserted, the Agreement shall be amended
2688 to make such insertion on application by either party.
2689

2690 **12.20 Execution.**

2691 This Agreement shall be executed in duplicate original counterparts by the parties.
2692 Irrespective of the date this Agreement is so executed, the Effective Date hereof shall
2693 be, and is April 30, 2017.
2694

2695 **12.21 Non-Discrimination.**

2696 Consistent with Town's policy that harassment and discrimination are unacceptable
2697 employer-employee conduct, Contractor agrees that harassment or discrimination
2698 directed toward a job applicant, a Town employee, or a citizen by Contractor or
2699 Contractor's employee on the basis of race, religious creed, color, national origin,
2700 ancestry, handicap, mental or physical disability, Acquired Immune Deficiency
2701 Syndrome (AIDS), AIDS-Related Complex (ARC), cancer-related medical condition,
2702 refusal of family care leave, marital status, denial of pregnancy disability leave,
2703 veteran status, age, sex, sexual orientation or sexual preference will not be tolerated.
2704 Contractor agrees that any and all violations of this provision shall constitute a
2705 material breach of this Agreement.
2706

2707 **12.22 Dispute Resolution.**

2708 Prior to initiation of litigation under this Agreement, the parties shall attempt to
2709 resolve their disputes by means of mediation. If the parties cannot agree on a
2710 mediator, the Superior Court of Butte County shall appoint a mediator. Each party
2711 shall bear their costs and attorney fees arising out of the mediation and shall share
2712 equally the cost of the mediator, provided, however, that if the matter is not resolved
2713 by way of mediation, the prevailing party in any subsequent litigation shall be
2714 entitled to collect their costs of mediation as an element of their costs of suit,
2715 including reasonable attorney fees (incurred both in the mediation process as well as
2716 the subsequent court proceedings).
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**ARTICLE 13
REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

Contractor represents and warrants as follows:

13.01 Company Status.

Contractor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

13.02 Company Authorization.

Contractor has the authority to enter into and perform its obligations under this Agreement. The Managers and Members of the Company have taken all actions required by law, its operating agreement, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor has authority to do so.

13.03 Agreement Will Not Cause Breach.

To the best of Contractor's knowledge, after reasonable investigation, neither the execution or delivery of this Agreement nor the performance of this Agreement by Contractor: (i) conflicts with, violates, or results in a breach of any applicable law; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agencies or other governmental authority, or any agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default there under.

13.04 No Litigation.

To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agencies or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of Contractor or any surety guaranteeing Contractor's performance under this Agreement, which has not been waived by the Town in writing.

2760 **13.05 No Adverse Judicial Decisions.**

2761 To the best of Contractor's knowledge, after reasonable investigation, there is no
2762 judicial decision that affects the validity of this Agreement and may subject this
2763 Agreement to legal challenge.

2764
2765 **13.06 Ability to Perform.**

2766 Contractor possesses the business, professional, and technical expertise to manage,
2767 handle, treat, store and Dispose of the Solid Waste, and possesses the equipment,
2768 plant, and employee resources required to perform this Agreement.

2769
2770

ARTICLE 14
MISCELLANEOUS PROVISIONS

2771
2772
2773

2774 **14.01 Entire Agreement.**
2775 This Agreement, including the Exhibits, represents the full and entire Agreement
2776 between the parties with respect to the matters covered herein.
2777

2778 **14.02 Section Headings.**
2779 The article headings and section headings in this Agreement are for convenience of
2780 reference only and are not intended to be used in the construction of this Agreement
2781 nor to alter or affect any of its provisions.
2782

2783 **14.03 References to Laws and Other Agreements.**
2784 All references in this Agreement to laws shall be understood to include such laws as
2785 they may be subsequently amended or recodified, unless otherwise specifically
2786 provided. This Agreement supersedes any and all agreements heretofore entered
2787 into by the parties.
2788

2789 **14.04 Interpretation.**
2790 This Agreement, including the Exhibits attached hereto, shall be interpreted and
2791 construed reasonably and neither for nor against either party, regardless of the
2792 degree to which either party participated in its drafting.
2793

2794 **14.05 Agreement.**
2795 This Agreement may not be modified or amended in any respect except by a writing
2796 signed by the parties. Any conflict between the body of the Agreement and the
2797 Exhibits shall be resolved in favor of the Agreement.
2798

2799 **14.06 Severability.**
2800 If any non-material provision of this Agreement is for any reason deemed to be
2801 invalid and unenforceable, the invalidity or unenforceability of such provision shall
2802 not affect any of the remaining provisions of this Agreement which shall be enforced
2803 as if such invalid or unenforceable provision had not been contained herein.
2804

2805 **14.07 Exhibits.**
2806 Each of Exhibits identified as Exhibit "A" through "H" is attached hereto and
2807 incorporated herein and made a part hereof by this reference.
2808

2809 **14.08 Attorneys' Fees.**
2810 The prevailing party in any action brought to enforce the terms of this Agreement or
2811 arising out of this Agreement may recover its reasonable costs and attorneys' fees
2812 expended in connection with such an action from the other party.

2813
2814 **14.09 Compilation of Information for State Law Purposes.**
2815 Contractor shall compile information on amounts of Solid Waste delivered to the
2816 Facilities and other information, which the Town may reasonably request.
2817
2818 **14.10 Definitions.**
2819 Capitalized terms used in this Agreement without definition have the meanings
2820 specified in Exhibit A, unless the context clearly requires otherwise.
2821
2822 **14.11 Counterparts.**
2823 This Agreement may be executed in counterparts, each of which shall be deemed to
2824 be an original.
2825
2826

2827 IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement
2828 (Effective _____, 2017) as of the day set forth by their respective signature.

2829

2830 Date: _____

TOWN OF PARADISE

2831

2832 ATTEST:

BY: _____

2833

2834

2835 _____

2836 Town Clerk

2837

2838 Date: _____

2839

2840

2841 APPROVED AS TO FORM:

2842

2843

2844 _____

2845 Town Attorney

(Contractor)

BY: _____

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EXHIBITS

DefinitionsExhibit A
Town’s Facilities/Special EventsExhibit B
Contractor Public Education Plan.....Exhibit C
Payments to Town.....Exhibit D
Rate Adjustment MethodologyExhibit E
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EXHIBIT A

Definitions

1 **Exhibit A**
2 **DEFINITIONS**

3
4 This Agreement will be construed in accordance with the following definitions.

5 **Act**

6 "Act" means the Act of 1989 (AB939) Public Resources Code, Section 40000 et seq., as it
7 may be amended from time to time.

8 **Affiliate**

9 "Affiliate" means all businesses (including corporations, limited and general partnerships
10 and sole proprietorships) which are directly or indirectly related to Contractor by virtue of
11 direct or indirect ownership interest or common management shall be deemed to be
12 "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An
13 Affiliate shall include a business in which Contractor owns a direct or indirect ownership
14 interest, a business which has a direct or indirect ownership interest in Contractor and/or
15 a business which is also owned, controlled or managed by any business or individual
16 which has a direct or indirect ownership interest in Contractor. For purposes of
17 determining whether an indirect ownership interest exists, the constructive ownership
18 provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date
19 of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be
20 substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C)
21 thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining
22 ownership under this paragraph and constructive or indirect ownership under Section
23 318(a), ownership interest of less than ten percent (10%) shall be disregarded and
24 percentage interests shall be determined on the basis of the percentage of voting interest or
25 value which the ownership interest represents, whichever is greater.

26 **Agreement**

27 "Agreement" means this Agreement, including any amendments, between the Town and
28 Contractor.

29 **Billings**

30 "Billings" means any and all statements of charges for services rendered, howsoever
31 made, described or designated by Contractor, or made by others for Town or Contractor,
32 to Owners or occupants of property, including Residential Property and commercial,
33 industrial and institutional Property, served by Contractor for the Collection of Solid
34 Waste, Recyclable Materials, and Yard Waste.

35 **Collect/Collection**

36 "Collect" or "Collection" means to take physical possession, transport, and remove Solid
37 Waste, Recyclable Materials, and Yard Waste within and from the Service Area.

1 **Commencement Date**

2 "Commencement Date" means the date specified when Collection, Processing, and
3 Disposal services required by this Agreement shall be provided.

4 **Commercial, Industrial and Institutional Service Recipient**

5 "Commercial, Industrial and Institutional Service Recipient" means Waste Generators
6 whose business activity includes but is not limited to retail sales, services, wholesale sales,
7 research and development, government, non-profit, hospital, manufacturing and
8 industrial operations, but excluding businesses conducted upon Residential Property
9 which are permitted under applicable zoning regulations and are not the primary use of
10 the property.

11 **Complaint**

12 "Complaint" means the written statement (prepared by the Town Administrator, if based
13 on oral statements made by members of the public or Owners or occupants of property)
14 made by members of the public, Owners or occupants of properties served by Contractor,
15 or officers, employees or agents of the Town alleging non-performance or deficiencies in
16 performance of Contractor's duties and obligations under this Agreement, or otherwise
17 alleging a violation by Contractor of the provisions of this Agreement.

18 **Composting (Compost)**

19 "Composting" means a controlled biological decomposition of organic materials yielding a
20 safe and nuisance free compost product.

21 **Construction and Demolition Debris**

22 "Construction and Demolition Debris" means used or discarded construction materials
23 generated during the construction or demolition or renovation of a structure.

24 **Containers**

25 "Containers" means any and all types of Solid Waste, Recyclable Materials, and Yard
26 Waste receptacles including but not limited to metal or plastic cans, carts, bins, tubs,
27 bins/dumpsters, roll-off boxes, or debris boxes.

28 **Contractor**

29 "Contractor" means Northern Recycling & Waste Services, a limited liability company
30 organized and operating under the laws of the State of California and its managers,
31 members, directors, employees, agents, companies and subcontractors. The members of
32 the limited liability company are: Recovery Products & Services, Inc., a California
33 corporation, Garbarino Northern Recycling & Waste Services, LLC, Pestoni Paradise
34 City, LLC and Garaventa Enterprises, Inc., a California corporation.

35 **Contractor Compensation**

36 "Contractor Compensation" means the revenue received by the Contractor from Billings
37 for providing services in accordance with this Agreement.

38

1 **Contractor's Proposal**

2 "Contractor's Proposal" means the proposal submitted by the Contractor and received on
3 April 7, 2006 by the Town in response to the Town's February 2006 Request for Proposals
4 for the Solid Waste, Recyclable Material, and Yard Waste Collection, Processing and
5 Disposal Services and certain supplemental written materials, which are included as
6 Exhibit H to this Agreement and are incorporated by reference.

7 **Curbside**

8 "Curbside" means the location of a Container for pick-up, not more than fifteen (15) feet
9 from the street curb. Where no street curb exists, the location shall be within five (5) feet
10 from the outside edge of the street nearest the property's entrance.

11 **Demolition Debris**

12 "Demolition Debris" means used or discarded construction materials generated during the
13 razing or renovation of a structure.

14 **Designated Waste**

15 "Designated Waste" means non-hazardous waste which may pose special disposal
16 problems because of its potential to contaminate the environment and which may be
17 disposed of only in Class II disposal sites, or Class III disposal sites pursuant to a variance
18 issued by the California Department of Health Services. Designated Waste consists of those
19 substances classified as designated waste by the State of California, in 23 California Code
20 of Regulations Section 2522.

21 **Dispose/Disposal**

22 "Dispose" or "Disposal" means the ultimate disposition of Solid Waste collected by
23 Contractor at a Disposal Site in Full Regulatory Compliance.

24 **Disposal Site(s)**

25 "Disposal Site(s)" means the Solid Waste facility or facilities utilized for the ultimate
26 landfill Disposal of Solid Waste Collected by Contractor. The Neal Road Landfill owned
27 by the County of Butte, shall be the initial designated Disposal Site of Contractor as of the
28 effective date of this Agreement.

29 **Effective Date**

30 "Effective Date" means the date on which the latter of the two Parties signs the Agreement
31 and the date on which Contractor may begin to take actions and incur costs in preparation
32 to provide Collection, Processing, and Disposal services required by this Agreement.

33 **Electronic Waste**

34 "Electronic Waste" (E-Waste) means discarded electronic equipment such as, but not
35 limited to, television sets, computer monitors, central processing units (CPU's), laptop
36 computers, external computer hard drives, computer keyboards, computer mice, computer
37 printers, DVD and VCR players.

1 **Environmental Laws**

2 "Environmental Laws" means all federal and state statutes, County, local and Town
3 ordinances concerning public health, safety and the environment including, by way of
4 example and not limitation, the Act, the Comprehensive Environmental Response,
5 Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation
6 and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.;
7 the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and
8 Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California
9 Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act,
10 California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality
11 Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic
12 Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force
13 or as hereafter amended, and all rules and regulations promulgated there under.

14 **Extra Services**

15 "Extra Services" means services provided by Contractor beyond the standard subscribed
16 services to customers.

17 **Facility/Facilities**

18 "Facility/Facilities" means any plant or site, owned or leased and maintained, operated or
19 used by Contractor or the Town for purposes of performing Contractor's obligations
20 under this Agreement.

21 **Fiscal Year**

22 "Fiscal Year" means the same as calendar year (January 1 through December 31).

23 **Franchise**

24 "Franchise" means the special right granted by the Town for the Collection of Solid Waste,
25 Recyclable Materials, and Yard Waste within the Service Area, the transportation of such
26 material to appropriate places of processing, Recycling, Composting and/or Disposal, and
27 the Processing of Recyclable Materials.

28 **Franchise Fee**

29 "Franchise Fee" means the fee paid by Contractor to the Town as rental for the use of
30 Town streets.

31 **Franchised Services**

32 "Franchised Services" means the Collection of Solid Waste, Recyclable Materials and Yard
33 Waste within the Service Area, the transportation of such material to appropriate places of
34 processing, Recycling, Composting, and/or Disposal and the Processing of Recyclable
35 Materials and Yard Waste.

1

2 **Full Regulatory Compliance**

3 “Full Regulatory Compliance” means compliance with all applicable permits for a Facility
4 such that the Contractor will at all time maintain the ability to fully comply with its
5 obligations under this Agreement.

6 **Garbage**

7 “Garbage” means putrescible animal, fish, food, fowl, fruit or vegetable matter, or any
8 form thereof, resulting from the preparation, storage, handling, or consumption of such
9 substances.

10 **Generator**

11 “Generator” means any person as defined by the Public Resources Code, whose act or
12 process produced Solid Waste, Recyclable Materials, or Yard Waste as defined in the
13 Public Resources Code, or whose act first causes Solid Waste to become subject to
14 regulation.

15 **Gross Revenues**

16 “Gross Revenues” means any and all revenue or compensation in any form to Contractor
17 or other Affiliates of Contractor, for services performed pursuant to this Agreement,
18 determined in accordance with Generally Accepted Accounting Principles, including, but
19 not limited to, service recipient fees for Collection of Solid Waste, Recyclable Materials and
20 Yard Waste within the Service Area, the transportation of such material to appropriate
21 places of processing, Recycling, Composting, and/or Disposal and the Processing of
22 Recyclable Materials and Yard Waste without subtracting Franchise Fees or any other cost
23 of doing business.

24 **Gross Revenues Collected**

25 “Gross Revenues Collected” shall mean cash receipts collected by the Contractor for the
26 Collection of Solid Waste, Recyclable Materials, and Yard Waste within the Service Area,
27 the transportation of such material to appropriate places of processing, Recycling,
28 Composting and/or Disposal, and the Processing of Recyclable Materials, without
29 subtracting Franchise Fees or any other cost of doing business, except for any Town
30 surcharges.

31 **Hazardous Substance**

32 “Hazardous Substance” shall mean any of the following: (a) any substances defined,
33 regulated or listed (directly or by reference) as “Hazardous Substances”, “hazardous
34 materials”, “Hazardous Wastes”, “toxic waste”, “pollutant” or “toxic substances” or
35 similarly identified as hazardous to human health or the environment, in or pursuant to (i)
36 the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42
37 USC §9601 et seq.(CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC
38 §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv)
39 the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-
40 25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii)

1 California Water Code §13050; (b) any amendments, rules or regulations promulgated
2 there under to such enumerated statutes or acts currently existing or hereafter enacted;
3 and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant
4 identified as hazardous or toxic or regulated under any other applicable federal, state or
5 local Environmental Laws currently existing or hereinafter enacted, including, without
6 limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas
7 and synthetic fuel products, and by-products.

8 **Hazardous Waste**

9 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous
10 Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code
11 §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such
12 statutes or identified and listed as Hazardous Waste by the US Environmental Protection
13 (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et
14 seq.), all future amendments thereto, and all rules and regulations promulgated there
15 under.

16 **Household Hazardous Waste**

17 "Household Hazardous Waste" means Hazardous Waste generated at Residential
18 Premises within the Service Area.

19 **Materials Recovery Facility (MRF)**

20 "Materials Recovery Facility" means a permitted Facility where Solid Waste, Recyclable
21 Materials, or Yard Waste are sorted or separated for the purposes recovering reusable or
22 Recyclable Materials.

23 **Missed Pick-up**

24 "Missed Pick-up" means failure of Contractor to pick up Solid Waste, Recyclable
25 Materials, and/or Yard Waste that has been set out by the customer at the time, at the
26 weight, in the volume, in the proper container, with the lawful contents in accordance with
27 this Agreement, and at the prescribed level of service, as mutually agreed upon by the
28 customer and Contractor.

29 **Multi-Family Residential Complex**

30 "Multi-Family Residential Complex" means any residential Premises, other than a Single
31 Family Dwelling, used for residential purposes. Such Premises normally have centralized
32 Solid Waste and Recyclable Materials Collection service for all units in the building and
33 are billed as one address.

34 **Occupant**

35 "Occupant" means the Person who occupies a Premises.

36 **Other Fees**

37 "Other Fees" means fees paid by the Contractor at the direction of the Town, including but
38 not limited to, a Vehicle Impact Fee.

1 **Owner (Ownership)**

2 "Owner" means the Person holding the legal title to the real property constituting the
3 Premises to which Solid Waste, Recyclable Materials and Yard Waste Collection service is
4 to be provided under this Agreement.

5 **Party (Parties)**

6 "Party" refers to the Town and Contractor, individually or together (Parties).

7 **Pass-Through Costs**

8 "Pass-Through Costs" means a cost to which no element of overhead, administrative
9 expense, profit, or other cost is added nor with respect to which any other amount is
10 credited, such that the specific amount of such cost is included without modification in the
11 calculations or reports to which such costs pertain.

12 **Person**

13 "Person" means any individual, firm, association, organization, partnership, corporation,
14 business trust, joint venture, the United States, the State of California, the County of Butte,
15 towns, cities, or special purpose districts.

16 **Premises**

17 "Premises" means any land, or building in Service Area where Solid Waste, Recyclable
18 Materials or Yard Waste is generated or accumulated.

19 **Processing**

20 "Processing" means to prepare, treat, or convert through some special method.

21 **Processing Facility (site)**

22 "Processing Facility" means a permitted Facility where Yard Waste or Recyclable
23 Materials are processed for reuse, recycling, composting, mulching, transformation or
24 purpose other than Disposal.

25 **Rates**

26 "Rates" means the unit to be charged customers by Contractor for providing the Collection
27 of Solid Waste, Recyclable Materials, and Yard Waste within the Service Area, the
28 transportation of such material to appropriate places of processing, Recycling, Composting
29 and/or Disposal, and the Processing of Recyclable Materials. Rates may be adjusted time
30 to time in accordance to this Agreement.

31 **Rate Year**

32 "Rate Year" means the twelve month period, commencing January 1, of one year and
33 concluding December 31 of the same year, for which Contractor compensation is
34 calculated.

1 **Recyclable Materials**

2 "Recyclable Materials" means discarded materials that are re-used, remanufactured or
3 processed. Materials shall include, but not be limited to: Metal Items - Aluminum cans,
4 tin & steel cans, clean aluminum foil, empty aerosol cans, small scrap metal items, pots,
5 pans & utensils, loose lids from jars,; Plastic Bottles - narrow neck (#1-#7), CRV containers,
6 all colors - lids/caps removed, rinsed and empty; Glass - all beverage & food containers,
7 all colors - lids / caps removed, rinsed and empty; and Mixed Paper - newspaper,
8 magazines, catalogs & gloss paper, brown paper bags, paper packaging, egg cartons, milk
9 and juice cartons, carbonless paper, office paper (all colors), phone books & soft cover
10 books, envelopes, junk mail, shredded paper in clear bags, box board and cardboard.

11 **Recycling**

12 "Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting
13 discarded materials which meet the quality standards necessary to be re-used,
14 remanufactured or processed. The Collection, transportation or Disposal of Solid Waste
15 not intended for, or capable of, reuse is not Recycling.

16 **Related Party Entity**

17 "Related Party Entity" means any Affiliate which has financial transactions with
18 Contractor pertaining to this Agreement.

19 **Residential**

20 "Residential" shall mean of, from, or pertaining to a Single-Family or Multi-Family
21 Dwellings and Premises including single-family homes, apartments, condominiums,
22 townhouse complexes, mobile home parks, cooperative apartments, and yacht harbors
23 and marinas where residents live aboard boats.

24 **Residential Property**

25 "Residential Property" means property used for residential purposes.

26 **Rubbish**

27 "Rubbish" means all waste wood, wood products, printed materials, paper, paste board,
28 rags, straw, used and discarded clothing, packaging materials, ashes, floor sweepings,
29 glass and other materials not included in the definition of Garbage, Hazardous Substance,
30 Yard Waste or Recyclable Materials, and such materials defined as "rubbish" by applicable
31 local ordinances in existence as of the Effective Date of this Agreement.

32 **Service Area**

33 "Service Area" means that territory within the Town of Paradise with respect to which the
34 Town exercises franchising authority for the Collection of Solid Waste, Recyclable
35 Materials and Yard, the transportation of such material to appropriate places of
36 processing, Recycling, Composting, and/or Disposal and the Processing of Recyclable
37 Materials and Yard Waste which territory is shown on a map on file in the office of the
38 Town Administrator, to which reference is hereby made for the description of said area.

1 **Service Suspension**

2 “Service Suspension” means an option for a residential customer to elect to stop service for
3 an extended period of time due to Premises being vacant. Absent period must be greater
4 than four (4) weeks and may only occur two times per year.

5 **Single Family Dwellings**

6 “Single Family Dwellings” means each Premises used for or designated as a single family
7 residential dwelling, including each unit of a duplex, triplex or townhouse condominium
8 in all cases in which there is separate or individual Solid Waste, Recyclable Materials, and
9 Yard Waste Collection are provided separately to each dwelling unit.

10 **Solid Waste**

11 “Solid Waste” means all putrescible and non-putrescible solid, semisolid, and liquid
12 wastes, as defined in California Public Resources Code §40191, as that section may be
13 amended from time to time. For the purposes of this Agreement, “Solid Waste” does not
14 include abandoned vehicles and parts thereof, Hazardous Waste or low-level radioactive
15 waste, medical waste, Recyclable Materials, or Yard Waste.

16 **Solid Waste Committee**

17 “Solid Waste Committee” means two Town council members and the Town Manager or his/her
18 designee.

19 **Source Separate**

20 “Source Separate” means to have the generator segregate from Solid Waste material which
21 otherwise would become Solid Waste, such as Recyclable Materials or Yard Waste, for the
22 sole purpose of reuse, Recycling, or composting, to be collected by Contractor or others.

23 **Term**

24 “Term” means the time period of this Agreement.

25 **Town**

26 “Town” means the Town of Paradise a municipal corporation of the State of California,
27 and all the territory lying within the municipal boundaries of the Town as presently
28 existing or as such boundaries may be modified, named a party to this Agreement.

29 **Town Administrator**

30 “Town Administrator” means the Town Manager or his or her designee.

31 **Transfer Station**

32 “Transfer Station” means a Facility primarily used for the purpose of transferring Solid
33 Waste from collection vehicles to transfer vehicles (but which may include recovery
34 attributes) to more efficiently transport said Solid Waste to its ultimate Disposal Site.

1 **Universal Waste**

2 "Universal Waste" means Universal Waste as defined in California Code of Regulations
3 Title 22, Division 4.5, Ch 11, Article 1, §66261.9. Included in the definition are, but are not
4 limited to, common household batteries, fluorescent tubes and bulbs and other mercury-
5 containing lamps, thermostats, electronic devices, electrical switches and relays, pilot light
6 sensors, mercury gauges, mercury-added novelties, mercury thermostats and non-empty
7 aerosol cans that contained hazardous materials.

8
9 **Waste Generator**

10 "Waste Generator" means any Person, whose act or process produced Solid Waste, or
11 whose act first causes Solid Waste to become subject to regulation.

12 **Yard Waste**

13 "Yard Waste" means a subset of organic Recyclable Materials consisting of grass cuttings,
14 weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees (not
15 more than six (6) inches in diameter) and four (4) feet in length, and similar materials
16 generated at Premises within the Service Area, separated and set out for Collection,
17 processing, and Recycling. Yard Waste does not include materials not normally produced
18 from farms, gardens or landscapes, such as, but not limited to, brick, rock, gravel, large
19 quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated wood or
20 wood products. Diseased plants and trees are also excluded from Yard Waste.

21

EXHIBIT B

**Town Facilities /
Special Events**

Exhibit B

TOWN FACILITIES / SPECIAL EVENTS

Town of Paradise Facilities/ Locations and Service Levels		
Facility	Location	Service Level
Fire Station No. 81 & Police Station	767 Birch Street / 5595 Black Olive Dr	3-yd Container, Recycling and Yard Waste Carts
Fire Station No. 82	5545 South Libby Road	2-yd Container, Recycling and Yard Waste Carts
Fire Station No. 83	1250 Wagstaff Road; or at CDF facility - Forest Service Road	2-yd Container, Recycling and Yard Waste Carts
Town Hall	5555 Skyway	Trash, Recycling, & Yard Waste Carts, & 2-yd Cardboard bin
Paradise Animal Shelter & Town Public Works Yard	925 American Way	2-yd Container, Recycling and Yard Waste Cards
Paradise Community Park	NE corner of Black Olive Drive & Pearson Road intersection	Roll Carts and/or Fixed Small Containers
Paradise Memorial Trailway	Locations (3 or 4) along trailway (near public road intersections)	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Town Hall building	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Terry Ashe Recreation Center, 6626 Skyway	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Les Schwab Tire Store	Roll Carts and/or Fixed Small Containers
Bus Stop	Clark Road in front of Paradise Plaza shopping center	Roll Carts and/or Fixed Small Containers
Bus Stop	Butte Community Bank near Clark Road & Wagstaff Road intersection	Roll Carts and/or Fixed Small Containers

Special Events

Johnny Appleseed Days
Gold Nugget Days
Chocolate Festival
4th of July

EXHIBIT C

Contractor Public Education Plan

Public Education Plan

Public Education Programs

Northern Recycling will educate the public on our comprehensive services, as well as provide information about increased recycling options and resources. This public education will be accomplished through direct contact with customers, effective marketing and PR materials, advertising in the local media, involvement in community events, and diverse recycling activities. Northern Recycling will offer expanded recycling programs -from curbside single-stream collection to increased source-separated debris box options.

Northern Recycling's public education will include:

- Informational brochure and other outreach materials
- Expanded, single-stream recycling educational information and outreach
- Quarterly Northern Recycling newsletter
- Outreach to residential customers through mailings, advertising, and community events
- Direct outreach to all commercial and multi-family accounts
- Recycling educational programs and tours
- Yard waste education and composting classes
- Hazardous waste/universal waste recycling management plan
- Information about the expanded source-separated debris box collection
- School presentations and tours

The combination of these methods will dramatically increase diversion in Paradise/Butte County, as well as provide comprehensive information about all of Northern Recycling's services. We fully expect that curbside recycling collection, expanded business outreach and recycling, yard waste collection, and increased source-separated debris box service will push diversion rates past 50 percent.

Northern Recycling will use a variety of public outreach methods to assure that all residents and businesses receive *all* the information about the service change and new recycling options.

Northern Recycling will begin advertising, attending community events, distributing literature, and mailing service information immediately after the awarding of the service contract. This comprehensive public education program will continue through the entire transition process.

Public education materials distributed will include:

- Quarterly newsletter
- Direct mailings

- Brochures
- Billing inserts
- Recycling posters
- Recycling stickers
- Community mailing advertisements
- Newspaper advertisements
- movie theater advertisements
- Radio advertisements
- Presentations
- informational booths at community events

Presentations

Northern Recycling will conduct recycling outreach and public education presentations at various community events, schools, businesses, and more. Northern Recycling will build on already established presentation plans and experience, and conduct fruitful outreach to the Paradise/Butte County community. Northern Recycling will work with the Town and County to identify community groups and will contact the community groups directly to schedule presentations. Service information and recycling outreach will be given at the presentations, questions will be fielded, and various informational brochures and handouts will be distributed. Northern Recycling will continue to contact groups and businesses regarding presentations, as well as granting any presentation requests from the public. Additionally, Northern Recycling will work with schools and teachers to conduct recycling education and tours with student groups. Informational materials will be continuously created and updated in order to provide the most effective information to the public.

Participation at Town/County Events

Northern Recycling will provide informational materials and face-to-face education and support at the Fourth of July Street Fair, Johnny Appleseed Days, and ongoing community events.

Northern Recycling will work with the Town and County to provide public outreach and MSW, Recycling, and yard waste collection services and Town and County public events. Additionally, Northern Recycling will have a comprehensive special event-recycling program that provides waste and recycling consulting and MSW, recycling, and yard waste services to all special events, fairs, and festivals. Northern Recycling will work with event producers, vendors, and the general public to divert a significant amount of special event waste and educate the public on waste reuse, reduction, and recycling. This will include a pilot program for food waste collection at certain, qualifying events.

Northern Recycling will also organize several community events, including a free electronic waste drop-off event, a household hazardous waste collection event, a bulky item collection event, and a yard waste collection and composting event. All

events will be advertised through the quarterly newsletter, billing inserts, and other advertising mediums. Northern Recycling will work together with the Town and County to organize successful events and to promote the year-round drop off options at the hazardous waste facility. Northern Recycling will provide service and support for additional community cleanup events throughout the year.

Recycling Outreach and Waste Audits

Northern Recycling will conduct recycling outreach in order to increase recycling rates, decrease contamination, and educate the public on all facets of the recycling program. This will include information about our collection services, as well as expanded information about reduction, reuse, and recycling options. Outreach materials will be designed and distributed to residents, multi-family accounts, and commercial businesses.

Northern Recycling will conduct site visits of commercial businesses which will include service level recommendations and tips on increased recycling. Businesses will always be encouraged to increase recycling as a money saving initiative. Northern Recycling will provide personalized service in order to maximize recycling rates at these businesses. Northern Recycling will continue to visit at least 20 percent of the commercial and multi-family accounts annually and conduct waste audits. Northern Recycling will also conduct on-site assessments and trainings for any business upon request. This service will be announced through billing inserts, the newsletter, and other outreach. Northern Recycling will partner with the Paradise Ridge Chamber of Commerce and other business groups to connect with all area businesses.

Additionally, Northern Recycling will education the public and businesses about the recycling and cost saving benefits of source-separated debris boxes. This information will be distributed through the quarterly newsletter, billing inserts, brochures, and other outreach

EXHIBIT D

Payments to Town

EXHIBIT D

PAYMENTS BY CONTRATOR

1. Franchise Fees

Contractor shall pay a monthly Franchise Fee using the following %'s:

Town of Paradise	7%
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EXHIBIT E

**Rate Adjustment
Methodology**

Exhibit E

RATE ADJUSTMENT METHODOLOGY

General

The Solid Waste Collection Rate Schedule set forth in Section 6.02 shall be adjusted as of January 1, 2018 and annually thereafter to reflect changes in the California Statewide, Consumer Price Index, All Items, for all Urban Consumers West Urban Area, compiled and published by the United States Department of Labor, Bureau of Labor Statistics.

The annual adjustment to the rates will be based on 100-percent of the percentage change in the CPI for July of the current year as compared to July of the prior year (the Rate Adjustment Factor), applied to the then current rates, net of any surcharges or other expenses not related to the Contractor's final negotiated revenue requirement. In addition, this adjustment shall not apply to Solid Waste Disposal fees (Landfill Tip Fees) which are not regulated by the Contractor or Affiliate of the Contractor but shall apply to any such fees which are regulated by the Contractor or Affiliate of the Contractor. Any Landfill Tip Fees that are not regulated by the Contractor or Affiliate of the Contractor shall be adjusted in proportion to any changes in said fees, if and when such changes occur. No other adjustment to this portion of the rates will occur.

Figure 1 documents that portion of the Residential, Commercial and Debris Box Collection Revenue requirements that shall be subject to a proportional adjustment (Proportionally Adjusted Revenue Requirements) and that portion which shall be subject to the CPI adjustment (CPI Adjusted Revenue Requirements).

Figure 2 provides an example of the CPI 100% Rate Adjustment Factor calculation. Figure 3 provides an example calculation of the Overall Rate Adjustment Factor for the Residential and Commercial Solid Waste Collection rates using the CPI 100% Rate Adjustment Factor calculated in Figure 2 and illustrates how this Overall Rate Adjustment Factor would be applied to the existing rates to generate the new adjusted rates. Figure 4 provides a similar example calculation for the Debris Box rates.

The "Revenue Requirements" and "Percent of Total Expenses" used to calculate the Overall Rate Adjustment Factor for the Residential, Commercial and Debris Box Collection rates shall be adjusted on an annual basis in proportion to the Overall Rate Adjustment Factor as shown in Figures 2 and 3. These adjusted Revenue Requirements and Percent of Total Expenses will form the basis for calculating the rate adjustment for the following year.

Request for Rate Adjustment Requirements

In submitting its Request for Rate Adjustment for the Solid Waste Collection Rate Schedule the Contractor is required to provide the following information no later than September 15 of the current year:

- Documentation of the CPI for the period ending July of the current year and beginning July of the prior year.
- The CPI 100% Rate Adjustment Factor calculation consistent with the example shown in Figure 2.
- The calculation used to determine the Overall Rate Adjustment Factor consistent with the examples in Figures 3 and 4.
- Copies of the current Residential, Commercial and Debris Box Collection Rate Schedule.

Figure 1
RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION REVENUE REQUIREMENTS

	Proposal Form	Solid Waste Disposal Fees	Total Proportionally Adjusted Revenue Requirement	All Other Fees	Total CPI Adjustment Revenue Requirement	Total Revenue Requirement
Residential Solid Waste Collection	5 Rev_Req	\$ 237,000	\$ 237,000	\$ 1,020,692	\$ 1,020,692	\$ 1,257,692
Residential Recycling Collection	5 Rev_Req		-	535,084	535,084	\$ 535,084
Residential Yard Waste Collection	5 Rev_Req		-	909,193	909,193	\$ 909,193
Commercial Solid Waste Collection	5 Rev_Req	124,800	124,800	380,233	380,233	\$ 505,033
Commercial Recycling Collection	5 Rev_Req		-	158,179	158,179	\$ 158,179
		<u>\$ 361,800</u>	<u>\$ 361,800</u>	<u>\$ 3,003,381</u>	<u>\$ 3,003,381</u>	<u>\$ 3,365,181</u>
	% of Total Revenue Requirement		10.8%		89.2%	100.0%

DEBRIS BOX REVENUE REQUIREMENT

	Proposal Form	Solid Waste Disposal Fees	Total Proportionally Adjusted Revenue Requirement	All Other Fees	Total CPI Adjustment Revenue Requirement	Total Revenue Requirement
Debris Box Solid Waste	5 Rev_Req	\$ 92,700	\$ 92,700	\$ 255,695	\$ 255,695	\$ 348,395
Construction/Demolition Debris Recovery Program	5 Rev_Req	-	-	-	-	-
		<u>\$ 92,700</u>	<u>\$ 92,700</u>	<u>\$ 255,695</u>	<u>\$ 255,695</u>	<u>\$ 348,395</u>
	% of Total Revenue Requirement		26.6%		73.4%	100.0%

Figure 2
EXAMPLE RATE ADJUSTMENT CALCULATION

Index Point Change

Current Year CPI (1)	188.4
Minus Prior Year CPI (2)	<u>- 182.4</u>
Equals Index Point Change	6.0

Percent Change

Index Point Change	6.0
Divided by Prior Year CPI	6.0 / 182.4
Equals	= 0.033
Multiplied by 100%	0.033 x 1.00
Equals "RATE ADJUSTMENT FACTOR"	= 0.033

Rate Adjustment

Current Monthly Rate	\$15.00
Times (1 + RATE ADJUSTMENT FACTOR)	\$15.00 x (1 + 0.033)
Equals New Rate	= \$15. 49

- (1) CPI for July of the current year
- (2) CPI for July of prior year

Figure 3
EXAMPLE RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION RATE ADJUSTMENT CALCULATIONS

Example 1 - No Change in Disposal Fees

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton	0%
CPI 100% Rate Adjustment Factor	2.5%

Rate Adjustment Percentage Calculation:

	Base Year Expense net of Franchise Fees	Franchise Fees	Base Year Expenses	Percent Adjustment	Adjusted Revenue Requirement for Next Year (1)
Disposal Fees	361,800	27,232	389,032	0.0%	389,032
CPI Adjusted Expenses	2,767,818	208,330	2,976,149	2.5%	3,050,552
Franchise and Other Franchisor Fees					
	3,129,618	235,563	3,365,181		3,439,585

OVERALL RATE ADJUSTMENT FACTOR 2.2%

Adjustment of Rates Using Overall Rate Adjustment Factor

	Total Existing Rate	Overall Rate Adjustment Factor	New Adjusted Rate
32 - Gallon Cart with Recycling and Yard Waste	\$ 20.00	2.2%	\$ 20.44

Notes:

- (1) Revenue Requirement and Percent of Total Expense to be adjusted each year in proportion to Rate Adjustment Factor
- (2) Franchise Fees adjustment reflects the additional fees due on the CPI Adjusted Expenses.

Figure 3 (continued)
EXAMPLE RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION RATE ADJUSTMENT CALCULATIONS

Example 1 - Change in Disposal Fees

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton % Change	10%
CPI 100% Rate Adjustment Factor	2.5%

Rate Adjustment Percentage Calculation:

	Base Year Expense net of Franchise Fees	Franchise Fees	Base Year Expenses	Percent Adjustment	Adjusted Revenue Requirement for Next Year (1)
Disposal Fees	361,800	27,232	389,032	10.0%	427,935
CPI Adjusted Expenses	2,767,818	208,330	2,976,149	2.5%	3,050,552
Franchise and Other Franchisor Fees					
	3,129,618	235,563	3,365,181		3,478,488

OVERALL RATE ADJUSTMENT FACTOR 3.4%

Adjustment of Rates Using Overall Rate Adjustment Factor

	Total Existing Rate	Overall Rate Adjustment Factor	New Adjusted Rate
32 - Gallon Cart with Recycling and Yard Waste	\$ 20.00	3.4%	\$ 20.67

Notes:

(1) Revenue Requirement and Percent of Total Expense to be adjusted each year in proportion to Rate Adjustment Factor

Figure 4
EXAMPLE DEBRIS BOX RATE ADJUSTMENT CALCULATIONS

Example 1 - No Change in Disposal Fees

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton	\$ 30.00	<table border="1"><tr><td>Rate used in proposal</td><td>\$ 30.00</td></tr></table>	Rate used in proposal	\$ 30.00
Rate used in proposal	\$ 30.00			
CPI 100% Rate Adjustment Factor	2.5%			

Rate Adjustment Percentage Calculation:

	Base Year Expense net of Franchise Fees	Franchise Fees	Base Year Expenses	Percent Adjustment	Adjusted Revenue Requirement for Next Year (1)
Disposal Fees	92,700	6,977	99,677	0%	99,677
CPI Adjusted Expenses	231,307	17,410	248,718	2.5%	254,936
	324,007	24,388	348,395		354,613

Adjustment of Rates

	Existing Haul Charge including Franchise Fees	Percent Adjustment	New Adjusted Haul Charge	Existing Disposal Charge per Ton including Franchise Fees	Percent Adjustment	New Disposal Charge per Ton
20 Yard Box	\$ 175.82	2.5%	\$ 180.22	\$ 32.26	0%	\$ 32.26

Notes:

(1) Revenue Requirement and Percent of Total Expense to be adjusted each year in proportion to Rate Adjustment Factor

Figure 4 (continued)
 EXAMPLE DEBRIS BOX RATE ADJUSTMENT CALCULATIONS

Example 1 - No Change in Disposal Fees

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton at Neal Rd Landfill	\$	35.00		Rate used in proposal	\$	30.00
CPI 100% Rate Adjustment Factor		2.5%				

Rate Adjustment Percentage Calculation:

	Base Year Expense net of Franchise Fees	Franchise Fees	Base Year Expenses	Percent Adjustment	Adjusted Revenue Requirement for Next Year (1)
Disposal Fees	92,700	6,977	99,677	17%	116,290
CPI Adjusted Expenses	231,307	17,410	248,718	2.5%	254,936
	324,007	24,388	348,395		371,226
Estimated Tons	3,090				

Adjustment of Rates

	Existing Haul Charge including Franchise Fees	Percent Adjustment	New Adjusted Haul Charge	Existing Disposal Charge per Ton including Franchise Fees	Percent Adjustment	New Disposal Charge per Ton
20 Yard Box	\$ 175.82	2.5%	\$ 180.22	\$ 32.26	17%	\$ 37.63

Notes:

(1) Revenue Requirement and Percent of Total Expense to be adjusted each year in proportion to Rate Adjustment Factor

EXHIBIT F

**Solid Waste Collection
Rate Schedule**

Town of Paradise
Exhibit F
Solid Waste Collection Rates
Effective May 1, 2017

Residential (includes solid waste, recycling and yard waste)

35-gallon – Senior*	\$ 21.82
35-gallon	\$ 24.94
65-gallon	\$ 32.41
95-gallon	\$ 36.15

* Available only to residents receiving a senior discount rate as of November 1, 2006.

Commercial carts

35-gallon	\$ 25.96
35-gallon Multi-Family	\$ 11.73
65-gallon	\$ 35.43
95-gallon	\$ 48.15
2ea. 95-gallon	\$ 80.48

Commercial – 1 Yard

1 p/u per week	\$ 84.61
2 p/u per week	\$128.57
3 p/u per week	\$172.17
4 p/u per week	\$216.18
5 p/u per week	\$259.29
6 p/u per week	\$302.97

Commercial – 1.5 Yards

1 p/u per week	\$102.22
2 p/u per week	\$157.97
3 p/u per week	\$202.32
4 p/u per week	\$261.16
5 p/u per week	\$309.70
6 p/u per week	\$352.15

Commercial – 2 Yards

1 p/u per week	\$115.64
2 p/u per week	\$192.88
3 p/u per week	\$256.58
4 p/u per week	\$312.67
5 p/u per week	\$372.59
6 p/u per week	\$436.04

Commercial – 3 Yards

1 p/u per week	\$142.79
2 p/u per week	\$234.25
3 p/u per week	\$326.14
4 p/u per week	\$424.90

Town of Paradise
Exhibit F
Solid Waste Collection Rates
Effective May 1, 2017

5 p/u per week	\$499.51
6 p/u per week	\$586.71

Commercial – 4 Yards

1 p/u per week	\$176.16
2 p/u per week	\$294.43
3 p/u per week	\$409.71
4 p/u per week	\$532.90
5 p/u per week	\$651.57
6 p/u per week	\$770.13

Commercial – 6 Yards

1 p/u per week	\$206.43
2 p/u per week	\$376.25
3 p/u per week	\$538.49
4 p/u per week	\$693.13
5 p/u per week	\$847.77
6 p/u per week	\$1010.01

Insta-bins

4 yards	\$123.31
6 yards	\$155.78

All commercial customers will be charged an additional \$4.35 per month to support the Town's Vegetative Waste Facility.

Debris Box – Haul Charge Only. Disposal will be added based upon the current tip fee at Neal Road Landfill or authorized dump site.

Loose:

10 cubic yards	\$213.08/per pull
20 cubic yards	\$213.08/per pull
30 cubic yards	\$213.08/per pull
40 cubic yards	\$213.08/per pull

Recycling:

10 cubic yards	\$127.85/per pull
20 cubic yards	\$127.85/per pull
30 cubic yards	\$127.85/per pull
40 cubic yards	\$127.85/per pull

Compactor:

10 cubic yards	\$251.30/per pull
20 cubic yards	\$251.30/per pull

Town of Paradise
Exhibit F
Solid Waste Collection Rates
Effective May 1, 2017

30 cubic yards
40 cubic yards

\$251.30/per pull
\$251.30/per pull

Special Charges

Extra Pickup	\$ 25.00	
Lock Service	\$ 5.00	/lock/month
Pushout Charge	\$ 5.00	/25 feet/month
Container Cleaning	\$ 40.00	/cleaning
Weight Surcharge (Solid waste containers exceeding 300lbs per cubic yard)	\$ 33.00	/ton
Cart Replacement	\$ No charge	/ lost or stolen
	\$ 60.00	/customer damaged
Roll Off and Insta bin rental after 5th day	\$ 5.00	/day
Additional Yard Waste Cart(first 2 free)	\$ 5.00	/month
Footage Charge		
5 to 100 feet	\$ 14.00	/month
101 to 300 feet	\$ 18.00	/month
301 to 500 feet	\$ 22.00	/month
501 to 700 feet	\$ 26.00	/month
701 to 999 feet	\$ 28.00	/month
1000 to 1999 feet	\$ 30.00	/month
Over 2000	\$ 40.00	/month

EXHIBIT G

Notary Certification

NOTARY CERTIFICATION

STATE OF CALIFORNIA

COUNTY OF _____ ss:

On _____, _____, before me, the undersigned, a Notary Public in and for the State of California, Personally appeared _____, known to me to be the _____ of Contractor that executed the within instrument on behalf of the Contractor therein named, and acknowledged to me that such Contractor executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of _____ this _____ day of _____, _____.

Notary Public

My Commission Expires:

EXHIBIT H

Street Sweeping Program

Street Sweeping Program

Contractor shall provide Street Sweeping services during the following months based on Schedules A and B below:

Month	Schedule A Sweep Arterials & Collectors Only	Schedule B Sweep All Public Roads
January		X
February	X	
March		X
April	X	
May		
June		
July		X
August		
September		
October	X	
November		X
December	X	

Services shall include:

1. 24hr notice “on-call” sweeping for 20 mobilizations with up to 80 hours of sweeping.
2. Sweeper shall include a vacuum attachment for on-call drainage inlet cleanings.

Startup Street Sweeping Details:

Contractor shall provide street sweeping on the following streets based on the Schedules A and B below:

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Almond Street	Foster Road	Elliott Rd.	YES	YES
Bille Road	Cliff Drive	Skyway	YES	YES
Bille Road	Skyway	Pentz Road	YES	YES
Birch Street	Black Olive Drive	Skyway	YES	YES
Black Olive Drive	Skyway	Foster Road	YES	YES
Black Olive Drive	Foster Road	Willow Street	YES	YES
Boquest Boulevard	Boquest Boulevard	Skyway	YES	YES
Buschmann Road	Foster Road	State Highway 191	YES	YES
Cedar Street	Black Olive Drive	Almond Street	YES	YES
Center Street	Skyway	End	YES	YES
Central Park Drive	Maxwell Drive	Clark Road	YES	YES
Clark Road	Pearson Road	Skyway	YES	YES
Elliott Road	Oakmore Drive	Skyway	YES	YES
Elliott Road	Skyway	Cameron Court	YES	YES
Fir Street	Black Olive Drive	Skyway	YES	YES
Foster Road	Almond Street	Pearson Road	YES	YES
Foster Road	Pearson Road	Skyway	YES	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Foster Road	Wayland Road	Roe Road	YES	YES
Foster Road	Roe Road	Almond Street	YES	YES
Harrison Road	Malibu Drive	Stearns Road	YES	YES
Maxwell Drive	Elliott Road	Skyway	YES	YES
Neal Road	Para. Town Limit	Roe Road	YES	YES
Neal Road	Roe Road	Skyway	YES	YES
Nunneley Road	Clark Road	Sawmill Road	YES	YES
Nunneley Road Ext	Academy Drive	Clark Road	YES	YES
Oliver Road	Skyway	Wagstaff Road	YES	YES
Pearson Road	Skyway	Clark Road	YES	YES
Pearson Road	Clark Road	Pentz Road	YES	YES
Pentz Road	Town Limits	Pearson Road	YES	YES
Pentz Road	Pearson Road	Skyway	YES	YES
Recreation Drive	Buschmann Road	ETMR (at gate)	YES	YES
Roe Road	Neal Road	Foster Road	YES	YES
Sawmill Road	End	Pearson Road	YES	YES
Sawmill Road	Bille Road	Country Oak Drive	YES	YES
Sawmill Road	Pearson Road	Bille Road	YES	YES
Scottwood Road	Buschmann Road	Pearson Road	YES	YES
Skyway	Paradise Town Limits	Paradise Town Limits	YES	YES
South Libby Road	Bennett Road	Pearson Road	YES	YES
Stearns Road	Pentz Road	Country Club Drive	YES	YES
Stearns Road	Pearson Road	Pentz Road	YES	YES
Valley View Drive	Bartels Place	Oliver Drive	YES	YES
Wagstaff Road	Oliver Road	Skyway	YES	YES
Wagstaff Road	Skyway	Pentz Road	YES	YES
Wayland Road	Neal Road	Foster Road	YES	YES
Academy Drive	Pearson Road	Nunneley Rd. Ext.	NO	YES
Acorn Ridge Drive	Chandler Drive	End	NO	YES
Alexander Court	Bille Road Extension	End	NO	YES
Alpine Court	De Mille Road	End	NO	YES
American Way	State Highway 191	End	NO	YES
Angel Way	Newland Road	290's/o Pearson	NO	YES
Apple Lane	Foster Road	End	NO	YES
Apple View Way	Pentz Road	End	NO	YES
Arany Court	Pentz Road	End	NO	YES
Arrowhead Court	End	Pentz Road	NO	YES
Aster Lane	Camellia Drive	End	NO	YES
Bader Mine Road	Skyway	Paradise Town Limit	NO	YES
Bartels Place	Redbud	Valley View Drive	NO	YES
Bella Vista Avenue	Paloma Avenue	Del Monte Avenue	NO	YES
Bellview Drive	Wagstaff Road	End	NO	YES
Bennett Road	Anchor Way	So. Libby Road	NO	YES
Berkshire Avenue	Hillside Dr.	Diamond Avenue	NO	YES
Berkshire Way	End	Bille Road	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Bille Road Extension	Pentz Road	200' e/o Alexander Ct	NO	YES
Blue Danube Drive	Xeno Place	Country Club Drive	NO	YES
Bonnie Lane	Nunneley Road	End	NO	YES
Brook Way	Twin Oaks	End	NO	YES
Brookwood Circle	End	Clark Road	NO	YES
Butte View Terrace	Pearson Road	End	NO	YES
Cabernet Lane	Clark Road	Gate Lane	NO	YES
Camellia Drive	Oliver Road	Oliver Road	NO	YES
Camino	Elliott Road	End	NO	YES
Candlewood Court	End	Gate Lane	NO	YES
Castle Drive	Cliff Drive	Oliver Road	NO	YES
Cathy Lane	Pearson Road	End	NO	YES
Chandler Drive	Redbud Drive	Pinewood Drive	NO	YES
Cherry Lane	Pearson Road	End	NO	YES
Chris Court	Nedry Drive	End	NO	YES
Circlewood Drive	Filbert Street	Circlewood Drive	NO	YES
Circlewood Drive	Neal Road	Filbert Street	NO	YES
Clearview Drive	Xeno Place	Stearns Road	NO	YES
Cliff Drive	Castle Drive	Bille Road	NO	YES
College Hill Road	Pearson Road	Pearson Road	NO	YES
Conifer Drive	Pentz Road	End	NO	YES
Copeland Road	Nunnely Road	Elliott Road	NO	YES
Coral Avenue	Coral Extension	Bille Road	NO	YES
Coral Circle	Coral Avenue	End	NO	YES
Country Club Drive	Pentz Road	Stearns Road	NO	YES
Country Oak Drive	Himmel Street	Sawmill Road	NO	YES
Crandall Way	Pentz Road	Pentz Road	NO	YES
Crestmoor Drive	End	Valley View Drive	NO	YES
Crestview Drive	End	Valley View Drive	NO	YES
Crestwood Drive	Crestview Drive	Crestview Drive	NO	YES
Danika Court	Bille Road Extension	End	NO	YES
Dawnridge Court	Country Oak Drive	End	NO	YES
De Mille Road	De Mille Road	Stearns Road	NO	YES
De Mille Road	De Mille Road	Pentz Road	NO	YES
Dean Road	Pentz Road	500' n/o Dean Pl.	NO	YES
Debbie Lane	Elliott Road	End	NO	YES
Deer Creek Lane	Lucky John Road	Posey Lane	NO	YES
Del Mar Avenue	Elliott Road	End	NO	YES
Del Monte Avenue	Bella Vista Avenue	Buschmann Rd.	NO	YES
Delia Way	North Libby Road	End	NO	YES
Deodara Way	Ingalls Road	End	NO	YES
Diamond Avenue	End	Wagstaff Road	NO	YES
Dogwood Lane	End	Camellia Drive	NO	YES
Dolores Drive	Wagstaff Road	End	NO	YES
Dolores Drive	Wagstaff Road	850' s/o Wagstaff	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Drendel Circle	Stearns Road	Stearns Road	NO	YES
Easy Street	State Highway 191	End	NO	YES
Edgewood Lane	End of Pavement	Pearson Road	NO	YES
Edwards Lane	248' W/O Ripley Ln	Ripley Lane	NO	YES
El Toro Court	Zenith Lane	End	NO	YES
Evergreen Lane	Wagstaff Road	End	NO	YES
Ewald Court	Clark Road	End	NO	YES
Fairview Drive	Maxwell Drive	Maxwell Drive	NO	YES
Falcon's View Court	Country Club Dr.	End	NO	YES
Feather Rock Court	Falcon's View Court	End	NO	YES
Fickett Lane	End	Pentz Road	NO	YES
Filbert Street	Roe Road	Sunburst Street	NO	YES
Fir Street	End	Boquest Boulevard	NO	YES
Firland Drive	End	Skyway	NO	YES
Forest Circle	End	Forest Lane	NO	YES
Forest Lane	Bille Road	230' n/o Forest Cir.	NO	YES
Fox Road	Hazel Way	Sawmill Road	NO	YES
Freestone Court	Sawmill Road	End	NO	YES
Garden View Lane	End	Newland Road	NO	YES
Gate Lane	End	Pentz Road	NO	YES
Ginny Lane	End	Pentz Road	NO	YES
Glen Circle	Pearson Road	Pearson Road	NO	YES
Glen Drive	End	Pearson Road	NO	YES
Glen Park Lane	Glen Drive	Glen Circle	NO	YES
Glen Way	End	Glen Drive	NO	YES
Golden Oaks Road	End	Nunneley Road	NO	YES
Graham Road	Bille Road	Wagstaff Road	NO	YES
Green Oaks Drive	End	Filbert Street	NO	YES
Greenwood Drive	Maxwell Drive	Central Park Drive	NO	YES
Gregory Lane	Wagstaff Road	End	NO	YES
Grinding Rock Road	End	Neal Road	NO	YES
Harvey Road	Bille Road	Wagstaff Road	NO	YES
Hazel Way	End	Mabelle Way	NO	YES
Heavenly Place	Angel Drive	Angel Drive	NO	YES
Henson Road	370' w/o Butte View T	Butte View Terrace	NO	YES
Hickory Way	Circlewood Drive	End	NO	YES
Highland Lane	Sierra Park Drive	Scottwood Road	NO	YES
Hillpark Lane	Pentz Road	End	NO	YES
Himmel Street	Bille Road	Country Oak Drive	NO	YES
Hollis Hill Drive	Chandler Drive	Acorn Ridge Dr.	NO	YES
Hollybrook Drive	Pentz Road	End	NO	YES
Honey Run Road	Para. Town Limit	Honey Run Road	NO	YES
Honey Run Road	Honey Run Road	Skyway	NO	YES
Ingalls Road	Nunneley Road	Elliott Road	NO	YES
Joseph's Court	End	Country Club Drive	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
June Way	End	Shay Lane	NO	YES
Keith Road	Buschmann Rd.	Sierra Park Drive	NO	YES
Kenglo Drive	Nunneley Road	End	NO	YES
Kibler Road	Nunneley Road	Young Avenue	NO	YES
Laguna Court	Malibu Drive	End	NO	YES
Lancaster Drive	Bille Road	Lancaster Drive	NO	YES
Laurel Drive	Castle Drive	Bille Road	NO	YES
Lillian Avenue	End	Pentz Road	NO	YES
Little Grand Canyon	End	Honey Run Road	NO	YES
Locksley Court	Yorkshire Drive	End	NO	YES
Lofty Lane	Skyway	End	NO	YES
Lucky John Road	Bille Road	Wagstaff Road	NO	YES
Mabelle Way	Hazel Way	Sawmill Road	NO	YES
Madrone Way	Oliver Road	Graham Road	NO	YES
Malibu Drive	Royal Canyon Drive	End	NO	YES
Maple Park Drive	Clark Road	Maple Park Drive	NO	YES
Maxwood Drive	Young Avenue	Vista Knolls Drive	NO	YES
McKale Road	State Highway 191	End	NO	YES
Melene Court	Country Oak Drive	End	NO	YES
Merrill Road	Pentz Road	End	NO	YES
Middle Libby Road	Pearson Road	Nunneley Road	NO	YES
Molokai Drive	Ridgecrest Drive	End	NO	YES
Montna Drive	Skyway	Montna Drive	NO	YES
Mountain Meadow Ct	Country Oak Drive	End	NO	YES
Nedry Drive	Merrill Road	End	NO	YES
Neilsen Drive	End	Elliott Road	NO	YES
Newland Road	Pearson Road	Nunneley Road	NO	YES
Newland Road	Pearson Road	Pearson Road	NO	YES
Newman Avenue	Pearson Road	Paradise Avenue	NO	YES
Nielsen Court	Nielsen Drive	End	NO	YES
North Libby Road	Elliott Road	Bille Road	NO	YES
Norwood Drive	Pentz Road	Johnson Drive	NO	YES
Nottingham Drive	Yorkshire Drive	Crestview Drive	NO	YES
Nottingham Park	Crestview Drive	End	NO	YES
Nunneley Road	Sawmill Road	Homestead Place	NO	YES
Oak Way	Bille Road	Wagstaff Road	NO	YES
Oakmore Drive	Elliott Road	Crestview Drive	NO	YES
Oakwood Lane	Skyway	Foster Road	NO	YES
Orchard Drive	Foothill Road	Pacific Drive	NO	YES
Pacific Drive	850' w/o Orchard Dr.	Orchard Drive	NO	YES
Paloma Avenue	End	Buschmann Road	NO	YES
Pamela Drive	End	Bellview Drive	NO	YES
Paradise Avenue	Pearson Road	End	NO	YES
Paradisewood Drive	Pentz Road	End	NO	YES
Park Way Drive	End	Bennett Road	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Parkwood Way	Wagstaff Road	End	NO	YES
Pine View Drive	Elliott Road	End	NO	YES
Pinewood Court	Pinewood Drive	End	NO	YES
Pinewood Drive	Redbud Drive	End	NO	YES
Pintail Court	Foster Road	End	NO	YES
Point West Drive	Valley Ridge Drive	End	NO	YES
Poppy Lane	End	Camellia Drive	NO	YES
Posey Lane	Bille Road	Deer Creek Lane	NO	YES
Princeton Circle	End	Princeton Way	NO	YES
Princeton Way	End	Skyway	NO	YES
Puddle Duck Court	Paradisewood Drive	End	NO	YES
Queen Drive	End	Elliott Road	NO	YES
Rankin Way	Crestmoor Drive	End	NO	YES
Redbud Lane	End	Crestmoor Drive	NO	YES
Redwood Lane	Vista Knolls Drive	Maxwood Drive	NO	YES
Rexdale Lane	Merrill Road	End	NO	YES
Richmond Road	De Mille Road	End	NO	YES
Ridgecrest Drive	Montna Drive	End	NO	YES
Ripley Lane	Edwards Lane	Bille Road	NO	YES
Roberts Road	West Wagstaff Road	Oliver Road	NO	YES
Robin Place	End	Bellview Drive	NO	YES
Rocky Lane	Wagstaff Road	Skyway	NO	YES
Roe Road	Foster Road	End	NO	YES
Rose Lane	Redbud Drive	Crestmoor Drive	NO	YES
Royal Canyon Drive	Country Club Drive	End	NO	YES
Royal Court	Pinewood Drive	End	NO	YES
Royal Point Drive	Point West Drive	End	NO	YES
Russell Drive	Skyway	Skyway	NO	YES
Salida Circle	End	Salida Way	NO	YES
Salida Way	End	Pentz Road	NO	YES
Saxberg Drive	End	Clark Road	NO	YES
Schmale Lane	Skyway	End	NO	YES
Scott Drive	End	Foster Road	NO	YES
Scottwood Road	Kinsey Way	Buschmann Road	NO	YES
Scottwood Road	Pearson Road	East Oak Street	NO	YES
Sequoia Court	Rocky Lane	End	NO	YES
Shadowbrook Way	End	Clark Road	NO	YES
Shay Lane	End	Merrill Road	NO	YES
Sierra Park Drive	Buschmann Road	Pearson Road	NO	YES
Starlight Court	Neal Road	End	NO	YES
Sunburst Drive	Hickory Way	End	NO	YES
Sunset Drive	Cliff Drive	Oliver Road	NO	YES
Sweetbriar Lane	Pentz Road	End	NO	YES
Sylmar Lane	Merrill Road	End	NO	YES
Sylvan Way	Sawmill Road	End	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Tahoe Way	End	Clark Road	NO	YES
Thomasson Lane	Lucky John Road	Skyway	NO	YES
Thornburg Road	De Mille Road	End	NO	YES
Tokay Court	End	Country Club Drive	NO	YES
Topaz Circle	End	Circlewood Drive	NO	YES
Trafalgar Square	Country Club Drive	End	NO	YES
Tranquil Drive	Redbud Drive	Crestmoor Drive	NO	YES
Twin Oaks Drive	Wagstaff Road	End	NO	YES
Valley Ridge Drive	Valley View Drive	Valley View Drive	NO	YES
Valstream Drive	End	Oakmore Drive	NO	YES
Vineyard Drive	Pentz Road	End	NO	YES
Violet Way	Queen Drive	End	NO	YES
Vista Knolls Drive	End	Bille Road	NO	YES
Waggoner Road	Lucky John Road	End	NO	YES
West Wagstaff road	Bille Road	Roberts Road	NO	YES
Wildwood Lane	End	Skyway	NO	YES
Willow Street	Black Olive Drive	Almond Street	NO	YES
Windsor Drive	Queen Drive	End	NO	YES
Woodbrook Circle	End	Clark Road	NO	YES
Xeno Place	End	End	NO	YES
York Towne Manor	Pentz Road	End	NO	YES
Yorkshire Drive	Pinewood drive	Rankin Way	NO	YES
Young Avenue	Maxwood Drive	Kibler Road	NO	YES
Zenith Lane	Dean Road	End	NO	YES



**Town of Paradise
Council Agenda Summary
Date: April 11, 2017**

Agenda Item: 6(a)

Originated by: Gina S. Will, Administrative Services Director/Town Treasurer
David Hawks, Fire Chief

Approved by: Lauren Gill, Town Manager

Subject: California Department of Forestry and Fire Protection (CAL FIRE)
Fire Protection Reimbursement Agreement Renewal

Council Action Requested:

Approve a resolution of the Town Council of the Town of Paradise approving the California Department of Forestry and Fire Protection (CAL FIRE) for services from July 1, 2017 through June 30, 2021 for a maximum amount not to exceed \$15,731,124.

Alternative:

Direct staff to negotiate an alternative agreement with CAL FIRE with a reduced level of service.

Background:

In fiscal year 2010/11, the Town of Paradise was in financial crisis. Revenues were continuing to drop and the Town was in the process of layoffs and personnel restructuring throughout the organization. The Paradise Firefighters Association, at the time, suggested that the Town consider outsourcing fire personnel services to CAL FIRE. After about a year long process of study, discussions and negotiations, an agreement for services was entered into from November 1, 2012 to June 30, 2017.

The Town realized immediate budget savings of about \$250,000 annually from the agreement primarily from the reduction in paid personnel as shown below:

	Town	CAL FIRE	Reduction
Fire Chief	1	0	1
Battalion Chiefs	3	1	2
Captains	6	5	1
Engineers	9	6	3
Firefighters	4	4.5	(0.5)
Communication Operators	0	2	(2)
Totals	23	18.5	4.5

In addition, the Town removed \$11 million in future retiree health obligations from its books and millions more from reducing unfunded pension liability.

The contract is billed based on actual costs to provide services. It has some savings built in as the maximum contract assumes that each individual is paid at the top step of the salary range. Also, as revenues continued to decline, it was clear that additional cost savings was needed. The CAL FIRE management team worked with Town staff to achieve additional savings by not filling post coverage behind employees off due to vacation, illness or training. This means that on some days there were less than three fire personnel at a station. While this limits the Departments daily workforce, it enables the Department to work within budget constraints. The following chart shows the contracted amount versus what was actually paid:

	Contract	Actual	Savings
2012/13 (8 months)**	1,756,845	1,242,876	513,969
2013/14	2,869,274	2,587,935	281,339
2014/15	3,012,737	2,813,304	199,433
2015/16	3,163,374	2,978,719	184,655
2016/17	3,321,543	TBD	TBD

** Contract dated 11/1/12, but services started mid December 2012

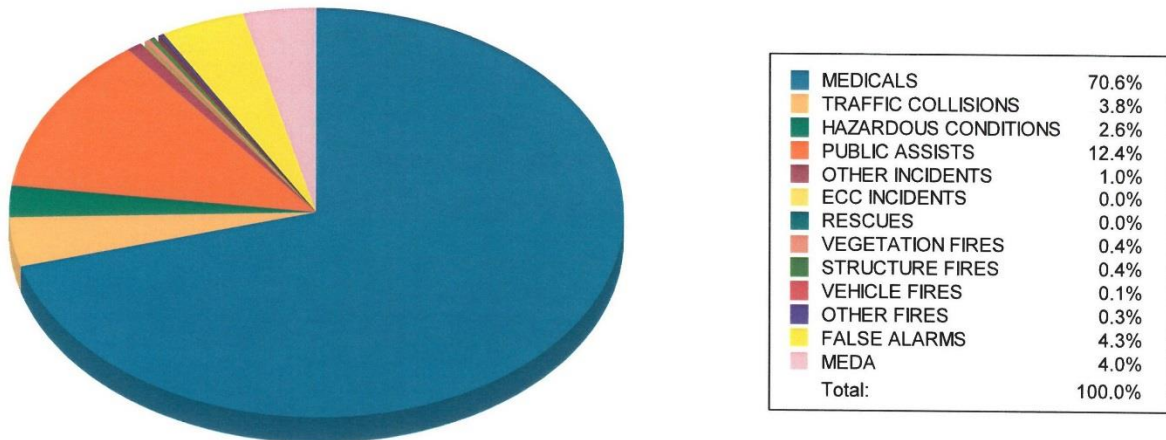
The services provided through this agreement are far better than what the Town could afford to provide had it maintained its own fire personnel. The economies of scale achieved by contracting with CAL FIRE allow the Town to enjoy the full breadth of knowledge, experience and talent of CAL FIRE leadership without paying for the cost of a Fire Chief and two Battalion Chiefs. In addition, the Town is an integrated part of fire protection services in Butte County; receiving and providing mutual aid services automatically. The integrated emergency response involving CAL FIRE, Butte County Fire and Town of Paradise Fire ensures that the closest resources regardless of jurisdiction, respond to emergencies in Paradise and the upper ridge. This helps ensure that ample resources are automatically and seamlessly dispatched to structure, wildland and vehicle fires, rescues, hazardous material incidents, and other multiple engine responses in Paradise.

The Town saw firsthand the strength and power of CAL FIRE these last couple of summers during the drought. The full weight of CAL FIRE resources were used to quickly contain and extinguish nearby and threatening fires. Further demonstrating that all flanks and perimeters of our wildland fire vulnerable community are protected. CAL FIRE and the Town also work very closely together on fire prevention to further eliminate wildland fire hazards in and around the Town.

Interestingly, the calls for service for fire protection and medical aid is increasing much more rapidly than population in the Town of Paradise. Ten years ago, in 2007, the fire department recorded 3,859 calls. In 2011, right about the time the Town started studying the possibility of moving to CAL FIRE, calls reached 4,000. Last year, in 2016 the fire department recorded 4,491 calls which is a 16% increase in 10 years. 30% of its

calls or 1,337 were run from Amador station 35 (which the Town only provides funding for about seven months of the year), 33% or 1,498 from Station 81 and 37% from station 82 or 1,653. Following is a breakdown of the types of calls:

INCIDENT ACTIVITY BY TYPE FOR PARADISE FD



Discussion:

The proposed fire protection service renewal is from July 1, 2017 through June 30, 2021. The agreement proposes funding for the same number of personnel and the same level of service. However, there is a substantial increase in costs, especially the first year. The increasing State required hourly minimum wage created compaction up through the ranks of the organization. The agreements CAL FIRE has now reached with its employee groups are incorporated into the proposed agreement as follows:

2017/18	Actual Raise & Benefit increases	3,764,406	13% above 2016/17
2018/19	Raise 3.5% +2% Benefit Rate	3,874,279	3% above 2017/18
2019/20	Raise 2.75% +2% Benefit Rate	3,988,633	3% above 2018/19
2020/21	Raise 2.75% +2% Benefit Rate	4,103,806	3% above 2019/20

In today's dollars, with the increased costs to amortize unfunded Pension costs, other benefits and salaries for employees, the Town would pay at least \$600,000 more to attempt to bring fire personnel back in-house and recreate a similar staffing level. Not to mention, the millions of dollars of post retirement benefit obligations it would add back to its books.

The proposed staffing levels are important to maintain because the success of emergency response is based on the timing and weight of response; e.g. arriving at an emergency quickly and with enough personnel and equipment to handle the emergency.

Firefighting is labor intensive and time sensitive. To achieve successful outcomes firefighters need to arrive promptly, work as a team in unison with other crews to abate the emergency whether that be a fire, rescue, hazardous material incident, patient extraction, or serious medical emergency. The National Fire Protection Association standard for urban (population greater than 1,000 per square mile) firefighting recommends assembling 15 firefighters within 9 minutes at a residential structure fire 90% of the time. Even with an integrated response and staffing at the current level, this is a difficult standard to meet.

Fiscal Impact:

The increased costs in this contract will place further strain on the already constrained General Fund budget. However, if Town Council and the community want to maintain the same level of service for the community, this contract is the only alternative. The General Fund cannot absorb these additional costs into its budget without the help of Measure C. Measure C is currently funding \$150,000 a year of the existing CAL FIRE agreement. Staff recommends increasing Measure C support to \$250,000 per year. Measure C and the proposed agreement both terminate in fiscal year 2020/21. Further, the Town will ask CAL FIRE leadership to manage the contract and achieve savings of around \$200,000 the first year. This seems very possible given the savings achieved with the first contract and CAL FIRE has committed to making this happen.

**TOWN OF PARADISE
RESOLUTION NO. 17-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE FOR
SERVICES FROM JULY 1, 2017 TO JUNE 30, 2021, CONTRACT 2CA03518**

WHEREAS, the California Department of Forestry and Fire (CAL FIRE) has provided fire protection and other services to the Town of Paradise since November 1, 2012. CAL FIRE has submitted a new agreement to provide fire protection service to the Town of Paradise; and

WHEREAS, Town Council has reviewed the provisions of the new agreement from CAL FIRE and determined that it is in the best interest of the Town to enter into a new agreement.

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

Section 1. Town Council does hereby approve the attached agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated July 1, 2017 through June 30, 2021 (Agreement). This Agreement provides fire protection services by CAL FIRE for the Town during the State fiscal year 2017/2018 through fiscal year 2020/21.

Section 2. The Town Mayor is authorized to execute the Agreement on behalf of the Town of Paradise.

Section 3. The Town Manager shall be the Contract Administrator for the Agreement.

PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 11th day of April, 2017, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Scott Lotter, Mayor

ATTEST:

APPROVED AS TO FORM:

DINA VOLENSKI, Town Clerk

DWIGHT L. MOORE, Town Attorney

--CERTIFICATION OF RESOLUTION--

ATTEST:

I, Dina Volenski, Town Clerk of the Town of Paradise, California do hereby certify that this is a true and correct copy of the original Resolution No. _____.

WITNESS MY HAND OR THE SEAL OF THE TOWN OF PARADISE, on this ____ day of _____, 2017.

Dina Volenski, Town Clerk
Town of Paradise

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**
LG-1 REV. 01/2017

AGREEMENT NUMBER	2CA03518
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

Town of Paradise

2. The term of this Agreement is: July 1, 2017 through June 30, 2021

3. The maximum amount of this Agreement is: \$ 15,731,124.00
Fifteen million, seven hundred and thirty one thousand, one hundred and twenty four dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	5	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	12	pages
Exhibit E – Description of Other Services	2	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



LOCAL AGENCY		California Department of General Services Use Only
LOCAL AGENCY'S NAME Town of Paradise		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING Scott Lotter, Mayor		
ADDRESS 5555 Skyway, Paradise, CA 95969		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING Chris Rowney, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety		
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460		

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Darren Read	Local Agency:	Town of Paradise
Name:	Butte Unit	Name:	Scott Lotter
Phone:	(530) 538-7111	Phone:	(530) 872-6291
Fax:	(530) 538-7401	Fax:	(530) 877-5059

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Darren Read	Local Agency:	Town of Paradise
Section/Unit:	Support Services	Section/Unit:	Town Manager
Attention:	Lisa Koehler	Attention:	Lauren Gill
Address:	176 Nelson Avenue	Address:	5555 Skyway
Phone:	(530) 538-7111	Phone:	(530) 872-6291
Fax:	(530) 538-7401	Fax:	(530) 877-5059

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
- 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS**: Time is of the essence in the performance of this agreement.
12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE:** An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION:** A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **Affirmative Action.** STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **Drug and Alcohol-Free Workplace.** As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services.** STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **Confidential Information.** "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL AGENCY agree to take all necessary measures to protect Confidential Information and shall

impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such

vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

EXHIBIT D, SCHEDULE A
LOCAL FUNDED – STATE RESOURCES
FISCAL DISPLAY
PRC 4142

NAME OF LOCAL AGENCY: Town of Paradise

CONTRACT NUMBER: **2CA03518**

Index: 2100

PCA: 27170

Fiscal Year: 2017/18 to 2020/21

This is Schedule A of Cooperative Agreement originally dated July 1, 2017, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

THIS IS SCHEDULE A -4142 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 2017
BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AND THE TOWN OF PARADISE, A LOCAL AGENCY.

PERSONAL SERVICES

No Class.	Period	Mos	Rate	Total Salary	Benefits	Total	
Salaries							
Station 1	2 Captain	7/1-6/30	24	\$5,299	\$127,176	\$113,263	\$240,439
	2 Engineer	7/1-6/30	24	\$4,700	\$112,800	\$100,460	\$213,260
	2 FFII	7/1-6/30	24	\$4,216	\$101,184	\$90,114	\$191,298
Station 2	2 Captain	7/1-6/30	24	\$5,299	\$127,176	\$113,263	\$240,439
	2 FAE	7/1-6/30	24	\$4,700	\$112,800	\$100,460	\$213,260
	2 FFII	7/1-6/30	24	\$4,216	\$101,184	\$90,114	\$191,298
Station 35	Captain	7/1-6/30		\$5,299	\$0	\$0	\$0
	Engineer	7/1-6/30		\$4,700	\$0	\$0	\$0
	1 FFII	7/1-6/30	7	\$4,137	\$28,959	\$28,174	\$57,133
Relief	1 Captain	7/1-6/30	12	\$5,299	\$63,588	\$56,631	\$120,219
	2 Engineer	7/1-6/30	24	\$4,700	\$112,800	\$100,460	\$213,260
	FFII	7/1-6/30		\$4,216	\$0	\$0	\$0
Command	1 Division Chief	7/1-6/30	0	\$11,194	\$0	\$0	\$0
	1 Battalion Chief	7/1-6/30	12	\$6,381	\$76,572	\$68,195	\$144,767
Dispatch	2 Comm Ops	7/1-6/30	24	\$5,545	\$133,080	\$86,608	\$219,688
<u>Overtime and Supplemental Pay</u>							
FLSA	5 Captain		60	\$2,926	\$175,560	\$86,270	\$261,830
	6 Engineer		72	\$2,599	\$187,128	\$87,108	\$274,236
	4 FFII		48	\$2,336	\$112,128	\$52,196	\$164,324
	1 Batt. Chief		12	\$3,516	\$42,192	\$19,640	\$61,832
	1 FFII		8	\$2,182	\$17,456	\$8,578	\$26,034
Extended I	1 Divison Chief		0	\$1,954	\$0	\$0	\$0
Unplanned 1 1/2 Time	Safety				\$405,000	\$5,873	\$410,873
	Miscellaneous - HEM				\$3,333		\$3,333

Supplemental Pay

Education						
16 Employees	192	\$75	\$14,400	\$209	\$14,609	
Haz Mat	4 Employee	36	\$150	\$5,400	\$78	\$5,478
		Totals	\$2,059,916	\$1,207,695	\$3,267,611	
				Subtotal Personal Service		\$3,267,611

OPERATING EXPENSE

No Type	Mos Rate				Total
Travel in state					
Supplies					
Training					\$28,340
Schedule D Maint.					
				Subtotal travel in state	\$28,340
Personal care					
Uniform allowance					
16 Full Time Wearers (Unit 8)	\$2,150	\$34,400	\$10,626	\$45,026	
2 Comm. Op.	\$950	\$1,900	\$587	\$2,487	
7 Full Time Wearers (Unit 8)	\$179	\$1,253	\$387	\$1,640	
				Subtotal Uniforms	\$47,513
				Total Operating Costs	\$75,853

Total personal service and Operating Expense **\$3,343,464**

Administrative charge 12.59% \$420,942

17/18 **GRAND TOTAL SCHEDULE A** **\$3,764,406**

18/19 Est. MOU 3.5% Salary + 2% Benefit Rate Increase **\$3,874,279**

19/20 Est. MOU 2.75% Salary + 2% Benefit Rate Increase **\$3,988,633**

20/21 Est. MOU 2.75% Salary + 2% Benefit Rate Increase **\$4,103,806**

Contractor Name: Town of Paradise

Contract No: 2CA03518

Page No.: 20

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY:Town of Paradise

This is Schedule B of Cooperative Agreement originally dated July 1, 2017, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: **2017/18 to 2020/21**

(See Attached)

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

COMMAND/ADMINISTRATION

- 1 Unit Chief
- 1 Assistant Chief North Operations
- 1 Assistant Chief South Operations
- 1 Assistant Chief, Administration
- 1 Assistant Chief, Resource Management
- 1 Forestry Equipment Manager
- 8 Battalion Chiefs (5 Field, CAAB, ECC, Training, VMP)
- 1 Forester I, Magalia Area
- 3 Fire Captains, ECC
- 1 Communications Operator
- 1 Forestry Logistics Officer I

FIRE PREVENTION

- 1 Battalion Chief
- 1 Fire Prevention Captain
- 1 Fire Prevention Specialist II

FIRE CONTROL

Fire Stations (10)

- | | | |
|-----------------------|----------------------------|--------------------------|
| Oroville (2) Engines | Feather Falls (1) Engine | Butte Meadows (1) Engine |
| Cohasset (1) Engine | Robinson Mills (2) Engines | Stirling City (1) Engine |
| Paradise (2) Engines | Forest Ranch (2) Engines | Harts Mill (2) Engines |
| Jarbo Gap (2) Engines | | |

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY:Town of Paradise

This is Schedule C of Cooperative Agreement originally dated July 1, 2017, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: **2017/18 to 2020/21**

(See Attached)

EXHIBIT D, SCHEDULE C
FISCAL YEAR 2017/18 TO 2020/21

Schedule C items are included in the Town of Paradise Annual Operating and Capital Budget which are approved annually by the Town Council and are subject to the Town's financial limitations. They provide the basic operating needs of the fire department exclusive of the personnel included in Schedule A of this agreement. Examples of these supplies and equipment include:

Administrative Assistant II

Office Supplies and Equipment

Postage

Fire Station Cleaning, Living Supplies, and Facility Maintenance

Utilities – Telephone, Water, Electricity and Gas, and Propane

HazMat JPA Contribution

Operating Supplies – Batteries, EMS Equipment and Supplies, Engine Supplies, Foam, Hand-tools

Personal Protective Equipment

Repair and Maintenance Supplies for Apparatus and Equipment

Fuel for Fire Engines and Vehicles

Repair and Maintenance Service for Engines, Vehicles, Compressors, Extinguishers, Radios, Rescue Tools, and SCBA's

EMT Recertification

Fire Incident Emergency Costs

Equipment – Chainsaw, Fire Hose & Nozzles

Fire Apparatus and Vehicles

Fire Volunteer Stipends and Benefits

Fire Volunteer Operating Supplies – Personal Protective Equipment, Pagers, Badges, and Uniforms

Fire Volunteer New Hire Physical & Fingerprinting and Annual Medical Exams

EXHIBIT D, SCHEDULE D (page one)

LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY:Town of Paradise

This is Schedule D of Cooperative Agreement originally dated July 1, 2017, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: **2017/18 to 2020/21**

The current "Salary, Pay Differentials, and Operating Expense Schedule" Memorandum under Operating Expenses, Vehicle Maintenance includes the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in the Exhibit D, Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category excludes, all surveyed CAL FIRE vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)

State shall:

- a. Provide fuel, oil, lubrication, batteries, tires and tubes,
- b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.
- c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

EXHIBIT D, SCHEDULE D (page two)
LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

(2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:

- a. Provide fuel, oil, lubrication, batteries and tires and tubes.
- b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.

Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

(3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.

(4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.

(5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

<u>Category</u>	<u>Year Model</u>	<u>Type</u>	<u>License Number</u>
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EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2017, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:Town of Paradise

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2017/18 to 2020/21

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____	Signature	_____	Printed Name
Mayor			
_____		_____	Date
Title			

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____	Signature	_____	Printed Name
Mayor			
_____		_____	Date
Title			

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____	Signature	_____	Printed Name
Mayor			
_____		_____	Date
Title			

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

This agreement provides for:

One Battalion Chief funded by the Town (72 hour, three-day coverage) with the remaining coverage provided by a CAL FIRE funded Battalion Chief. This provides for 24/7 operational battalion coverage that is shared across jurisdictional boundaries. The emergency response goal for the covering Battalion Chief is 20 to 30 minutes assuming no other incident activity. The Town will maintain an office for temporary use at Fire Station 81 as needed for the covering Battalion Chief. In addition, the Town will maintain an office, for permanent usage by the CAL FIRE North Division Chief.

Through the contract the Town will fund the staffing of two fire stations with one engine each. Staffing will consist of three people on each engine, a Fire Captain, Fire Apparatus Engineer and Firefighter II; plus, the Town will provide relief positions commensurate with the Town's annual budget. In addition, CAL FIRE Station 35 in the northern portion of Town will be fully integrated in to the Town's response plan. The Town will share in the cost of CAL FIRE Station 35 during the "Amador" period. The "Amador" period is up to a 7-month period during the late fall, winter and early spring. During the Amador period the Town will fund 1 (one) Firefighter 1.

CAL FIRE will provide the Town during its quarterly billing with a breakdown of personnel costs, salaries, overtime, and employee benefits.

Additional operational & management considerations are as follows:

Executive Leadership related to the cooperative agreement is provided by the CAL FIRE Butte Unit Chief. The CAL FIRE North Division Chief will provide the day-to-day leadership and management of the Paradise Fire Department. CAL FIRE will also provide a 24/7/365 Unit Duty Chief as the primary point of contact for immediate needs in the absence of the North Division Chief. The Unit Duty Chief is rotated amongst the CAL FIRE Division Chiefs within the unit; this individual may be reached at (530) 538-6068. CAL FIRE will notify the Town if there is a change to the Unit Duty Chief phone number.

Fire dispatching is provided by the CAL FIRE/Butte County Fire Department Emergency Command Center (ECC) located in Oroville. The Town will fund two dispatchers (Communications Operator) each year of the agreement. The emergency response plans within the Town will mirror that of CAL FIRE/Butte County and will be maintained by ECC personnel.

CAL FIRE will support the Town funded volunteer program which includes assistance with recruiting, training, and dispatching volunteer firefighters consistent with the standard response plan for the Town and applicable codes and statutes. The Town funded volunteers are employees of the Town for purposes of worker's compensation and other employee related requirements.

CAL FIRE will provide, on an emergency basis, assistance troubleshooting and if possible repairing Town fire engines. Actual costs for this service will be billed in an amount not to exceed \$3,333 an any full fiscal year of this agreement.

The Paradise Fire Department is a member of the countywide response to hazardous material and rescue incidents throughout Butte County. As a part of the Butte County Fire Chiefs Joint Powers Agreement for hazardous material response (Hazmat JPA) and the Butte County Rescue Group (BIRG) for rescue response the Town will continue to support and fund the training and response of 4-6 employees under the Hazmat JPA and 4 employees under the BIRG agreement.

CAL FIRE will assist the Town with fire prevention and investigation services including public education and information, life safety inspections and preliminary fire investigations. CAL FIRE personnel will also support evacuation and other related emergency planning and fuel reduction efforts of the Town and the independent Paradise Ridge Fire Safe Council. Typically, this service will be provided by engine personnel, the Town Battalion Chief and/or North Division Chief.

CAL FIRE will provide arson investigation and law enforcement assistance on an as-needed basis and as assistance to the Town of Paradise Police Department. The Town of Paradise will continue to support fire department personnel assigned to the Butte County Fire Investigation Team.

Fire Marshal duties are assigned within the Town of Paradise Development Services Department. Plan review, life safety, fire code, and development issues that involve the fire department will be carefully coordinated between the fire department and the fire marshal.

For Town of Paradise fire vehicles traveling to state incidents, training or other state required meetings, CAL FIRE will supply a Voyager gas card.



TOWN OF PARADISE
Council Agenda Summary
Date: April 11, 2017

Agenda No. 6(b)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Measure C Bille Rd Overlay 2017

COUNCIL ACTION REQUESTED:

1. Adopt a resolution approving the plans and specifications for the Measure C Bille Rd Overlay 2017 and authorizing advertisement for bids on the project.

Background:

On March 28, 2017, during a Measure C Oversight Committee Meeting, the Committee concurred with staff recommendation to proceed with preparing a road maintenance project for bid. The project would help to maintain and extend the life of Bille Road between Fern Lane and Oliver Road. The proposed project will install a 1.5" asphalt leveling course over the existing roadway followed by 1.2" asphalt overlay. The timing of this road project is especially critical for two reasons: (1) the age and deterioration of the road in the proposed project limits, and (2) the ability to achieve a higher economy of scale with the Town's three other awarded grant projects, should competitive bidding yield a contractor who is already mobilized in Paradise.

Analysis:

Public Works has prepared the plans, specifications, and cost estimate for Measure C Bille Road Overlay. With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:

Advertise for bid:	April 12-May 3, 2017
Award Contract:	May 9, 2017
Construction:	Summer 2017

The plans and specifications for the project are on file in the Public Works office for review.

Financial Impact:

Funding for the Measure C Bille Rd Overlay 2017 project is proposed to come from local Measure C funds. The total estimated construction cost is \$120,000. A detailed project accounting description will be made available at the time of contract award.

**TOWN OF PARADISE
RESOLUTION NO. _____**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE APPROVING THE PLANS, SPECIFICATIONS AND
ESTIMATES FOR MEASURE C BILLE RD OVERLAY 2017 AND
AUTHORIZING ADVERTISEMENT FOR BIDS ON THE PROJECT**

WHEREAS, staff has identified Bille Road between Fern Lane and Oliver Road to be in need of an asphalt overlay; and,

WHEREAS, maintenance of the Town's roads is imperative in reducing future construction costs; and,

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 Measure C Bille Rd Overlay 2017 described in the Town Council Agenda Summary for this Resolution are hereby approved.

Section 2. The Public Works Department is authorized to advertise the Measure C Bille Rd Overlay 2017.

Section 3. The Measure C Bille Rd Overlay 2017 is exempt from the provisions of the California Environmental Quality Act pursuant to Title 14 California Code of Regulations Section 15301.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 11th day of April, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Scott Lotter, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: April 11, 2017

Agenda No. 6(c)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Pearson Rd Bike-Ped Improvements Phase II Approval of Plans, Specifications & Estimates and Advertisement for Bids

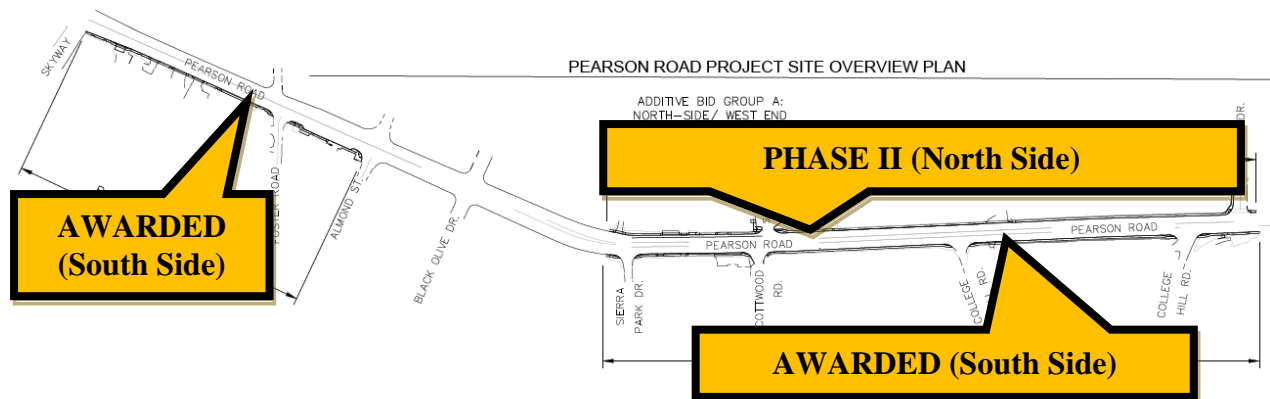
COUNCIL ACTION REQUESTED:

1. Adopt a resolution approving the revised plans and specifications for the Pearson Rd Bike-Ped Improvements Phase II and authorizing advertisement for bids on the project.

Background:

The Town of Paradise was awarded an Active Transportation Program (ATP) grant for the construction of sidewalks, curbs and gutters (where currently absent) along both sides of Pearson Rd between Skyway and Academy Drive. Following the completion of design and two bid advertisement cycles for construction, the Town of Paradise was forced to award the project for the south side of Pearson Rd only. This action was supported by the California Transportation Commission, under the condition that the original scope of work would be delivered by the Town of Paradise without any additional ATP funds provided.

To ensure a successful follow-through, the Town immediately began working with Butte County Association of Governments to secure an additional grant using Federal Congestion Mitigation Air Quality funds. The additional grant amount is \$700,000 and would complete the remaining work along the north side of Pearson Road between Black Olive Drive and Academy Drive.



Analysis:

Staff has completed full revisions to the project construction Plans, Specifications and Estimates. The project will include improvements to bike lanes, construction of sidewalks, curbs and gutters along the north side of Pearson Rd between Black Olive Drive and Academy Drive. Work also includes minor drainage improvements at Academy Drive.

With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:

Approve PS&E:	April 11, 2017
Advertise for bid:	April-May 2017 (pending Federal approval)
Award Contract:	June 13, 2017 (or special meeting, as necessary)
Construction:	April-August 2017

Financial Impact:

The construction of the Pearson Rd Bike-Ped Improvements will be 100% funded from the Congestion Mitigation and Air Quality grant. The project engineer's estimate and grant budget for construction is \$700,000. A more detailed project accounting will be presented at time of award.

**TOWN OF PARADISE
RESOLUTION NO. 17-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE APPROVING THE PLANS, SPECIFICATIONS AND
ESTIMATES FOR PEARSON RD SR2S CONNECTIVITY AND
AUTHORIZING ADVERTISEMENT FOR BIDS ON THE PROJECT.**

WHEREAS, the Town of Paradise has received a \$700,000 allocation of Congestion Mitigation & Air Quality funds; and,

WHEREAS, the Pearson Rd Bike-Ped Improvements Phase II remains consistent in scope with the approved grant award by constructing safe sidewalk facilities along the north side of Pearson Road between Black Olive Drive and Academy Drive.

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 Pearson Rd Bike-Ped Improvements Phase II described in the Town Council Agenda Summary for this Resolution are hereby approved.

Section 2. The Public Works Department is authorized to advertise the Pearson Rd Bike-Ped Improvements Phase II.

Section 3. The Pearson Road Bike-Ped Improvements Phase II is exempt from the provisions of the California Environmental Quality Act pursuant to Title 14 California Code of Regulations Section 15301.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 11th day of April, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Scott Lotter, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
April 11, 2017

AGENDA NO. 6(d)

ORIGINATED BY: Craig Baker, CDD Director

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Planning Commissioner Vacancy due to expiration of term of office on June 30, 2017.

COUNCIL ACTION REQUESTED: Consider re-appointing one Planning Commissioner, Martin Nichols whose term will expire on June 30, 2017 for one 4-year term effective July 1, 2017 through June 30, 2021.

ALTERNATIVE ACTION:

Approve the Notice of Vacancy and application and authorize staff to advertise the existing vacancy on the Planning Commission, which will include a legal notice, posting on the Town's website and a press release.

- a. Set an application deadline of May 11, 2017 at 5:00 p.m.;
- b. Designate two Town Council Members to serve as an interview panel for the Planning Commission interview process;
- c. Direct staff to assist the interview panel by providing suggested questions and a scoring matrix for candidates, and coordinating the date(s) and time(s) for the interviews during the week of May 22nd;
- d. Schedule appointment to the vacancies for the June 13, 2017, regular meeting with appointment to become effective immediately.

BACKGROUND: The Paradise Planning Commission consists of a five member board that was established by ordinance (Paradise Municipal Code Sections 2.12.030 through 2-12-039) to serve as an advisory board to the Paradise Town Council. The Commission meets once a month on the third Tuesday of the month at 6:00 pm.

The Town Council generally appoints citizens to vacancies of boards and commission by authorizing recruitment by application and scheduling appointments at a regular meeting. The Town Council has also utilized an interview process where two Council Members serve as an interview panel and make recommendations for appointment to the Council.

MEMBERS	DATE APPOINTED	TERM OF OFFICE
CLARKSON, James	06/05/12 1 st Appointment 08/16/16 2 nd Appointment	07/01/16 to 06/30/20 08/16/16 Sworn In
GROOM, Raymond Chair	06/09/15 1 st Appointment	07/01/15 to 06/30/19 07/21/15 Sworn In
NEUMANN, Stephanie	02/12/13 1 st Appointment Replaced Greg Bolin 08/16/16 2 nd Appointment	07/01/13 to 06/30/20 06/16/16 Sworn In
NICHOLS, Martin	07/08/14 1 st Appointment Replaced Jody Jones	07/08/14 to 06/30/17
TOWSLEE, Anita Vice Chair	06/09/15 1 st Appointment	07/01/15 to 06/30/19 07/21/15 Sworn In

DISCUSSION: Commissioner Martin Nichols has informed the Community Development Director that he would like to serve another term on the Paradise Planning Commission.

RECOMMENDATION: Consider appointment process for Planning Commission vacancy and reappoint the one sitting Planning Commissioner, Martin Nichols for another four-year term effective July 1, 2017 through June 30, 2021.

FISCAL IMPACT: None

Martin J. Nichols
6475 Apple Creek Drive
Paradise Ca. 95969

April 5, 2017

Craig Baker,
Community Development/Planning Director
Town Hall
5555 Skyway
Paradise, CA. 95969

Dear Mr Baker:

Re: Request for Reappointment to the Paradise Town Planning Commission

I was appointed to the Planning Commission in 2015 to complete the term of Jody Jones when she was selected to fill to the vacancy on the Town Council. That partial term ends on June 30, 2017 and I hereby respectfully request to be appointed by the Town Council to a full term as a Town of Paradise Planning Commissioner.

As you may remember, I have significant service as an executive in various California local government agencies. With this and my planning Commission experience, I believe I can continue to provide leadership on the Commission as the Town works through the upcoming new projects and the decisions that will need to be made on the proposed sewer and the new marijuana laws.

Martin J. Nichols



**Town of Paradise
Council Agenda Summary
Date: April 11, 2017**

Agenda Item: 6(e)

Originated by: Gina S. Will, Administrative Services Director/Town Treasurer
Approved by: Lauren Gill, Town Manager
Subject: 2016/17 and 2017/18 Operating and Capital Budget Status Update

Council Action Requested:

1. Review the report presented related to the 2016/17 budget and approve the recommended budget adjustments; and,
2. Amend position control and budget appropriation for Animal Control Services; and
3. Consider the reported progress on the 2017/18 budget and provide any necessary staff direction.

Alternatives:

Decline approval of 2016/17 budget adjustments, position control and budget appropriations and provide staff alternative direction.

Background:

On February 14, 2017 the Town Council was presented with a comprehensive mid-year budget review of the 2016/17 operating and capital budget. Budget adjustments were approved based on the trends and projections identified at that time. Now the Town has completed nine months of the 2016/17 fiscal year and staff continues to carefully monitor the budget identifying significant changes in revenues and/or expenses.

The mid-year budget report also starts the next year budget cycle. On March 21, 2017, Town Council identified goals and priorities for the upcoming fiscal year. The goals focus on maintaining quality services and ways to diversity revenues for future sustainability.

Discussion:

Fund 1010 – General Fund

Staff analyzed a General Fund Budget Performance Report to date for the 2016/17 fiscal year in order to review trends or significant swings in revenues and expenses and to identify needed budget adjustments. A copy of this report is attached for review. The following information was derived from this analysis and highlights of the recommended adjustments are summarized below:

Revenues

- Measure C: The 0.50% transaction and use tax approved by the voters, took effect April 1, 2015. The Town has now received seven full quarters of receipts. The most recent quarter reflects receipts from October through December 2016. These receipts were a little higher than the same quarter in 2015/16. To remain conservative staff will assume that the remaining two quarters are equal to the prior year. The receipts to date support an estimate of about \$1.273 million an increase of \$8,923 for 2016/17 as shown below:

	2014/15	2015/16	2016/17
July – Sept		281,981	345,045
Oct – Dec		321,399	329,416
Jan – Mar		298,462	TBD
Apr – June	291,666	334,369	TBD
Totals	291,666	1,236,212	1,272,923

- Real Property Transfer Tax: With eight months of receipts recorded, the trend is about an 11% growth in real property transfer taxes supporting an increase of \$5,327 to \$82,751.
- Franchise Fees: The Town just received the annual notification of the annual franchise fees from Pacific Gas and Electric reflecting growth of 8%. Two quarters of receipts have been recorded for Comcast and Northern Recycling with 4% and 2% growth respectively. In total 4.9% growth is expected an increase of \$21,671 to \$929,830.
- Transient Occupancy Tax: Two quarters of receipts have been recorded with total combined growth of about 2%. However, the Town was recently able to collect three years of back taxes from an assisted living facility who on occasion rents a room to visitors of their tenants. Staff intends to reach out to other assisted living facilities to see if others have similar circumstances. This results in an increase of \$5,050 for a total of \$218,671.
- State Revenues – Other: The State is not releasing state mandated cost reimbursements in 2016/17. \$5,000 was removed at mid-year and staff is recommending to remove another \$5,000 from the budget.

- Motor Vehicle in Lieu – Prior Year: The State released a prior year true-up adjustment in the amount of \$11,745. It is recommended that the budget be increased by that amount bringing total expected receipts to \$2.25 million.

To summarize, the Town is expected to receive \$47,716 more in revenues for 2016/17 than currently budgeted. \$8,923 in Measure C receipts and \$38,793 in other receipts.

Expenses:

- County Election Services: Staff underestimated the cost of the most recent election of Council members. The last election costs were for Measure C and Council elections and it was thought that the costs were split more evenly between the two. The recent election cost \$8,122 more than expected.

These adjustments result in a net increase of \$39,594 and improves the General Fund Ending Fund Balance and Cash Flow Reserves as shown below:

	2016/17 Amended Budget	2016/17 Proposed Budget	2016/17 Budget Adjustments
Measure C Revenues	\$1,264,000	\$1,272,923	\$8,923
Measure C Expenses	(1,398,559)	(1,398,559)	(0)
Measure C Net Income	\$(134,559)	\$(125,636)	\$8,923
<hr/>			
GF Revenues	\$11,086,521	\$11,125,314	\$38,793
GF Expenses	(11,068,850)	(11,076,972)	(8,122)
GF Net Income	\$17,671	\$48,342	\$30,671
<hr/>			
Measure C Ending Fund Balance	\$507,985	\$516,908	
GF Ending Fund Balance	3,019,880	3,050,551	
Total Ending Fund Balance	\$3,527,865	\$3,567,459	
<hr/>			
<i>Designated Reserves – Measure C</i>			
Assigned – Final Year	283,274	283,274	
Assigned – Police Vehicles	86,403	86,403	
Unassigned – Contingencies	138,308	147,231	
<hr/>			
<i>Designated Reserves – General Fund</i>			
Non-spendable (RDA & Other)	1,950,203	1,950,203	
Assigned – Abatements	20,000	20,000	
Unassigned – Cash Flow	1,049,677	1,080,348	

Fund 2070 – Animal Control Services

The 2016/17 fiscal year budget includes authorization for the current Animal Control personnel structure. This includes one full-time Animal Control Supervisor for 40 hours per week, one full-time Animal Control Officer for 36 hours per week, one three-quarter time Animal Control Office Assistant for 30 hours per week and two part-time Animal Control Shelter Assistants for 18 hour each per week. Throughout the year the Department has experienced two vacancies in the Shelter Assistant position, the first in August 2016 and the second in February 2017. The Department has been recruiting to fill these positions since the first vacancy occurred, however; for a variety of reasons, the efforts have been unsuccessful and at this time only one candidate remains potentially viable and is undergoing the background process.

During the Town Council Goal Setting meeting on March 21, 2017, the Town Council requested Staff to bring forward a comprehensive operational plan for Animal Control. Staff is currently researching the optimal staffing and operations model to present to Council during the 2017/18 budget process. However, the Department has a current, pressing need to fill vacancies in order to fulfill the basic needs of the operation of the Animal Shelter and Animal Control. Staff is proposing that Council approve the hiring of a 36-hour per week Animal Control Officer in lieu of one of the 18-hour per week Animal Shelter Assistants.

This staffing modification serves three purposes:

1. It allows the Animal Shelter to provide for the daily cleaning and feeding of the animals residing in the Shelter.
2. Provides Animal Control Officer coverage seven days per week instead of the current six days per week.
3. It allows the Animal Control Supervisor to devote a greater percentage of her time to supervising, developing, training and auditing the duties and performance of all Animal Control Services employees.

Revenues:

Continued vacancies in Animal Control correlate to reduced revenues as the focus is shifted to basic shelter functions and less proactive efforts to monitor and address animal control functions. As a result, the following revenues are recommended for reduction:

- Fines and Citations - \$2,500
- Dog Licenses - \$1,000

In addition, Paradise Animal Shelter Helpers (PASH) is reducing their financial support of the shelter. Their members are continuing to volunteer countless hours to the care and comfort of the animals at the shelter. They continue to help with the funding of adoptions and neutering for those in Town that have financial hardship. But, they are choosing to reduce financing to the Town for normal shelter expenses like utilities, rendering and food. They will continue to financially support veterinary care and medications. As a result the Town should expect \$9,540 less in reimbursements.

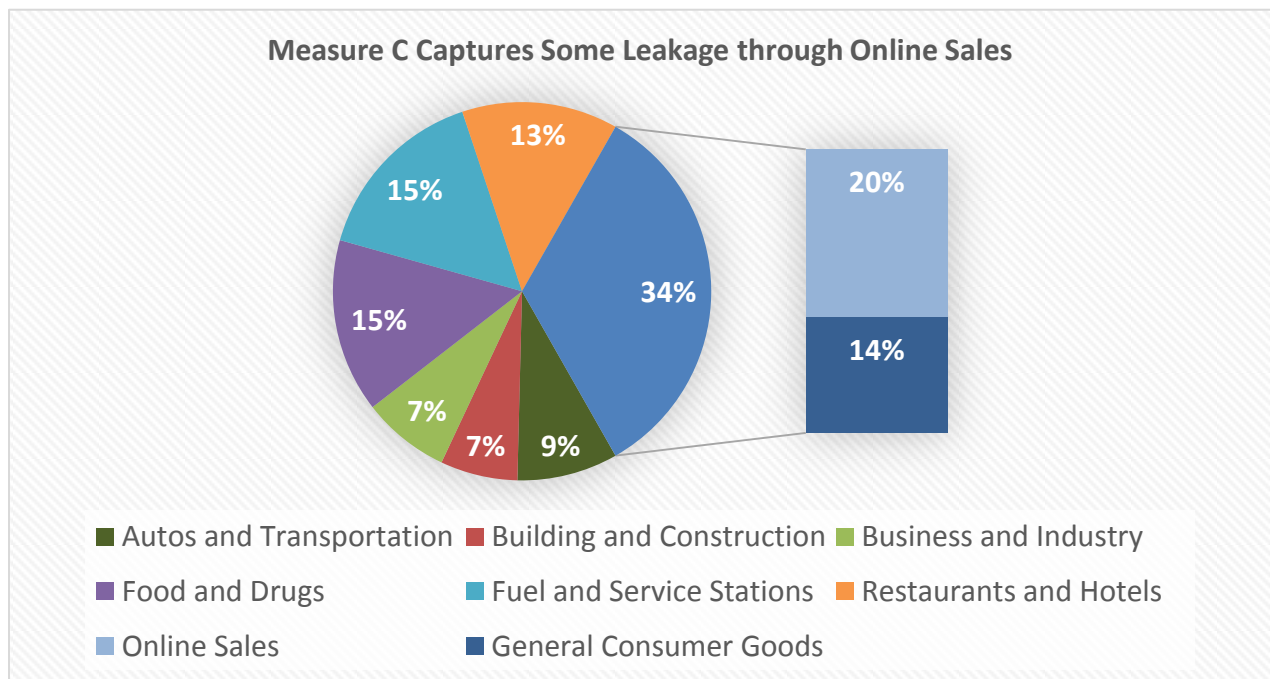
Expenses:

If Town Council approves the recommended position control staffing modifications and hires another Animal Control Officer in lieu of one of the Animal Shelter Assistants, there is still salary and benefit savings of about \$3,403 from the current vacancies for this fiscal year. If approved, the position change will create an ongoing, annual fiscal increase of about \$29,200 starting in 2017/18. As Council knows, the Animal Control Fund is not self-sustaining and is funding its current bare bones budget with the use of several other funding sources including, Measure C, Animal Control Donations and PASH. Staff recommends Measure C to fund these additional costs starting next fiscal year, as it is currently the only viable funding option.

2017/18 Budget Progress

Town staff met with the Measure C Citizen Oversight Committee on March 28, 2017 to start the 2017/18 budget process. The meeting included:

1. Financial background through information from the 2015/16 financial statement audit and information from the 2016/17 mid-year budget report.
2. How helpful Measure C has been to maintaining services and improving infrastructure by the capture of some additional revenues.
3. Town Council's 2017/18 approved goals and priorities.
4. 2017/18 Measure C preliminary budget recommendations.
5. An updated Measure C preliminary financial plan.



Overall the committee is supportive of the direction of Town Council and staff and is comfortable with the items included preliminarily for the 2017/18 Measure C Budget which include:

2016/17 and 2017/18 Operating and Capital Budget Status Update
 April 11, 2017

Revenue**		\$1,272,923
2 nd Police Investigator	\$157,714	
Police Cadet	23,000	
3 Police Cars	100,000	
Replace Police Roof	75,000	
Police Body Camera Payments	5,917	
K9 Program	10,000	
Enhanced Police Training	15,000	
Maintain CAL FIRE Contract	250,000	
Fire Engine 81 & 82	167,435	
Increased Hours for Animal Control Officer	31,000	
Animal Control Operations Support**	29,200	
Maxwell Drive SR2S	80,000	
Bille Overlay (Fern to Oliver)	120,000	1,064,266
Net Total		208,657

** Updated since Measure C committee meeting

Following is how these preliminary budget items impact the Measure C financial plan:

Projected Revenues			\$7,591,904
Ongoing Commitments for:	Police	\$2,253,408	
	Fire	2,257,622	
	Animal Control	335,231	
	Streets	901,388	(5,747,649)
Net Total			\$1,844,255
Options:	10% Reserve	\$752,000	
	Almond Street Multi-Modal	388,000	
	Ponderosa SR2S	193,000	(1,333,000)
Net Remaining			\$511,255

Conclusion:

Staff is continuing in the budget process. Revenues and expenses are being projected and analyzed. Town Council's goals and priorities are being considered in the process. A meeting has been scheduled with the Finance Committee which includes the Mayor and Vice Mayor. Finally, short term needs are being carefully weighed against long term stability. Staff as committed, is now requesting feedback or alternative direction from the Council for the 2017/18 budget.



Budget Performance Report

Fiscal Year to Date 03/31/17

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
REVENUE										
Department 00 - Non Department Activity										
Program 0000 - Non Program Activity										
3110.311	Property Tax Current Secured	4,470,384.00	64,748.00	4,535,132.00	.00	.00	2,437,232.72	2,097,899.28	54	4,359,502.60
3110.312	Property Tax Current Unsecured	226,180.00	12,734.00	238,914.00	.00	.00	238,250.48	663.52	100	231,943.19
3110.315	Property Tax Prior Secured/Unsecured	6,000.00	1,000.00	7,000.00	.00	.00	4,705.95	2,294.05	67	8,540.05
3110.320	Property Tax General Supplemental	66,139.00	(15,303.00)	50,836.00	.00	.00	30,881.54	19,954.46	61	44,205.46
3130.325	General Sales and Use Tax Sales and Use Tax	1,841,970.00	300.00	1,842,270.00	162,746.31	.00	1,038,464.87	803,805.13	56	1,891,276.39
3167.330	Real Property Transfer Tax Real Property Transfer Tax	78,826.00	(1,402.00)	77,424.00	7,384.78	.00	58,182.14	19,241.86	75	74,395.78
3182.335	Franchise Taxes Franchise Taxes	908,159.00	.00	908,159.00	.00	.00	318,641.77	589,517.23	35	886,592.06
3185.340	Transient Occupancy Tax Transient Occupancy Tax	213,621.00	.00	213,621.00	5,124.58	.00	117,103.03	96,517.97	55	214,469.66
3210.110	Business Licenses and Permits Business Regulation	3,900.00	.00	3,900.00	727.40	.00	3,062.20	837.80	79	3,965.18
3210.120	Business Licenses and Permits Bingo Regulation	132.00	.00	132.00	.00	.00	.00	132.00	0	66.00
3215.100	DOJ/FBI Fees Fingerprinting/Processing	.00	.00	.00	1,163.00	.00	1,143.00	(1,143.00)	+++	(93.72)
3345.100	State Revenues - Other Refunds & Reimbursements	10,000.00	(5,000.00)	5,000.00	.00	.00	.00	5,000.00	0	13,369.00
3351.001	Property Tax Homeowners Apportionment	65,983.00	524.00	66,507.00	.00	.00	33,253.67	33,253.33	50	65,654.80
3356.001	State Motor Vehicle In Lieu Motor Vehicle In Lieu Tax	2,206,406.00	34,292.00	2,240,698.00	.00	.00	1,120,349.21	1,120,348.79	50	2,132,432.68
3356.003	State Motor Vehicle In Lieu Section 11001.5 Prior Year	.00	.00	.00	.00	.00	11,745.31	(11,745.31)	+++	10,585.41
3410.101	Administrative Services General Administrative Fees	45.00	.00	45.00	2.82	.00	19.52	25.48	43	53.17
3410.104	Administrative Services Returned Check Processing	200.00	.00	200.00	25.57	.00	179.53	20.47	90	106.71
3410.106	Administrative Services Building Rental	350.00	(150.00)	200.00	.00	.00	.00	200.00	0	1,336.00
3410.107	Administrative Services Electronic Audio Reproduction	10.00	10.00	20.00	7.44	.00	27.33	(7.33)	137	.00
3410.112	Administrative Services Printed Material Production/Sale	550.00	(350.00)	200.00	60.00	.00	75.00	125.00	38	1,693.76
3410.113	Administrative Services Document Copying	300.00	(85.00)	215.00	11.50	.00	118.75	96.25	55	353.25
3410.114	Administrative Services Document Certification	200.00	(100.00)	100.00	20.00	.00	70.00	30.00	70	120.00
3410.150	Administrative Services Late Fees	25.00	(10.00)	15.00	.00	.00	.00	15.00	0	48.67
3610.100	Interest Revenue Investments	8,000.00	.00	8,000.00	.00	.00	1,439.08	6,560.92	18	7,186.33
3610.200	Interest Revenue Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	48.96
3630.200	Rents and Royalties Billboard Rents and Leases	440.00	.00	440.00	.00	.00	440.00	.00	100	453.00
3901.100	Refunds & Reimbursements Miscellaneous	100.00	15,158.00	15,258.00	.00	.00	15,258.42	(.42)	100	15.16
3902.100	Miscellaneous Revenue General	5,000.00	.00	5,000.00	.00	.00	5,186.14	(186.14)	104	5,830.69
3902.110	Miscellaneous Revenue Cash Over and Short	.00	.00	.00	.00	.00	.00	.00	+++	(1.00)
3910.030	Transfers In From Development Services Fund	174,888.00	8,721.00	183,609.00	.00	.00	84,936.00	98,673.00	46	165,499.00
3910.070	Transfers In From Animal Control	44,439.00	56.00	44,495.00	.00	.00	21,621.00	22,874.00	49	41,515.00
3910.110	Transfers In From Local Transportation Fund	4,663.00	233.00	4,896.00	.00	.00	2,241.00	2,655.00	46	2,902.00
3910.120	Transfers In From State Gas Tax Fund	181,203.00	4,043.00	185,246.00	.00	.00	79,386.00	105,860.00	43	186,921.00
3910.130	Transfers In From State Water Board Prop 1	7,371.00	.00	7,371.00	.00	.00	.00	7,371.00	0	.00
3910.132	Transfers In From HSIP Grant	21,808.00	.00	21,808.00	.00	.00	.00	21,808.00	0	.00
3910.140	Transfers In From Traffic Safety Fund	30,000.00	.00	30,000.00	2,500.00	.00	22,500.00	7,500.00	75	00.00



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Fund 1010 - General Fund										
REVENUE										
Department 00 - Non Department Activity										
Program 0000 - Non Program Activity										
3910.160	Transfers In From BHS Development Svcs Fund	41,840.00	.00	41,840.00	.00	.00	15,000.00	26,840.00	36	35,923.00
3910.215	Transfers In From Aband Vehicle Abate Fund	5,500.00	8,500.00	14,000.00	.00	.00	9,337.88	4,662.12	67	8,304.50
3910.650	Transfers In From Successor Agency to RDA NH	13,212.00	.00	13,212.00	833.00	.00	10,713.00	2,499.00	81	11,475.85
3910.710	Transfers In Equipment Replacement Fund	.00	.00	.00	.00	.00	.00	.00	+++	3,657.64
3910.900	Transfers In From Transit Fund	.00	.00	.00	.00	.00	.00	.00	+++	1,445.00
3910.970	Transfers In From Self Insurance Trust Fund	.00	.00	.00	.00	.00	.00	.00	+++	26,805.75
Program 0000 - Non Program Activity Totals		\$10,637,844.00	\$127,919.00	\$10,765,763.00	\$180,606.40	\$0.00	\$5,681,564.54	\$5,084,198.46	53%	\$10,468,597.98
Department 00 - Non Department Activity Totals		\$10,637,844.00	\$127,919.00	\$10,765,763.00	\$180,606.40	\$0.00	\$5,681,564.54	\$5,084,198.46	53%	\$10,468,597.98
Department 25 - Finance										
Program 4420 - Measure C TUT										
3130.326	General Sales and Use Tax Transactions and Use Tax (TUT)	1,170,000.00	94,000.00	1,264,000.00	127,116.31	.00	755,160.83	508,839.17	60	1,236,211.80
Program 4420 - Measure C TUT Totals		\$1,170,000.00	\$94,000.00	\$1,264,000.00	\$127,116.31	\$0.00	\$755,160.83	\$508,839.17	60%	\$1,236,211.80
Program 5005 - Rental Properties										
3630.100	Rents and Royalties Commercial Prop Rents & Leases	18,000.00	.00	18,000.00	1,500.00	.00	13,501.00	4,499.00	75	16,500.00
3901.100	Refunds & Reimbursements Miscellaneous	2,100.00	.00	2,100.00	266.58	.00	1,705.37	394.63	81	2,348.71
Program 5005 - Rental Properties Totals		\$20,100.00	\$0.00	\$20,100.00	\$1,766.58	\$0.00	\$15,206.37	\$4,893.63	76%	\$18,848.71
Department 25 - Finance Totals		\$1,190,100.00	\$94,000.00	\$1,284,100.00	\$128,882.89	\$0.00	\$770,367.20	\$513,732.80	60%	\$1,255,060.51
Department 30 - Police										
Program 0000 - Non Program Activity										
3320.100	Federal Revenue - Other Refunds and Reimbursements	3,000.00	(1,000.00)	2,000.00	.00	.00	1,426.98	573.02	71	2,378.30
3345.004	State Revenues - Other POST Reimbursements	11,000.00	7,000.00	18,000.00	.00	.00	17,417.25	582.75	97	4,976.00
3345.100	State Revenues - Other Refunds & Reimbursements	20,000.00	(5,000.00)	15,000.00	.00	.00	9,379.60	5,620.40	63	20,595.62
3380.100	Local Government Revenue Fines and Forfeitures	21,000.00	(2,000.00)	19,000.00	.00	.00	9,298.39	9,701.61	49	19,826.91
3380.106	Local Government Revenue Administrative Citations Police	.00	.00	.00	.00	.00	.00	.00	+++	100.00
3410.113	Administrative Services Document Copying	.00	2.00	2.00	.00	.00	21.20	(19.20)	1060	110.50
3421.100	Police Vehicle Repossession	200.00	.00	200.00	.00	.00	168.00	32.00	84	189.00
3421.103	Police Weapons Storage Fee	150.00	(150.00)	.00	.00	.00	213.00	(213.00)	+++	.00
3421.105	Police Cite Sign Off / VIN Verification	1,000.00	(350.00)	650.00	61.05	.00	447.70	202.30	69	610.50
3421.110	Police DUI Accident & Arrest Processing	2,000.00	(1,000.00)	1,000.00	.00	.00	.00	1,000.00	0	1,945.34
3421.111	Police Vehicle Impound Fee	1,000.00	200.00	1,200.00	.00	.00	784.00	416.00	65	336.00
3421.115	Police Police Report (Copy)	7,100.00	1,900.00	9,000.00	818.15	.00	7,373.35	1,626.65	82	8,831.25
3421.120	Police Fingerprint Processing	5,500.00	500.00	6,000.00	798.00	.00	4,788.00	1,212.00	80	4,155.00
3421.122	Police Visa/Clearance Letter	80.00	(40.00)	40.00	32.14	.00	64.28	(24.28)	161	128.56
3421.128	Police Statutory Registration	500.00	(380.00)	120.00	.00	.00	120.00	.00	100	240.00
3421.130	Police Reproduce/Sale of Tapes & Photos	150.00	(50.00)	100.00	48.21	.00	160.70	(60.70)	161	112.49
3421.140	Police Alarm System Registration	2,500.00	(500.00)	2,000.00	738.09	.00	3,045.50	(1,045.50)	152	2,011.00



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Fund 1010 - General Fund										
REVENUE										
Department 30 - Police										
Program 0000 - Non Program Activity										
3421.141	Police False Alarm Response	2,000.00	(500.00)	1,500.00	165.58	.00	2,544.23	(1,044.23)	170	2,282.05
3421.180	Police Special Services	1,400.00	300.00	1,700.00	.00	.00	1,557.51	142.49	92	1,862.15
3421.185	Police Bicycle License	7.00	4.00	11.00	.00	.00	11.25	(.25)	102	18.75
3421.187	Police Subpoena Duces Tecum	100.00	(50.00)	50.00	.00	.00	15.00	35.00	30	15.00
3901.100	Refunds & Reimbursements Miscellaneous	2,000.00	239.00	2,239.00	.00	.00	2,239.42	(.42)	100	716.91
3901.125	Refunds & Reimbursements OJI and Disability	.00	.00	.00	.00	.00	.00	.00	+++	264.70
3901.140	Refunds & Reimbursements Negligence Cost Recovery Fees	200.00	(100.00)	100.00	.00	.00	.00	100.00	0	210.00
3902.100	Miscellaneous Revenue General	100.00	.00	100.00	.03	.00	70.26	29.74	70	986.03
Program 0000 - Non Program Activity Totals		\$80,987.00	(\$975.00)	\$80,012.00	\$2,661.25	\$0.00	\$61,145.62	\$18,866.38	76%	\$74,511.17
Department 30 - Police Totals		\$80,987.00	(\$975.00)	\$80,012.00	\$2,661.25	\$0.00	\$61,145.62	\$18,866.38	76%	\$74,511.17
Department 35 - Fire										
Program 0000 - Non Program Activity										
3320.100	Federal Revenue - Other Refunds and Reimbursements	.00	.00	.00	5,505.50	.00	5,505.50	(5,505.50)	+++	.00
3345.100	State Revenues - Other Refunds & Reimbursements	75,000.00	.00	75,000.00	11,232.00	.00	65,722.50	9,277.50	88	89,635.35
3380.103	Local Government Revenue Fines and Citations Fire	500.00	.00	500.00	2,650.00	.00	2,850.00	(2,350.00)	570	690.00
3410.150	Administrative Services Late Fees	20.00	(20.00)	.00	.00	.00	.00	.00	+++	67.62
3422.303	Fire Out Of Hours Burning Response	250.00	.00	250.00	.00	.00	.00	250.00	0	373.12
3422.304	Fire Fuel Reduction Burn Permit	800.00	.00	800.00	1,190.00	.00	1,632.00	(832.00)	204	1,437.99
3422.315	Fire Residential Burning Regulation	6,000.00	(4,000.00)	2,000.00	2,178.00	.00	3,520.00	(1,520.00)	176	6,509.36
3422.335	Fire Land Clearing Fire Regulation	.00	75.00	75.00	.00	.00	75.00	.00	100	75.00
3422.344	Fire Negligent/Reckless Cost Recovery	.00	93.00	93.00	88.84	.00	182.12	(89.12)	196	.00
3901.100	Refunds & Reimbursements Miscellaneous	100.00	10.00	110.00	.00	.00	110.00	.00	100	84.77
Program 0000 - Non Program Activity Totals		\$82,670.00	(\$3,842.00)	\$78,828.00	\$22,844.34	\$0.00	\$79,597.12	(\$769.12)	101%	\$98,873.21
Department 35 - Fire Totals		\$82,670.00	(\$3,842.00)	\$78,828.00	\$22,844.34	\$0.00	\$79,597.12	(\$769.12)	101%	\$98,873.21
Department 40 - Community Development										
Program 4720 - CDD Planning										
3380.101	Local Government Revenue Fines and Citations Comm Develop	12,000.00	15,000.00	27,000.00	325.00	.00	25,812.55	1,187.45	96	12,169.32
3400.102	CDD Planning Time Extension Review	1,500.00	.00	1,500.00	344.28	.00	1,721.43	(221.43)	115	1,377.13
3400.104	CDD Planning Tentative Parcel Map	3,500.00	(1,750.00)	1,750.00	.00	.00	.00	1,750.00	0	1,754.50
3400.105	CDD Planning Tentative Subdivision Map	.00	.00	.00	.00	.00	2,194.79	(2,194.79)	+++	.00
3400.106	CDD Planning Minor Map Modificaiton Review	320.00	(170.00)	150.00	.00	.00	.00	150.00	0	319.60
3400.109	CDD Planning Street Address Change Review	135.00	.00	135.00	.00	.00	67.56	67.44	50	.01
3400.111	CDD Planning Landscape Plan	720.00	(370.00)	350.00	.00	.00	.00	350.00	0	481.20
3400.130	CDD Planning General Plan Amend and Rezoning	2,500.00	(1,250.00)	1,250.00	.00	.00	.00	1,250.00	0	.00
3400.139	CDD Planning Research on Request	400.00	(200.00)	200.00	80.20	.00	160.40	39.60	80	320.80
3400.149	CDD Planning DIF Adjst/Waiver Application	.00	.00	.00	.00	.00	.00	.00	+++	9.80



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Fund 1010 - General Fund										
REVENUE										
Department 40 - Community Development										
Program 4720 - CDD Planning										
3400.170	CDD Planning Use Permit Class A	1,196.00	(696.00)	500.00	.00	.00	598.13	(98.13)	120	1,794.39
3400.171	CDD Planning Use Permit Class B	1,000.00	(500.00)	500.00	.00	.00	.00	500.00	0	.00
3400.172	CDD Planning Use Permit Class C	1,750.00	.00	1,750.00	.00	.00	1,721.40	28.60	98	.00
3400.173	CDD Planning Temporary Use Permit	500.00	.00	500.00	.00	.00	212.33	287.67	42	477.73
3400.174	CDD Planning Administrative Permit	2,000.00	1,000.00	3,000.00	.00	.00	1,878.21	1,121.79	63	1,677.91
3400.176	CDD Planning Home Occupation Permit	500.00	.00	500.00	217.77	.00	435.54	64.46	87	435.54
3400.178	CDD Planning Site Plan/Use Permit Mod Class B	.00	.00	.00	.00	.00	.00	.00	+++	1,118.92
3400.184	CDD Planning Site Plan Review Class A	2,300.00	(1,150.00)	1,150.00	.00	.00	.00	1,150.00	0	3,140.35
3400.190	CDD Planning Admin Variance-Noise Ordinance	.00	.00	.00	.00	.00	133.29	(133.29)	+++	.00
3400.200	CDD Planning Tree Felling Permit	21,000.00	.00	21,000.00	937.29	.00	13,600.07	7,399.93	65	22,335.84
3400.307	CDD Planning Design Review Application	1,600.00	(600.00)	1,000.00	.00	.00	420.92	579.08	42	1,951.52
Program 4720 - CDD Planning Totals		\$52,921.00	\$9,314.00	\$62,235.00	\$1,904.54	\$0.00	\$48,956.62	\$13,278.38	79%	\$49,514.56
Program 4780 - CDD - Waste Management										
3182.335	Franchise Taxes Franchise Taxes	39,032.00	.00	39,032.00	.00	.00	19,409.48	19,622.52	50	38,104.31
3345.200	State Revenues - Other Miscellaneous	.00	.00	.00	.00	.00	(11,374.94)	11,374.94	+++	7,115.00
3380.104	Local Government Revenue Fines and Citations Waste Mgmt	8,000.00	.00	8,000.00	500.00	.00	5,384.00	2,616.00	67	37,676.41
Program 4780 - CDD - Waste Management Totals		\$47,032.00	\$0.00	\$47,032.00	\$500.00	\$0.00	\$13,418.54	\$33,613.46	29%	\$82,895.72
Department 40 - Community Development Totals		\$99,953.00	\$9,314.00	\$109,267.00	\$2,404.54	\$0.00	\$62,375.16	\$46,891.84	57%	\$132,410.28
Department 45 - Public Works										
Program 4740 - Public Works - Engineering										
3402.201	PW Engineering Final Parcel Map	750.00	(375.00)	375.00	.00	.00	.00	375.00	0	1,758.60
3402.220	PW Engineering Land Divisn/Pvt Develop Projects	13,000.00	(6,500.00)	6,500.00	.00	.00	.00	6,500.00	0	13,421.03
3402.222	PW Engineering Improvement Agreement Review	.00	132.00	132.00	.00	.00	131.90	.10	100	.00
3402.223	PW Engineering Engineering Site Plan	400.00	(200.00)	200.00	.00	.00	.00	200.00	0	703.44
3402.224	PW Engineering Grading Check/Inspection	2,000.00	(1,000.00)	1,000.00	.00	.00	444.72	555.28	44	3,261.28
3402.226	PW Engineering Cert of Correction with Hearing	200.00	(100.00)	100.00	.00	.00	.00	100.00	0	527.58
3402.227	PW Engineering Lot Merger Review	700.00	.00	700.00	.00	.00	351.71	348.29	50	.00
3402.228	PW Engineering Lot Line Adjustment	1,300.00	.00	1,300.00	.00	.00	1,231.02	68.98	95	1,231.02
3402.230	PW Engineering Engineer Drain Plan/Calc Review	2,500.00	(1,181.00)	1,319.00	.00	.00	439.65	879.35	33	1,758.60
3402.232	PW Engineering Erosion Control Plan Review	800.00	(400.00)	400.00	.00	.00	.00	400.00	0	879.30
3402.250	PW Engineering Oversized Vehicle Regulation	800.00	100.00	900.00	244.00	.00	908.00	(8.00)	101	1,466.00
3402.270	PW Engineering Encroachment Permit Fees	15,000.00	2,000.00	17,000.00	555.90	.00	10,239.71	6,760.29	60	9,435.20
Program 4740 - Public Works - Engineering Totals		\$37,450.00	(\$7,524.00)	\$29,926.00	\$799.90	\$0.00	\$13,746.71	\$16,179.29	46%	\$34,442.05
Program 4745 - Paradise Community Park										
3470.251	Parks & Recreation Space Rental	2,500.00	.00	2,500.00	250.00	.00	910.00	1,590.00	36	2,340.00
3470.258	Parks & Recreation Miscellaneous	250.00	(125.00)	125.00	.00	.00	.00	125.00	0	0.00



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Fund 1010 - General Fund											
REVENUE											
Department 45 - Public Works											
Program	4745 - Paradise Community Park	Totals	\$2,750.00	(\$125.00)	\$2,625.00	\$250.00	\$0.00	\$910.00	\$1,715.00	35%	\$2,590.00
Department 45 - Public Works		Totals	\$40,200.00	(\$7,649.00)	\$32,551.00	\$1,049.90	\$0.00	\$14,656.71	\$17,894.29	45%	\$37,032.05
REVENUE TOTALS			\$12,131,754.00	\$218,767.00	\$12,350,521.00	\$338,449.32	\$0.00	\$6,669,706.35	\$5,680,814.65	54%	\$12,066,485.20
EXPENSE											
Department 00 - Non Department Activity											
Program 0000 - Non Program Activity											
5225	Bank Fees and Charges		8,200.00	4,300.00	12,500.00	.00	.00	8,913.84	3,586.16	71	9,647.04
5280.100	Bad Debt Write Off Expense		500.00	(440.00)	60.00	.00	.00	59.52	.48	99	226.58
5501	Debt Service Payment - Principal		553,595.00	.00	553,595.00	.00	.00	553,595.00	0	0	570,928.50
5502	Debt Service Payment - Interest		401,406.00	.00	401,406.00	.00	.00	401,406.00	0	0	.00
5502.150	Debt Service Payment - Interest Interfund Loans		.00	.00	.00	.00	.00	.00	.00	+++	354,447.98
5502.201	Debt Service Payment - Interest Tax Anticipation Notes		29,404.00	(4,438.00)	24,966.00	.00	.00	24,966.00	0	0	23,718.75
5510.201	Bond Payments - Issuance Costs Tax Anticipation Notes		7,650.00	(400.00)	7,250.00	.00	.00	7,250.00	.00	100	7,650.00
5910.611	Transfers Out GASB 45 Retiree Medical Trust		7,500.00	.00	7,500.00	.00	.00	7,500.00	0	0	.00
5910.923	Transfers Out To TOP Housing Loan Fund		6,046.00	.00	6,046.00	.00	.00	3,023.00	3,023.00	50	3,566.00
Program 0000 - Non Program Activity		Totals	\$1,014,301.00	(\$978.00)	\$1,013,323.00	\$0.00	\$0.00	\$19,246.36	\$994,076.64	2%	\$970,184.85
Department 00 - Non Department Activity		Totals	\$1,014,301.00	(\$978.00)	\$1,013,323.00	\$0.00	\$0.00	\$19,246.36	\$994,076.64	2%	\$970,184.85
Department 10 - Legislative											
Program 4000 - Town Council											
5101	Salaries - Permanent		18,000.00	(180.00)	17,820.00	1,470.00	.00	13,230.00	4,590.00	74	17,640.00
5107	Car Allowance/Mileage		5,400.00	.00	5,400.00	450.00	.00	4,050.00	1,350.00	75	5,400.00
5111	Medicare		339.00	.00	339.00	28.30	.00	254.52	84.48	75	339.30
5112.102	Retirement Contribution Social Security		1,451.00	.00	1,451.00	120.90	.00	1,088.10	362.90	75	1,450.80
5113	Worker's Compensation		198.00	(17.00)	181.00	.00	.00	137.38	43.62	76	140.16
5202.100	Operating Supplies General		50.00	(25.00)	25.00	.00	.00	21.55	3.45	86	36.71
5219.100	Printing General		50.00	42.00	92.00	.00	.00	92.24	(.24)	100	46.12
5220.100	Employee Development General		12,420.00	(420.00)	12,000.00	.00	.00	11,569.00	431.00	96	11,800.00
5304	Furniture & Equipment		800.00	.00	800.00	.00	.00	.00	800.00	0	.00
Program 4000 - Town Council		Totals	\$38,708.00	(\$600.00)	\$38,108.00	\$2,069.20	\$0.00	\$30,442.79	\$7,665.21	80%	\$36,853.09
Department 10 - Legislative		Totals	\$38,708.00	(\$600.00)	\$38,108.00	\$2,069.20	\$0.00	\$30,442.79	\$7,665.21	80%	\$36,853.09
Department 15 - Town Clerk											
Program 4100 - Town Clerk											
5101	Salaries - Permanent		113,788.00	(3,250.00)	110,538.00	8,424.96	.00	72,930.76	37,607.24	66	170,397.12
5103.102	Differential Pay Out of Class		.00	.00	.00	.00	.00	611.24	(611.24)	+++	.00
5106.100	Incentives & Admin Leave Administrative Leave		3,276.00	(13.00)	3,263.00	.00	.00	.00	3,263.00	0	6,586.41
5107	Car Allowance/Mileage		.00	.00	.00	.00	.00	.00	.00	+++	2,376.00
5111	Medicare		1,697.00	(69.00)	1,628.00	113.02	.00	995.76	632.24	61	\$7.41



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 15 - Town Clerk										
Program 4100 - Town Clerk										
5112.101	Retirement Contribution PERS	20,362.00	(241.00)	20,121.00	690.02	.00	17,093.69	3,027.31	85	31,315.15
5113	Worker's Compensation	1,250.00	(105.00)	1,145.00	.00	.00	867.21	277.79	76	1,355.32
5114.101	Health Insurance Medical	23,595.00	(3,390.00)	20,205.00	1,292.52	.00	11,641.17	8,563.83	58	15,561.98
5114.102	Health Insurance Dental	.00	.00	.00	98.90	.00	815.10	(815.10)	+++	2,675.18
5114.103	Health Insurance Vision	.00	.00	.00	10.38	.00	91.13	(91.13)	+++	248.72
5115	Unemployment Compensation	.00	.00	.00	49.88	.00	500.67	(500.67)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	1,009.00	134.00	1,143.00	37.81	.00	293.25	849.75	26	566.64
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	80.76	.00	584.50	(584.50)	+++	1,111.72
5119.100	Retiree Costs Medical Insurance	14,968.00	59.00	15,027.00	1,100.42	.00	11,079.45	3,947.55	74	15,231.89
5122	Accrual Bank Payoff	.00	1,501.00	1,501.00	.00	.00	1,501.04	(.04)	100	.00
5201.100	Office Supplies General	120.00	55.00	175.00	.00	.00	152.32	22.68	87	110.11
5202.100	Operating Supplies General	.00	.00	.00	.00	.00	178.35	(178.35)	+++	212.57
5204	Subscriptions and Code Books	140.00	.00	140.00	.00	.00	53.63	86.37	38	213.01
5210.100	Postage General	100.00	60.00	160.00	26.14	.00	143.78	16.22	90	116.44
5213.100	Professional/Contract Services General	6,163.00	.00	6,163.00	499.00	.00	6,515.87	(352.87)	106	8,236.34
5218.100	Advertising General	2,690.00	510.00	3,200.00	.00	.00	2,165.94	1,034.06	68	1,446.99
5221	Election-County Services	18,000.00	.00	18,000.00	.00	.00	26,121.93	(8,121.93)	145	.00
5304	Furniture & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	1,755.63
Program 4100 - Town Clerk Totals		\$207,158.00	(\$4,749.00)	\$202,409.00	\$12,423.81	\$0.00	\$154,336.79	\$48,072.21	76%	\$262,004.63
Department 15 - Town Clerk Totals		\$207,158.00	(\$4,749.00)	\$202,409.00	\$12,423.81	\$0.00	\$154,336.79	\$48,072.21	76%	\$262,004.63
Department 20 - Administrative Services										
Program 4200 - Town Manager										
5101	Salaries - Permanent	110,085.00	.00	110,085.00	8,005.86	.00	74,376.16	35,708.84	68	100,960.96
5105	Salaries - Overtime/FLSA	.00	.00	.00	.00	.00	55.13	(55.13)	+++	.00
5106.100	Incentives & Admin Leave Administrative Leave	5,417.00	.00	5,417.00	.00	.00	.00	5,417.00	0	5,020.08
5107	Car Allowance/Mileage	1,571.00	(5.00)	1,566.00	130.00	.00	1,170.00	396.00	75	1,559.00
5111	Medicare	235.00	3.00	238.00	19.04	.00	176.72	61.28	74	209.79
5112.101	Retirement Contribution PERS	23,970.00	.00	23,970.00	683.56	.00	20,907.74	3,062.26	87	19,057.85
5113	Worker's Compensation	1,210.00	(102.00)	1,108.00	.00	.00	839.48	268.52	76	791.36
5114.101	Health Insurance Medical	6,361.00	(26.00)	6,335.00	433.70	.00	3,903.25	2,431.75	62	6,173.97
5114.102	Health Insurance Dental	.00	.00	.00	92.72	.00	812.08	(812.08)	+++	1,037.75
5114.103	Health Insurance Vision	.00	.00	.00	3.18	.00	28.62	(28.62)	+++	37.94
5115	Unemployment Compensation	.00	.00	.00	50.71	.00	508.19	(508.19)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	775.00	102.00	877.00	25.16	.00	226.45	650.55	26	301.90
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	81.88	.00	685.11	(685.11)	+++	723.79
5119.100	Retiree Costs Medical Insurance	41,586.00	(744.00)	40,842.00	3,393.31	.00	30,847.81	9,994.19	76	45.65



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 20 - Administrative Services										
Program 4200 - Town Manager										
5201.100	Office Supplies General	50.00	(25.00)	25.00	.00	.00	.00	25.00	0	.00
5202.100	Operating Supplies General	50.00	(25.00)	25.00	.00	.00	.00	25.00	0	143.51
5210.100	Postage General	15.00	(5.00)	10.00	.00	.00	.46	9.54	5	3.79
5213.100	Professional/Contract Services General	3,500.00	.00	3,500.00	.00	.00	3,500.00	.00	100	3,500.00
5220.100	Employee Development General	.00	.00	.00	.00	.00	.00	.00	+++	65.19
5260	Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	6.00
5304	Furniture & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	1,755.63
Program 4200 - Town Manager Totals		\$194,825.00	(\$827.00)	\$193,998.00	\$12,919.12	\$0.00	\$138,037.20	\$55,960.80	71%	\$181,774.16
Program 4201 - Central Services										
5101	Salaries - Permanent	38,750.00	640.00	39,390.00	2,940.48	.00	27,308.82	12,081.18	69	32,971.23
5111	Medicare	562.00	(49.00)	513.00	33.65	.00	315.87	197.13	62	403.71
5112.101	Retirement Contribution PERS	2,589.00	23.00	2,612.00	192.74	.00	1,840.97	771.03	70	2,194.03
5113	Worker's Compensation	430.00	(40.00)	390.00	.00	.00	295.57	94.43	76	271.48
5114.101	Health Insurance Medical	11,850.00	(160.00)	11,690.00	867.46	.00	7,742.77	3,947.23	66	9,368.64
5114.102	Health Insurance Dental	.00	.00	.00	99.65	.00	866.32	(866.32)	+++	1,004.94
5114.103	Health Insurance Vision	.00	.00	.00	10.01	.00	89.37	(89.37)	+++	109.38
5115	Unemployment Compensation	.00	.00	.00	14.85	.00	151.13	(151.13)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	521.00	(21.00)	500.00	12.36	.00	116.47	383.53	23	205.20
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	30.06	.00	243.78	(243.78)	+++	259.37
5201.100	Office Supplies General	.00	.00	.00	.00	.00	.00	.00	+++	5.39
5202.100	Operating Supplies General	1,900.00	.00	1,900.00	.00	.00	1,272.73	627.27	67	1,840.34
5203.100	Repairs and Maint Supplies General	1,580.00	28.00	1,608.00	376.91	.00	1,125.34	482.66	70	1,169.17
5209.101	Auto Fuel Expense Town Vehicles	400.00	(385.00)	15.00	.00	.00	14.50	.50	97	282.62
5210.100	Postage General	.00	34.00	34.00	.00	.00	76.95	(42.95)	226	.00
5211.135	Utilities Water and Sewer	724.00	36.00	760.00	.00	.00	534.83	225.17	70	713.01
5211.137	Utilities Electric and Gas	24,250.00	6,126.00	30,376.00	.00	.00	23,010.58	7,365.42	76	26,318.69
5212.100	Insurance General	214,618.00	1,512.00	216,130.00	.00	.00	215,630.00	500.00	100	172,379.00
5213.100	Professional/Contract Services General	41,750.00	975.00	42,725.00	1,675.70	.00	42,576.48	148.52	100	41,288.67
5214.100	Repair and Maint Service General	10,560.00	(476.00)	10,084.00	193.50	.00	7,863.76	2,220.24	78	10,799.38
5215.100	Rents and Leases Miscellaneous	1,700.00	.00	1,700.00	129.31	.00	1,270.21	429.79	75	1,900.84
5218.100	Advertising General	100.00	143.00	243.00	.00	.00	242.84	.16	100	167.68
5219.100	Printing General	1,330.00	.00	1,330.00	.00	.00	358.29	971.71	27	1,690.23
5225	Bank Fees and Charges	.00	91.00	91.00	.00	.00	90.65	.35	100	.00
5260	Miscellaneous	27,679.00	4,157.00	31,836.00	.00	.00	31,241.05	594.95	98	26,384.21
5303	Improvements	12,000.00	11,370.00	23,370.00	8.61	.00	21,044.98	2,325.02	90	1,744.75
5500	Bond Payments - Fiscal Agent	4,335.00	(41.00)	4,294.00	.00	.00	1,794.31	2,499.69	42	11.26



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 20 - Administrative Services										
Program 4201 - Central Services Totals		\$397,628.00	\$23,963.00	\$421,591.00	\$6,585.29	\$0.00	\$387,118.57	\$34,472.43	92%	\$337,803.22
Program 4202 - Information Technology										
5101	Salaries - Permanent	90,854.00	1,649.00	92,503.00	6,984.00	.00	64,566.83	27,936.17	70	89,731.47
5106.100	Incentives & Admin Leave Administrative Leave	3,844.00	(3.00)	3,841.00	.00	.00	.00	3,841.00	0	3,763.76
5111	Medicare	1,373.00	72.00	1,445.00	109.15	.00	1,007.17	437.83	70	1,438.46
5112.101	Retirement Contribution PERS	18,087.00	139.00	18,226.00	620.18	.00	15,745.84	2,480.16	86	15,078.02
5113	Worker's Compensation	1,008.00	(94.00)	914.00	.00	.00	692.39	221.61	76	693.20
5114.101	Health Insurance Medical	5,205.00	(1.00)	5,204.00	433.74	.00	3,903.66	1,300.34	75	5,204.88
5115	Unemployment Compensation	.00	.00	.00	48.17	.00	477.39	(477.39)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	762.00	33.00	795.00	19.00	.00	171.00	624.00	22	228.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	55.81	.00	467.79	(467.79)	+++	559.44
5199.199	Other Fund Support IT-Serv from Tech Fee	(82,000.00)	.00	(82,000.00)	(6,833.00)	.00	(61,501.00)	(20,499.00)	75	(80,000.00)
5202.100	Operating Supplies General	5,190.00	1,090.00	6,280.00	76.38	.00	6,041.63	238.37	96	7,466.41
5209.101	Auto Fuel Expense Town Vehicles	350.00	(100.00)	250.00	.00	.00	128.59	121.41	51	272.97
5209.105	Auto Fuel Expense Employee Personal Vehicle Use	.00	.00	.00	.00	.00	.00	.00	+++	12.00
5210.100	Postage General	200.00	(100.00)	100.00	.00	.00	91.02	8.98	91	243.50
5213.100	Professional/Contract Services General	11,000.00	(626.00)	10,374.00	.00	.00	963.98	9,410.02	9	13,116.03
5214.100	Repair and Maint Service General	56,021.00	1,209.00	57,230.00	(146.44)	.00	52,725.01	4,504.99	92	58,241.80
5215.106	Rents and Leases Copiers	4,260.00	.00	4,260.00	383.22	.00	3,048.22	1,211.78	72	5,134.20
5216.100	Communications General Services	36,095.00	1,378.00	37,473.00	2,691.98	.00	27,500.42	9,972.58	73	41,102.20
5218.100	Advertising General	.00	.00	.00	.00	.00	.00	.00	+++	167.68
5220.100	Employee Development General	2,000.00	(1,000.00)	1,000.00	.00	.00	433.95	566.05	43	200.10
5225	Bank Fees and Charges	785.00	1,215.00	2,000.00	25.90	.00	1,022.31	977.69	51	65.00
5304	Furniture & Equipment	6,575.00	956.00	7,531.00	.00	.00	4,156.08	3,374.92	55	12,314.31
5501	Debt Service Payment - Principal	37,068.00	(437.00)	36,631.00	9,157.75	.00	27,473.25	9,157.75	75	36,740.11
5502.150	Debt Service Payment - Interest Interfund Loans	720.00	.00	720.00	.00	.00	.00	720.00	0	.00
Program 4202 - Information Technology Totals		\$199,397.00	\$5,380.00	\$204,777.00	\$13,625.84	\$0.00	\$149,115.53	\$55,661.47	73%	\$211,773.54
Program 4203 - HR and Risk Management										
5101	Salaries - Permanent	58,476.00	674.00	59,150.00	4,543.21	.00	41,008.59	18,141.41	69	54,677.72
5106.100	Incentives & Admin Leave Administrative Leave	2,795.00	(397.00)	2,398.00	.00	.00	.00	2,398.00	0	1,531.40
5111	Medicare	888.00	(66.00)	822.00	54.04	.00	488.19	333.81	59	688.73
5112.101	Retirement Contribution PERS	11,642.00	54.00	11,696.00	403.44	.00	10,085.50	1,610.50	86	9,273.58
5113	Worker's Compensation	642.00	(54.00)	588.00	.00	.00	445.41	142.59	76	422.72
5114.101	Health Insurance Medical	15,760.00	(25.00)	15,735.00	1,127.70	.00	10,149.30	5,585.70	65	13,532.40
5114.102	Health Insurance Dental	.00	.00	.00	174.34	.00	1,527.06	(1,527.06)	+++	1,951.78
5114.103	Health Insurance Vision	.00	.00	.00	14.44	.00	129.96	(129.96)	+++	172.18
5115	Unemployment Compensation	.00	.00	.00	23.84	.00	235.83	(235.83)	+++	.00



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Fund 1010 - General Fund										
EXPENSE										
Department 20 - Administrative Services										
Program 4203 - HR and Risk Management										
5116.101	Life and Disability Insurance Life & Disab.	670.00	35.00	705.00	19.00	.00	171.00	534.00	24	228.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	46.46	.00	380.14	(380.14)	+++	427.82
5119.120	Retiree Costs PERS 1959 Survivor Benefits	2,646.00	.00	2,646.00	3,405.60	.00	3,405.60	(759.60)	129	2,646.00
5202.100	Operating Supplies General	318.00	.00	318.00	.00	.00	10.59	307.41	3	291.91
5210.100	Postage General	25.00	(10.00)	15.00	.92	.00	5.52	9.48	37	18.38
5213.100	Professional/Contract Services General	1,900.00	(45.00)	1,855.00	463.32	.00	1,519.52	335.48	82	1,853.28
5304	Furniture & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	786.34
Program 4203 - HR and Risk Management Totals		\$95,762.00	\$166.00	\$95,928.00	\$10,276.31	\$0.00	\$69,562.21	\$26,365.79	73%	\$88,502.24
Program 4300 - Legal Services										
5210.100	Postage General	20.00	(10.00)	10.00	.00	.00	3.78	6.22	38	7.20
5213.100	Professional/Contract Services General	185,012.00	(2,000.00)	183,012.00	14,076.00	.00	136,355.87	46,656.13	75	196,882.00
Program 4300 - Legal Services Totals		\$185,032.00	(\$2,010.00)	\$183,022.00	\$14,076.00	\$0.00	\$136,359.65	\$46,662.35	75%	\$196,889.20
Department 20 - Administrative Services Totals		\$1,072,644.00	\$26,672.00	\$1,099,316.00	\$57,482.56	\$0.00	\$880,193.16	\$219,122.84	80%	\$1,016,742.36
Department 25 - Finance										
Program 4400 - Finance										
5101	Salaries - Permanent	130,193.00	710.00	130,903.00	9,982.89	.00	91,076.00	39,827.00	70	146,711.03
5102	Salaries - Temporary	.00	1,183.00	1,183.00	.00	.00	1,182.92	.08	100	.00
5106.100	Incentives & Admin Leave Administrative Leave	4,741.00	326.00	5,067.00	.00	.00	326.50	4,740.50	6	7,394.72
5106.200	Incentives & Admin Leave Gym Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	149.40
5107	Car Allowance/Mileage	2,035.00	3.00	2,038.00	170.00	.00	1,530.00	508.00	75	2,039.00
5111	Medicare	1,986.00	233.00	2,219.00	148.41	.00	1,569.32	649.68	71	2,260.84
5112.101	Retirement Contribution PERS	23,263.00	175.00	23,438.00	801.70	.00	20,208.55	3,229.45	86	26,844.69
5113	Worker's Compensation	1,430.00	(120.00)	1,310.00	.00	.00	992.11	317.89	76	1,129.92
5114.101	Health Insurance Medical	15,884.00	(5,103.00)	10,781.00	706.94	.00	6,405.86	4,375.14	59	8,741.52
5114.102	Health Insurance Dental	.00	.00	.00	181.12	.00	1,551.30	(1,551.30)	+++	2,050.06
5114.103	Health Insurance Vision	.00	.00	.00	16.10	.00	141.32	(141.32)	+++	194.81
5115	Unemployment Compensation	.00	.00	.00	65.50	.00	744.58	(744.58)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	1,164.00	127.00	1,291.00	39.04	.00	337.48	953.52	26	479.66
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	81.68	.00	666.17	(666.17)	+++	915.04
5119.100	Retiree Costs Medical Insurance	19,781.00	2,192.00	21,973.00	2,311.42	.00	18,522.25	3,450.75	84	14,740.13
5122	Accrual Bank Payoff	17,812.00	(4,173.00)	13,639.00	.00	.00	13,639.05	(.05)	100	.00
5201.100	Office Supplies General	40.00	.00	40.00	.00	.00	35.64	4.36	89	40.93
5202.100	Operating Supplies General	150.00	950.00	1,100.00	.00	.00	1,052.26	47.74	96	.00
5210.100	Postage General	1,800.00	(400.00)	1,400.00	162.71	.00	1,029.88	370.12	74	1,566.61
5213.100	Professional/Contract Services General	624.00	1,376.00	2,000.00	.00	.00	1,853.08	146.92	93	635.94
5218.100	Advertising General	.00	239.00	239.00	.00	.00	238.78	.22	100	4.82



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 25 - Finance										
Program 4400 - Finance										
5219.100	Printing General	600.00	.00	600.00	.00	.00	525.83	74.17	88	573.14
5220.100	Employee Development General	110.00	.00	110.00	.00	.00	110.00	.00	100	110.00
5304	Furniture & Equipment	800.00	.00	800.00	.00	.00	.00	800.00	0	786.34
5501	Debt Service Payment - Principal	218.00	.00	218.00	52.98	.00	158.93	59.07	73	213.51
Program 4400 - Finance Totals		\$222,631.00	(\$2,282.00)	\$220,349.00	\$14,720.49	\$0.00	\$163,897.81	\$56,451.19	74%	\$217,592.11
Program 4420 - Measure C TUT										
Cost Center Activity 300 - Police Administration										
5102	Salaries - Temporary	15,000.00	.00	15,000.00	.00	.00	15,000.00	.00	100	.00
5111	Medicare	218.00	.00	218.00	.00	.00	218.00	.00	100	.00
5220.100	Employee Development General	8,000.00	.00	8,000.00	273.00	595.00	6,831.51	573.49	93	.00
5303	Improvements	45,000.00	100,000.00	145,000.00	.00	.00	144,682.89	317.11	100	97,251.44
5304	Furniture & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	11,670.00
Cost Center Activity 300 - Police Administration Totals		\$68,218.00	\$100,000.00	\$168,218.00	\$273.00	\$595.00	\$166,732.40	\$890.60	99%	\$108,921.44
Cost Center Activity 301 - Police Operations										
5101	Salaries - Permanent	66,040.00	397.00	66,437.00	4,526.40	.00	45,234.55	21,202.45	68	47,937.20
5102	Salaries - Temporary	26,176.00	1,679.00	27,855.00	2,483.20	.00	20,242.96	7,612.04	73	40,481.28
5103.102	Differential Pay Out of Class	.00	.00	.00	.00	.00	178.48	(178.48)	+++	.00
5104	Wages - PS Holiday Pay	3,479.00	397.00	3,876.00	.00	.00	2,382.11	1,493.89	61	2,551.68
5105	Salaries - Overtime/FLSA	10,000.00	4,312.00	14,312.00	.00	.00	12,185.75	2,126.25	85	17,560.70
5106.101	Incentives & Admin Leave School Incentive	2,962.00	860.00	3,822.00	252.60	.00	2,967.76	854.24	78	1,982.88
5106.103	Incentives & Admin Leave Team Pay	.00	.00	.00	226.32	.00	2,034.81	(2,034.81)	+++	2,202.52
5109.100	Allowances Uniform Allowance	930.00	(39.00)	891.00	77.50	.00	658.75	232.25	74	620.00
5111	Medicare	1,822.00	65.00	1,887.00	109.55	.00	1,355.27	531.73	72	1,695.97
5112.101	Retirement Contribution PERS	53,747.00	(652.00)	53,095.00	877.46	.00	48,716.50	4,378.50	92	28,408.48
5112.102	Retirement Contribution Social Security	1,623.00	178.00	1,801.00	.00	.00	1,801.07	(.07)	100	2,675.12
5113	Worker's Compensation	7,786.00	(653.00)	7,133.00	.00	.00	5,401.75	1,731.25	76	4,646.92
5114.101	Health Insurance Medical	13,850.00	2,325.00	16,175.00	1,585.60	.00	7,869.82	8,305.18	49	4,033.28
5114.102	Health Insurance Dental	.00	.00	.00	138.89	.00	1,389.52	(1,389.52)	+++	1,271.62
5114.103	Health Insurance Vision	.00	.00	.00	11.91	.00	122.79	(122.79)	+++	115.30
5115	Unemployment Compensation	.00	.00	.00	48.36	.00	513.74	(513.74)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	727.00	34.00	761.00	15.67	.00	210.17	550.83	28	152.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	48.60	.00	385.36	(385.36)	+++	350.23
5202.100	Operating Supplies General	7,581.00	240.00	7,821.00	1,754.73	129.47	9,690.20	(1,998.67)	126	4,812.81
5213.100	Professional/Contract Services General	18,638.00	.00	18,638.00	325.00	.00	3,575.05	15,062.95	19	7,269.88
5220.100	Employee Development General	20,603.00	3,758.00	24,361.00	.00	533.37	18,885.19	4,942.44	80	22,326.02
5304	Furniture & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	99.08



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 25 - Finance										
Program 4420 - Measure C TUT										
Cost Center Activity 301 - Police Operations										
5501	Debt Service Payment - Principal	105,917.00	.00	105,917.00	4,878.58	.00	29,740.23	76,176.77	28	19,514.32
	Cost Center Activity 301 - Police Operations Totals	\$341,881.00	\$12,901.00	\$354,782.00	\$17,360.37	\$662.84	\$215,541.83	\$138,577.33	61%	\$219,477.29
Cost Center Activity 303 - Animal Control										
5101	Salaries - Permanent	20,101.00	(160.00)	19,941.00	1,646.40	.00	14,266.02	5,674.98	72	13,735.35
5104	Wages - PS Holiday Pay	1,131.00	(1.00)	1,130.00	91.82	.00	870.22	259.78	77	1,088.68
5105	Salaries - Overtime/FLSA	500.00	(18.00)	482.00	273.98	.00	513.21	(31.21)	106	508.44
5109.100	Allowances Uniform Allowance	512.00	.00	512.00	42.62	.00	383.58	128.42	75	368.99
5111	Medicare	315.00	(19.00)	296.00	26.43	.00	202.36	93.64	68	199.34
5112.101	Retirement Contribution PERS	1,425.00	(23.00)	1,402.00	113.94	.00	995.53	406.47	71	921.84
5113	Worker's Compensation	2,370.00	(199.00)	2,171.00	.00	.00	1,644.24	526.76	76	2,502.28
5114.101	Health Insurance Medical	4,379.00	(6.00)	4,373.00	325.30	.00	2,927.70	1,445.30	67	2,927.71
5114.102	Health Insurance Dental	.00	.00	.00	36.56	.00	320.24	(320.24)	+++	309.89
5114.103	Health Insurance Vision	.00	.00	.00	3.68	.00	33.12	(33.12)	+++	33.01
5115	Unemployment Compensation	.00	.00	.00	11.66	.00	95.32	(95.32)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	323.00	6.00	329.00	14.24	.00	128.16	200.84	39	121.05
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	15.16	.00	126.47	(126.47)	+++	93.63
5202.100	Operating Supplies General	600.00	.00	600.00	.00	.00	.00	600.00	0	.00
5213.100	Professional/Contract Services General	10,000.00	.00	10,000.00	.00	.00	10,000.00	.00	100	.00
5220.100	Employee Development General	3,500.00	.00	3,500.00	461.00	.00	690.00	2,810.00	20	2,257.99
5223.101	Meals and Refreshments Employee Meals-MOU Overtime	.00	11.00	11.00	.00	.00	11.25	(.25)	102	11.25
5303	Improvements	9,500.00	.00	9,500.00	1,200.00	.00	2,200.00	7,300.00	23	.00
5304	Furniture & Equipment	9,700.00	.00	9,700.00	.00	.00	1,868.80	7,831.20	19	5,404.72
	Cost Center Activity 303 - Animal Control Totals	\$64,356.00	(\$409.00)	\$63,947.00	\$4,262.79	\$0.00	\$37,276.22	\$26,670.78	58%	\$30,484.17
Cost Center Activity 325 - Fire Administration										
5303	Improvements	3,470.00	.00	3,470.00	.00	.00	1,410.91	2,059.09	41	21,673.58
	Cost Center Activity 325 - Fire Administration Totals	\$3,470.00	\$0.00	\$3,470.00	\$0.00	\$0.00	\$1,410.91	\$2,059.09	41%	\$21,673.58
Cost Center Activity 326 - Fire Suppression										
5202.100	Operating Supplies General	.00	.00	.00	.00	.00	120.12	(120.12)	+++	.00
5213.100	Professional/Contract Services General	150,000.00	.00	150,000.00	.00	.00	65,402.16	84,597.84	44	144,401.06
5304	Furniture & Equipment	59,000.00	(50,451.00)	8,549.00	.00	.00	4,836.55	3,712.45	57	36,525.20
5501	Debt Service Payment - Principal	86,632.00	40,401.00	127,033.00	21,657.93	.00	83,872.41	43,160.59	66	86,631.72
5910.615	Transfers Out Asset Sales Proceeds Fund	.00	50,000.00	50,000.00	.00	.00	50,000.00	.00	100	.00
	Cost Center Activity 326 - Fire Suppression Totals	\$295,632.00	\$39,950.00	\$335,582.00	\$21,657.93	\$0.00	\$204,231.24	\$131,350.76	61%	\$267,557.98
Cost Center Activity 350 - Public Works Streets										
5303	Improvements	.00	.00	.00	.00	.00	.00	.00	+++	\$0.00



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Fund 1010 - General Fund										
EXPENSE										
Department 25 - Finance										
Program 4420 - Measure C TUT										
Cost Center Activity 350 - Public Works Streets										
5910.100	Transfers Out To Capital Projects	540,000.00	(63,893.00)	476,107.00	.00	.00	476,106.85	.15	100	200,000.00
Cost Center Activity 350 - Public Works Streets Totals		\$540,000.00	(\$63,893.00)	\$476,107.00	\$0.00	\$0.00	\$476,106.85	\$0.15	100%	\$225,280.60
Program 4420 - Measure C TUT Totals		\$1,313,557.00	\$88,549.00	\$1,402,106.00	\$43,554.09	\$1,257.84	\$1,101,299.45	\$299,548.71	79%	\$873,395.06
Program 5005 - Rental Properties										
5203.100	Repairs and Maint Supplies General	.00	.00	.00	.00	.00	.00	.00	+++	70.61
5211.175	Utilities Rental Properties	2,300.00	200.00	2,500.00	.00	.00	1,752.49	747.51	70	2,479.96
5213.100	Professional/Contract Services General	.00	.00	.00	.00	.00	.00	.00	+++	900.00
5214.100	Repair and Maint Service General	480.00	.00	480.00	40.00	.00	360.00	120.00	75	930.00
5501	Debt Service Payment - Principal	17,202.00	.00	17,202.00	1,433.48	.00	12,901.32	4,300.68	75	17,201.76
Program 5005 - Rental Properties Totals		\$19,982.00	\$200.00	\$20,182.00	\$1,473.48	\$0.00	\$15,013.81	\$5,168.19	74%	\$21,582.33
Department 25 - Finance Totals		\$1,556,170.00	\$86,467.00	\$1,642,637.00	\$59,748.06	\$1,257.84	\$1,280,211.07	\$361,168.09	78%	\$1,112,569.50
Department 30 - Police										
Program 0000 - Non Program Activity										
5280.100	Bad Debt Write Off Expense	.00	.00	.00	.00	.00	.00	.00	+++	714.43
Program 0000 - Non Program Activity Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$714.43
Program 4510 - Police Administration										
5101	Salaries - Permanent	295,015.00	15,563.00	310,578.00	25,223.73	.00	209,174.74	101,403.26	67	335,623.57
5102	Salaries - Temporary	24,233.00	(10,089.00)	14,144.00	1,156.10	.00	13,219.35	924.65	93	.00
5103.102	Differential Pay Out of Class	.00	.00	.00	150.61	.00	291.74	(291.74)	+++	187.25
5104	Wages - PS Holiday Pay	13,132.00	732.00	13,864.00	1,084.96	.00	9,581.29	4,282.71	69	14,554.30
5105	Salaries - Overtime/FLSA	50.00	1,482.00	1,532.00	.00	.00	2,306.61	(774.61)	151	.00
5106.100	Incentives & Admin Leave Administrative Leave	17,147.00	(1,730.00)	15,417.00	1,251.76	.00	10,474.82	4,942.18	68	15,296.15
5106.101	Incentives & Admin Leave School Incentive	16,550.00	1,121.00	17,671.00	1,566.76	.00	12,240.94	5,430.06	69	18,573.40
5106.200	Incentives & Admin Leave Gym Reimbursement	360.00	.00	360.00	.00	.00	180.00	180.00	50	270.00
5106.205	Incentives & Admin Leave PS Recruitment Incentive	.00	.00	.00	.00	.00	.00	.00	+++	3,300.00
5109.100	Allowances Uniform Allowance	2,403.00	77.00	2,480.00	232.50	.00	1,782.50	697.50	72	3,617.02
5111	Medicare	5,343.00	40.00	5,383.00	433.06	.00	3,657.50	1,725.50	68	6,105.59
5112.101	Retirement Contribution PERS	190,081.00	2,733.00	192,814.00	5,123.56	.00	172,472.04	20,341.96	89	207,121.84
5113	Worker's Compensation	33,292.00	(2,794.00)	30,498.00	.00	.00	23,097.26	7,400.74	76	25,542.52
5114.101	Health Insurance Medical	40,862.00	324.00	41,186.00	3,122.88	.00	26,370.70	14,815.30	64	37,473.83
5114.102	Health Insurance Dental	.00	.00	.00	505.02	.00	3,554.75	(3,554.75)	+++	3,843.96
5114.103	Health Insurance Vision	.00	.00	.00	43.32	.00	312.13	(312.13)	+++	435.38
5115	Unemployment Compensation	.00	.00	.00	191.12	.00	1,975.49	(1,975.49)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	2,658.00	88.00	2,746.00	85.50	.00	667.19	2,078.81	24	927.32
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	203.46	.00	1,462.30	(1,462.30)	+++	1,924.53



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Fund 1010 - General Fund										
EXPENSE										
Department 30 - Police										
Program 4510 - Police Administration										
5119.100	Retiree Costs Medical Insurance	56,505.00	(1,193.00)	55,312.00	4,852.77	.00	43,333.33	11,978.67	78	47,207.09
5122	Accrual Bank Payoff	.00	1,217.00	1,217.00	.00	.00	1,216.65	.35	100	41,024.55
5201.100	Office Supplies General	2,600.00	.00	2,600.00	.00	30.21	1,110.06	1,459.73	44	2,286.58
5202.100	Operating Supplies General	7,554.00	.00	7,554.00	55.54	643.84	5,864.29	1,045.87	86	6,308.10
5203.100	Repairs and Maint Supplies General	2,050.00	.00	2,050.00	.00	.00	1,072.25	977.75	52	2,305.46
5204	Subscriptions and Code Books	100.00	.00	100.00	.00	.00	85.25	14.75	85	85.25
5210.100	Postage General	2,000.00	.00	2,000.00	.00	55.93	1,229.60	714.47	64	1,920.26
5211.135	Utilities Water and Sewer	850.00	50.00	900.00	.00	.00	655.49	244.51	73	858.33
5211.137	Utilities Electric and Gas	27,000.00	.00	27,000.00	.00	.00	17,143.41	9,856.59	63	27,151.59
5211.139	Utilities Propane	500.00	.00	500.00	.00	.00	77.96	422.04	16	509.03
5213.100	Professional/Contract Services General	35,380.00	.00	35,380.00	1,440.13	.00	21,118.86	14,261.14	60	28,485.08
5214.100	Repair and Maint Service General	36,055.00	.00	36,055.00	2,250.48	420.00	18,681.99	16,953.01	53	31,385.52
5215.100	Rents and Leases Miscellaneous	567.00	.00	567.00	.00	.00	424.00	143.00	75	561.99
5215.106	Rents and Leases Copiers	4,020.00	(326.00)	3,694.00	334.93	.00	2,689.58	1,004.42	73	1,306.13
5216.100	Communications General Services	5,500.00	.00	5,500.00	.00	.00	3,518.11	1,981.89	64	5,355.73
5218.100	Advertising General	.00	107.00	107.00	.00	.00	206.66	(99.66)	193	109.47
5219.100	Printing General	1,600.00	(600.00)	1,000.00	.00	268.93	268.93	462.14	54	2,275.17
5220.100	Employee Development General	680.00	69.00	749.00	.00	.00	749.00	.00	100	689.00
5220.110	Employee Development Education Reimb MOU Program	550.00	.00	550.00	.00	.00	.00	550.00	0	.00
5223.105	Meals and Refreshments Emergencies and Meetings	550.00	(150.00)	400.00	.00	20.65	143.19	236.16	41	426.21
5225	Bank Fees and Charges	800.00	(200.00)	600.00	.00	.00	397.27	202.73	66	765.51
5304	Furniture & Equipment	800.00	.00	800.00	.00	.00	.00	800.00	0	.00
5501	Debt Service Payment - Principal	3,161.00	(317.00)	2,844.00	408.50	.00	3,040.86	(196.86)	107	4,057.70
Program 4510 - Police Administration Totals		\$829,948.00	\$6,204.00	\$836,152.00	\$49,716.69	\$1,439.56	\$615,848.09	\$218,864.35	74%	\$879,870.41
Program 4520 - Police Operations										
5101	Salaries - Permanent	1,060,816.00	(22,435.00)	1,038,381.00	70,081.33	.00	695,929.44	342,451.56	67	892,134.99
5102	Salaries - Temporary	14,102.00	16,297.00	30,399.00	2,112.42	.00	10,677.19	19,721.81	35	10,254.25
5103.102	Differential Pay Out of Class	.00	.00	.00	637.84	.00	6,776.90	(6,776.90)	+++	3,397.77
5103.105	Differential Pay Swing/Graveyard Shift	.00	.00	.00	2,227.20	.00	24,334.44	(24,334.44)	+++	29,217.62
5103.108	Differential Pay Canine Maintenance	.00	.00	.00	587.80	.00	5,213.80	(5,213.80)	+++	6,951.38
5104	Wages - PS Holiday Pay	50,498.00	(1,661.00)	48,837.00	4,144.35	.00	37,735.94	11,101.06	77	44,383.59
5105	Salaries - Overtime/FLSA	205,000.00	79,454.00	284,454.00	15,215.44	.00	201,486.77	82,967.23	71	299,615.42
5106.101	Incentives & Admin Leave School Incentive	38,604.00	(1,431.00)	37,173.00	3,116.67	.00	27,958.99	9,214.01	75	36,686.20
5106.103	Incentives & Admin Leave Team Pay	.00	.00	.00	226.32	.00	2,596.20	(2,596.20)	+++	2,891.97
5106.200	Incentives & Admin Leave Gym Reimbursement	540.00	(360.00)	180.00	.00	.00	.00	180.00	0	180.00
5106.205	Incentives & Admin Leave PS Recruitment Incentive	2,000.00	(1,000.00)	1,000.00	.00	.00	1,000.00	.00	100	0.00



Budget Performance Report

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Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 30 - Police										
Program 4520 - Police Operations										
5109.100	Allowances Uniform Allowance	16,570.00	191.00	16,761.00	1,258.09	.00	13,076.94	3,684.06	78	17,745.88
5111	Medicare	20,056.00	614.00	20,670.00	1,452.90	.00	14,202.97	6,467.03	69	19,374.89
5112.101	Retirement Contribution PERS	459,947.00	(4,363.00)	455,584.00	12,887.30	.00	404,841.08	50,742.92	89	432,809.82
5112.102	Retirement Contribution Social Security	.00	.00	.00	.00	.00	(671.09)	671.09	+++	420.88
5113	Worker's Compensation	130,940.00	(9,907.00)	121,033.00	.00	.00	91,661.29	29,371.71	76	89,058.80
5114.101	Health Insurance Medical	276,757.00	(16,379.00)	260,378.00	18,800.82	.00	179,083.72	81,294.28	69	207,525.87
5114.102	Health Insurance Dental	.00	.00	.00	2,235.65	.00	20,638.95	(20,638.95)	+++	24,758.36
5114.103	Health Insurance Vision	.00	.00	.00	188.17	.00	1,862.09	(1,862.09)	+++	2,210.56
5115	Unemployment Compensation	5,000.00	(5,000.00)	.00	641.25	.00	6,826.26	(6,826.26)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	11,759.00	198.00	11,957.00	307.33	.00	2,989.14	8,967.86	25	3,496.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	711.54	.00	6,571.67	(6,571.67)	+++	7,191.57
5119.100	Retiree Costs Medical Insurance	177,032.00	(9,785.00)	167,247.00	13,901.15	.00	122,750.60	44,496.40	73	166,999.37
5122	Accrual Bank Payoff	.00	24,563.00	24,563.00	7,814.85	.00	25,640.07	(1,077.07)	104	55,566.03
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(138,618.00)	20,730.00	(117,888.00)	(2,161.00)	.00	(80,582.65)	(37,305.35)	68	(49,781.07)
5202.100	Operating Supplies General	20,050.00	3,000.00	23,050.00	5,639.50	3,237.24	22,247.88	(2,435.12)	111	21,793.27
5204	Subscriptions and Code Books	500.00	.00	500.00	.00	.00	384.48	115.52	77	352.08
5209.101	Auto Fuel Expense Town Vehicles	45,000.00	.00	45,000.00	.00	.00	23,474.70	21,525.30	52	44,471.40
5213.100	Professional/Contract Services General	9,200.00	.00	9,200.00	.00	(22.61)	4,696.36	4,526.25	51	14,315.57
5214.100	Repair and Maint Service General	3,150.00	.00	3,150.00	.00	56.50	697.56	2,395.94	24	2,177.99
5216.100	Communications General Services	3,900.00	.00	3,900.00	.00	.00	2,575.43	1,324.57	66	4,380.11
5217	Extradition/Transportation Expen	100.00	.00	100.00	.00	.00	.00	100.00	0	688.52
5218.100	Advertising General	350.00	.00	350.00	.00	.00	196.39	153.61	56	325.84
5220.100	Employee Development General	20,150.00	(8,000.00)	12,150.00	.00	1,412.50	6,044.00	4,693.50	61	16,861.12
5220.110	Employee Development Education Reimb MOU Program	1,650.00	.00	1,650.00	.00	.00	.00	1,650.00	0	401.50
5304	Furniture & Equipment	4,800.00	1,491.00	6,291.00	.00	.00	6,290.72	.28	100	3,098.60
Program 4520 - Police Operations Totals		\$2,439,853.00	\$66,217.00	\$2,506,070.00	\$162,026.92	\$4,683.63	\$1,889,208.23	\$612,178.14	76%	\$2,413,056.15
Program 4530 - Public Safety Communications										
5101	Salaries - Permanent	372,023.00	(22,946.00)	349,077.00	22,208.05	.00	223,770.34	125,306.66	64	284,852.28
5102	Salaries - Temporary	55,158.00	2,854.00	58,012.00	2,494.08	.00	35,383.65	22,628.35	61	43,730.70
5103.102	Differential Pay Out of Class	.00	.00	.00	.00	.00	1,457.18	(1,457.18)	+++	1,006.62
5103.105	Differential Pay Swing/Graveyard Shift	.00	.00	.00	682.86	.00	7,917.49	(7,917.49)	+++	10,144.50
5104	Wages - PS Holiday Pay	16,573.00	(627.00)	15,946.00	1,055.73	.00	11,507.72	4,438.28	72	14,109.41
5105	Salaries - Overtime/FLSA	30,000.00	22,210.00	52,210.00	3,131.90	.00	34,491.70	17,718.30	66	51,893.28
5106.101	Incentives & Admin Leave School Incentive	11,882.00	2,199.00	14,081.00	1,032.70	.00	9,562.12	4,518.88	68	10,512.12
5106.200	Incentives & Admin Leave Gym Reimbursement	180.00	.00	180.00	.00	.00	90.00	90.00	50	360.00
5106.205	Incentives & Admin Leave PS Recruitment Incentive	.00	1,500.00	1,500.00	.00	.00	1,500.00	.00	100	0.00



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 30 - Police										
Program 4530 - Public Safety Communications										
5109.100	Allowances Uniform Allowance	6,081.00	570.00	6,651.00	454.72	.00	5,046.72	1,604.28	76	6,328.85
5111	Medicare	7,129.00	(62.00)	7,067.00	420.33	.00	4,556.03	2,510.97	64	5,970.17
5112.101	Retirement Contribution PERS	52,942.00	(1,932.00)	51,010.00	1,909.80	.00	41,120.11	9,889.89	81	39,920.09
5113	Worker's Compensation	25,476.00	(2,138.00)	23,338.00	.00	.00	17,674.70	5,663.30	76	14,752.16
5114.101	Health Insurance Medical	83,070.00	5,086.00	88,156.00	6,035.09	.00	56,814.59	31,341.41	64	81,691.12
5114.102	Health Insurance Dental	.00	.00	.00	728.50	.00	6,347.93	(6,347.93)	+++	8,427.40
5114.103	Health Insurance Vision	.00	.00	.00	58.00	.00	518.82	(518.82)	+++	694.27
5115	Unemployment Compensation	2,500.00	(2,500.00)	.00	185.56	.00	2,139.22	(2,139.22)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	4,677.00	46.00	4,723.00	138.70	.00	1,343.30	3,379.70	28	1,710.98
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	259.25	.00	2,280.71	(2,280.71)	+++	2,436.46
5119.100	Retiree Costs Medical Insurance	56,276.00	(2,007.00)	54,269.00	4,267.99	.00	39,003.59	15,265.41	72	58,982.88
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	1,864.30
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(50,000.00)	.00	(50,000.00)	(4,166.00)	.00	(37,502.00)	(12,498.00)	75	(50,000.00)
5202.100	Operating Supplies General	3,225.00	.00	3,225.00	.00	140.20	1,766.23	1,318.57	59	2,768.76
5204	Subscriptions and Code Books	150.00	.00	150.00	.00	.00	.00	150.00	0	144.00
5213.100	Professional/Contract Services General	.00	2,457.00	2,457.00	.00	30.15	2,457.00	(30.15)	101	1,628.15
5214.100	Repair and Maint Service General	36,880.00	.00	36,880.00	.00	.00	.00	36,880.00	0	34,172.00
5216.100	Communications General Services	22,000.00	(1,500.00)	20,500.00	1,717.18	.00	14,015.05	6,484.95	68	21,900.52
5218.100	Advertising General	.00	.00	.00	.00	.00	.00	.00	+++	113.23
5220.100	Employee Development General	6,635.00	(2,135.00)	4,500.00	1,007.00	.00	1,262.00	3,238.00	28	1,439.11
5220.110	Employee Development Education Reimb MOU Program	1,100.00	.00	1,100.00	.00	.00	.00	1,100.00	0	217.00
5304	Furniture & Equipment	2,700.00	.00	2,700.00	.00	.00	1,156.93	1,543.07	43	1,260.16
5501	Debt Service Payment - Principal	65,072.00	(405.00)	64,667.00	907.01	.00	64,891.50	(224.50)	100	66,523.72
Program 4530 - Public Safety Communications Totals		\$811,729.00	\$670.00	\$812,399.00	\$44,528.45	\$170.35	\$550,572.63	\$261,656.02	68%	\$720,654.24
Program 4550 - Fleet Management										
5101	Salaries - Permanent	55,386.00	789.00	56,175.00	4,268.80	.00	39,111.40	17,063.60	70	45,045.16
5105	Salaries - Overtime/FLSA	900.00	1,110.00	2,010.00	60.03	.00	1,570.10	439.90	78	1,957.24
5109.100	Allowances Uniform Allowance	500.00	.00	500.00	41.66	.00	374.94	125.06	75	456.33
5109.102	Allowances Tool Allowance	1,000.00	.00	1,000.00	.00	.00	1,000.00	.00	100	1,000.00
5111	Medicare	838.00	(15.00)	823.00	55.46	.00	544.30	278.70	66	618.73
5112.101	Retirement Contribution PERS	5,751.00	(31.00)	5,720.00	305.60	.00	4,480.76	1,239.24	78	4,358.02
5113	Worker's Compensation	2,932.00	(246.00)	2,686.00	.00	.00	2,034.14	651.86	76	1,433.44
5114.101	Health Insurance Medical	11,850.00	(50.00)	11,800.00	867.41	.00	7,806.75	3,993.25	66	9,542.05
5114.102	Health Insurance Dental	.00	.00	.00	111.56	.00	977.14	(977.14)	+++	1,147.74
5114.103	Health Insurance Vision	.00	.00	.00	4.90	.00	44.10	(44.10)	+++	53.66
5115	Unemployment Compensation	.00	.00	.00	24.48	.00	260.52	(260.52)	+++	.00



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 30 - Police										
Program 4550 - Fleet Management										
5116.101	Life and Disability Insurance Life & Disab.	646.00	35.00	681.00	19.00	.00	171.00	510.00	25	209.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	43.66	.00	362.77	(362.77)	+++	356.68
5119.100	Retiree Costs Medical Insurance	21,529.00	(14,891.00)	6,638.00	650.43	.00	4,686.69	1,951.31	71	23,247.05
5202.100	Operating Supplies General	1,000.00	3,500.00	4,500.00	128.19	.00	3,623.29	876.71	81	3,780.62
5203.100	Repairs and Maint Supplies General	68,000.00	4,500.00	72,500.00	5,072.13	.00	66,017.40	6,482.60	91	89,422.75
5204	Subscriptions and Code Books	2,100.00	.00	2,100.00	.00	.00	2,084.84	15.16	99	1,836.20
5209.101	Auto Fuel Expense Town Vehicles	375.00	175.00	550.00	.00	.00	345.92	204.08	63	605.60
5210.100	Postage General	20.00	.00	20.00	.00	.00	9.65	10.35	48	107.52
5213.100	Professional/Contract Services General	4,871.00	(871.00)	4,000.00	371.50	.00	3,852.64	147.36	96	5,743.00
5214.100	Repair and Maint Service General	29,700.00	3,300.00	33,000.00	3,664.94	.00	23,117.09	9,882.91	70	35,070.88
5216.100	Communications General Services	900.00	.00	900.00	75.00	.00	675.00	225.00	75	706.04
5220.100	Employee Development General	2,000.00	.00	2,000.00	.00	.00	1,376.00	624.00	69	1,966.03
5223.101	Meals and Refreshments Employee Meals-MOU Overtime	.00	495.00	495.00	.00	.00	390.00	105.00	79	.00
5303	Improvements	800.00	(552.00)	248.00	.00	.00	248.41	(.41)	100	3,261.49
5304	Furniture & Equipment	1,000.00	2,121.00	3,121.00	.00	.00	3,120.84	.16	100	1,078.92
5910.611	Transfers Out GASB 45 Retiree Medical Trust	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
Program 4550 - Fleet Management Totals		\$222,098.00	(\$631.00)	\$221,467.00	\$15,764.75	\$0.00	\$168,285.69	\$53,181.31	76%	\$233,004.15
Department 30 - Police Totals		\$4,303,628.00	\$72,460.00	\$4,376,088.00	\$272,036.81	\$6,293.54	\$3,223,914.64	\$1,145,879.82	74%	\$4,247,299.38
Department 35 - Fire										
Program 0000 - Non Program Activity										
5280.100	Bad Debt Write Off Expense	.00	.00	.00	.00	.00	.00	.00	+++	192.44
Program 0000 - Non Program Activity Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$192.44
Program 4610 - Fire - Administrative										
5101	Salaries - Permanent	20,632.00	338.00	20,970.00	1,609.92	.00	14,530.05	6,439.95	69	19,154.35
5102	Salaries - Temporary	12,121.00	(8,463.00)	3,658.00	.00	.00	1,327.38	2,330.62	36	12,237.75
5111	Medicare	475.00	(95.00)	380.00	27.11	.00	263.88	116.12	69	528.54
5112.101	Retirement Contribution PERS	27,089.00	(536.00)	26,553.00	105.54	.00	25,904.48	648.52	98	16,437.55
5112.102	Retirement Contribution Social Security	.00	.00	.00	.00	.00	82.30	(82.30)	+++	758.73
5113	Worker's Compensation	861.00	(72.00)	789.00	.00	.00	597.33	191.67	76	539.92
5114.101	Health Insurance Medical	3,123.00	.00	3,123.00	260.24	.00	2,342.16	780.84	75	2,862.64
5115	Unemployment Compensation	.00	.00	.00	11.97	.00	127.73	(127.73)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	293.00	13.00	306.00	11.40	.00	102.60	203.40	34	108.30
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	16.46	.00	134.69	(134.69)	+++	157.89
5119.100	Retiree Costs Medical Insurance	62,555.00	(1,483.00)	61,072.00	5,382.05	.00	48,498.43	12,573.57	79	66,086.10
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	5.24



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 35 - Fire										
Program 4610 - Fire - Administrative										
5201.100	Office Supplies General	500.00	(100.00)	400.00	.00	.00	264.10	135.90	66	196.84
5202.100	Operating Supplies General	4,285.00	.00	4,285.00	.00	.00	1,752.68	2,532.32	41	4,104.69
5203.100	Repairs and Maint Supplies General	5,000.00	.00	5,000.00	469.98	.00	3,955.17	1,044.83	79	4,878.16
5210.100	Postage General	200.00	.00	200.00	1.40	.00	103.11	96.89	52	135.09
5211.135	Utilities Water and Sewer	2,160.00	65.00	2,225.00	.00	.00	1,492.56	732.44	67	2,002.00
5211.137	Utilities Electric and Gas	22,200.00	.00	22,200.00	.00	.00	15,929.78	6,270.22	72	20,117.07
5211.139	Utilities Propane	500.00	.00	500.00	.00	.00	135.89	364.11	27	191.13
5213.100	Professional/Contract Services General	4,162.00	(112.00)	4,050.00	.00	.00	55.47	3,994.53	1	5,223.82
5214.100	Repair and Maint Service General	7,205.00	.00	7,205.00	86.00	.00	4,345.64	2,859.36	60	7,601.55
5215.106	Rents and Leases Copiers	2,280.00	.00	2,280.00	201.64	.00	1,823.16	456.84	80	2,276.58
5216.100	Communications General Services	11,560.00	(560.00)	11,000.00	674.32	.00	7,533.31	3,466.69	68	11,726.46
5218.100	Advertising General	.00	.00	.00	.00	.00	.00	.00	+++	466.53
5223.105	Meals and Refreshments Emergencies and Meetings	.00	.00	.00	.00	.00	.00	.00	+++	87.36
5303	Improvements	.00	31.00	31.00	.00	.00	30.92	.08	100	3,304.12
5501	Debt Service Payment - Principal	3,516.00	276.00	3,792.00	292.45	.00	1,912.68	1,879.32	50	1,176.24
5910.030	Transfers Out To Development Services Fund	.00	3,322.00	3,322.00	.00	.00	.00	3,322.00	0	.00
Program 4610 - Fire - Administrative Totals		\$190,717.00	(\$7,376.00)	\$183,341.00	\$9,150.48	\$0.00	\$133,245.50	\$50,095.50	73%	\$184,554.65
Program 4615 - Fire - EOC										
5202.100	Operating Supplies General	50.00	.00	50.00	.00	.00	643.44	(593.44)	1287	.00
5203.100	Repairs and Maint Supplies General	.00	.00	.00	.00	.00	.00	.00	+++	640.79
5214.100	Repair and Maint Service General	7,013.00	251.00	7,264.00	.00	.00	3,631.67	3,632.33	50	7,013.33
5216.100	Communications General Services	5,489.00	(89.00)	5,400.00	447.33	.00	3,982.23	1,417.77	74	5,324.90
5223.105	Meals and Refreshments Emergencies and Meetings	.00	.00	.00	.00	.00	344.57	(344.57)	+++	.00
Program 4615 - Fire - EOC Totals		\$12,552.00	\$162.00	\$12,714.00	\$447.33	\$0.00	\$8,601.91	\$4,112.09	68%	\$12,979.02
Program 4630 - Fire - Suppression										
5112.101	Retirement Contribution PERS	123,424.00	(166.00)	123,258.00	.00	.00	123,258.00	.00	100	69,443.00
5119.100	Retiree Costs Medical Insurance	198,151.00	(5,514.00)	192,637.00	16,165.37	.00	146,091.78	46,545.22	76	194,210.69
5202.100	Operating Supplies General	15,300.00	(1,300.00)	14,000.00	2,181.30	.00	10,416.94	3,583.06	74	12,543.42
5203.100	Repairs and Maint Supplies General	5,200.00	(1,000.00)	4,200.00	.00	.00	1,704.49	2,495.51	41	2,387.29
5209.101	Auto Fuel Expense Town Vehicles	22,000.00	(1,500.00)	20,500.00	21.53	.00	9,159.73	11,340.27	45	16,858.03
5213.100	Professional/Contract Services General	3,127,311.00	.00	3,127,311.00	.00	.00	1,398,639.47	1,728,671.53	45	2,835,887.46
5214.100	Repair and Maint Service General	13,600.00	(1,600.00)	12,000.00	2,306.41	.00	4,719.38	7,280.62	39	7,399.85
5220.100	Employee Development General	1,000.00	.00	1,000.00	600.00	.00	993.00	7.00	99	608.00
5223.105	Meals and Refreshments Emergencies and Meetings	.00	25.00	25.00	.00	.00	25.12	(.12)	100	32.70
5269.135	Emergency Incident Costs Fire Related	300.00	.00	300.00	.00	.00	21.78	278.22	7	399.66
5304	Furniture & Equipment	21,410.00	.00	21,410.00	48.34	.00	3,773.01	17,636.99	18	28,421.44
5501	Debt Service Payment - Principal	114,265.00	.00	114,265.00	.00	.00	114,264.55	.45	100	4.53



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 35 - Fire										
Program 4630 - Fire - Suppression Totals		\$3,641,961.00	(\$11,055.00)	\$3,630,906.00	\$21,322.95	\$0.00	\$1,813,067.25	\$1,817,838.75	50%	\$3,282,456.07
Program 4640 - Fire - Volunteer Program										
5118	Volunteer Benefits	8,218.00	(3,210.00)	5,008.00	.00	.00	6,329.98	(1,321.98)	126	5,498.16
5202.100	Operating Supplies General	2,080.00	(1,080.00)	1,000.00	237.93	.00	237.93	762.07	24	951.13
5213.100	Professional/Contract Services General	6,500.00	(2,500.00)	4,000.00	.00	.00	2,665.00	1,335.00	67	5,787.00
5220.100	Employee Development General	.00	.00	.00	.00	.00	.00	.00	+++	393.00
Program 4640 - Fire - Volunteer Program Totals		\$16,798.00	(\$6,790.00)	\$10,008.00	\$237.93	\$0.00	\$9,232.91	\$775.09	92%	\$12,629.29
Department 35 - Fire Totals		\$3,862,028.00	(\$25,059.00)	\$3,836,969.00	\$31,158.69	\$0.00	\$1,964,147.57	\$1,872,821.43	51%	\$3,492,811.47
Department 40 - Community Development										
Program 4720 - CDD Planning										
5101	Salaries - Permanent	78,605.00	1,273.00	79,878.00	6,089.84	.00	55,518.33	24,359.67	70	74,202.90
5102	Salaries - Temporary	.00	.00	.00	.00	.00	.00	.00	+++	85.32
5105	Salaries - Overtime/FLSA	.00	.00	.00	.00	.00	30.51	(30.51)	+++	.00
5106.100	Incentives & Admin Leave Administrative Leave	1,382.00	.00	1,382.00	.00	.00	.00	1,382.00	0	1,353.78
5106.200	Incentives & Admin Leave Gym Reimbursement	50.00	.00	50.00	.00	.00	37.80	12.20	76	50.40
5107	Car Allowance/Mileage	552.00	.00	552.00	46.00	.00	414.00	138.00	75	554.00
5109.101	Allowances Boot Allowance	450.00	.00	450.00	.00	.00	450.00	.00	100	450.00
5111	Medicare	1,174.00	(60.00)	1,114.00	75.86	.00	700.04	413.96	63	967.91
5112.101	Retirement Contribution PERS	9,576.00	68.00	9,644.00	457.18	.00	7,815.02	1,828.98	81	8,017.62
5113	Worker's Compensation	2,801.00	(235.00)	2,566.00	.00	.00	1,943.28	622.72	76	1,484.52
5114.101	Health Insurance Medical	15,931.00	345.00	16,276.00	1,161.43	.00	10,842.96	5,433.04	67	12,944.17
5114.102	Health Insurance Dental	.00	.00	.00	153.10	.00	1,340.70	(1,340.70)	+++	1,664.21
5114.103	Health Insurance Vision	.00	.00	.00	11.98	.00	107.82	(107.82)	+++	137.52
5115	Unemployment Compensation	.00	.00	.00	33.49	.00	335.49	(335.49)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	851.00	(63.00)	788.00	26.32	.00	236.88	551.12	30	316.35
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	36.10	.00	298.29	(298.29)	+++	400.76
5119.100	Retiree Costs Medical Insurance	15,481.00	(245.00)	15,236.00	1,262.06	.00	11,450.04	3,785.96	75	15,169.02
5201.100	Office Supplies General	150.00	.00	150.00	21.50	.00	93.74	56.26	62	171.72
5202.100	Operating Supplies General	200.00	.00	200.00	11.47	.00	84.77	115.23	42	300.58
5209.101	Auto Fuel Expense Town Vehicles	700.00	100.00	800.00	.00	.00	426.04	373.96	53	730.73
5210.100	Postage General	600.00	(200.00)	400.00	12.11	.00	275.22	124.78	69	455.90
5213.100	Professional/Contract Services General	100.00	(50.00)	50.00	.00	.00	27.00	23.00	54	200.00
5214.100	Repair and Maint Service General	4,790.00	45.00	4,835.00	.00	.00	4,834.82	.18	100	6,533.42
5216.100	Communications General Services	810.00	.00	810.00	67.50	.00	607.50	202.50	75	337.50
5218.100	Advertising General	600.00	.00	600.00	91.03	.00	372.21	227.79	62	603.40
5501	Debt Service Payment - Principal	8,220.00	(883.00)	7,337.00	.00	.00	3,668.29	3,668.71	50	.00
Program 4720 - CDD Planning Totals		\$143,023.00	\$95.00	\$143,118.00	\$9,556.97	\$0.00	\$101,910.75	\$41,207.25	71%	\$171.73



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 40 - Community Development										
Program 4780 - CDD - Waste Management										
5101	Salaries - Permanent	32,287.00	597.00	32,884.00	2,478.35	.00	22,970.24	9,913.76	70	31,040.02
5105	Salaries - Overtime/FLSA	.00	.00	.00	.00	.00	52.31	(52.31)	+++	.00
5106.100	Incentives & Admin Leave Administrative Leave	1,022.00	.00	1,022.00	.00	.00	.00	1,022.00	0	1,000.62
5106.200	Incentives & Admin Leave Gym Reimbursement	86.00	.00	86.00	.00	.00	64.80	21.20	75	86.40
5107	Car Allowance/Mileage	408.00	.00	408.00	34.00	.00	306.00	102.00	75	408.00
5111	Medicare	489.00	(22.00)	467.00	30.79	.00	290.87	176.13	62	415.14
5112.101	Retirement Contribution PERS	6,428.00	50.00	6,478.00	220.08	.00	5,597.76	880.24	86	5,264.24
5113	Worker's Compensation	354.00	(29.00)	325.00	.00	.00	245.60	79.40	76	239.40
5114.101	Health Insurance Medical	5,510.00	(24.00)	5,486.00	399.90	.00	3,599.08	1,886.92	66	4,804.00
5114.102	Health Insurance Dental	.00	.00	.00	52.60	.00	460.40	(460.40)	+++	588.44
5114.103	Health Insurance Vision	.00	.00	.00	4.98	.00	44.82	(44.82)	+++	59.42
5115	Unemployment Compensation	.00	.00	.00	13.60	.00	139.41	(139.41)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	314.00	38.00	352.00	9.40	.00	84.60	267.40	24	112.91
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	25.36	.00	211.87	(211.87)	+++	227.67
5211.135	Utilities Water and Sewer	2,300.00	(50.00)	2,250.00	.00	.00	1,435.47	814.53	64	2,083.66
5501	Debt Service Payment - Principal	1,320.00	(142.00)	1,178.00	.00	.00	589.07	588.93	50	.00
Program 4780 - CDD - Waste Management Totals		\$50,518.00	\$418.00	\$50,936.00	\$3,269.06	\$0.00	\$36,092.30	\$14,843.70	71%	\$46,329.92
Department 40 - Community Development Totals		\$193,541.00	\$513.00	\$194,054.00	\$12,826.03	\$0.00	\$138,003.05	\$56,050.95	71%	\$173,461.65
Department 45 - Public Works										
Program 4740 - Public Works - Engineering										
5101	Salaries - Permanent	18,739.00	(576.00)	18,163.00	1,439.14	.00	12,422.82	5,740.18	68	.00
5105	Salaries - Overtime/FLSA	.00	28.00	28.00	.00	.00	36.66	(8.66)	131	.00
5106.100	Incentives & Admin Leave Administrative Leave	839.00	.00	839.00	.00	.00	.00	839.00	0	.00
5107	Car Allowance/Mileage	360.00	.00	360.00	30.00	.00	240.00	120.00	67	.00
5109.101	Allowances Boot Allowance	45.00	(45.00)	.00	.00	.00	.00	.00	+++	.00
5111	Medicare	290.00	(16.00)	274.00	20.10	.00	173.90	100.10	63	.00
5112.101	Retirement Contribution PERS	1,886.00	(56.00)	1,830.00	108.54	.00	1,397.13	432.87	76	.00
5113	Worker's Compensation	1,715.00	(144.00)	1,571.00	.00	.00	1,189.83	381.17	76	.00
5114.101	Health Insurance Medical	2,878.00	(285.00)	2,593.00	208.20	.00	1,620.07	972.93	62	.00
5114.102	Health Insurance Dental	.00	.00	.00	29.64	.00	232.51	(232.51)	+++	.00
5114.103	Health Insurance Vision	.00	.00	.00	2.88	.00	23.25	(23.25)	+++	.00
5115	Unemployment Compensation	.00	.00	.00	8.88	.00	76.81	(76.81)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	184.00	27.00	211.00	5.99	.00	48.48	162.52	23	.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	14.70	.00	106.81	(106.81)	+++	.00
5119.100	Retiree Costs Medical Insurance	12,422.00	(329.00)	12,093.00	1,005.16	.00	9,077.99	3,015.01	75	12,321.38
5201.100	Office Supplies General	.00	17.00	17.00	.00	.00	17.27	(.27)	102	.00



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Fund 1010 - General Fund										
EXPENSE										
Department 45 - Public Works										
Program 4740 - Public Works - Engineering										
5202.100	Operating Supplies General	.00	9.00	9.00	.00	.00	9.25	(.25)	103	166.00
5209.101	Auto Fuel Expense Town Vehicles	.00	410.00	410.00	.00	.00	258.24	151.76	63	.00
5210.100	Postage General	100.00	100.00	200.00	.00	.00	111.89	88.11	56	55.74
5213.100	Professional/Contract Services General	5,000.00	(500.00)	4,500.00	.00	.00	2,055.00	2,445.00	46	5,275.00
5214.100	Repair and Maint Service General	2,395.00	.00	2,395.00	.00	.00	2,394.60	.40	100	2,301.91
5216.100	Communications General Services	.00	23.00	23.00	3.16	.00	21.56	1.44	94	.00
5218.100	Advertising General	.00	.00	.00	.00	.00	.00	.00	+++	144.96
5223.101	Meals and Refreshments Employee Meals-MOU Overtime	.00	4.00	4.00	.00	.00	4.05	(.05)	101	.00
Program 4740 - Public Works - Engineering Totals		\$46,853.00	(\$1,333.00)	\$45,520.00	\$2,876.39	\$0.00	\$31,518.12	\$14,001.88	69%	\$20,264.99
Program 4745 - Paradise Community Park										
5202.100	Operating Supplies General	2,625.00	(1,125.00)	1,500.00	430.78	.00	1,128.76	371.24	75	1,665.09
5203.100	Repairs and Maint Supplies General	800.00	1,200.00	2,000.00	34.89	.00	1,306.15	693.85	65	399.84
5211.135	Utilities Water and Sewer	2,500.00	2,500.00	5,000.00	.00	.00	3,653.56	1,346.44	73	3,629.45
5211.137	Utilities Electric and Gas	3,000.00	500.00	3,500.00	.00	.00	2,517.45	982.55	72	3,546.85
5213.100	Professional/Contract Services General	.00	.00	.00	.00	.00	.00	.00	+++	150.00
5214.100	Repair and Maint Service General	700.00	(350.00)	350.00	.00	.00	32.50	317.50	9	80.00
5216.100	Communications General Services	200.00	40.00	240.00	19.66	.00	181.12	58.88	75	225.71
Program 4745 - Paradise Community Park Totals		\$9,825.00	\$2,765.00	\$12,590.00	\$485.33	\$0.00	\$8,819.54	\$3,770.46	70%	\$9,696.94
Program 4747 - Public Facilities										
5203.100	Repairs and Maint Supplies General	200.00	.00	200.00	.00	.00	76.11	123.89	38	30.65
5211.135	Utilities Water and Sewer	4,600.00	1,400.00	6,000.00	.00	.00	3,493.36	2,506.64	58	4,620.87
5214.100	Repair and Maint Service General	150.00	45.00	195.00	.00	.00	290.00	(95.00)	149	190.00
Program 4747 - Public Facilities Totals		\$4,950.00	\$1,445.00	\$6,395.00	\$0.00	\$0.00	\$3,859.47	\$2,535.53	60%	\$4,841.52
Department 45 - Public Works Totals		\$61,628.00	\$2,877.00	\$64,505.00	\$3,361.72	\$0.00	\$44,197.13	\$20,307.87	69%	\$34,803.45
EXPENSE TOTALS		\$12,309,806.00	\$157,603.00	\$12,467,409.00	\$451,106.88	\$7,551.38	\$7,734,692.56	\$4,725,165.06	62%	\$11,346,730.38
Fund 1010 - General Fund Totals										
REVENUE TOTALS		12,131,754.00	218,767.00	12,350,521.00	338,449.32	.00	6,669,706.35	5,680,814.65	54%	12,066,485.20
EXPENSE TOTALS		12,309,806.00	157,603.00	12,467,409.00	451,106.88	7,551.38	7,734,692.56	4,725,165.06	62%	11,346,730.38
Fund 1010 - General Fund Totals		(\$178,052.00)	\$61,164.00	(\$116,888.00)	(\$112,657.56)	(\$7,551.38)	(\$1,064,986.21)	\$955,649.59		\$719,754.82
Fund 2070 - Animal Control										
REVENUE										
Department 30 - Police										
Program 4540 - Police - Animal Control										
3120.330	Other Taxes Voter Appointed Parcel Tax	132,362.00	.00	132,362.00	.00	.00	72,867.45	59,494.55	55	132,292.20
3380.105	Local Government Revenue Fines and Citations Animal Cntrl	12,000.00	(3,000.00)	9,000.00	636.67	.00	4,728.34	4,271.66	53	5.91



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Fund 2070 - Animal Control										
REVENUE										
Department 30 - Police										
Program 4540 - Police - Animal Control										
3410.113	Administrative Services Document Copying	25.00	(10.00)	15.00	3.75	.00	3.75	11.25	25	11.75
3410.150	Administrative Services Late Fees	1,100.00	(300.00)	800.00	21.14	.00	427.44	372.56	53	1,171.03
3455.200	Animal Control Adoption Fees	4,200.00	(200.00)	4,000.00	418.00	.00	2,779.00	1,221.00	69	3,976.00
3455.205	Animal Control Surrender/Euth/Disp Fees	1,300.00	(300.00)	1,000.00	175.03	.00	767.81	232.19	77	1,278.96
3455.210	Animal Control Dog Licenses	22,000.00	(1,000.00)	21,000.00	1,698.85	.00	14,691.33	6,308.67	70	20,682.54
3455.215	Animal Control Dangerous/Wild Animal Permit	71.00	(71.00)	.00	.00	.00	.00	.00	+++	.00
3455.225	Animal Control Impound/Quarantine Fees	6,500.00	(2,000.00)	4,500.00	301.24	.00	3,030.04	1,469.96	67	5,285.72
3455.226	Animal Control Impound Unaltered State Fee	500.00	200.00	700.00	35.00	.00	560.00	140.00	80	770.00
3901.100	Refunds & Reimbursements Miscellaneous	11,900.00	4,640.00	16,540.00	66.67	.00	10,134.81	6,405.19	61	20,593.32
3902.100	Miscellaneous Revenue General	.00	152.00	152.00	506.26	.00	676.93	(524.93)	445	1.72
3910.811	Transfers In From Animal Control Donations	28,874.00	13,823.00	42,697.00	2,406.00	.00	21,656.00	21,041.00	51	16,907.82
Program 4540 - Police - Animal Control Totals		\$220,832.00	\$11,934.00	\$232,766.00	\$6,268.61	\$0.00	\$132,322.90	\$100,443.10	57%	\$216,186.97
Department 30 - Police Totals		\$220,832.00	\$11,934.00	\$232,766.00	\$6,268.61	\$0.00	\$132,322.90	\$100,443.10	57%	\$216,186.97
REVENUE TOTALS		\$220,832.00	\$11,934.00	\$232,766.00	\$6,268.61	\$0.00	\$132,322.90	\$100,443.10	57%	\$216,186.97
EXPENSE										
Department 30 - Police										
Program 4540 - Police - Animal Control										
5101	Salaries - Permanent	70,692.00	1,870.00	72,562.00	5,429.87	.00	49,912.80	22,649.20	69	64,465.81
5102	Salaries - Temporary	20,528.00	(5,644.00)	14,884.00	136.50	.00	8,090.49	6,793.51	54	19,874.00
5104	Wages - PS Holiday Pay	2,284.00	114.00	2,398.00	193.22	.00	1,831.90	566.10	76	2,270.62
5105	Salaries - Overtime/FLSA	1,000.00	1,170.00	2,170.00	104.99	.00	1,263.83	906.17	58	6,941.99
5106.200	Incentives & Admin Leave Gym Reimbursement	270.00	(180.00)	90.00	.00	.00	90.00	.00	100	360.00
5109.100	Allowances Uniform Allowance	1,364.00	.00	1,364.00	113.70	.00	1,023.30	340.70	75	1,990.04
5111	Medicare	1,383.00	(49.00)	1,334.00	84.53	.00	884.00	450.00	66	1,371.31
5112.101	Retirement Contribution PERS	11,529.00	(373.00)	11,156.00	418.08	.00	8,478.64	2,677.36	76	8,226.19
5112.102	Retirement Contribution Social Security	.00	.00	.00	8.46	.00	501.60	(501.60)	+++	1,235.27
5113	Worker's Compensation	9,063.00	(760.00)	8,303.00	.00	.00	6,287.73	2,015.27	76	6,264.68
5114.101	Health Insurance Medical	12,739.00	(24.00)	12,715.00	867.48	.00	7,807.36	4,907.64	61	10,084.55
5114.102	Health Insurance Dental	.00	.00	.00	191.72	.00	1,679.18	(1,679.18)	+++	2,231.55
5114.103	Health Insurance Vision	.00	.00	.00	6.12	.00	55.08	(55.08)	+++	69.47
5115	Unemployment Compensation	.00	5,520.00	5,520.00	37.31	.00	2,221.81	3,298.19	40	.00
5116.101	Life and Disability Insurance Life & Disab.	978.00	56.00	1,034.00	38.02	.00	342.18	691.82	33	439.57
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	54.69	.00	459.63	(459.63)	+++	526.23
5119.100	Retiree Costs Medical Insurance	9,746.00	(193.00)	9,553.00	790.71	.00	7,180.34	2,372.66	75	11,685.97
5201.100	Office Supplies General	250.00	.00	250.00	.00	.00	245.60	4.40	98	149.26
5202.100	Operating Supplies General	3,910.00	3,990.00	7,900.00	.00	1,452.60	6,293.61	153.79	98	7,020.04



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Fund 2070 - Animal Control										
EXPENSE										
Department 30 - Police										
Program 4540 - Police - Animal Control										
5203.100	Repairs and Maint Supplies General	500.00	(250.00)	250.00	.00	.00	23.52	226.48	9	820.34
5204	Subscriptions and Code Books	190.00	.00	190.00	.00	.00	135.00	55.00	71	90.00
5209.101	Auto Fuel Expense Town Vehicles	2,500.00	.00	2,500.00	.00	.00	1,387.02	1,112.98	55	1,957.74
5210.100	Postage General	100.00	(50.00)	50.00	.00	.00	2.70	47.30	5	12.48
5211.135	Utilities Water and Sewer	850.00	250.00	1,100.00	.00	.00	766.92	333.08	70	900.83
5211.137	Utilities Electric and Gas	3,800.00	400.00	4,200.00	.00	.00	2,815.35	1,384.65	67	3,784.01
5211.139	Utilities Propane	1,080.00	(80.00)	1,000.00	160.00	.00	949.93	50.07	95	833.81
5213.100	Professional/Contract Services General	9,375.00	4,125.00	13,500.00	.00	64.00	9,201.15	4,234.85	69	17,916.76
5214.100	Repair and Maint Service General	7,370.00	.00	7,370.00	.00	.00	7,894.95	(524.95)	107	1,122.43
5215.100	Rents and Leases Miscellaneous	.00	.00	.00	.00	.00	1.00	(1.00)	+++	1.00
5215.106	Rents and Leases Copiers	1.00	.00	1.00	.00	.00	.00	1.00	0	.00
5216.100	Communications General Services	1,740.00	(90.00)	1,650.00	74.98	.00	1,165.89	484.11	71	1,772.72
5218.100	Advertising General	.00	76.00	76.00	.00	.00	86.28	(10.28)	114	21.21
5219.100	Printing General	420.00	(200.00)	220.00	.00	.00	.00	220.00	0	.00
5220.100	Employee Development General	280.00	.00	280.00	.00	.00	100.00	180.00	36	1,881.55
5223.101	Meals and Refreshments Employee Meals-MOU Overtime	450.00	(300.00)	150.00	.00	.00	63.75	86.25	42	438.75
5225	Bank Fees and Charges	1,200.00	(600.00)	600.00	.00	.00	395.74	204.26	66	1,221.12
5280.100	Bad Debt Write Off Expense	.00	1,184.00	1,184.00	.00	.00	1,183.76	.24	100	.00
5303	Improvements	.00	.00	.00	.00	.00	.00	.00	+++	4,545.19
5304	Furniture & Equipment	800.00	.00	800.00	.00	.00	.00	800.00	0	786.34
5501	Debt Service Payment - Principal	1.00	(1.00)	.00	.00	.00	.00	.00	+++	.00
5910.010	Transfers Out To General Fund	44,439.00	56.00	44,495.00	.00	.00	21,621.00	22,874.00	49	41,515.00
Program 4540 - Police - Animal Control Totals		\$220,832.00	\$10,017.00	\$230,849.00	\$8,710.38	\$1,516.60	\$152,443.04	\$76,889.36	67%	\$224,699.83
Department 30 - Police Totals		\$220,832.00	\$10,017.00	\$230,849.00	\$8,710.38	\$1,516.60	\$152,443.04	\$76,889.36	67%	\$224,699.83
EXPENSE TOTALS		\$220,832.00	\$10,017.00	\$230,849.00	\$8,710.38	\$1,516.60	\$152,443.04	\$76,889.36	67%	\$224,699.83
Fund 2070 - Animal Control Totals										
REVENUE TOTALS		220,832.00	11,934.00	232,766.00	6,268.61	.00	132,322.90	100,443.10	57%	216,186.97
EXPENSE TOTALS		220,832.00	10,017.00	230,849.00	8,710.38	1,516.60	152,443.04	76,889.36	67%	224,699.83
Fund 2070 - Animal Control Totals		\$0.00	\$1,917.00	\$1,917.00	(\$2,441.77)	(\$1,516.60)	(\$20,120.14)	\$23,553.74		(\$8,512.86)
Grand Totals										
REVENUE TOTALS		12,352,586.00	230,701.00	12,583,287.00	344,717.93	.00	6,802,029.25	5,781,257.75	54%	12,282,672.17
EXPENSE TOTALS		12,530,638.00	167,620.00	12,698,258.00	459,817.26	9,067.98	7,887,135.60	4,802,054.42	62%	11,571,430.21
Grand Totals		(\$178,052.00)	\$63,081.00	(\$114,971.00)	(\$115,099.33)	(\$9,067.98)	(\$1,085,106.35)	\$979,203.33		\$711,241.96



**Town of Paradise
Council Agenda Summary
Date: April 11, 2017**

Agenda Item: 6(f)

Originated by: Colette Curtis, Administrative Analyst II

Reviewed by: Lauren Gill, Town Manager

**Subject: Community Development Block Grant Program (CDBG)
Approval of Annual Action Plan and Subrecipient Funding
Recommendations**

Council Action Requested:

1. Adopt the 2017-18 Subrecipient funding recommendations regarding grant funding for local organizations; and
2. Adopt the FINAL 2017-2018 Annual Plan as submitted; or
3. Revise the FINAL 2017-2018 Annual Plan; and
4. Authorize staff to submit the adopted 2017-2018 Annual Plan to the U.S. Department of Housing and Urban Development.

Background:

On February 14, 2017 Council held the second of two public hearings on the 2017-2018 Annual Action Plan. The Annual Action Plan has been available for public comment during a mandatory 30-day public notice period from February 14 through March 14, 2016. Residents were encouraged to participate in the plan's development through the public hearing process or by submitting comments to staff by the end of the Council meeting on March 14, 2017. Today's meeting is the final approval of the Annual Plan. Staff will submit the plan to the U.S. Department of Housing and Urban Development (HUD) for review and approval once HUD has issued their allocation for the year.

Last year the Town received \$172,292 in funding, which was a slight decrease from the previous program year. We have not received our allocation yet from HUD, however we received guidance to wait until HUD clarifies their budget before submitting any Annual Plan for approval. The normal deadline for submitting the Annual Plan is May 15th, however the HUD guidance has indicated that plans may be submitted after that date, dependant on receiving the yearly allocation from HUD.

Subrecipient Funding:

In January, non-profit organizations doing business in Paradise were given 30-days to submit applications for grant funding to the Town. Seven applications were submitted and scheduled to interview with the subrecipient funding sub-committee. The funding Committee, consisting of Councilmember's Schuster and Zuccolillo, along with the Town Manager and Administrative Analyst, met with each of the applicants on March 23, 2017.

Although all of the organizations that submitted applications were deserving of the funding, the Town's expected allotment is much smaller than the requests for funding. Assuming similar funding to the previous program year, the Town expects to receive \$25,800 this program year. The sub-committee's recommendation to Council is depicted in the funding chart below.

Applicant Name	Requested Amount	Final Recommendation	Proposed Program
Boys and Girls Club	\$8,000	\$6,800	Provide weekly workforce readiness program services and support. Help at risk teens develop their leadership skills and strive for academic achievement and a future career path.
Catalyst	\$10,000	\$8,000	Provides services to meet the needs of domestic violence victims and children, provide shelters, hotlines, counseling, restraining orders.
Paradise Jr. Football	\$7,250	\$0	Scholarships for low/moderate income youth to participate in Youth Football and Cheerleading.
Youth 4 Change	\$10,000	\$8,000	Assistance to low income families to pay for emergency needs and bills.
Salvation Army	\$4,000	\$0	Short Term rental assistance for low income residents.
SHOR	\$2,000	\$0	Purchase non-perishable supplies used daily to hydrate, feed, and bathe homeless clients.
PRPD	\$3,000	\$3,000	Scholarships for low/moderate income youth to participate in PRPD Sports Programs.

Total Requested	\$44,250	\$25,800.00
Estimated Funds Available	\$25,800	

In forming its recommendation, the Committee focused on leveraging funding to assist organizations in a meaningful way.

Annual Plan 2017-18 Proposed Funding Allocation:

This year, the Town will continue to support low and moderate income homeowners who need repairs to their home, and low income first-time homebuyers who are seeking

down-payment assistance to purchase a home. The town will also be allocating funding for public services through our subrecipient funding process and allocate funds for the program's planning and administrative activities.

2017-2018 Staff Recommended Funding Breakdown:

Program Administration	\$34,400
Housing	\$111,800
Public Services	\$25,800
TOTAL:	\$172,295

Financial Impact:

The impact of this agenda item and subsequent actions related to the CDBG Program is positive, as it will result in the award of \$172,000 in federal funds. There is no impact to the General Fund.

Staff Recommendation:

Adopt the 2017-2018 Subrecipient funding recommendations regarding grant funding for local organizations and adopt the 2017-2018 Annual Action Plan. Authorize staff to submit the adopted 2017-2018 Annual Plan to the U.S. Department of Housing and Urban Development.



2017-2018 Community Development Block Grant Annual Plan

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Town of Paradise, through its Community Development Block Grant (CDBG) program, has developed a strategy that focuses on cultivating Paradise as a viable community by providing decent housing, a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons.

This year, the Town will continue to support low and moderate income homeowners who need repairs to their home, and low income first-time homebuyers who are seeking down payment assistance to purchase a home. Loans for small, low income businesses will be offered this year as well. The Town will continue funding public services through our subrecipient funding process and allocate funds for the program's planning and administrative activities.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The objectives for the 2017-18 program year are as follows:

1. Housing Assistance - Continue First Time Home Buyer Loans and Owner Occupied Rehabilitation Loans
2. Business Assistance - Renew program offering low income business owners loans to start or improve their business (code corrections, facade improvements, septic etc).



3. Public Services - Continue offering grants to non-profit community groups to provide services to the community. Previously funded programs include: Services for battered women and children, emergency overnight shelter to prevent homelessness, work training programs for at risk youth, college preparation for at risk youth, services for low income families, scholarships for low income youth to participate in sports.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Town's past experience with CDBG funds has shown a great need in our community for affordable housing and services for low income residents. As a result, the Town continues to provide low income first time home buyers with assistance. The Town also continues to provide help to low income homeowners who need assistance with repairs and code corrections. Our past experience with subrecipients has also shown that there is a great need in our community for services for battered women, children, the elderly and low income families. The funding we grant to subrecipients is focused on providing for these needs.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

A public notice was published in the Paradise Post on December 31, 2016 outlining the noticing requirements of the Citizen Participation Plan and Annual Plan. The public notice announced the two public hearings that allowed citizens the opportunity to comment and make suggestions on the development of the 2017-2018 Annual Action Plan.

- **1st Public Hearing:** Tuesday, January 10, 2017 at 6:00 p.m. This public hearing was used to solicit suggestions and/or comments from the public regarding the 2017-2018 Annual Plan funding priorities.
- **2nd Public Hearing:** Tuesday, February 14, 2017 at 6:00 p.m., in the Town Hall Council Chambers at 5555 Skyway, Paradise, California. The Draft Annual Action plan was available for review by the Council and the public. This public hearing initiated a 30-day public comment period.
- **30-Day Public Comment Period:** February 14th-March 14th, 2017. The Draft Annual Action Plan was available for public review at the following locations, Paradise Public Library, Senior



Center, Family Resource Center, Paradise Chamber of Commerce, Town Hall and could be downloaded via the Town's website.

- **Council Meeting:** Tuesday, April 11th, 2017, at 6:00 p.m., in the Town Hall Council Chambers at 5555 Skyway, Paradise, California. The Council reviewed the final draft of the 2017-2018 Annual Plan. Council adopted the drafts and approved submission of the documents to HUD.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No public comments were received for the 2017-2018 plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

NA

7. Summary

The Town posted the public hearing notice in the Paradise Post and made it available on the Town's website. Community Service organizations were given information about the Annual Plan process and were encouraged to discuss these projects with individuals who visit their organizations. The draft plan was made available for review at the above mentioned locations, all of which are accessible to persons with disabilities.



PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator		Town of Paradise

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Colette Curtis

Administrative Analyst

5555 Skyway

Paradise CA 95969



(530) 872-6291 ext 112

ccurtis@townofparadise.com



AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The town’s involvement with the Butte County Continuum of Care (CoC), which compiles an annual survey of the homeless population in Paradise, has provided the town with actual data regarding homelessness in the Town. The survey report which was provided to the town only counted the actual surveys filled out by homeless persons.

The Town provides assistance to non-profit organizations, which provide services to the homeless population. Through CDBG funding, the Town assists these organizations to find solutions and additional funding that can support this population. The town is working on a rental assistance program to assist individuals who are unable to rent on their own.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

NA

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities



Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Butte County Continuum of Care
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

Identify any Agency Types not consulted and provide rationale for not consulting



Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)



AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The Town held two public hearings to solicit public comment on goals for the 2016-17 plan. Town staff also met with community groups to discuss the Town's goals and needs of the community.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	A public hearing was held during a formally noticed Council Meeting on two separate dates. Attendance was moderate at each.	There were no public comments received.	NA	



Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Newspaper Ad	Non-targeted/broad community	Public Notice published in the Paradise Post Newspaper with public participation process and dates for comments.	No comments were received.	NA	

Table 4 – Citizen Participation Outreach



Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

Based on last year's allocation, we expect to receive approximately \$172,000. Funding from the 2009/10 Program Year (\$80,00) and 2013/14 Program Year (40,000) is currently going through the Substantial Amendment process and will be re-allocated for use in Housing Assistance during the 2016-17 and 2017-18 Program Year.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	172,000	0	120,000	292,000	0	



Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - federal	Housing	0	0	0	0	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

NA

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

NA

Discussion



Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

No Goals Found

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Assistance	2015	2020	Affordable Housing	Paradise	Affordable Housing		Homeowner Housing Rehabilitated: 5 Household Housing Unit Direct Financial Assistance to Homebuyers: 5 Households Assisted
2	Public Services	2015	2020	Homeless Non-Homeless Special Needs Non-Housing Community Development	Paradise	Homelessness	CDBG: \$25,800	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted Homelessness Prevention: 10 Persons Assisted

Table 6 – Goals Summary



Goal Descriptions

1	Goal Name	Housing Assistance
	Goal Description	
2	Goal Name	Public Services
	Goal Description	

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

We estimate we will assist approximately 10 low income families with affordable housing.



AP-35 Projects – 91.220(d)

Introduction

#	Project Name

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs



Projects

AP-38 Projects Summary Project Summary Information

Table 9 – Project Summary



AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

All funding will be directed within the Town Limits of Paradise. Paradise does not have geographical concentrations of low income or minority households. These households are spread throughout the Town, and as a result funding will be distributed based on eligibility and need.

Geographic Distribution

Target Area	Percentage of Funds
Paradise	100

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Discussion



Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

This year the Town of Paradise plans to assist with affordable housing by providing two housing programs: First Time Home Buyer Assistance and Owner Occupied Rehabilitation. The Town will also provide funding to subrecipients who will support the homeless population in Paradise.

One Year Goals for the Number of Households to be Supported	
Homeless	5
Non-Homeless	10
Special-Needs	0
Total	15

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	5
Acquisition of Existing Units	5
Total	10

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion



AP-60 Public Housing – 91.220(h)

Introduction

The Town continues to monitor Paradise Community Village (PCV), a low income housing facility the Town assisted with CDBG funds in 2013.

Actions planned during the next year to address the needs to public housing

Actions to encourage public housing residents to become more involved in management and participate in homeownership

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Discussion



AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Although the Town has approximately 27,000 residents, it is by no means an urban center in the North state, and with the lack of efficient public transportation, Paradise has not become a destination for homeless individuals such as other communities in our area- as seen in Chico and Oroville. The lack of social services and shelters, coupled with the fact that these services have been available in neighboring cities has lessened both the homeless population and urgency to address these needs in Paradise.

The Butte County Housing Authority is working with the Butte Continuum of Care, which is a conglomeration of public agencies and local nonprofits, who work together to hold an annual census of homelessness in Butte County. This survey was completed on January 30, 2013. The data is a point in time survey which makes it very hard to assess the actual homeless count, since it is only a one-day juncture and may not capture the whole picture or actual homelessness in Paradise. These parameters of the survey were kept in mind as the Town decided among priority needs in this category. The most recent point in time survey occurred on Jan. 25th 2017, however that data has not been released to date.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

2013 Homeless Survey (Completed by Continuum of Care staff and volunteers)

The 2013 survey data was compiled, and the following information, provides us with an overview of homelessness in Paradise. Over 1,553 surveys were given out in Butte County, 89 or 6% were completed in Paradise. The survey results show that 29% of respondents from Paradise were adults, 38% were adults in families and 29% were children. The report did state that approximately 10% of homeless youth are or have been part of the foster care system. The high number of homeless youth that came out of the survey could be justified because Paradise has a very high number of foster care youth and youth in group homes. HUD does not current define foster youth as ‘chronically homeless.’



Addressing the emergency shelter and transitional housing needs of homeless persons

The Town will continue to work with local non-profits and the homeless shelter in Chico (Torres Shelter) to make sure that the chronically homeless population in Paradise will be able to seek out services from these agencies and to also make sure that agencies are able to service this population. The Torres shelter accepts individuals from around the area, and Paradise homeless individuals are encouraged to seek shelter there if needed. Sojourner House on the Ridge (SHOR) operates a day center in Paradise, offering case management and referrals to Chico for overnight shelter at the Torres Shelter. There are non-profits in town that provide hot meals to residents of Paradise and they also help with emergency shelters if needed.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The town currently works with the local Continuum of Care program to prevent chronic homelessness within our jurisdiction. Youth for Change also provides services to homeless individuals and youth in foster and group homes. These programs focus on transitioning individuals from homelessness to permanent housing and independent living. The town will continue funding organizations that provide case management and credit counseling services to the homeless population to encourage and teach them how to be successful in their jobs and living situation.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Discussion



One year goals for the number of households to be provided housing through the use of HOPWA for:
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total



AP-75 Barriers to affordable housing – 91.220(j)

Introduction

The Town encourages the development of affordable housing by initiating the following goals. The goals are used as incentives to assist with options of affordable housing construction. These bonuses and incentives are intended to contribute to the economic feasibility of affordable housing in developments proposed within the town.

- Softened the zoning requirements associated with secondary housing units to encourage development.
- The Paradise Zoning Ordinance Chapter 17.44 includes provisions about affordable housing incentives and residential density bonuses (Paradise Housing Element, 2014).

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

return on residential investment

The Town of has an adopted Fair Housing Impediments Analysis that provides an overview of the public policies which are in place to serve as barriers to affordable housing.

One of the barriers to affordable housing is the Town of Paradise’s lack of a municipal wastewater treatment facility. Typical septic tanks and leach lines are adequate for single family development but this is not a viable alternative for new housing developments which are at higher densities. Typically, affordable housing units are built in clusters and would require a more advanced wastewater treatment system, which typically is very expensive and may lead to costs being passed on to the developer or whomever is financing the project.

The Town is currently exploring options for a sewer to service the more developed areas of Town.

Discussion



AP-85 Other Actions – 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs

Actions planned to foster and maintain affordable housing

Actions planned to reduce lead-based paint hazards

Actions planned to reduce the number of poverty-level families

Actions planned to develop institutional structure

Actions planned to enhance coordination between public and private housing and social service agencies

Discussion



Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

- | | |
|---|-------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 0.00% |



Discussion

