



Town of Paradise Town Council Meeting Agenda 6:00 P.M. – April 9, 2019

Town of Paradise Council Chamber – 5555 Skyway, Paradise, CA

Mayor, Jody Jones
Vice Mayor, Greg Bolin
Council Member, Steve Crowder
Council Member, Melissa Schuster
Council Member, Mike Zuccolillo

Town Manager, Lauren Gill
Town Attorney, Dwight L. Moore
Town Clerk, Dina Volenski
Acting Community Development Director, Susan Hartman
Administrative Services Director/Town Treasurer, Gina Will
Assistant. Town Manager/Public Works Director/Town
Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, John Messina
Chief of Police, Eric Reinbold

- 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

- [1a.](#) p5 Proclamation - Sexual Assault Awareness Month
- [1b.](#) p6 Proclamation - Animal Control Officer Appreciation Week
- [1c.](#) p7 Proclamation - Daughters of the American Revolution (DAR)
- 1d. Presentation - "Bells of Paradise" Wind Chime Gift Project - 4-H Emerald Star project.

The chime is a gift and a symbol of hope, healing and support from the community. Families are nominated by the community and nominees are encouraged to pass on the gift by nominating others. This forms a linked chain of connections from friends and neighbors and first responders. The builders are "connected" by reading the stories from the families and seeing the inspirational words chosen by the nominees that become part of the personalized chimes.
- 1e. Update - Chocolate Festival Activities
- 1f. Presentation - Camp Fire Zone Captain System
- 1g. Updates from Agencies regarding the Camp Fire.

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.](#) p8 Approve minutes from the November 28, 2018 Special and December 11, 2018 Regular Town Council meetings.
- [2b.](#) p21 Approve cash disbursements for March 2019 in the amount of \$1,624,919.21.
- [2c.](#) p29 Waive the second reading of Town Ordinance No. 576 and approve reading by title only and. 2. Adopt Town of Paradise Ordinance No. 576 relating to the Towns Purchasing System.
- [2d.](#) p35 1. Award Contract No. 19-05, Professional Arborist Services for Priority 2 Camp Fire Vegetation Evaluation, to Davey Resources Group and authorize the Town Manager and Town Attorney to execute a contract estimated at \$150,000.
- [2e.](#) p48 1. Award Contract No. 19-06 (a, b and c), Camp Fire Emergency On-Call Tree Felling, to M&S Wesley Tree Service, A&E Arborists Tree Care and P31 Enterprises and authorize the Town Manager and Town Attorney to execute contracts estimated at \$100,000 each.

- [2f.](#) p50 Acceptance of the 2018 Annual Report of the Paradise Planning Commission Regarding Progress Towards Implementation of the 1994 Paradise General Plan Housing Element
- [2g.](#) p58 Accept a \$25,000.00 grant award from the North Valley Community Foundation, Camp Fire Grant program to aid in the ongoing financial support of the K-9 program.
- [2h.](#) p60 Accept the various private citizen and business donations offered to the Town of Paradise during the month of March 2019 in the amount of \$189,049.96.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

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

5. PUBLIC HEARINGS - None

6. COUNCIL CONSIDERATION

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

- [6a.](#) p66 Authorize the Town Manager to enter into an agreement with Blue Flamingo for communication strategy and support services with an agreement not to exceed \$102,215.00. (ROLL CALL VOTE)
- [6b.](#) p79 Consider the following actions relating to recruitment for a vacancy on the Paradise Planning Commission:
 - 1. Approve the Notice of Vacancy created by the resignation of Planning Commissioner Ray Groom, approve the Planning Commissioner application and authorize staff to advertise the existing Planning Commissioner vacancy, which will include a legal notice, posting on the Town's website, Face book page and a media release.
 - 2. Appoint Commissioner Towslee for another term expiring on June 30, 2023. (ROLL CALL VOTE)
- 6c. Verbal update and consider approving the Butte Strong fund rebuild incentive program. (ROLL CALL VOTE)
- [6d.](#) p85 1. Consider awarding Contract No. 19-07, Camp Fire Town Facility Water Quality Investigation and Implementation, to Hailing & Associates, a sole contract pursuant to PMC section 2.45.070C and authorizing the Town Manager and Town Attorney to execute a contract estimated at \$100,000 with approval to issue subsequent task orders, pending outcomes of water quality sampling results. (ROLL CALL VOTE)

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items

7a1. Discussion regarding manufactured homes. (CROWDER)

7a2. Discussion regarding building garages without having to submit plans for entire home. (CROWDER)

7a3. Discussion regarding property surveys. (ZUCCOLILLO)

7a4. p108 Consider adopting Resolution No. 19-___, A Resolution of the Town Council of the Town of Paradise Supporting the Adoption of Assembly Bill 41 Relating to State of California Eligible Costs for the Camp Fire. (JONES)
ROLL CALL VOTE

7b. Council reports on committee representation

7c. Future Agenda Items

8. STAFF COMMUNICATION

8a. Town Manager Report

9. CLOSED SESSION

9a. Pursuant to Government Code Section 54956.9(a), the Town Council will hold a closed session with the Town Attorney and Town Manager concerning the following pending case:

Town of Paradise v. PG&E Corporation, County of Butte Superior Court Case no. 19CV00259

9b. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Paradise Police Officers Association, Confidential Mid-Management Association, General Employees Unit, Police Mid-Management Unit and the Management Group.

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:	
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TOWN/ASSISTANT TOWN CLERK SIGNATURE	

WHEREAS, April is National Sexual Assault Awareness Month (SAAM) which calls attention to the fact that sexual violence is widespread and impacts every person in this community.

WHEREAS, the goal of SAAM is to raise public awareness about sexual violence and educate communities on how to prevent it; and

WHEREAS, rape, sexual harassment and others forms of sexual violence harm our community, and statistics show one in five (5) women and one in sixty-seven (67) men will be raped at some point in their lives; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one (1) in six (6) boys and one (1) in three (3) girls will experience sexual assault before age eighteen (18); and

WHEREAS, on campus, one in five women and one in 16 men are sexually assaulted during their time in college; and

WHEREAS, The theme of this year's SAAM campaign is "I Ask". The campaign informs individuals on how they can use their words to stop sexual violence before it happens by promoting safety, respect, and equality; and

WHEREAS, our words shape the world around us. Whether you speak out against locker room talk or help someone better understand these issues, your voice is powerful and necessary in this conversation: and

WHEREAS, Individuals can embrace their voices to show their support for survivors, stand up to victim blaming, shut down rape jokes, correct harmful misconceptions, promote everyday consent, and practice healthy communication with kids.

WHEREAS, we join advocates and communities across the country in taking action to prevent sexual violence. April is National Sexual Assault Awareness (SAAM) Month and each day of the year is an opportunity to create change for the future.

NOW THEREFORE I, Jody Jones, **Mayor of the Town of Paradise**, join **Rape Crisis Intervention & Prevention** sexual assault 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 2019 as "Sexual Assault Awareness Month" and April 24, 2019, 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 9th day of April 2019.

Jody Jones, Mayor

WHEREAS, the second full week in April is National Animal Control Officer Appreciation Week and is designed to give recognition to the hard-working men and women of Animal Control offices and especially to the Paradise Animal Control and Shelter employees; and

WHEREAS, Animal Control Officers risk their lives and devote huge amounts of personal time and resources, while they serve the public like other public safety and law enforcement agencies empowered with the same duties; and

WHEREAS, these hard working and dedicated Animal Control employees should be honored by having the whole community say “Thank You”, for helping when no one else could, or would even know how to; and

WHEREAS, Animal Control Officer Appreciation week is a great time of year for Animal Control agencies to connect with the community and use this time of heightened awareness to inform the community of the services provided by Animal Control and to educate as many people as possible of the immense effort expended daily by their Animal Control Officers; and

WHEREAS, Animal Control Officers are on the frontlines of animal abuse; they are the ones who investigate situations where animals face harm and without them, animals would remain in cruel environments.

NOW THEREFORE, I, Jody Jones, Mayor of the Town of Paradise, recognize this week as National Animal Control Officer Appreciation Week and suggest thanking your local animal control officers for their dedication and hard work in a field that can be thankless at times.

IN WITNESS WHEREOF I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 9th day of April, 2019.

Jody Jones, Mayor

WHEREAS, Regent Nancy Bickham, of the Daughters of the American Revolution (DAR) Alexander Stirling Chapter in Louisiana offered to have an American flag flown over the U.S. Capitol as a symbolic gesture to unify the citizens of Paradise after the tragedy of the Camp Fire; and,

WHEREAS, U.S. Congressman Garret Graves was honored to have the flag flown over the Capitol in Washington D.C. in honor of Paradise, California; and,

WHEREAS, Dianne Wrona of the Chico Chapter of the Daughters of the American Revolution (DAR) offered to assist in having the flag presented to the Town of Paradise; and,

WHEREAS, The flag and a bronze plaque will be presented to the Town Council at Paradise Town Hall on Saturday May 4, 2019 at 11 am; and

WHEREAS, Additionally, nearly all of the flags used for the “Parade of Flags” were lost in the Camp Fire, with only 30 of the original 1,100 remaining for display on Veterans Day, the 4th of July and Memorial Day along Skyway; and

WHEREAS, The Chico Chapter of the DAR and the Louisiana Chapter of the DAR came together to collect \$1,989.00 towards the purchase of 85 flags to replace those lost in the Camp Fire.

NOW, THEREFORE, I, Jody Jones, Mayor of the Town of Paradise, commend the Daughters of the American Revolution and Congressman Garret Graves for their generous gift and for their symbolic gesture of unity with the Town of Paradise.

IN WITNESS WHEREOF I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 9th day of April, 2019.

Jody Jones, Mayor

**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 3:00 PM – November 28, 2018**

1. OPENING

The Special meeting of the Town Council was called to order by Mayor Jody Jones at 3:02 p.m. in the City of Chico Council Chamber located at 421 Main St, Chico, California, who led the Pledge of Allegiance to the Flag of the United States of America.

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

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Finance Director/Town Treasurer Gina Will, Administrative Analyst Colette Curtis, Public Works Director/Town Engineer Marc Mattox, Police Chief Eric Reinbold, Business/Housing Director Kate Anderson

2. COUNCIL CONSIDERATION - ACTION CALENDAR

Business/Housing Director Kate Anderson informed the Council that of the Home Loans issued by the Town, 70% to 80% of the houses did not survive the fire. Ms. Anderson explained that the homeowners are issued payouts from Insurance companies with the Town of Paradise as co-payee. In certain circumstances, where there is not a lot of equity in the home, the Town of Paradise would want to forgive the interest on the loan. The proposed resolution allows the Town Manager to forgive the interest on the loan on a case by case basis.

1. **MOTION by BOLIN, seconded by Lotter**, adopted Resolution No. 18-46. A Resolution Authorizing the Town Manager to Forgive Accrued Interest on Town Loans to Individuals Under Certain Grant Funded Housing Programs as a result of the Camp Fire. Roll call vote was unanimous.

2. This item was deferred to a later date. Approve agreement with David Anderson relating to the voluntary use of Property to Process Waste from the Camp Fire. - This item was deferred to a later date.

3. Administrative Services/Finance Director Gina Will gave a financial update. There has been preliminary meetings with the Towns insurance company, of which they have issued a \$1.5 million advance on damages. It is estimated 15-20 vehicles and/or equipment are damaged or destroyed. CAL OES/FEMA preliminary project list of destroyed structures has been completed and the next phase will be debris removal including tree and materials. Road repairs, equipment, radio infrastructure and irrigation damages are also being actively evaluated and the Town is asking FEMA to pay 90% of the costs.

Other financial considerations include Property Taxes, which the county will pay the current amount and then reevaluate properties. The Town is asking for a back

fill on property taxes from the state. Ernst and Young will be offering a consultant pro bono in regards to cost recovery assistance. Meetings have been conducted between the department of Finance and CAL OES in regards to legislative help and other revenue sources are being considered for back fill too.

Mayor Jones asked if we have enough money to pay our bills and salaries.

Director Will replied that yes, we have been given funds to help us in the short-term.

Manager Gill commented that part of the Towns legislative ask is a 10-year back fill, although it is expected that there will be new construction and revenue that will come. Ms. Gill also explained that the Town is looking at other options to lower monthly expenses. The Town is also working with businesses to meet some needs moving forward.

Council Member Lotter commented that through the California League of Cities he not only asked for legislative help for the Town but also from the other municipalities as well.

Councilmember Bolin asked how much FEMA is advancing.

Ms. Will stated that she just signed off on a \$5 million advance from FEMA and the Town typically uses \$1.2 million a month.

4. An update was provided from the following agencies:

4a. Emergency Operations Center (EOC) - Jim Broshears gave an update that the Disaster Recovery team from Sonoma and Santa Rosa have been invaluable in guiding the Town in areas such as cost recovery. There is concern about the trees in the right of way and damaged culverts. The next step will be to transition the EOC to normal operations.

4b. Public Works Directors/Engineer Marc Mattox presented how the Disaster Recovery Operations Center will be structured and highlighted supportive functions. Mr. Mattox reported on the different aspects of the DROC (Disaster Recovery Operations Center), Health & Human Services, Environmental and Land Use, Planning and mutual aid from other cities.

4c. Police Department - Chief Reinbold stated the number one question is when will the town open back up to residents. He stated there was currently a large amount of work being done in Town to make it safe, including repairing power lines, clearing roads, taking down hazardous trees and fixing culverts. Chief Reinbold shared that significant progress has been made in southern zones 9-14 and eastern zones 14,8 & 3; that there are a lot of divisions that need to sign off before citizens will be able to re-enter the town, they are looking at mid-next week at possible reentry time.

Councilmember Schuster commented that re-entry does not mean repopulation.

Mayor Jones asked for an estimate when the other zones will be open.

Council Member Bolin asked if someone has a green tag on their house are they able to occupy the house, knowing there is no power. Council Member Zuccolillo asked if there's a plan in place to help surviving business recover important documentation.

Council Member Lotter asked the Chief to explain what the impact would be if we allowed people back into town.

Council Member Bolin asked how will a standing house be protected from looters.

Joule Charney asked about what the EPA will be doing at the properties, about mail being held at P.O. Boxes inside the Town of Paradise, is concerned that PG&E is putting up power poles and why they are not underground, why they cannot estimate when the whole town will be open to the residents so the displaced citizens can plan and suggested the Town have a plan for erosion control.

Jim Clarkson mentioned he has been trying to contact organizations to assist with disposal of refrigerators but he has had a difficult time finding answers.

Tom Kelly commented that the insurance companies are withholding funds until they can assure the properties are destroyed; asked the Council to make a special provision for insurance agents to enter the town and commented on the lack of communication.

Laurie Macausin worried about having weapons in her standing home. She was referred to the Police Chief after the meeting.

Dave Clemmins, from DC Auto Electric, state that he has tools that may have survived and that it looked like he was going to be last for re-entry. Mr. Clemmins asked if there are funds available for business owners because there needs to be incentive for people to come back to Paradise.

Julie Lucido Insurance mentioned there are people getting in on social media.

Mike a citizen, confirmed he would not be able to go to his business till the zones are open. He asked again about how to confirm with insurance that their house is burned down.

Rick Ruro asked whether it has been considered to open Clark instead of Pentz.

Alfonso Magdelino, stated that Chef Andreas has committed to getting infrastructure back and that Paradise will rebuild.

4d. Update on PG&E Tour - Mayor Jones and Vice Mayor Bolin gave an update on the PG&E Tour of the Town. Vice Mayor Bolin stated that PG&E is doing an incredible job in getting work done, has created an area that can house 2400 people. Vice Mayor Bolin stated that around 3200-3300 people will be working in Paradise. PG&E is focused on the 1786 structures still standing in

Paradise. PG&E will be at the Dec 11th Town Council Meeting to provide an update.

A citizen asked about the process of turning the utilities back on.

Teresa McDonald asked where the next Town Council meeting will be.

Citizen asked if homes burned after the fire.

4e. Paradise Unified School District - Michelle John the Superintendent for Paradise Unified School District gave a summary of the districts status, stating that the district has lost 8 out of 9 buildings. School sites have opened up in Oroville, Durham and Chico and Cedarwood elementary has transitioned into a K-12 school. Ms. John stated that it looks like more than 50% of the children will be back, they are working on a new building in Chico for the High School and on a property in Chico for temporary offices.

4f. Paradise Irrigation District - Kevin Phillips Assistant District Manager for Paradise Irrigation District gave an update on the status of the water. Mr. Phillips stated that the water was turned off due to the depressurization of the lines; the firefighters had water on Skyway so CAL Fire could fill up their water trucks. Currently the system is being turned back on down Clark to Bille. There was damage to the B reservoir, but the main arteries will be turned back on in order to get water to the standing homes. There is currently a boil water notice in effect and does not know when that will be lifted. The condition of the underground system is unknown and every resident's water will be turned off and they must contact the district to have the water turned on.

Council Member Lotter asked if the water board will be billing customers for unused meters.

Phillips responded that everyone is in a sealed status which is a \$20 fee per month, residents can have the meter pulled, but then it would cost \$1500 to put the meter back on the property.

Council Member Schuster asked if there will be any assistance for homeowners for the cost.

Phillips suggested contacting insurance, FEMA or CAL OES.

Citizen asked if the water source has been contaminated.

Phillips responded that no it has not been contaminated.

4g. Paradise Recreation and Park District (PRPD) - Dan Efseaff the District Manager of Paradise Park and Recreation gave an update on PRPD. Mr. Efseaff stated that business operations are running, there is a temporary office in Chico, but the District sustained \$1.5 million in loss and damage. The Terry Ashe Center is intact, but the shop and equipment were destroyed. Mr. Efseaff explained they have the staff and capacity to have workshops and help with the town if needed.

Mayor Jones asked if anyone had general questions.

Michael Droughter stated he was concerned about aerial views of the properties and if the CAL fire ariel views could work for insurance claims. Mr. Droughter asked if people are looting in time of disaster if it is a felony or misdemeanor.

Citizen inquired about security in terms of communication, are the cell phones working?

Citizen asked about properties with multiple dwellings with only one dwelling destroyed will owners have access.

Lewis Wilner stated the building department has been historically slow and asked if they are working on speeding up the process and that he heard it will be two years before building permits will be issued.

Sherry, owner of Urban Outlaw food Truck stated she previously fed and clothed the homeless and asked if there are provisions to get vehicles that are still in Town?

Citizen asked if there are places for people to donate.

3. ADJOURNMENT

Mayor Jones adjourned the Council meeting at 7:00 p.m.

Date Approved:

By:

Jody Jones, Mayor

Dina Volenski, CMC, Town Clerk

MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – December 11, 2018

1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Jones at 6:03 p.m. in the City of Chico Council Chamber located at 421 Main St., Chico, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Bolin.

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Administrative Services Director Gina Will, Assistant Manager/Public Works Director/Town Engineer Marc Mattox, Police Chief Eric Reinbold, Administrative Analyst Colette Curtis.

1a. Updates from the following agencies:

PG&E –Aaron Johnson Vice President for PG&E in Electric Operations Organization.

Feather River Hospital – Ryan Johnson Chief Financial Officer

Paradise Chamber of Commerce – Monica Nolan Executive Director of PCC.

Paradise Irrigation District – Kevin Phillips Assistant District Manager for PID

Disaster Recovery Operations Center- Lisa Almagera Butte County Environmental Health and Town Manager Gill

Police Chief Reinbold gave an update on re-entry of Paradise.

1b. Mayor Jones presented a plaque and proclamation to councilmember Scott Lotter. James Gallagher recognized Scott Lotter and presented him a plaque and a proclamation from Congressman LaMalfa.

1c. **MOTION by Lotter, seconded by Schuster**, Adopted Resolution No. 18-47, A Resolution Reciting the Facts of the General Municipal Election Consolidated with the Statewide General Election held on November 6, 2018 Declaring the Result and Such other Matters as Provided by Law. Roll call vote was unanimous.

- 1d. Town Clerk Volenski Presented Certificates of Election and administered the Oaths of Office to newly elected Council Members Steve Crowder and Jody Jones.
- 1e. Roll Call.
- 1f. Town Clerk Volenski, as temporary chair, opened the nominations for selection of Mayor for a one-year term commencing December 11, 2018 and ending December 10, 2019.

Councilmember Zuccolillo nominated himself.

Councilmember Schuster nominated Jody Jones to serve a second term as Mayor.

MOTION by Bolin, seconded by Schuster, closed nominations for positions of Mayor. Council vote was unanimous.

Roll call vote to elect Zuccolillo. Noes of Bolin, Crowder, Jones and Schuster. Aye of Zuccolillo. MOTION DID NOT PASS.

Roll call vote to elect Jones. Ayes of Bolin, Crowder, Jones and Schuster. Zuccolillo abstained.

By vote of 4 ayes, the Council appointed Jody Jones to serve as Mayor for a one-year term commencing December 11, 2018 to December 10, 2019.

- 1g. Town Clerk Volenski turned the meeting over to Mayor Jones who opened nominations for the position of Vice-Mayor for a one-year term.

Councilmember Zuccolillo nominated himself.

Councilmember Schuster nominated Greg Bolin.

MOTION by Jones, seconded by Bolin, closed the nominations for position of Vice Mayor. Council vote was unanimous.

Roll call vote to elect Zuccolillo. Noes of Crowder, Jones and Schuster. Aye of Zuccolillo. Bolin abstained. MOTION DID NOT PASS.

Roll call vote to elect Bolin as Vice Mayor. Ayes of Bolin, Crowder, Jones and Schuster. Zuccolillo abstained.

By vote of 4 ayes, the Council appointed Greg Bolin to serve as Vice Mayor for a one-year term commencing December 11, 2018 to December 10, 2019.

2. CONSENT CALENDAR

MOTION by Bolin, seconded by Schuster, approved all consent calendar items. Roll call vote was unanimous.

- 2a. Approved November 2018 cash disbursements in the amount of \$967,527.85.
- 2b. 1. Considered implementing a short-term, temporary EOC Director position; and, 2. Approved the EOC Director Job Description; and, 3 Approved and update the Salary Pay Plan to reflect the EOC Director position.

3. ITEMS REMOVED FROM CONSENT CALENDAR- None

4. PUBLIC COMMUNICATION

Council Member Schuster made an announcement concerning Shop for a Cop, instead of Shop with a Cop, which will be held on Friday from 9-11 at Target in Chico.

Mayor Jones made an announcement regarding a phone call she had from the Mayor of Fallon, Nevada. The Town of Fallon of Nevada donated \$5,000 to the Town of Paradise.

- 1. Lynn Franklin – President of Paradise Association of Realtors, stated she is not seeing communication to the public concerning issues such as septic systems. Ms. Franklin Suggested making committees so not everything falls upon the Council.
- 2. Ward Habriel – Handed Finance Director Will his estimated Measure C contributions; Stated the Paradise Garden Club is still active and commented about the possible sewer.
- 3. Tom Kelly – Asked to solve problems and give the Police Department some support; stated that communications are gone and that Manager Gill miscommunicated that repopulation will happen December 24. He thinks communication lines need to be underground.
- 4. Theresa McDonald – Commented on the terrible lack of communication between the governments and stated information is not getting to the public.
- 5. Michael Orr – Stated that he loves the town, the people are what make it; Complained that there is a lack of communication and that the Town needs to reach out and engage with the community. Mr. Orr called for Mayor Jones resignation.
- 6. Doug Munjar – Contractor, questioned how the Council will inform property owners that they are responsible for cleanup of their property, even those who have abandoned their property.
- 7. Walt Sherer – 6310 Ruby Lane, asked when he can have access to his property, asked specifically why he can't go to his property and suggested that this is an opportunity for change.

8. Nicki Jones – resident and business owner, stated she will rebuild her home and her business.

At 8:03 p.m. Mayor Jones adjourned the meeting for a 10-minute break recess.

At 8:12 p.m. the Town Council meeting was reconvened.

5. PUBLIC HEARINGS – None

6. COUNCIL CONSIDERATION

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

- 6a. Town Manager Gill provided an overview of Ordinance No. 572, an Urgency Ordinance establishing requirements for the removal of fire damaged debris from private property following the Camp Fire. Attorney Dwight Moore made two minor changes to the Ordinance. The statement regarding unincorporated area was taken out. Pg 6 had a provision that was left blank, the Town Attorney inserted section of code 3877.3 regarding nuisance abatement.

Zuccolillo asked, regarding section E, why the Ordinance just mentions residential sites not commercial.

Manager Gill agreed to add a provision to include commercial.

Mayor Jones asked about deadline and enforcement, in regards to the Town setting deadlines for Right of Entry form.

Manager Gill answered the Butte County deadline would be used by the Town of Paradise regarding the Right of Entry form. Discussion took place regarding what would be included for removal in the debris removal program.

1. Tom Kelly stated he thinks Council is putting the cart before the horse by setting deadlines before the property owner has the ability to go to their residence. Mr. Kelly stated that Butte County Environmental health is not the only one licensed to inspect sites, that FEMA will pay for cleanup too and that the Ordinance raises more questions than answers.
2. Joe McNally wanted to start a vegetation management site, but is waiting for resources and asked if a tree cutting permit will be needed.
3. Warren Bullock is concerned that things in the ordinance fall into arbitrary categories and will turn into a nuisance abatement problem. Mr. Bullock stated that if the Council does not understand the ordinance how will others and also thinks the ordinance does not include certain things that could be visual blights to the community, such as tree removal.

Manager Gill clarified that the ordinance is setting standards for the debris removal process.

4. Doug Munjar questioned drawings and permits. Mayor Jones clarified Butte County is requiring a permit through the debris removal program.
5. Walt Sheerer suggested that they amend the Ordinance so the date could be changed via resolution.

MOTION by Bolin, seconded by Jones. Adopted Ordinance No. 572 An Urgency Ordinance of the Town Council of the Town of Paradise Establishing Requirement for the Removal of Fire Damaged Debris from Private Property Following the Camp Fire. Roll call vote was unanimous.

- 6b. Ordinance No. 573 was introduced to the Council concerning the establishment of temporary housing on properties in Town. Both Butte County and the City of Chico passed a similar ordinance to lessen the restrictions of the use of Travel Trailers. This ordinance would allow people to live in a trailer in Town if the lot is free of debris or if the lot is an acre or larger with a sunset date of 2020.

Zuccolillo suggested the size of the property be reduced down to 2/3 of an acre, since many lots are less than an acre.

Council discussed what size parcel would be best to include in the ordinance.

1. Joe McNally has 40 acres where he would like to have a worker camp, but needs a safe distance from the debris determined for potential inhabitants of his property to be protected.
2. Elta Jaeger asked if she could have four recreational vehicles on her parcels, for her family.
3. Walt Sherer stated the one acre is arbitrary, would like a release of liability form for those who have less than an acre, but needs to live on their property.
4. Bill Martin asked the Council to consider extending the sunset clause by an additional 12 months and added that travel trailers will impede clean up and becomes a liability issue.
5. Warren Bullock asked if there is an initial application and if there is not an initial application won't it create a problem for code enforcement.

Mayor Jones suggested there be a reassessment of required acreage for the RV. Council discussed the pros and cons to changing the acreage on the ordinance. Zuccolillo recommended to keep the Ordinance as written except to change the stipulation of 1 acre to 2/3 of an acre in Ordinance No. 573. Bolin suggested that the recreational vehicle be moved during the debris removal.

MOTION by Jones, seconded by Schuster, Adopted Ordinance No. 573, An Urgency Ordinance of the Town Council of the Town of Paradise

regarding Camp Fire Disaster Recovery Temporary Housing including the suggested changes of reducing the required lot size to 2/3 or an acre and removing the recreational vehicle during debris removal. Roll call vote was unanimous.

- 6c. Administrative Director Gina Will gave an update on the Towns Financial Situation. Categories A-G have been declared through CAL OES/FEMA claims. 1.5 million in advance from Insurance and 5 million advance from FEMA. The council considered and file the information presented from Administrative Services Director Gina Will.
- 6d. Appointed Council representatives and alternates to represent the Town of Paradise on various local and regional boards, committees and commissions. (List of appointments attached to the minutes)
- 6e. Town Engineer Marc Mattox gave an overview of the scope of services for professional engineering services.

MOTION by Crowder, seconded by Schuster, awarded a contract for professional engineering services to Mark Thomas of Sacramento, CA to assist with existing and disaster related infrastructure projects as approved by the Town Attorney; and, 2. Authorized the Town Manager to execute the document. Roll call vote was unanimous.

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items - None

7b. Council reports on committee representation –

Council Member Zuccolillo attended a meeting from Coffee Park Strong, went over things that worked for Santa Rosa and things that didn't and shared that the Tzu Chi Foundation has been generous to the fire victims giving financial aid at a total of \$3 million to date.

Council Member Schuster attended the Explore Butte County meeting with the highlight of Carolyn Batista, head of visit California, being present and is moving into a recovery mode to support businesses.

Council Member Crowder discussed working with Zuccolillo at the Disaster Recovery Center; attended a Business Task force meeting and listened to the Secretary of Labor speak.

Council Member Bolin worked at the Disaster Recovery Center, took FEMA up to Paradise; attended Placerville Rotary Spaghetti feed fundraiser that raised \$150,000 for Camp Fire victims and announced that the CMA church is having a home for Christmas on Christmas Eve.

Mayor Jones also worked at the Disaster Recovery Center, has conducted many interviews; met and toured the Town with the President of the United States, the

Governor of California, Lieutenant Governor, Secretary of Interior, Agriculture and Labor and has also toured the PG&E base camp.

7c. Future Agenda Items

Council Member Zuccolillo suggested suspension of certain ordinances that are not applicable now; Wants a debrief of the evacuation plan; Requested hiring consultants to aid the Council during the decision making process since none of the Council Members have dealt with a disaster before and feels lost in the communication.

8. STAFF COMMUNICATION

8a. Town Manager Report - None

8b. Community Development Director - None

9. CLOSED SESSION - None

10. ADJOURNMENT

Mayor Jones adjourned the Council meeting at 10:03 p.m.

Date Approved:

By: _____
Jody Jones, Mayor

Attest:

Dina Volenski, CMC, Town Clerk



2019 Town Council Representation

BUTTE COUNTY COMMITTEES/COMMISSIONS

BUTTE COUNTY		Bolin	Crowder	Jones	Schuster	Zuccolillo
1.	Air Quality Management District			R	A	
2.	Association of Governments			R	A	
3.	City Selection Committee (Mayor)			R		
4.	Disaster Council (Mayor)			R		
5.	Local Area Formation Commission (LAFCo) (Lotter was appointed through 5/2019 – Appointed by City Selection Committee))	R				
6.	Mosquito and Vector Control Board				R	
7.	Waste Mgt Local Task Force	R				A
8.	Water Advisory Committee (4-year term)					R
9.	City/County Ad Hoc Committee		R			
10.	Lake Oroville Supplemental Benefits Fund		R			
11.	T-BID				R	

LOCAL COMMITTEES/COMMISSIONS

PARADISE		Bolin	Crowder	Jones	Schuster	Zuccolillo
1.	Paradise Community Village		A			R
2.	Paradise Irrigation District Liaison	R				R
3.	Paradise Rec. & Park District Liaison	R				R
4.	Paradise Solid Waste Committee	R	R			
5.	Onsite Ad Hoc Committee	R				R
6.	Finance Committee (Mayor & Vice Mayor)	R		R		
7.	Butte County Oversight Board			R		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
MARCH 1, 2019 - MARCH 31, 2019

March 1, 2019 - March 31, 2019

Check Date	Pay Period End	DESCRIPTION	AMOUNT
03/08/19	03/03/19	Net Payroll - Direct Deposits & Checks	\$116,952.57
03/22/19	03/17/19	Net Payroll - Direct Deposits & Checks	\$114,627.69
TOTAL NET WAGES PAYROLL			\$231,580.26

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.			\$233,376.08
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.			\$1,159,962.87
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)			<u>\$1,393,338.95</u>
GRAND TOTAL CASH DISBURSEMENTS			<u><u>\$1,624,919.21</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: 3/1/2019 - To Payment Date: 3/31/2019

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>									
73749	03/04/2019	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
73750	03/04/2019	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
73751	03/04/2019	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
73752	03/04/2019	Open			Accounts Payable	MOORE, DWIGHT, L.	\$15,483.00		
73753	03/04/2019	Open			Accounts Payable	Santander Leasing LLC	\$7,926.51		
73754	03/04/2019	Open			Accounts Payable	SBA Monarch Towers III LLC	\$142.32		
73755	03/04/2019	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$906.47		
73756	03/04/2019	Open			Accounts Payable	WESTAMERICA BANK	\$3,084.03		
73757	03/04/2019	Open			Accounts Payable	Aflac	\$146.92		
73758	03/04/2019	Open			Accounts Payable	Met Life	\$8,677.79		
73759	03/04/2019	Open			Accounts Payable	OPERATING ENGINEERS	\$825.00		
73760	03/04/2019	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,564.12		
73761	03/04/2019	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,524.35		
73762	03/04/2019	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$734.01		
73763	03/04/2019	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$90.00		
73764	03/06/2019	Open			Accounts Payable	BHS LOAN/BALANCE OF INSURANCE PROCEEDS	\$98,566.32		
73765	03/06/2019	Open			Accounts Payable	BHS LOAN/BALANCE OF INSURANCE PROCEEDS	\$48,648.00		
73766	03/08/2019	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$100.00		
73767	03/08/2019	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
73768	03/13/2019	Open			Accounts Payable	BHS LOAN/BALANCE OF INSURANCE PROCEEDS	\$36,472.17		
73769	03/14/2019	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$95.20		
73770	03/14/2019	Open			Accounts Payable	ACI ENTERPRISES, INC.	\$463.32		
73771	03/14/2019	Open			Accounts Payable	ARRB Group Inc	\$24,500.00		
73772	03/14/2019	Open			Accounts Payable	Asbury Environmental Services	\$65.00		
73773	03/14/2019	Open			Accounts Payable	Bear Electric Solutions	\$2,030.00		
73774	03/14/2019	Open			Accounts Payable	Bertagna, Steve	\$192.50		
73775	03/14/2019	Open			Accounts Payable	Big O Tires	\$426.00		
73776	03/14/2019	Open			Accounts Payable	Biometrics4ALL, Inc	\$0.75		
73777	03/14/2019	Open			Accounts Payable	BUTTE CO RECORDER	\$545.00		
73778	03/14/2019	Open			Accounts Payable	BUTTE COLLEGE, PUBLIC SERVICE CENTER	\$1,968.00		
73779	03/14/2019	Open			Accounts Payable	BUTTE COLLEGE, PUBLIC SERVICE CENTER	\$319.00		
73780	03/14/2019	Open			Accounts Payable	BUTTE COUNTY ELECTIONS DIVISION	\$2,285.27		
73781	03/14/2019	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$52,630.50		
73782	03/14/2019	Open			Accounts Payable	Chamness, Justin	\$343.75		
73783	03/14/2019	Open			Accounts Payable	COMCAST CABLE	\$243.16		
73784	03/14/2019	Open			Accounts Payable	COMCAST CABLE	\$78.16		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 3/1/2019 - To Payment Date: 3/31/2019

73785	03/14/2019	Open	Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$1,064.55
73786	03/14/2019	Open	Accounts Payable	Dirty Works Construction	\$44.00
73787	03/14/2019	Open	Accounts Payable	Entersect	\$84.95
73788	03/14/2019	Open	Accounts Payable	Envirocheck, Inc	\$29,835.00
73789	03/14/2019	Open	Accounts Payable	ESPLANADE OFFICE	\$2,147.78
73790	03/14/2019	Open	Accounts Payable	FP/Francotyp-Postalia Mailing Solutions	\$141.00
73791	03/14/2019	Open	Accounts Payable	GALLAGHER'S HEATING & AIR	\$192.52
73792	03/14/2019	Open	Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$100.90
73793	03/14/2019	Open	Accounts Payable	Hamlet, Jeffrey	\$30.00
73794	03/14/2019	Open	Accounts Payable	Higgins, Judy	\$96.26
73795	03/14/2019	Open	Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$14.35
73796	03/14/2019	Open	Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US	\$3,042.91
73797	03/14/2019	Open	Accounts Payable	INLAND BUSINESS MACHINES	\$1,018.10
73798	03/14/2019	Open	Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$1,982.25
73799	03/14/2019	Open	Accounts Payable	KOEFRAN INDUSTRIES	\$500.00
73800	03/14/2019	Open	Accounts Payable	L.N. CURTIS & SONS	\$2,064.56
73801	03/14/2019	Open	Accounts Payable	LACO Associates	\$44.00
73802	03/14/2019	Open	Accounts Payable	Mark Thomas & Company Inc	\$2,254.21
73803	03/14/2019	Open	Accounts Payable	Mark Thomas & Company Inc	\$3,901.46
73804	03/14/2019	Open	Accounts Payable	Meyers Police K-9 Training, LLC	\$2,800.00
73805	03/14/2019	Open	Accounts Payable	Mortimer, Brandon	\$845.50
73806	03/14/2019	Open	Accounts Payable	Mt Shasta Spring Water Co., Inc	\$32.67
73807	03/14/2019	Open	Accounts Payable	MYERS STEVENS TOOHEY & COMPANY	\$92.40
73808	03/14/2019	Open	Accounts Payable	NORTHGATE PETROLEUM CO	\$5,109.16
73809	03/14/2019	Open	Accounts Payable	O'REILLY AUTO PARTS	\$1,238.02
73810	03/14/2019	Open	Accounts Payable	PACIFIC GAS & ELECTRIC	\$177.28
73811	03/14/2019	Open	Accounts Payable	PARADISE POST/NORTH VALLEY COMMITY MEDIA	\$208.09
73812	03/14/2019	Open	Accounts Payable	PEERLESS BUILDING MAINT	\$3,315.90
73813	03/14/2019	Open	Accounts Payable	PETERSON TRACTOR CO	\$948.93
73814	03/14/2019	Open	Accounts Payable	RASH Homes, Inc	\$44.00
73815	03/14/2019	Open	Accounts Payable	Riebes Auto Parts	\$1,118.54
73816	03/14/2019	Open	Accounts Payable	Rowe, Stephen	\$602.00
73817	03/14/2019	Open	Accounts Payable	SANTA ROSA JR COLLEGE	\$144.00
73818	03/14/2019	Open	Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$155.00
73819	03/14/2019	Open	Accounts Payable	Spherion Staffing	\$2,327.62
73820	03/14/2019	Open	Accounts Payable	St John, Mollie, A	\$836.00
73821	03/14/2019	Open	Accounts Payable	Stratti	\$52,391.07
73822	03/14/2019	Open	Accounts Payable	Swedes Small Engine Repair LLC	\$44.00
73823	03/14/2019	Open	Accounts Payable	Sypherd, Drew	\$159.00
73824	03/14/2019	Open	Accounts Payable	TeleCheck Services, Inc.	\$35.52

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 3/1/2019 - To Payment Date: 3/31/2019

73825	03/14/2019	Open	Accounts Payable	Tesco Controls, Inc	\$4,504.50
73826	03/14/2019	Open	Accounts Payable	THOMAS HYDRAULIC & HARDWARE SUPPLY, INC.	\$10.73
73827	03/14/2019	Open	Accounts Payable	Treetop Child Care	\$4.00
73828	03/14/2019	Open	Accounts Payable	Tri Flame Propane	\$257.43
73829	03/14/2019	Open	Accounts Payable	Trilogy Construction, Inc.	\$44.00
73830	03/14/2019	Open	Accounts Payable	UNITED RENTALS, INC.	\$1,042.46
73831	03/14/2019	Open	Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$952.00
73832	03/14/2019	Open	Accounts Payable	VERIZON WIRELESS	\$3,149.51
73833	03/14/2019	Open	Accounts Payable	VICTOR CRAIG BELLER	\$4,200.00
73834	03/14/2019	Open	Accounts Payable	Visinoni Brothers Construction	\$1,935.00
73835	03/14/2019	Open	Accounts Payable	WILGUS FIRE CONTROL INC	\$964.48
73836	03/14/2019	Open	Accounts Payable	WILKEY, PO, JOHN	\$192.50
73837	03/14/2019	Open	Accounts Payable	WITTMEIER AUTO CENTER	\$1,828.40
73838	03/22/2019	Open	Accounts Payable	ICMA 457 - VANTAGEPOINT	\$100.00
73839	03/22/2019	Open	Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76
73840	03/27/2019	Open	Accounts Payable	BHS LOAN/BALANCE OF INSURANCE PROCEEDS	\$219,979.30
73841	03/27/2019	Open	Accounts Payable	BHS LOAN/BALANCE OF INSURANCE PROCEEDS	\$126,605.00
73842	03/28/2019	Open	Accounts Payable	A & A Concrete Supply	\$332.01
73843	03/28/2019	Open	Accounts Payable	ACCESS INFORMATION PROTECTED	\$43.39
73844	03/28/2019	Open	Accounts Payable	Airvac - Air Vacuum Corporation	\$971.88
73845	03/28/2019	Open	Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$108.97
73846	03/28/2019	Open	Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,629.15
73847	03/28/2019	Open	Accounts Payable	AT&T MOBILITY	\$172.88
73848	03/28/2019	Open	Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$296.42
73849	03/28/2019	Open	Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$27.23
73850	03/28/2019	Open	Accounts Payable	AT&T/CALNET3 - Summary	\$2,665.34
73851	03/28/2019	Open	Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,113.56
73852	03/28/2019	Open	Accounts Payable	BACKGROUNDS & MORE	\$325.00
73853	03/28/2019	Open	Accounts Payable	Balsamo, Louis	\$177.33
73854	03/28/2019	Open	Accounts Payable	Bear Electric Solutions	\$1,425.00
73855	03/28/2019	Open	Accounts Payable	Big O Tires	\$1,320.22
73856	03/28/2019	Open	Accounts Payable	Brolliar, Kimberly	\$432.00
73857	03/28/2019	Open	Accounts Payable	Cannon, Scott	\$189.82
73858	03/28/2019	Open	Accounts Payable	COMCAST CABLE	\$258.16
73859	03/28/2019	Open	Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$1,777.27
73860	03/28/2019	Open	Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$514.00
73861	03/28/2019	Open	Accounts Payable	Ernst & Young US LLP	\$147,616.00
73862	03/28/2019	Open	Accounts Payable	ESRI	\$1,200.00
73863	03/28/2019	Open	Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$478.58
73864	03/28/2019	Open	Accounts Payable	Folsom Lake Ford	\$97,369.77

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 3/1/2019 - To Payment Date: 3/31/2019

73865	03/28/2019	Open	Accounts Payable	GALLAGHER'S HEATING & AIR	\$192.54
73866	03/28/2019	Open	Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$193.89
73867	03/28/2019	Open	Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31
73868	03/28/2019	Open	Accounts Payable	HELENA SPECIALTY PRODUCTS	\$2,008.46
73869	03/28/2019	Open	Accounts Payable	Herc Rentals Inc.	\$2,644.32
73870	03/28/2019	Open	Accounts Payable	Houdek, Michael	\$239.08
73871	03/28/2019	Open	Accounts Payable	INLAND BUSINESS MACHINES	\$160.01
73872	03/28/2019	Open	Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$300.00
73873	03/28/2019	Open	Accounts Payable	KOEFRAN INDUSTRIES	\$900.00
73874	03/28/2019	Open	Accounts Payable	Mark Thomas & Company Inc	\$21,093.41
73875	03/28/2019	Open	Accounts Payable	Mark Thomas & Company Inc	\$6,413.01
73876	03/28/2019	Open	Accounts Payable	Meyers Police K-9 Training, LLC	\$2,499.00
73877	03/28/2019	Open	Accounts Payable	Mt Shasta Spring Water Co., Inc	\$111.86
73878	03/28/2019	Open	Accounts Payable	MUNICIPAL CODE CORP	\$399.00
73879	03/28/2019	Open	Accounts Payable	North State Tire Co. Inc.	\$1,131.83
73880	03/28/2019	Open	Accounts Payable	NORTH VALLEY BARRICADE, INC.	\$202.03
73881	03/28/2019	Open	Accounts Payable	NORTHGATE PETROLEUM CO	\$11,828.51
73882	03/28/2019	Open	Accounts Payable	NORTHSTAR	\$1,431.26
73883	03/28/2019	Open	Accounts Payable	O'REILLY AUTO PARTS	\$286.11
73884	03/28/2019	Open	Accounts Payable	PACIFIC GAS & ELECTRIC	\$6,596.84
73885	03/28/2019	Open	Accounts Payable	PARADISE ALLIANCE CHURCH	\$120.00
73886	03/28/2019	Open	Accounts Payable	PARADISE IRRIGATION DIST	\$431.62
73887	03/28/2019	Open	Accounts Payable	PARADISE POST/NORTH VALLEY COMMITY MEDIA	\$3,666.76
73888	03/28/2019	Open	Accounts Payable	PEERLESS BUILDING MAINT	\$1,110.00
73889	03/28/2019	Open	Accounts Payable	PETERSON TRACTOR CO	\$93.04
73890	03/28/2019	Open	Accounts Payable	Riebes Auto Parts	\$882.85
73891	03/28/2019	Open	Accounts Payable	Schukei, Kyle	\$137.50
73892	03/28/2019	Open	Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$330.00
73893	03/28/2019	Open	Accounts Payable	Spherion Staffing	\$2,798.87
73894	03/28/2019	Open	Accounts Payable	Stratti	\$1,557.23
73895	03/28/2019	Open	Accounts Payable	SUNRUN	\$376.41
73896	03/28/2019	Open	Accounts Payable	Tesco Controls, Inc	\$3,003.00
73897	03/28/2019	Open	Accounts Payable	Tri Flame Propane	\$250.56
73898	03/28/2019	Open	Accounts Payable	TUCKER PEST CONTROL INC	\$172.00
73899	03/28/2019	Open	Accounts Payable	VERIZON WIRELESS	\$1,404.92
73900	03/28/2019	Open	Accounts Payable	WITTMEIER AUTO CENTER	\$2,295.02
Type Check Totals:			152 Transactions		\$1,142,759.98
<u>EFT</u>					
837	03/04/2019	Open	Accounts Payable	CALPERS	\$107,088.08
838	03/08/2019	Open	Accounts Payable	CALPERS - RETIREMENT	\$28,031.35

TOWN OF PARADISE CASH DISBURSEMENTS REPORT

From Payment Date: 3/1/2019 - To Payment Date: 3/31/2019

839	03/08/2019	Open
840	03/08/2019	Open
841	03/08/2019	Open
842	03/22/2019	Open
843	03/22/2019	Open
844	03/22/2019	Open
845	03/22/2019	Open
846	03/26/2019	Open

Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,169.80
Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,180.25
Accounts Payable	INTERNAL REVENUE SERVICE	\$16,997.75
Accounts Payable	CALPERS - RETIREMENT	\$27,225.53
Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,306.62
Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,130.94
Accounts Payable	INTERNAL REVENUE SERVICE	\$17,094.05
Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANKCORP	\$35,354.60
10 Transactions		<hr/> \$250,578.97

Type EFT Totals:

AP - US Bank TOP AP Checking Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	152	\$1,142,759.98	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	152	\$1,142,759.98	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$250,578.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	10	\$250,578.97	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	162	\$1,393,338.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	162	\$1,393,338.95	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	152	\$1,142,759.98	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	152	\$1,142,759.98	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$250,578.97	\$0.00

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 3/1/2019 - To Payment Date: 3/31/2019

Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Total	10	\$250,578.97	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	162	\$1,393,338.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	162	\$1,393,338.95	\$0.00



**Town of Paradise
Council Agenda Summary
Date: April 9, 2019**

Agenda Item: 2(c)

Originated by: Gina S. Will, Administrative Services Director/Town Treasurer
Approved by: Lauren Gill, Town Manager
Subject: Approve changes to the Town's Purchasing Policy

Council Action Requested:

1. Waive the second reading of Town Ordinance No. 576 and approve reading by title only and. 2. Adopt Town of Paradise Ordinance No. 576 relating to purchasing supplies and services.

Background:

The Camp Fire has increased and will continue to increase the frequency of procurement activities as staff replaces items destroyed and assists with rebuilding the community. It has come to staff's attention that the procurement policy has not been updated for over 18 years. As such, the limits within the policy create inefficiencies and needless extra expense. Currently, a formal bid is required for any items or services \$5,000 or more in value. The formal bid requires a notice in the newspaper, staff time to create formal bid documents, and formal action by Town Council. Further, items or services between \$500 and \$5,000 go through an informal bid process. Procurement is based on securing at least three bids and awarding to the lowest bidder.

Staff brought this policy and recommended changes to Town Council for review and approval March 12, 2019 as changes to the purchasing policy sections 2.45.080 and 2.45.090.

Discussion:

Federal procurement guidelines set the thresholds for formal processes much higher. Their "micro-purchase" procedure is for procurement less than \$10,000. Their "small purchase" procedures or informal bid process are for procurement between \$10,000 and \$250,000. Procurement exceeding \$250,000 must use a formal bid process.

Staff recommends increasing the Town's procurement limits, but to well within the federally approved guidelines. The recommendation is for an informal bid process for procurement between \$1,000 and \$25,000. A formal bid process is recommended for items above \$25,000.

Attached or Council's approval and second reading is ordinance 567 which highlights

recommended changes to sections 2.45.080 and 2.45.090.

	<u>Micro-purchase</u>	<u>Small purchase</u>	<u>Large Purchase</u>
	<u>Reasonable purchasing</u>	<u>Informal bid process – at least 3 quotes</u>	<u>Formal bid process – Formal notice and Town Council approval</u>
<u>Federal guidelines</u>	<u>< \$10,000</u>	<u>\$10,000 - \$250,000</u>	<u>> \$250,000</u>
<u>Town Currently</u>	<u>< \$500</u>	<u>\$500 - \$5,000</u>	<u>> \$5,000</u>
<u>Town Proposed</u>	<u>< \$1,000</u>	<u>\$1,000 - \$25,000</u>	<u>> \$25,000</u>

Fiscal Impact:

If approved, this policy will go into effect May 9, 2019. It will result in some advertising fee savings as fewer bid notices will require publication, and staff time savings from fewer formal bid package processing.

**TOWN OF PARADISE
ORDINANCE NO. 576**

**AN ORDINANCE OF THE TOWN OF PARADISE
AMENDING SECTIONS 2.45.080 AND 2.45.090 RELATING TO
THE TOWN PURCHASING SYSTEM**

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

SECTION 1. Paradise Municipal Code section 2.45.080 is hereby amended to read as follows:

2.45.080 – Formal contract procedures.

Except as otherwise provided in this chapter, purchases of supplies, equipment or services with a total projected value of \$25,000 or more (including tax, shipping, etc.,) shall be by formal written bid for a lowest responsible bidder pursuant to the following procedure:

A. Notices inviting bids shall include a general description of the goods or services to be purchased or sold, shall state where bid packets and specifications may be obtained, and the time and place for opening bids.

B. Notices inviting bids shall be published at least ten days before the date of the opening of the bids. Notices shall be published at least once in a newspaper of general circulation in the town, or if there is none, shall be posted in public places in the town.

C. The purchasing officer, or his or her designee, shall also solicit bids from responsible prospective suppliers whose names are on a bidders' list or who have made a written request that their names be added to the bidders' list.

D. When deemed necessary by the purchasing officer, or his or her designee, bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to have the bid security returned provided, however, a successful bidder shall forfeit his, her or its bid security upon refusal or failure to execute an awarded contract within ten days after the notice of award of the contract has been mailed by the town. The town council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. In such event, if the town council awards the contract to the next lowest bidder, the amount of the lower bidder's security shall be applied by the town to the contract price differential between the lowest bid and the second lowest bidder. If the town council rejects the remaining bid presented and re-advertises, the amount of the lowest bidder's security may be used to offset the cost of receiving new bids and the surplus, if any, shall be returned to the lowest bidder. If the town council rejects the remaining bids presented and re-advertises, the amount of the lowest bidder's security may be used to offset the cost of receiving new bids and the surplus, if any, shall be returned to the lowest bidder.

E. Sealed bids shall be submitted to the purchasing officer, or his or her designee, and shall be identified as "bid" for the specific supplies or services on the envelope. Bids shall be opened in public at the time and place stated in the public notice. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty calendar days after the bid opening. The purchasing officer, or designee, requesting bids shall maintain all formal bid records for a period of three years after the completion of the purchase. These records, while so kept, shall be open to public inspection.

F. The town council shall have the right to waive any non-material irregularities or informalities in the bidding or in the procedures as set forth in this chapter.

G. In its discretion, the town council may reject any and all bids presented, re-advertise for bids or authorize the purchasing officer to award a contract after negotiating for the most reasonable cost under existing conditions. The right to reject any or all bids is expressly reserved to the town. The decision of the town council shall be final.

H. Except as otherwise provided in this chapter, contracts shall be awarded to the lowest responsible and responsive bidder. Contracts, which exceed the budgeted amount, or which are not budgeted, shall be awarded only by the town council. The town manager shall be authorized to enter into a written agreement after the town council awards the contract.

I. If two or more bids received are for the same total amount or unit price, quality and service being equal, the town council may, in its discretion, accept the one it chooses or accept the lowest bid made by negotiation with the tied bidders.

J. Performance Bonds. The town council shall have the authority to require a low bidder to provide a performance bond before entering into a contract in such amount as it shall find reasonably necessary to protect the best interest of the town.

K. Cost or Pricing Data. The low bidder shall submit cost or pricing data when the contract is expected to exceed one hundred thousand dollars. The submission of cost or pricing data relating to the award of a contract is not required when:

1. The contract price is based on adequate price competition;
2. The contract price is based on established catalog prices or market prices;
3. The contract price is set by law or regulation; or
4. It is determined in writing by the purchasing officer that the requirements above may be waived. Such determination shall include the reasons for such waiver.

After award of a contract, contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, if the initial pricing of the contract required it, and the change order or modification involves aggregate increases or aggregate decreases in total costs expected to exceed five thousand dollars. The submission of cost or pricing data relating to the pricing of a change order or contract modification shall not be required when:

1. Unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience; or
2. It is determined in writing by the purchasing officer that the requirements above may be waived. Such determination shall include the reasons for such waiver.

A contractor, actual or prospective, required to submit cost or pricing data in accordance with this section, shall certify that, to the best of his, her or its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

Any contract award, change order, or contract modification, under which the submission and certification of cost or pricing data are required, shall contain a provision stating that the price to the town, including profit or fee, shall be adjusted to exclude any significant sums by which the town finds that such price was increased because the contractor-furnished costs or pricing data were inaccurate, incomplete, or not current.

SECTION 2. Paradise Municipal Code section 2.45.090 is hereby amended to read as follows:

2.45.090 - Informal bidding procedures.

Purchases of supplies, equipment, and services with total projected values more than \$5,000 but less than \$25,000 may be made by the purchasing officer, or his or her designee, by the informal bid process pursuant to the procedure prescribed in this section and without observing the procedure described in Section 2.45.080 of this chapter.

- A. Informal bid purchases shall, whenever possible, be based on at least three bids. Upon examination of all bids, a contract shall be awarded to the low bidder.
- B. The purchasing officer, or designee, may solicit informal bids by written requests to prospective vendors, via fax machine, by telephone, computer or by any other means deemed effective.
- C. The purchasing officer, or designee, shall maintain all informal bid orders and bids for a period of three years after the completion of the purchase. These records, while so kept, shall be open to public inspection.
- D. The purchasing officer, or designee, shall have the right to waive any nonmaterial irregularity or informality in such bids.
- E. At the discretion of the purchasing officer, any/all purchases may be required to follow formal contact procedures of Section 2.45.080.

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 9th day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jody Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, CMC, Town Clerk

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: April 9, 2019

Agenda No. 2(d)

ORIGINATED BY: Marc Mattox, Assistant Town Manager

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Priority 2 Tree Assessment Arborist Contract Award

COUNCIL ACTION REQUESTED:

1. Award Contract No. 19-05, Professional Arborist Services for Priority 2 Camp Fire Vegetation Evaluation, to Davey Resources Group and authorize the Town Manager and Town Attorney to execute a contract estimated at \$150,000.

Background:

The November 8, 2018 Camp Fire devastated the region and has specifically caused unprecedented damage to area trees. During the mandatory evacuation period, the Town of Paradise led an effort to assess and mitigate over 1,600 trees which were determined to be “same-day” fall risks and hazards, also known as “Priority 1” trees. Currently in the burn area, it is estimated there are more than 300,000 dead or dying trees which need further assessment, mitigation and disposal. As a second phase in this effort, the Town of Paradise needs to identify “Priority 2” trees which will have varying degrees of risk in the public right-of-way.

Analysis:

Town of Paradise Public Works issued a formal request for proposals on February 26, 2019 for the Professional Arborist Services for Priority 2 Camp Fire Vegetation Evaluation. This proposal identified the following scope of work:

1. Firm shall perform Tree Inspections to check the overall health of the trees affected by fire and looks for sign of pest and disease infestations and identify any structural problems.
2. Firm shall perform a Tree Risk Assessment which includes a summary of the tree's risk level, current conditions and Firm's observations, if it meets FEMA criteria for a Hazardous tree and what criteria, comments and recommendation for each tree inspected.
3. Firm shall develop a system of marking trees in field that is highly visible and notes risk level.
4. Firm shall provide a tree inventory for each road affected by the Campfire. Inventory shall include quantities, photos, coordinates, condition, size and species of trees.
5. Firm shall include separately trees that are a hazard to the Town right-of-way, but assessed from public property (or until alternate direction is given by the Town).
6. Firm shall include all information required to determine eligibility for FEMA Public Assistance related to hazardous trees such as but not limited to; size, damage, hazardous limbs, and possibility of hazardous stump.
7. Firm shall note if observed damage appears to be fire related.
8. Firm shall prioritize hazard and subsequent removal into three general categories:
 - a. High Hazard/ Immediate Removal
 - b. Hazardous/ removal needed- not immediate

Three proposals were submitted by the due date of March 11, 2019. Proposals submitted include:

- Davey Resources Group
- M&S Wesley Tree Service
- Mountain G Enterprises

Town staff reviewed each of the proposals and is recommending Council award a contract to Davey Resources Group. Davey Resources Group has verified large-scale assessment experience serving City of Davis and California Department of Transportation among other regional municipalities. Furthermore, they are prepared and knowledgeable to assist the Town in navigating FEMA risk assessment processes and protocols to remain eligible for reimbursement. Furthermore, Davey Resources is equipped to collect all data in a uniform manner with TRAQ certified arborists and host this data using specialized software created for these types of large operations. Davey's proposal for the project is included as an attachment to this Agenda Item.

The scope of the assessment at this time is to include all trees located in the Public Right-of-Way. Pending outcomes of considerations being actively made by FEMA and CalOES, trees on private property and within the influence of the Public Right-of-Way may also be included in this scope of work.

Following award of the contract, Davey Resources estimates their scope of work could be complete, analyzed and delivered in five weeks from commencement. Next, the Town would present this data to CalOES and FEMA for review and approval to move forward in felling and disposal of identified trees.

Financial Impact:

The predicted costs for this contract is estimated at \$150,000. This contract is eligible for Public Assistance under the umbrellas of CalOES and FEMA, meaning the Town would have a 2.5-7% matching requirement.



Western Region Office
6005 A Capistrano Avenue Atascadero, CA 93422
1-800-966-2021

Corporate Headquarters
295 South Water Street
Kent, OH 44240
800-828-8312

March 8, 2019

Town of Paradise
5555 Skyway
Paradise, CA 95969

Attn: Marc Mattox

RE: Professional Arborist Services for Priority 2 Camp Fire Vegetation Evaluation

Dear Mr. Mattox,

Thank you for the opportunity to provide urban forestry services to the Town of Paradise, California. The Davey team is devoted to providing exceptional service through our technical expertise and our passion for innovative solutions. By engaging our urban forestry specialists, the Town of Paradise is assured the expert data collection and quality control required for post-fire tree inspection and risk assessment. We recognize that our success depends on meeting your needs and we are excited about the opportunity to collaborate with Paradise to work toward a swift recovery.

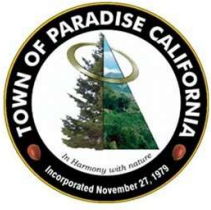
For Contract 1905, DRG will provide:

- Tree Inspections to check the overall health of the trees affected by fire and looks for signs of pest and disease infestations and identify any structural problems.
- Tree Risk Assessment which includes a summary of the tree's risk level, current conditions, and Firm's observations, if it meets FEMA criteria for a Hazardous tree and what criteria, comments and recommendation for each tree inspected.
- A system of marking trees in the field that is highly visible and notes risk level.
- A tree inventory for each road affected by the Campfire. The inventory shall include quantities, photos, coordinates, condition, size and species of trees.

Davey Resource Group requests the model contract be modified to include a statement that inventory data is accurate only at the time of observation. The full statement language is provided in Appendix B. Please feel free to contact me at 415-725-6297 or emily.spillett@davey.com if you have any questions.

Sincerely,

Emily Spillett, Regional Manager
Western Region Urban Forestry
Emily.Spillett@Davey.com | (415) 725-6297



Town of Paradise

Professional Arborist Services for Priority 2 Camp Fire Vegetation Evaluation



Proposal Response to Request for Qualifications for
Contract 1905 - Professional Arborist Services



Northern California Region

Emily Spillett
Regional Manager
Western Region Urban Forestry
Emily.Spillett@Davey.com
(415) 725-6297

Company Headquarters

1500 N Mantua Street
Kent, OH 44240
www.daveyresourcegroup.com

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Consultant Firm Capabilities and Organization

Capabilities

DRG is highly regarded and stable, our resources are deep, our client list is diverse, and our partnerships are unshakeable. Our founder, John Davey, wrote the first book on the care of urban trees, then his family launched the first US business supporting the planting and care of trees. For 136 years Davey reliability has confirmed and validated our leadership in urban forestry. Our solution-based reputation is renowned, as is our culture for attracting team-oriented, highly qualified personnel and providing quality assurance to ensure goals and objectives are met, and most importantly, excellent communication. We understand that by providing professional tree assessment for the Town of Paradise, we will be representing the Town's values, professionalism, personnel, and policies. Within every aspect of this contract, DRG will represent the highest level of professionalism and respect toward town staff, businesses and citizens while providing service to the Town of Paradise

History and Organization

Davey Resource Group is a division of The Davey Tree Expert Company. Established in 1880 as a family business, Davey incorporated in Ohio in 1909 and was purchased by its employees in 1978. Davey is now is recognized as the fifteenth largest employee-owned company in the U. S. Pat Covey is President and Chief Operating Officer of U.S. Operations. Davey's home office is located in Kent, OH. We operate in 45 states, with offices throughout the country.

Our team of highly trained staff has the knowledge, experience, and technology to help you succeed in managing and understanding your tree resources. Davey Resource Group has inventoried well over 2 million trees while conducting more than 300 urban tree inventory projects. Many of these projects included comprehensive urban forestry management plans and customized software for inventory and data management.

Personnel

The Town of Paradise will be well served by the experience, expertise, and quality of our personnel that will be assigned to this project. By selecting Davey Resource Group, Paradise will benefit from a reliable and comprehensive team of professionals. DRG will ensure that Paradise's quality expectations are met and exceeded. Each person assigned to your project will understand the scope of work and their role in achieving the project goals. Our team is organized, experienced, enjoy their work and working together. They are experienced in working in communities recovering from wildfires and demonstrate an aptitude for creative solutions and executing project tasks within the contracted scope, schedule, and budget. Each person is enthusiastic to have the opportunity to serve the Town of Paradise.

Davey Resource Group staff are aligned and operate as a cohesive team. All are International Society of Arboriculture (ISA) Certified Arborists, with advanced certifications that include risk assessment and municipal specialties. For this contract, personnel will provide the following services:

- Emily Spillett will provide senior management oversight and quality assurance.
- Ian Scott will serve as the Project Manager and Senior Consulting Arborist. Ian will be responsible for contract oversight including personnel management, logistical planning, and project delivery.
- Ruth Williams will serve as the client liaison, provide technical training, quality assurance, logistical support, and summary report development and delivery.
- Lori Murphy will provide field staff supervision, troubleshooting, quality assurance, and progress reporting.
- The field collection team will collect tree inventory data, professionally represent Davey and the Town, and uphold safety standards at all times.

The following personnel summaries describe recent work and pertinent training and certifications. Full resumes can be provided for any team member prior to start of work.

Emily Spillett | Senior Project Manager/Senior Consulting Arborist

Emily Spillett is a Production Manager for the Western Region Urban Forestry Program. She joined the Davey Resource Group team in 2001 as a consulting forester. Ms. Spillett has over eighteen years of professional experience working with utility forestry, urban forestry, land use planning, and natural resource management projects. Ms. Spillett has experience managing some of the largest municipal inventories in Davey history. She currently manages a variety of municipal inventory projects throughout the western states including California, Washington, Utah, Colorado, Oklahoma and Texas including municipal projects in San Francisco, Salt Lake City, Tulsa, Denver, and other municipalities.

Education and Certifications

- Bachelor of Science in Environmental Forest Biology, SUNY College of Environmental Science & Forestry
- International Society of Arboriculture (ISA) Certified Arborist (WE-6702-A)

Ian Scott | Project Manager/Senior Consulting Arborist

Ian Scott has served Davey Resource Group clients throughout the Western U.S. and Canada since 1998. Ian has worked with many cities to develop urban forest management consulting solutions, deliver urban tree inventories, and provide urban tree canopy assessments.

Education and Certifications

- Bachelor of Science in Forestry and Environmental Management, University of New Brunswick, Canada
- ISA Board Certified Master Arborist (PN-5408-BUM)
- ISA Tree Risk Assessment Qualified
- 2009 Graduate of the Municipal Forestry Institute

- American Society of Consulting Arborists Academy

Ruth Williams | Project Coordinator/Client Experience Specialist

Ruth Williams joined Davey Resource Group in 2011. Over the past three months, she coordinated post-fire inventories for 36 private properties in Paradise, California for insurance purposes. Her previous responsibilities have included collecting tree inventory and natural resource data, reviewing data sets and conducting statistical analyses, and developing technical reports, ranging from single tree risk assessments to urban forest master plans.

Education and Certifications

- Bachelor of Science in Landscape Design and Architecture, University of California at Davis
- Bachelor of Science in Environmental Horticulture & Urban Forestry, U.C. Davis
- ISA Board Certified Master Arborist with a municipal specialist designation (WE-7317-BM)
- ISA Tree Risk Assessment Qualification
- American Society of Consulting Arborists Academy
- Community Tree Management Institute (CTMI)

Lori Murphy | Senior Consulting Arborist/Senior Field Supervisor

Lori Murphy has been with DRG since 2009 and is the Senior Inventory Arborist for the Western Region. Lori is based in California and has recently collected field data for several properties in Paradise for insurance purposes. Lori's daily activities include managing the day-to-day movements of her team of inventory arborists, quality control, client communication, and data management. She has acted as field lead on many of DRG's municipal inventories, including San Jose, Salinas, Stockton, San Jose, Richmond, and El Cerrito. Lori has performed urban tree risk assessments and is an expert in tree identification and assessment, and has inventoried more than 250,000 trees with DRG.

Education and Certifications

- ISA Certified Arborist and Municipal Specialist (WE-7844-AM)
- International Society of Arboriculture Tree Risk Assessment Qualified

Tree Risk Assessment Qualified Certified Arborists - Field Collection Team

The following qualified team members represent a subset of the many experienced team members that can be available for your project. Travis West and Todd Beals have both spent significant time over the past two months working in Paradise and Chico conducting post-fire tree assessment for projects with Kemper Services Group and Pacific Gas and Electric. Proof of certification will be provided for any team member prior to the start of work.

Travis West, Consulting Arborist NE-6913A TRAQ

Todd Beals, Consulting Arborist NE-6913A TRAQ

Barry Duncil, Consulting Arborist KY-0656A TRAQ

Elizabeth Lanham, Consulting Arborist WE-9234-A TRAQ

Experience Summary

Philosophy

DRG has provided urban and community forestry consulting services to more communities across North America than any other company. Our ability to successfully serve our clients is rooted in our own pursuit for continuous improvement in the following areas:

- **Quality:** We pride ourselves on delivering a quality product with a quality process. These methods ensure that you receive high-quality tree data and summary reports.
- **Teamwork:** Our personnel each have a role in project success. In addition, we start each project understanding that Paradise stakeholders are a critical part of the team.
- **Communication:** Our personnel are trained to understand the critical importance of communication before, during, and after a project - both internally and with clients and residents.

Work Experience

Davey Resource Group is the preferred Arborist Consulting Service within the Sacramento Region. We would be delighted to also serve the arboricultural interest of the City of Paradise. The following five (5) references present an overview of recent contracts that closely correlate with the services requested in the RFP for Contract 1905.

City of Davis, California

Services Provided: DRG provided a rapid mobilization tree inventory with risk assessment on 25,000 - 40,000 public trees growing within the City of Davis. Inventory collection areas include rights-of-ways, city easements, streets, parkways, medians, parks, city facilities, public parking lots, and other public lands as identified by the Urban Forest Manager. Observations were made and data collected by trained ISA certified arborists experienced with urban tree inventory collection and tree risk assessment. Davey Resource Group collected the data within the clients desired software application.

Client Project Manager: Martin Jones

City of Davis | Parks & General Services Superintendent

1818 5th Street | Davis | CA | 95616

(530) 757-5656 | mjones@cityofdavis.org | FAX (530) 757-5666

California Department of Transportation - Multiple Regions

Services Provided: In 2018 DRG provided rapid mobilization tree inventory with risk assessment to identify and rate roadside trees for potential risk along CALTRANS maintained roads within a twelve County area.

Client Project Manager: Lisa Worthington

California Department of Transportation | Senior Landscape Architect, Contract Manager

1120 N Street | Sacramento | CA | 95814

(916) 654-5996 | lisa.worthington@dot.ca.gov | FAX (530) 229-0502

City of Rancho Cordova, California

Services Provided: DRG performs various Professional Arboricultural Services for the City of Rancho Cordova including residential site visits, tree risk assessments, on-site consultation to city residents, with recommendations for tree removal or maintenance, administration of the City's Tree Preservation Ordinance, development planning review and permitting, report writing, and other services as needed.

Client Project Manager: Steve Harriman

City of Rancho Cordova | Operations and Maintenance Manager

2729 Prospect Park Drive

Rancho Cordova, CA 95670

(916) 851-8716 | sharriman@cityofranhocordova.org | FAX (916) 851-8787

City of Citrus Heights, California

Services Provided: DRG serves as the contracted on-call arborist and facilitates the City "*Tree Assistance Program*" (TAP). TAP provides free guidance and support to help Citrus Heights residents care for trees on their property. The innovative program links vetted professional arborists, seasoned in best management practices (BMPs), local ordinances and successful community outreach, to residents with trees on their property. TAP is a free resource for residents with questions regarding tree health or seeking guidance to save trees. In addition to TAP, the DRG arborist performs various professional arboricultural services for the city including tree risk assessments, planning review, report writing, etc.

Client Project Manager: Alison Bermudez

City of Citrus Heights | Associate Planner

6360 Fountain Square Drive, Citrus Heights, CA 95621

(916) 727-4740 | abermudez@citrusheights.net | FAX 916-725-5799

City of Palo Alto, California

Services Provided: DRG serves as the professional technician to represent the protection and care of trees during all phases of construction. The DRG team reviews and evaluates development plans, tree preservation, and care strategies during construction, perform site surveys to evaluate tree health, identify preservation potential and determine critical root zones for trees that may be impacted by construction. DRG provides on-site consultation for site developers and landscape architects to help preserve tree resources during construction. DRG serves as a liaison to the City and works closely with architects and site developers to insure protecting trees are "part of the plan" by communicating applicable tree preservation policies and construction site monitoring.

Client Project Manager: Walter Passmore

City of Palo Alto | Urban Forester

3201 E. Bayshore Road, Palo Alto, CA 94303

(650) 496-5986 | walter.passmore@cityofpaloalto.org | FAX (650) 329-2240

Scope of Services

Project Understanding

Davey Resource Group will provide rapid mobilization of a team of highly skilled, tree risk assessment qualified Certified Arborists. They will be equipped with vehicles, personal protective equipment, rugged field computers, and standard safety gear and supplies. The team will inventory and mark priority-two trees along approximately 100 miles of right-of-way (ROW) as directed by Town staff, or as logical based on travel and access considerations.

Draft Scope of Work

The field collection team members are trained and experienced to perform the following work:

1. Inspect fire-affected trees for overall health, signs of pests and disease infestations, and structural stability
2. Assess risk referencing FEMA and ISA criteria
3. Field mark trees based on the protocol developed for Camp Fire response with approval by Town managers

DRG Project managers will provide quality assurance and compile field data into the following deliverables:

4. Tree inventory summaries for each road affected by the Campfire. Each summary shall include quantities, photos, coordinates, condition, size and species of trees
5. A hazard tree summary report for trees that are a hazard to the Town ROW, but assessed from public property
6. A database of information required to determine eligibility for FEMA Public Assistance related to hazardous trees including size, damage, hazardous limbs and the possibility of hazardous stumps and other attributes as directed by town managers

Data Attributes will be tailored to this project to match Town requirements including:

7. It will be noted if damage appears to be fire related.
8. Hazard and subsequent removal will be prioritized into three general categories:
 - a. High Hazard/Immediate removal
 - b. Hazardous/removal needed - not immediate
 - c. Potentially hazardous/Inspect in two years

DRG's rugged field computers are pre-loaded with customizable inventory and tree database software.

9. Davey Resource Group will use ROVER tree inventory collection software and TreeKeeper8 Database software for this project. DRG will provide file exports that are fully compatible with Town software 'TOP Access'. Davey Resource Group's team of dedicated IT professionals will provide technical support to ensure seamless data transfer.

DRG has reviewed the project scope of services and has no limitations or exclusions to the proposed services outlined in the RFP for Contract 1905.

Proposed Conceptual Timeline (Revised 4.2.19)

If selected for this contract, DRG will be able to get started with data collection within one week of contract authorization. Data collection is estimated to take two to three weeks with three 2-person crews. The timeline is estimated and dependent on the number of trees identified for priority two inspection. Our field collection team is able to rate 6-12 trees per hour depending on the number of attribute fields, the distance between trees, weather conditions, and unforeseen circumstances. Quality assurance is conducted by field staff and managers on an ongoing basis. Our goal is complete client satisfaction and we are happy to provide revisions and clarifications to summary reports if needed. We welcome discussion of the project timeline to meet Town needs, including additional time for kick-off or report review by client request.

Project Week	One	Two	Three	Four	Five
Phase					
Contract Finalization and Software SetUp					
Mobilization and Kick-off					
Data Collection					
Data Analysis and Quality Assurance					
Data and Report Delivery					
Revisions and Clarifications					

Cost Estimate (Revised 4.2.19)

The current rate for a 2 person team composed of Certified Arborists with TRAQ certification is \$2,630 per day. To complete inspections in an expedient manner, DRG proposes using three 2-person teams for a daily rate of \$7,890. This daily rate is inclusive of all vehicle, equipment and administrative incidentals including travel time from adjacent communities where lodging is available. DRG does not charge extra for evening, overtime or weekend work. Our experience with rapid mobilization post-fire assessment is that six ten-hour work days per week are generally appropriate to maximize production and efficiency. With the tremendous number of clients that DRG personnel have partnered with over the years, we maintain a complete understanding of our production capabilities, ensuring accuracy in our cost estimates. However, we welcome the opportunity to discuss our assumptions and are willing to modify our pricing and consider staff alternatives to best meet the needs of the Town.

Appendix A - Contract Notes and Exceptions

Davey Resource Group Inc. has no current other contracts with the Town of Paradise.

DRG will secure all required Insurance and Certificates of Additional Insured.

If selected for this contract, DRG requests the following copy be inserted within the indemnification portion of the contract:

“Any information to be provided by CONSULTANT is an assessment that shall be considered accurate only at the time of observation. Trees are living organisms that grow, respond to their environment, mature, decline, and fail over time. CONSULTANT makes no representation concerning the effect over time of site distributions, environmental or internal conditions of the trees. It is the sole responsibility of TOWN to plan and implement whatever continuing inspection and maintenance programs may be advisable to detect, or mitigate potential hazards that may result from future conditions of the trees that CONSULTANT is being asked to assess.”



TOWN OF PARADISE
Council Agenda Summary
Date: April 9, 2019

Agenda No. 2(e)

ORIGINATED BY: Marc Mattox, Assistant Town Manager

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Camp Fire Emergency On-Call Tree Felling Contract Award

COUNCIL ACTION REQUESTED:

1. Award Contract No. 19-06(a, b and c), Camp Fire Emergency On-Call Tree Felling, to M&S Wesley Tree Service, A&E Arborists Tree Care and P31 Enterprises and authorize the Town Manager and Town Attorney to execute a contracts estimated at \$100,000 each.

Background:

The November 8, 2018 Camp Fire devastated the region and has specifically caused unprecedented damage to area trees. During the mandatory evacuation period, the Town of Paradise led an effort to assess and mitigate over 1,600 trees which were determined to be "same-day" fall risks and hazards, also known as "Priority 1" trees. Currently in the burn area, it is estimated there are more than 300,000 dead or dying trees which need further assessment, mitigation and disposal. As a second phase in this effort, the Town of Paradise needs to identify "Priority 2" trees which will have varying degrees of risk in the public right-of-way.

During this Priority 2 tree assessment, Town of Paradise desires a reimbursable mechanism to mitigate trees identified as high-hazard emergency trees requiring same-day removal.

Analysis:

Town of Paradise Public Works issued a formal request for proposals on March 22, 2019 for the Camp Fire Emergency On-Call Tree Felling. This proposal identified the following scope of work:

1. Firm shall maintain readiness for potential emergency tree felling assignments for a period of one-year.
2. When notified by the Town, firm shall respond within three hours to any sized emergency tree. Additional time will be allotted for trees requiring a crane.
3. Firm shall supply or coordinate emergency MUTCD-compliant traffic control.
4. Firm shall haul off tree debris in a manner consistent with FEMA regulations within a period of three days from tree felling.

Three proposals were submitted by the due date of April 2, 2019. Proposals submitted include:

- A&E Arborists Tree Care
- M&S Wesley Tree Service
- P31 Enterprises

Upon review of each of the submitted proposals, staff determined that each firm was qualified and capable of undertaking this role of on-call/as-needed support for emergency trees. As a

result, staff recommends awarding a contract to each of the firms to maintain complete readiness dependent upon the outcome of the assessment.

There will be no guarantee of any work or equal portions of work for each of the contractors, yet, staff will identify the needs of each identified emergency on a case-by-case basis.

Financial Impact:

The predicted costs for these contracts is estimated at \$300,000. These contracts are eligible for Public Assistance under the umbrellas of CalOES and FEMA, meaning the Town would have a 2.5-7% matching requirement. However; AB41, Assemblyman James Gallagher's Camp Fire Recovery Bill, would require the State to cover the local match.



Town of Paradise
Council Agenda Summary
Date: April 9, 2019

Agenda Item: 2(f)

ORIGINATED BY: Susan Hartman, CDD Manager/Assistant Planner
REVIEWED BY: Lauren M. Gill, Town Manager
SUBJECT: Acceptance of the 2018 Annual Report of the Paradise Planning Commission Regarding Progress Towards Implementation of the 1994 Paradise General Plan Housing Element

COUNCIL ACTION REQUESTED:

RECOMMENDATION: Adopt a **MOTION TO:**

1. Acknowledge receipt of the Planning Commission's Annual 1994 Paradise General Plan Housing Element Progress Report for the 2018 calendar year.

Background:

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

Section 65400 further states that the annual Housing Element progress report "shall be at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments." In order to provide an opportunity for members of the public to provide this input, the Planning Commission reviewed and forwarded the report to the Town Council during their regularly scheduled meeting on March 20, 2019. Town Council acceptance of the report will facilitate its submittal to HCD and OPR as required.

The attached annual Housing Element progress report reveals that, of a total of thirty (30) new single-family dwelling units, the majority of permits applied for were for above-moderate income dwelling units. In addition, the Town was fortunate to see the submittal, and issuance, of permits for a senior housing development consisting of 56 units approximately 425 sq ft each. To the best of staff's knowledge, only 2 of these 86 housing starts were destroyed by the Camp Fire. The remaining units needed for the 2014-2022 planning period, by income level are: 141 affordable to very low income households; 22 affordable to low income households; 50 affordable to moderate income households and 228 affordable to above moderate income households.

Since the adoption of the Housing Element on June 10, 2014 (Resolution 14-22), staff continues to pursue opportunities to further the implementation of housing program objectives in addition to those programs where implementation involves ongoing directives to promote affordable housing through various means. The report contains a detailed enumeration of each program and its implementation status as of December 31, 2018.

Financial Impact:

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

Attachment

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Paradise

Reporting Period 1/1/2018 - 12/31/2018

Table A

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

Housing Development Information								Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions			
1	2	3	4				5	5a	6	7	8		
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.		
			Very Low- Income	Low- Income	Moderate- Income	Above Moderate- Income			See Instructions	See Instructions			
055-040-067	MH	O		1			1				Installation contracts were matched against the Housing Affordability rates adopting in the Housing Element. The 56 unit development is comprised of +/-425 sq ft units for seniors which will be affordable by the nature of the unit sizes.		
050-200-080	MH	R		1			1						
050-172-015	MH	R		1			1						
050-140-044	MH	O		1			1						
053-132-060	SF	R		2			2						
054-090-075	5+	R		56			56						
(9) Total of Moderate and Above Moderate from Table A3 ▶▶								4	20	24			
(10) Total by income Table A/A3 ▶▶									62	4	20	86	
(11) Total Extremely Low-Income Units*													

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Paradise
Reporting Period 1/1/2018 - 12/31/2018

Table A2

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

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

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

* Note: This field is voluntary

Table A3

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

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate	2				2	4	
No. of Units Permitted for Above Moderate	20					20	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Paradise

Reporting Period 1/1/2018 - 12/31/2018

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2014	2015	2016	2017	2018	2019	2020	2021	2022	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level	RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	141										141
	Non-deed restricted											
Low	Deed Restricted	100										22
	Non-deed restricted		1	6	7	2	62					
Moderate	Deed Restricted	93										50
	Non-deed restricted		4	31	3	1	4					
Above Moderate		303	9	13	17	16	20					228
Total RHNA by COG. Enter allocation number:		637									441	
Total Units ► ► ►			14	50	27	19	86					
Remaining Need for RHNA Period ► ► ► ► ►												

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

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Paradise

Reporting Period 1/1/2018 - 12/31/2018

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
HI-1: Reduce infrastructure constraints to development	Reduce constraints associated with wastewater disposal.	2014-2022	After the Camp Fire on November 8, 2018, staff and town council began discussions with district legislators regarding funding options for the previously studied commercial sewer system.
HI-2: Affordable housing resources	Promote affordable housing.	2014-2022	The Town adopted guidelines in 2016 for a new Tenant Based Rental Assistance Program utilizing HOME grant funds for low income households and utilized \$2,961 for 2018 applicants.
HI-3: Affordable housing incentives	Reduction in development standards to promote affordable housing.	Mar. 2015	Issued building permits for a 56 unit senior apartment complex through a density bonus executed with the Town, which through the small nature of the units (+/- 425 sq ft/unit) will result in affordability.
HI-4: Density bonus	Compliance with Government Code Sections 65915 & 65917.	Feb. 2016	Zoning ordinance amendments consistent with GC Sections 65915 & 65917 were adopted and implemented in January 2015. Density bonuses currently in-place for multi-family projects utilizing clustered wastewater treatment.
HI-5: Publicly owned lands inventory	Develop and maintain inventory of public land within Town limits and its sphere of influence for potential housing sites.	2014-2022	No new public lands acquired resulting in new housing opportunities since an inventory was compiled in 2009.
HI-6: Housing authority	Support the Housing Authority's role in Public Housing Rental Program and Housing Choice Voucher program.	2014-2022	On-going directive; on-going implementation.
HI-7: Small lot consolidation and development	Encourage consolidation of small parcels for residential use.	Dec. 2015	On-going directive. Opportunities for small lot consolidation did not present themselves during 2018.
HI-8: Promote second units	Prepare a Second Units Handbook.	Dec. 2015	Not yet implemented.
HI-9: Address discrimination	Provide filing information for discrimination complaints.	2014-2022	On-going directive. Fair housing/non-discrimination requirements are posted at Paradise Town Hall. No fair housing complaints were filed with the Town during 2018.
HI-10: Annual report	Provide annual report to Town Council and Planning Commission.	Annually	Implemented and on-going. Report for 2018 presented to Planning Commission during March 2019, Town Council during April 2019.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Paradise
Reporting Period 1/1/2018 - 12/31/2018

HI-11: Housing rehabilitation and improvement	Provide rehab and repair opportunities.	2014-2022	6 low-income homeowners were funded through the Town's Owner-Occupied Housing Rehabilitation program in 2018 for home repairs utilizing CDBG & HOME grants.
HI-12: Condominium and mobile home conversions	Revise Chapter 16.10 of the Paradise Municipal Code to address conversions.	June. 2015	Not yet implemented.
HI-13: Enforce housing codes	Provide a safe and decent living environment.	2014-2022	Procedure in place through building division for the thorough investigation of housing complaints and the prompt abatement of resulting violations.
HI-14: Conversion of at-risk units	Reduce potential conversion of affordable housing to market-rate.	2014-2022	The Town is notified as a party on title to assisted affordable housing units. Coordination with Butte County Housing Authority is on-going.
HI-15: Reduce standards for seniors and disabled housing	Revise Zoning Ordinance to provide reduced standards	Dec. 2014	Paradise Municipal Code revised April 2015 to allow for reduced parking requirements for senior housing.
HI-16: Transitional/ supportive housing	Revise zoning code to be consistent with requirements of state law.	Aug. 2015	Not yet implemented.
HI-17: Housing for persons with disabilities	Ensure projects for disabled accessibility are reasonably accommodated.	May. 2015	Housing Rehabilitation Program administered through Business & Housing includes projects involving improvements necessary to ensure accessibility for disabled persons.
HI-18: Special needs housing	Provide incentives for development of housing for persons with special needs.	Feb. 2015	Approved a minor use permit for a 56 unit senior housing development (special needs housing) in June 2018 that included a 13% density bonus.
HI-19: Farm labor housing	Compliance with the state's Employee Housing Act.	July. 2015	Paradise Municipal Code zoning ordinance amended November 2016 to include Agricultural Employee Housing.
HI-20: Energy conservation and efficiency	Promote energy conservation and efficiency in residential development.	2014-2022	Adopted 2016 CA Building Codes which incorporate mandatory green building standards. Residential solar permits are a reduced flat-fee and fast tracked through plan check.

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

Jurisdiction	Town of Paradise
Reporting Period	<u>1/1/2018</u> - <u>12/31/2018</u>

General Comments:

During the November 8, 2018 Camp Fire the Town of Paradise saw the loss of over 8,400 structures including 2 of the 86 reported housing starts for 2018 within the moderate to above-moderate income levels. With the magnitude of the rebuild, the Town is actively seeking opportunities to secure the necessary funding to expand and repair public infrastructure to aid in the rebuilding; the biggest of which is the installation of a sewer system for the commercial corridors. In addition, the Town will be reporting in the 2019 annual report additional zoning ordinance amendments put in place to further remove barriers in the residential rebuild process and promote additional housing opportunities. The Town remains committed to providing housing at all income levels and is working to assist owners with rehabilitation and renovation of existing homes that withstood the Camp Fire.



**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: April 9, 2018**

AGENDA ITEM: 2(g)

ORIGINATED BY: Eric Reinbold, Chief of Police

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Police K-9 Program Grant Acceptance

COUNCIL ACTION REQUESTED:

- (1) Accept a \$25,000.00 grant award from the North Valley Community Foundation, Camp Fire Grant program to aid in the ongoing financial support of the K-9 program.

BACKGROUND:

On November 8, 2018 Town of Paradise experienced the most destructive fire in our California's history, the "Camp Fire" killed 86 people, many who lived in Paradise and damaged or destroyed 14,888 structures (10,764 single family residential) within Paradise. As a result of the Camp Fire the Town has and will continue to experience financial constraints into the future.

Paradise Police K-9 handler, Justin Chamness applied to the North Valley Community Foundation for a grant to assist with the ongoing K-9 program operation costs. It is expected that K-9 Cash has about two (2) years of service left before he will have to retire. Police K-9s and initial training are expensive and historically the K-9 donation fund has been utilized to offset these costs. It is the intention of the Police Department to maintain two (2) Police K-9s on patrol as they are valuable assets to augment the Officers daily operations.

DISCUSSION:

Town Council Resolution No. 96-17 provides for the formal presentation and acceptance of donations made to the Town of Paradise at a public meeting. The process provides a tax record for the citizen or organization as well as clear direction to the finance director to deposit such donations to specific accounts as requested by donor(s).

As such, the Council is requested to accept the grant as a donation from the North Valley Community Foundation, Camp Fire Grant Program, awarded to the Town of Paradise Police Department K-9 donation fund, for a total value of \$25,000.00. Staff recommends the Town Council accept the grant for the ongoing support of the K-9 program.

FINANCIAL IMPACT:

The North Valley Community Foundation, Camp Fire Grant program award is expected

to have no negative fiscal impacts and is expected to offset costs associated with K-9 purchasing, handler training, medical care, specialty training and supplies.



**Town of Paradise
Council Agenda Summary
Date: April 9, 2019**

Agenda Item: 2(h)

Originated by: Gina Will, Administrative Services Director

Reviewed by: Lauren Gill, Town Manager

Subject: Monetary Donations

Council Action Requested:

Accept the various private citizen and business donations offered to the Town of Paradise during the month of March 2019 in the amount of \$189,049.96.

Alternatives:

Do not accept the donations.

Background:

According to Town Resolution #96-17, donations shall be offered directly to the Town Council for acceptance, whenever the donor proposes to restrict the use of the money for a specific purpose.

Discussion:

The Town has received generous donations from various citizens and businesses to support the Town's efforts to maintain services and support community recovery from the 2018 Camp Fire. A schedule of donations is summarized below. These donations can also count toward the matching requirement of the public assistance Cal OES and FEMA claims.

Fiscal Analysis:

The monies have been placed in the appropriate fund according to the desired use of the donor as follows:

Fund	Description	Amount
7808*	Canine Protection Unit Donations	25,000.00
7811	Animal Control Misc. Donations	259.80
7811	Animal Control Camp Fire Recovery	1,640.00
7815	Camp Fire General Donations	162,150.16
Totals		189,049.96

*Reported under separate agenda summary

The monies will be budgeted and approved for use by the Town Council in upcoming budgets.



Detail General Ledger Report

G/L Date Range 03/01/19 - 03/31/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	7808.30.0000.3650.100 Donations Private Sources							Balance To Date:	(\$1,104.78)
03/28/2019	2019-00000823	JE	RA	Revenue Collection Payment Post	Collections			25,000.00	(26,104.78)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
2019-00001410	2019-00000845	#84 240 Main Street, Suite 260 Chico, CA 95928 530-891-1150			North Valley Community Foundation		03/28/2019	25,000.00	(25,000.00)
							Total	\$25,000.00	(\$25,000.00)
Month March 2019 Totals							\$0.00	\$25,000.00	(\$26,104.78)
Account Donations Private Sources Totals							\$0.00	\$25,000.00	(\$26,104.78)
Program Non Program Activity Totals							\$0.00	\$25,000.00	
Department Police Totals							\$0.00	\$25,000.00	
Fund Canine Protection Unit Donations Totals							\$0.00	\$25,000.00	
G/L Account Number	7811.30.4540.3650.100 Donations Private Sources							Balance To Date:	(\$19,495.88)
03/04/2019	2019-00000809	JE	RA	Revenue Collection Payment Post DF.AC.ACTS - Donation Funds, Animal Control, Animal Control T-Shirts (Revenue)	Collections			100.00	(19,595.88)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
2019-00001305	2019-00000758				Anonymous		03/04/2019	100.00	(100.00)
							Total	\$100.00	(\$100.00)
03/05/2019	2019-00000749	JE	RA	Revenue Collection Payment Post	Collections			.78	(19,596.66)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
36013	2019-00000770	Permit#: OS19-00293 Receipt#: 36013 Payee: DAVID & CHENOA RIVERA			DAVID & CHENOA RIVERA		03/05/2019	105.00	(.78)
							Total	\$105.00	(\$0.78)
03/06/2019	2019-00000749	JE	RA	Revenue Collection Payment Post	Collections			.66	(19,597.32)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
36024	2019-00000776	Permit#: BP19-00240 Receipt#: 36024 Payee: DICKSON RAY FAMILY REVOCABLE TRUST			DICKSON RAY FAMILY REVOCABLE TRUST		03/06/2019	121.00	(.66)
							Total	\$121.00	(\$0.66)
03/08/2019	2019-00000772	JE	RA	Revenue Collection Payment Post	Collections			30.00	(19,627.32)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
2019-00001356	2019-00000794	Animal Control Activity			Chameleon		03/08/2019	30.00	(30.00)
							Total	\$30.00	(\$30.00)



Detail General Ledger Report

G/L Date Range 03/01/19 - 03/31/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	7811.30.4540.3650.100 Donations Private Sources							Balance To Date:	(\$19,495.88)
03/09/2019	2019-00000772	JE	RA	Revenue Collection Payment Post	Collections			47.00	(19,674.32)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>		<i>Received From</i>		<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2019-00001357	2019-00000795	Animal Control Activity		Chameleon		03/09/2019		119.00	(47.00)
							Total	\$119.00	(\$47.00)
03/12/2019	2019-00000772	JE	RA	Revenue Collection Payment Post	Collections			.19	(19,674.51)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>		<i>Received From</i>		<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36062	2019-00000797	Permit#: OS19-00343 Receipt#: 36062 Payee: MATT THOMPSON		MATT THOMPSON		03/12/2019		282.00	(.19)
							Total	\$282.00	(\$0.19)
03/13/2019	2019-00000772	JE	RA	Revenue Collection Payment Post	Collections			.83	(19,675.34)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>		<i>Received From</i>		<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36120	2019-00000803	Permit#: BP19-00263 Receipt#: 36120 Payee: ANTHEM		ANTHEM		03/13/2019		151.00	(.83)
							Total	\$151.00	(\$0.83)
03/13/2019	2019-00000772	JE	RA	Revenue Collection Payment Post	Collections			.19	(19,675.53)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>		<i>Received From</i>		<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36108	2019-00000803	Permit#: OS19-00373 Receipt#: 36108 Payee: NICK HERRERA		NICK HERRERA		03/13/2019		282.00	(.19)
							Total	\$282.00	(\$0.19)
03/13/2019	2019-00000772	JE	RA	Revenue Collection Payment Post	Collections			.66	(19,676.19)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>		<i>Received From</i>		<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36121	2019-00000803	Permit#: OS19-00397 Receipt#: 36121 Payee: WRIGHT RICK RAY & DIANNA L		WRIGHT RICK RAY & DIANNA L		03/13/2019		285.00	(.66)
							Total	\$285.00	(\$0.66)
03/19/2019	2019-00000795	JE	RA	Revenue Collection Payment Post	Collections			.90	(19,677.09)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>		<i>Received From</i>		<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36158	2019-00000813	Permit#: OS19-00441 Receipt#: 36158 Payee: SYPHERD DREW S & CINDY L FAMILY TRUST		SYPHERD DREW S & CINDY L FAMILY TRUST		03/19/2019		484.00	(.90)
							Total	\$484.00	(\$0.90)
03/20/2019	2019-00000809	JE	RA	Revenue Collection Payment Post	Collections			.59	(19,677.68)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>		<i>Received From</i>		<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36208	2019-00000817	Permit#: BP19-00290 Receipt#: 36208 Payee: MARK MARKUT		MARK MARKUT		03/20/2019		151.00	(.59)
							Total	\$151.00	(\$0.59)



Detail General Ledger Report

G/L Date Range 03/01/19 - 03/31/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	7811.30.4540.3650.100 Donations Private Sources							Balance To Date:	(\$19,495.88)
03/20/2019	2019-00000809	JE	RA	Revenue Collection Payment Post	Collections			.66	(19,678.34)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
36209	2019-00000817	Permit#: OS19-00473 Receipt#: 36209 Payee: JIM CREW			JIM CREW		03/20/2019	285.00	(.66)
Total							\$285.00	(\$0.66)	
03/20/2019	2019-00000809	JE	RA	Revenue Collection Payment Post	Collections			.66	(19,679.00)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
36212	2019-00000817	Permit#: OS19-00476 Receipt#: 36212 Payee: MCAFEE HUGH A III ETAL			MCAFEE HUGH A III ETAL		03/20/2019	285.00	(.66)
Total							\$285.00	(\$0.66)	
03/21/2019	2019-00000795	JE	RA	Revenue Collection Payment Post	Collections			75.00	(19,754.00)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
2019-00001397	2019-00000830	Animal Control Activity			Chameleon		03/21/2019	75.00	(75.00)
Total							\$75.00	(\$75.00)	
03/28/2019	2019-00000823	JE	RA	Revenue Collection Payment Post	Collections			.66	(19,754.66)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
36294	2019-00000848	Permit#: OS19-00558 Receipt#: 36294 Payee: GIENGER KAREN M REVOCABLE TRUST			GIENGER KAREN M REVOCABLE TRUST		03/28/2019	285.00	(.66)
Total							\$285.00	(\$0.66)	
03/28/2019	2019-00000823	JE	RA	Revenue Collection Payment Post	Collections			.48	(19,755.14)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
36298	2019-00000848	Permit#: OS19-00559 Receipt#: 36298 Payee: RON ENOS			RON ENOS		03/28/2019	81.00	(.48)
Total							\$81.00	(\$0.48)	
03/28/2019	2019-00000823	JE	RA	Revenue Collection Payment Post	Collections			.54	(19,755.68)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
36305	2019-00000848	Permit#: OS19-00561 Receipt#: 36305 Payee: CHAD FINCH			CHAD FINCH		03/28/2019	438.00	(.54)
Total							\$438.00	(\$0.54)	
Month March 2019 Totals							\$0.00	\$259.80	(\$19,755.68)
Account Donations Private Sources Totals							\$0.00	\$259.80	(\$19,755.68)



Detail General Ledger Report

G/L Date Range 03/01/19 - 03/31/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	7811.30.4540.3690.100 Donations - Camp Fire 2018 Miscellaneous							Balance To Date:	(\$29,750.23)
03/02/2019	2019-00000749	JE	RA	Revenue Collection Payment Post	Collections			21.00	(29,771.23)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date		Amount	Distribution Amount
2019-00001331	2019-00000773	Animal Control Activity		Chameleon		03/02/2019		218.55	(21.00)
							Total	\$218.55	(\$21.00)
03/26/2019	2019-00000809	JE	RA	Revenue Collection Payment Post	Collections			1,038.00	(30,809.23)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date		Amount	Distribution Amount
2019-00001402	2019-00000833	Animal Control Activity		Chameleon		03/26/2019		1,063.00	(1,063.00)
							Total	\$1,063.00	(\$1,063.00)
03/26/2019	2019-00000809	JE	RA	Revenue Collection Payment Post	Collections			25.00	(30,834.23)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date		Amount	Distribution Amount
2019-00001402	2019-00000833	Animal Control Activity		Chameleon		03/26/2019		1,063.00	(1,063.00)
							Total	\$1,063.00	(\$1,063.00)
03/29/2019	2019-00000823	JE	RA	Revenue Collection Payment Post	Collections			56.00	(30,890.23)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date		Amount	Distribution Amount
2019-00001422	2019-00000859	Animal Control Activity		Chameleon		03/29/2019		56.00	(56.00)
							Total	\$56.00	(\$56.00)
03/30/2019	2019-00000823	JE	RA	Revenue Collection Payment Post	Collections			500.00	(31,390.23)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date		Amount	Distribution Amount
2019-00001423	2019-00000860	Animal Control Activity		Chameleon		03/30/2019		572.00	(500.00)
							Total	\$572.00	(\$500.00)
Month March 2019 Totals							\$0.00	\$1,640.00	(\$31,390.23)
Account Donations - Camp Fire 2018 Miscellaneous Totals							\$0.00	\$1,640.00	(\$31,390.23)
Program Police - Animal Control Totals							\$0.00	\$1,899.80	
Department Police Totals							\$0.00	\$1,899.80	
Fund Animal Control Misc Donations Totals							\$0.00	\$1,899.80	
G/L Account Number	7815.00.0000.3690.100 Donations - Camp Fire 2018 Miscellaneous							Balance To Date:	(\$286,942.79)
03/05/2019	2019-00000726	JE	RA	Revenue Collection Payment Post	Collections			160,000.00	(446,942.79)
EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)									
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date		Amount	Distribution Amount
2019-00001322	2019-00000768	Urban Design Associates / Town Planning Grant from North Valley Community Foundation		North Valley Community Foundation		03/05/2019		160,000.00	(160,000.00)
							Total	\$160,000.00	(\$160,000.00)



Detail General Ledger Report

G/L Date Range 03/01/19 - 03/31/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	7815.00.0000.3690.100 Donations - Camp Fire 2018 Miscellaneous							Balance To Date:	(\$286,942.79)
03/06/2019	2019-00000749	JE	RA	Revenue Collection Payment Post EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)	Collections			920.84	(447,863.63)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date		Amount	Distribution Amount
2019-00001332	2019-00000774	Donation to the Town of Paradise - Camp Fire from Sacramento Valley Korean American Community		Sacramento Valley Korean American Comm		03/06/2019		920.84	(920.84)
							Total	\$920.84	(\$920.84)
03/19/2019	2019-00000772	JE	RA	Revenue Collection Payment Post EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)	Collections			2.25	(447,865.88)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date		Amount	Distribution Amount
2019-00001365	2019-00000809	donation for Meas C sales tax for purchases made outside of TOP, from Ward Habriel		Habriel, Ward		03/19/2019		2.25	(2.25)
							Total	\$2.25	(\$2.25)
03/26/2019	2019-00000795	JE	RA	Revenue Collection Payment Post EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)	Collections			1,227.07	(449,092.95)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date		Amount	Distribution Amount
2019-00001388	2019-00000826	Refunded a prior voided invoice - donation to the camp fire effort-Golden State Emergency Vehicle Service		Golden State Emergency Vehicle Service, Inc		03/26/2019		1,227.07	(1,227.07)
							Total	\$1,227.07	(\$1,227.07)
Month March 2019 Totals							\$0.00	\$162,150.16	(\$449,092.95)
Account	Donations - Camp Fire 2018 Miscellaneous Totals						\$0.00	\$162,150.16	(\$449,092.95)
Program	Non Program Activity Totals						\$0.00	\$162,150.16	
Department	Non Department Activity Totals						\$0.00	\$162,150.16	
Fund	General Miscellaneous Donations Totals						\$0.00	\$162,150.16	
Grand Totals							\$0.00	\$189,049.96	



**Town of Paradise
Council Agenda Summary
April 9, 2019**

Agenda Item: 6(a)

Originated by: Colette Curtis, Administrative Analyst II

Reviewed By: Lauren Gill, Town Manager

Subject: Authorize the Town Manager to enter into an agreement with Blue Flamingo for communication strategy and support services.

Council Action Requested:

1. Authorize the Town Manager to enter into an agreement with Blue Flamingo for communication strategy and support services with an agreement not to exceed \$102,215.00.

Background:

The Camp Fire, which burned through the Town of Paradise on November 8, 2018 caused widespread and unprecedented damage to the Town of Paradise and surrounding areas. Due to this event, the Town of Paradise has many important steps to recovery.

As the Town of Paradise moves through recovery and into rebuilding, staff will need assistance with communication strategy and implementation, especially surrounding the Town's long-term planning process. Part of that process necessitates reaching out to Paradise residents. After the fire, many residents relocated to locations near and far. The Town wants input from all residents, regardless of where they have relocated. As a result, the Town needs a communications strategy to reach those who are physically far away and those who may not have access to the internet or other news sources.

Discussion:

In February 2019, Town staff worked with 3Core to issue a Request for Proposals (RFP) for a communication strategy firm to assist with outreach and messaging during the recovery process. Seven proposals were received by the deadline, which were reviewed and scored by staff. Through that process, the local firm Hero CMO received the highest score.

3CORE applied to the Butte Strong Fund through the North Valley Community foundation for a grant on behalf of the Town of Paradise to fund this communications consultant. The Town was awarded funding from the Butte Strong fund to pay for this important service by Blue Flamingo, the new name of Hero CMO.

Fiscal Impact Analysis:

There is no impact to the general fund, as this this contract is paid for by a grant from the North Valley Community Foundation, Butte Strong Fund.

**AGREEMENT FOR PROFESSIONAL SERVICES FOR
Paradise Recovery Communications**

03-027-2019

THIS AGREEMENT (the “Agreement”) is made and entered into this _____ day of April 2019, by and between the TOWN OF PARADISE (herein “Town”), a municipal corporation and Blue Flamingo Marketing Advocates (“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, the 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 the Town entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first-class work and services and that Consultant is experienced in performing all the professional services set forth in the Scope of Services. Consultant covenants that it shall use its best efforts in performing the work and services required hereunder and that all work product will be of good quality, fit for the purpose intended.

1.2 Consultant’s Proposal. The Scope of Services shall include Consultant’s proposal (“Proposal”) 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 ordinances, resolutions, statutes, rules and regulations of the Town and any federal, state, or local governmental agency having jurisdiction in effect at the time service is performed.

1.4 Licenses, Permits, Fees & Assessment. Consultant and its 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 its 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 the 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 warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services, (b) has carefully considered how the services should be performed, and (c) fully understands the scope of the activities necessary to provide the services under this Agreement for the proposed Paradise Recovery Communications (“Project”). Consultant warrants that Consultant will investigate the locations of the proposed Project and is or will be fully acquainted with the existing conditions of such locations as necessary for the 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 the Town of such fact and shall not proceed, except at Consultant’s risk until written instructions are received from 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 best efforts 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. The 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 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.

2.0 COMPENSATION.

2.1 Contract Sum. Total compensation of Consultant shall not exceed \$102,215.00 (the "Contract Sum"), except as provided in Section 1.7. Consultant shall receive monthly compensation in accordance with Exhibit B.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 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 the Consultant, including, but not restricted to, acts of God or 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 being extension of the Agreement pursuant to this Section 3.3.

3.3 Term. Unless earlier terminated in accordance with Section 7.6 of this Agreement, this Agreement shall continue in full force and effect until March 27, 2020, with the option of extending the agreement until March 27, 2021.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Only the persons or entities designated in Exhibit "A" shall perform the services described with their names. The foregoing persons or entities shall not be replaced by Consultant without the prior written approval of Town.

4.2 Contract Officers. The Contract Officer shall be the Town Manager. It shall be Consultant's responsibility to assure that the Contract Officer is 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, its 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. 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. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. 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 it or any of its 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 its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. In accordance with Exhibit "C" Insurance Requirements, Consultant shall procure and maintain insurance, at its sole cost and expense, in a form and content satisfactory to Town, during the entire term of this Agreement.

5.2 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 negligent performance of the work, services, operations, or activities of Consultant, its agents, employees, subconsultants, or invitees relating to this Agreement, or arising from the misconduct, negligent acts or omissions of Consultant hereunder, or arising from Consultant's negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, whether or not there is concurrent passive negligence of Town, its officers, agents or employees, who are directly responsible to Town 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.

5.3 Sufficiency of Insurer. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, the Key Rating Guide or in the Federal Register and only if they are of a financial category Class VII or better.

6.0 RECORDS AND REPORTS

6.1 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 Officer 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 the Town shall have access to such records in the event any audit is required.

6.2 Ownership of Documents. All studies, 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 to Town upon request of the Consultant 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.

6.3 Release of Documents. The 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 Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 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, or another appropriate court in such

county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes Town to retain from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to retain or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Town as elsewhere provided herein.

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 this 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 such 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 such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officers, except as provided in Section 7.2.

7.7 Termination for Default of Consultant. If termination of this Agreement is due to the failure of the Consultant to fulfill its obligations under this Agreement, Town may take over the work and perform 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 the 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.

7.8 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. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

8.2 Conflict of Interest. No officer or employee of the Town shall have any financial interest, direct 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.

9.0 MISCELLANEOUS PROVISIONS

9.1 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 and in the case of the Consultant to Valerie Reddemann, Blue Flamingo Marketing Advocates, 1222 Esplanade, Chico CA 85826 , phone number (530) 588-0758. 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.

9.2 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 Corporate 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.

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

CONSULTANT

TOWN OF PARADISE

By: _____

By: _____

Lauren M. Gill, Town Manager

Title: _____

Address: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

Dwight L. Moore, Town Attorney

By: _____

Dina Volenski, CMC, Town Clerk

EXHIBIT “A” SCOPE OF SERVICES

The Communication and Public Relations Coordinator will work to coordinate information and messaging through the Town Manager’s office to Paradise citizens, local media, community stakeholders, local public agencies, along with State and Federal organizations, legislators and legislative staff, and other interested parties.

Tasks under the jurisdiction of the Communication and Public Relations Coordinator may include, but not be limited to:

1. Designing strategies and plans for recovery activities being approved by and pursued by the Town of Paradise;
2. Coordinating promotion of community meetings, small focus groups, public agency presentations, communication of actions by the Paradise Town Council, Butte County Board of Supervisors, and other affiliated public bodies, news media briefings, press releases, updating related website information, social media, and other communication paths;
3. Organizing events such as tours, press conferences, media briefings, event announcements, and related press releases and notifications;
4. Undertaking daily conventional and social media monitoring and analysis of news reports related to the Paradise recovery effort;
5. Undertaking and maintaining a Paradise communication archive folder including photos, news articles, promotional and informational material;
6. Updating related websites, Facebook page, and other informational alternatives, as applicable;
7. Reporting on the communication program to the Town Manager on a regular basis.

Exhibit “B” Compensation

Consultant shall provide reports to the Town monthly. Monthly reports shall include:

1. Summary of work completed
2. Hourly cost of work completed
3. Summary of collateral paid for and cost
4. Total cost of work completed

Compensation shall be paid to the Consultant monthly upon receipt of monthly report.

Consultant’s compensation shall be calculated based on the following hourly amounts for Consultant’s personnel:

Strategy, action plans, reporting, press release/content creation, analysis	\$125.00/hour
Coordinating promotion (meetings, tours, briefings, etc.)	\$110.00/hour
Organizing events (tours, press conferences, meetings)	\$95.00/hour
General PR/marketing (archive folder, updating websites, social media monitoring)	\$95.00/hour

EXHIBIT “C” INSURANCE

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, her 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. Errors and Omissions liability insurance endorsed to include contractual liability

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

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

Deductibles and Self-Insured Retentions

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

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

The Town, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobile

owned, leased, hired or borrowed by the Consultant.

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

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

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

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

Verification of Coverage

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



**Town of Paradise
Council Agenda Summary
Date: April 9, 2019**

Agenda Item: 6(b)

Originated by: Dina Volenski, Town Clerk
Reviewed by: Lauren Gill, Town Manager
Subject: Current vacancy on the Planning Commission

Council Action Requested: Consider the following actions relating to recruitment for a vacancy on the Paradise Planning Commission:

1. Approve the Notice of Vacancy created by the resignation of Planning Commissioner Ray Groom, approve the Planning Commissioner application and authorize staff to advertise the existing Planning Commissioner vacancy, which will include a legal notice, posting on the Town's website, Face book page and a media release.
2. Appoint Commissioner Towslee for another term expiring on June 30, 2023.

Below is the suggested timeline for appointment of a Planning Commissioner.

- a. Set an application deadline of April 29, 2019 at 5:00 p.m. for the one Planning Commissioner vacancy:
- 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 April 29, 2019.
- d. Schedule appointment to the vacancy for the May 14, 2019, regular meeting with appointment to become effective immediately.

Background: Raymond Groom was appointed to the Planning Commission on June 9, 2015 and his term would have expired on June 30, 2019. Due to the Camp Fire that began on November 8, 2018 in Paradise, Ray Groom relocated to Nevada, (resignation letter attached). With Mr. Groom leaving the Planning Commission, it is imperative that the vacancy be filled as soon as possible so that the Commission can approve projects with a majority vote. Also, Mr. Grooms term ends on June 30, 2019, so the individual appointed would finish one month of Mr. Grooms term and fulfil a four-year term as a Commissioner.

Additionally, Commissioner Towslee's term will be expiring on June 30, 2019. Ms.

Towslee has expressed interest in remaining on the Planning Commission for another four-year term, which will expire on June 30, 2023.

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 p.m.

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.

Conclusion: It is necessary for the Town Council to appoint a Planning Commissioner since the term for this position expires until June 30, 2019.

FISCAL IMPACT: None.

Volenski, Dina

From: Ray & Sheila Groom <rayshegroom@gmail.com>
Sent: Monday, January 21, 2019 12:14 PM
To: Volenski, Dina
Subject: Re: TOWN OF PARADISE - NOTICE OF CANCELLATION - MEASURE C CITIZEN OVERSIGHT COMMITTEE - JANUARY 22, 2019

Dina, since we lost our home we have moved to a new home in Reno. Can you take whatever actions are needed to terminate my appointment on the planning commission. Hope you and the staff have adapted to the new norm... thanks, Ray Groom

On Mon, Jan 21, 2019 at 10:42 AM Volenski, Dina <dvolenski@townofparadise.com> wrote:

Attached is the Notice of Cancellation for the Town of Paradise Measure C Citizen Oversight Committee Regular meeting of January 22, 2019.

--

Ray & Sheila Groom

TOWN OF PARADISE COMMITTEE/COMMISSION APPLICATION

Please be advised that application information will become a public record and will be posted on the Town's website as part of the agenda packet (personal information redacted).

Appointments will be made by the Paradise Town Council at the May 14, 2019, Regular Town Council Meeting (6:00 p.m.) Please plan to be present to answer any questions of the Town Council. Applicants shall be full-time residents and registered voters in the Town of Paradise per Resolution No. 81-40. The successful applicant will be required to file an annual financial disclosure - a Statement of Economic Interest Form 700, a public document filed with the California Fair Political Practices Commission; and, complete an ethics training every two years. Information on the financial disclosure and ethics training may be viewed at the following website: www.fppc.ca.gov. Applications must bear an original signature and will become a public record.

Position applying for: Planning Commissioner
Vacant term that expires June 30, 2023

Application Deadline: April 29, 2019 at 5:00 pm. Submit to the Town Clerk Dept., 5555 Skyway, Paradise.

Date: _____

Applicant Name _____

Address _____

Contact Information Telephone: _____

Fax: _____

Email: _____

Education: _____

Biographical Sketch (what you would like the Council and public to know about you and your ability to serve in this position):

Qualifications or past experience:

Comments: _____

SIGNATURE: _____

Please return application to:

Dina Volenski, CMC, Paradise Town Clerk
5555 Skyway, Paradise, CA 95969 M-Th: 8-5 pm
Telephone: 872-6291 Extension 102

**TOWN OF PARADISE
NOTICE OF PLANNING COMMISSION VACANCY**

NOTICE IS HEREBY GIVEN by the Paradise Town Council of a vacant position on the Paradise Planning Commission term ending June 30, 2023. Any registered voter of the Town of Paradise is eligible to apply and may obtain an application at the Town Hall located at 5555 Skyway, Paradise, California, M-Th from 8:00 am - 5:00 pm or from the Town's internet website at www.townofparadise.com. The Town Clerk must receive the application with an original signature by 5 pm on April 29, 2019. Appointment is scheduled for the May 14, 2019 Regular Council Meeting. The successful applicant will be required to disclose certain financial interests within the Town of Paradise and file a California Form 700, Statement of Economic Interest.

The Planning Commission is established by ordinance to serve as an advisory board to the Paradise Town Council and holds one regular meeting on the third Tuesday of each month at 6:00 p.m. at Town Hall located at 5555 Skyway. See Paradise Municipal Code Sections 2.12.030 through 2.12.039 available on the Town's internet website at www.townofparadise.com or at Town Hall. For further information call the Community Development Department, Planning Division, 872-6291 Extension 114 or the Town Clerk's Department at 872-6291 Extension 102.

DINA VOLENSKI, CMC, Town Clerk



TOWN OF PARADISE
Council Agenda Summary
Date: April 9, 2019

Agenda No. 6(d)

ORIGINATED BY: Marc Mattox, Assistant Town Manager

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Camp Fire Town Facility Water Quality Investigation and Implementation Contract Award

COUNCIL ACTION REQUESTED:

1. Consider awarding Contract No. 19-07, Camp Fire Town Facility Water Quality Investigation and Implementation, to Hailing & Associates, a sole contract pursuant to PMC section 2.45.070C and 2. Authorizing the Town Manager and Town Attorney to execute a contract estimated at \$100,000 with approval to issue subsequent task orders, pending outcomes of water quality sampling results.

Background:

The Town of Paradise is closely monitoring Camp Fire-caused damage to local water distribution systems. Currently, the Town has 8 standing structures which need to have their individual water quality distribution systems assessed, listed below:

- ☐ Town Hall – 5555 Skyway
- ☐ Paradise Police Department – 5595 Black Olive Drive
- ☐ Fire Station 81 – 767 Birch Street
- ☐ Fire Station 82 – 5545 S Libby Rd
- ☐ Paradise Animal Control – 925 American Way
- ☐ Public Works Corporation Yard – 933 American Way
- ☐ Fire Safe Council – 5619 Black Olive Drive
- ☐ Paradise Community Park – Black Olive / Birch (Restrooms and Park)

Analysis:

Staff is recommending Council award a sole-source contract to Hailing & Associates, a local environmental and water quality engineer. Hailing & Associates has extensive experience and background in managing water quality and environmental remediation work. Our proposed scope of work includes the following, in general:

- Perform investigative testing for each facility to certify internal water distribution components are not contaminated with volatile organic compounds, and
- Provide consistently clean and potable water to town staff and the public using these facilities.

A proposed contract agreement is included as an attachment to this Agenda Item.

Financial Impact:

The predicted costs for the initial contract including investigation and recommendations is estimated at \$100,000 based on actual time and materials spent on the project. Staff's approach for funding of this work will be through insurance cost recovery.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on March 22, 2019 by and between the Town of Paradise, a municipal corporation (“Town”) and Haling and Associates (“Consultant”).

RECITALS

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

AGREEMENT

1 SCOPE OF SERVICES.

Except as specified in this Agreement, Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Work”) to satisfactorily complete the Work required by Town at his/her own risk and expense. The Work to be provided to Town are more fully described in Exhibit A entitled “SCOPE OF WORK AND COMPENSATION.” All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. Consultant shall provide a one-year warranty to the Town for all Work under this Agreement.

1.1 Town Obligations

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

2 TIME OF PERFORMANCE.

The Work of Consultant shall commence immediately, and shall terminate upon full project completion.

3 COMPENSATION.

Consultant's compensation for all services under this Agreement shall not exceed \$100,000 (one-hundred thousand dollars) _____ and shall be in accordance with the charges set forth in Exhibit "A". In no event shall Consultant's compensation exceed Costs and Fees set forth in Exhibit "A" without the prior approval of the Town Manager.

4 METHOD OF PAYMENT.

Consultant shall be paid for the Work within 30 days after the Town accepts the Work. Approval of the invoice requires the submittal of certified payrolls when prevailing wages rates are in effect for work done. Certified payrolls are to be submitted ten days after the week.

4.1 Contingent Fee

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

4.2 Retention Of Records/Audit

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

5 LABOR COMPLIANCE

The Consultant shall agree through the Agreement to comply with the provisions of the California Labor Code. For the purpose of this Work, eight hours shall constitute a legal day's work.

The Consultant's attention is directed to section 1815 of the labor code regarding overtime pay and the requirement that a \$25 penalty will be levied for each workman for each calendar day during which the overtime pay provision is not met. The Consultant's attention is also

directed to the requirements for travel and subsistence payments to all workers needed to execute the Contract.

Subject to the limitations stated in said section, the Consultant shall comply with the apprenticeship provisions of Section 1777.5 of the Labor Code, including the training and hiring of apprentices.

Attention is directed to Section 7-1.02K(2), "Wages" of the Standard Specifications.

Pursuant to Labor Code Section 1770 et seq, the general prevailing wage rates in the county in which the project work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at Town of Paradise and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

6 EXTRA WORK.

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

7 TERMINATION.

This Agreement may be terminated by the Town immediately for cause or by either party

without cause upon fifteen (15) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for Work properly performed up to the effective date of termination.

8 OWNERSHIP OF DOCUMENTS.

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

9 LICENSING OF INTELLECTUAL PROPERTY.

This Agreement creates a nonexclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by Town. Town shall not be limited in any way in its use of the Documents and Data at any time.

9.1 Confidentiality.

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

9.2 Consultant's Books and Records.

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Work, expenditures and disbursements charged to Town for a minimum period of two (2) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period

required by law, from the date of termination or completion of this Agreement.

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

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

10 INDEPENDENT CONSULTANT.

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

11 INTEREST OF CONSULTANT.

Consultant (including principals, associates, and professional employees and sub-consultants) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or

any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

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

Consultant:

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

12 PROFESSIONAL ABILITY OF CONSULTANT.

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

13 COMPLIANCE WITH LAWS.

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

14 LICENSES.

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

15 INDEMNITY.

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

16 INSURANCE REQUIREMENTS.

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

17 NOTICES.

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

If to Town: Marc Mattox
Public Works Director
Town of Paradise
5555 Skyway
Paradise, CA 95969

If to Consultant: Greg Haling
Haling & Associates
2540 Zanella Way #40
Chico, CA 95928

18 ENTIRE AGREEMENT.

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

19 AMENDMENTS.

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

20 ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to Town for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the Town. No sub-consultants (other than those listed on Exhibit "A") shall work under this Agreement without the prior written authorization of the Town. If Town consents to such subcontract, Consultant shall be fully responsible to Town for all acts or omissions of the sub-consultant. Nothing in this Agreement shall create any contractual relationship between Town and a sub-consultant of the Consultant nor shall it create any obligation on the part of the Town to pay or to see to the payment of

any monies due to any such sub-consultant other than as otherwise required by law.

21 WAIVER.

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

22 SEVERABILITY.

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

23 CONTROLLING LAW VENUE.

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

24 LITIGATION EXPENSES AND ATTORNEY'S FEES.

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

25 MEDIATION.

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

26 MEDIATORS.

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

27 EXECUTION.

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

28 AUTHORITY TO ENTER AGREEMENT.

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

29 PROHIBITED INTERESTS.

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

anticipated material benefit arising there from.

30 EQUAL OPPORTUNITY EMPLOYMENT.

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

TOWN OF PARADISE

"CONSULTANT"



By: _____

Lauren Gill, Town Manager

By: _____

Title: Owner/Principal Engineer

APPROVED AS TO FORM:

ATTEST:

By: _____

Dwight L. Moore, Town Attorney

By: _____

Dina Volenski, Town Clerk

EXHIBIT “A”

Scope of Work and Compensation

Consultant is to furnish the services described below. Such services shall hereinafter be referred to as the consultant's "Scope of Work". The overall objective of this work is to:

- (1) certify existing internal distribution components are not contaminated with volatile organic compounds (VOCs), and
- (2) provide consistently clean (potable) water to Town staff.

The scope of work shall consist of but shall not necessarily be limited to the following:

1. Attendance at meetings as necessary to further define specific work items related to each site identified and assess/investigate existing water distribution systems for each of the following.

- Town Hall – 5555 Skyway
- Paradise Police Department – 5595 Black Olive Drive
- Fire Station 81 – 767 Birch Street
- Fire Station 82 – 5545 S Libby Rd
- Paradise Animal Control – 925 American Way
- Public Works Corporation Yard – 933 American Way
- Fire Safe Council – 5619 Black Olive Drive
- Paradise Community Park – Black Olive / Birch (Restrooms and Park)

This work may also include research of permitting requirements with the Butte County Environmental Health's (BCEH) Small Water Systems Program which is designated as the Local Primacy Agency (LPA) responsible for the enforcement of State and Federal regulations. Work may also include coordination with PID. Town will provide building plans/drawings associated with each site, if available and provide access.

2. Project site assessments will be conducted to isolate, flush and test Town facilities, to include testing of imported clean water brought to each site. Testing will be conducted for VOCs by EPA Method 8260B using standard protocols, including a follow-up 72-hour stagnation test to determine if volatile leachable constituents are present. Additional testing may be conducted to assess other parameters such as disinfection compounds, minerals, pH etc. to minimize or eliminate conditions for microbial bacteria.

3. Dependent upon the results of testing, make recommendations for potential repairs to internal plumbing components followed by installing semi-permanent water tank systems with ongoing water quality maintenance testing. Such systems shall remain in place and maintained until such a time where no further risk to contamination or re-contamination exists.

4. Prepare technical memorandum describing the findings and conclusions for review and concurrence by the Town.

4. Upon approval by the Town, prepare engineering plans and other related documents necessary to implement, install and maintain water delivery or treatment systems. This work may include subcontracting to GAC/Water Storage Tank and associated vendors, plumbers and others as necessary to provide a fully functioning system.

Compensation

Haling & Associates will be compensated on a time-and-materials basis in accordance with the following fee schedule.

2019 FEE SCHEDULE

<u>Professional Staff</u>	<u>RATE</u>
Principal Engineer	\$155.00/hour
Senior Project Manager	120.00/hour
Project Manager	115.00/hour
Senior Geologist/Engineer	110.00/hour
Project Engineer/Geologist/Scientist	100.00/hour
Staff Engineer	85.00/hour
Staff Environmental Specialist	85.00/hour
Engineering Technician	75.00/hour
Word Processor	55.00/hour

Other Costs

Subcontractors and Materials	Cost + 15%
Other Direct Costs	Cost + 15%
Field Vehicle	120.00/day

BILLING RATES ARE SUBJECT TO INCREASE ANNUALLY. A LATE PAYMENT CHARGE WILL BE APPLIED TO ANY UNPAID BALANCE BEGINNING 30 DAYS AFTER THE DATE OF THE ORIGINAL INVOICE.

EXHIBIT “B” – Insurance Requirements

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Acceptability of Insurers

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

Verification of Coverage

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dahlmeier Insurance 1368 Longfellow Avenue PO Box 150, Chico, CA 95927 Chico CA 95926	CONTACT NAME: Linda Dickerson, CISR PHONE (A/C, No, Ext): (530) 342-6421 E-MAIL ADDRESS: lindad@dahlmeier.com FAX (A/C, No): (530) 342-6424
INSURED Greg Haling, DBA: Haling & Associates 2540 Zanella Way, Suite 40 Chico CA 95928	INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyds, London INSURER B: California Automobile Insurance Co INSURER C: AmGUARD Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** GL 18-19 / WC 18-19**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PGIARK0716901	04/24/2018	04/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA040000041348	04/24/2018	04/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	GRWC917528	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PGIARK0716901	04/24/2018	04/24/2019	Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

CERTIFICATE HOLDER**CANCELLATION**Town of Paradise Public Works Director
5555 Skyway

Paradise

CA 95969

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an Additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to provide a waiver of subrogation.

However, this status exists only for the project specified in that contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

California Legislature



James Gallagher
Assemblyman, 3rd District

FOR IMMEDIATE RELEASE
April 4, 2019

CONTACT: Curtis Grima
(916) 319-2003

Gallagher's Camp Fire Recovery Bill Passes Committee *Legislation will save locals millions of dollars*

SACRAMENTO - Assemblyman James Gallagher (*R-Yuba City*) successfully galvanized support for a bill that will save the Town of Paradise and Butte County millions of dollars in Camp Fire debris cleanup costs. Assembly Bill 41 would require the State to cover the local portion of the cleanup and repair costs associated with the Camp Fire. The measure was approved on Wednesday by the Assembly Governmental Organization Committee with unanimous bi-partisan support.

Gallagher stated, "I am here to ensure that the people of the North State are represented and recognized. AB 41 will help ensure that vital disaster relief work in Butte County is fully funded by the State."

While AB 41 passed out of policy committee, Gallagher noted that there is still more to do, "Rebuilding Paradise and the surrounding communities is proving to be no easy task. But I want residents to know that I am working hard with my colleagues to deliver results."

Gallagher has been working to solidify a coalition of support for the measure. In addition to having Democratic co-authors, AB 41 enjoys support from the County of Butte, the California State Association of Counties, Rural County Representatives of California, the California Fire Chiefs Association, California Professional Firefighters, the California Forestry Association, the California Special Districts Association, the Fire Districts Association of California, the California Teamsters Public Affairs Council and the California Farm Bureau Federation.

The measure will be heard in the Assembly Committee on Appropriations next month.

For more information on Assemblyman Gallagher, and to track legislation visit
www.assembly.ca.gov/Gallagher

###

Assemblyman James Gallagher represents the 3rd Assembly District, which encompasses all of Glenn, Sutter, Tehama and Yuba counties as well as portions of Butte and Colusa counties.

**TOWN OF PARADISE
RESOLUTION NO. 19-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
SUPPORTING THE ADOPTION OF ASSEMBLY BILL NO. 41 RELATING
TO STATE OF CALIFORNIA ELIGIBLE COSTS FOR THE CAMP FIRE**

WHEREAS, on November 8, 2018, the Town of Paradise suffered devastating damage due to the Camp Fire; and

WHEREAS, as a result, the Town of Paradise has incurred unique costs associated with responding to the Camp Fire, which was the most destructive wildfire in California history; and

WHEREAS, California Assembly Bill No. 41 would provide that the State of California share of total eligible costs would be 100% rather than 75% of the State's eligible costs connected with the Camp Fire.

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

Section 1. The Town Council hereby supports the adoption of California Assembly Bill No. 41 so that the Town of Paradise can expedite its recovery from the extreme damage caused by the Camp Fire.

Section 2. The Mayor and Town Manager are authorized to submit a letter to the California State Legislature supporting Assembly Bill No. 41.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 9th day of April, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jody Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, CMC, Town Clerk

Dwight L. Moore, Town Attorney



California

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AB-41 Disaster relief: Camp Fire. (2019-2020)

SHARE THIS:



Date Published: 12/03/2018 09:00 PM

CALIFORNIA LEGISLATURE— 2019–2020 REGULAR SESSION

ASSEMBLY BILL

No. 41

Introduced by Assembly Member Gallagher
(Principal coauthor: Assembly Member Dahle)
(Principal coauthor: Senator Nielsen)

December 03, 2018

An act to amend Section 8686 of the Government Code, relating to disaster relief, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

AB 41, as introduced, Gallagher. Disaster relief: Camp Fire.

The California Disaster Assistance Act provides that the state share for disaster project allocations to local agencies is no more than 75% of total state eligible costs, except for specified events for which the state share is up to 100% of state eligible costs.

This bill would provide that the state share is up to 100% of total state eligible costs connected with the Camp Fire that started on November 8, 2018, in the County of Butte.

This bill would make legislative findings and declarations as to the necessity of a special statute for the County of Butte.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 8686 of the Government Code is amended to read:

8686. (a) For any eligible project, the state share shall amount to no more than 75 percent of total state eligible costs.

(b) Notwithstanding subdivision (a), the state share shall be up to 100 percent of total state eligible costs connected with the following events:

- (1) The October 17, 1989, Loma Prieta earthquake.
- (2) The October 20, 1991, East Bay fire.
- (3) The fires that occurred in southern California from October 1, 1993, to November 30, 1993, inclusive.
- (4) The January 17, 1994, Northridge earthquake.
- (5) Storms that occurred in California during the periods commencing January 3, 1995, and February 13, 1995, as specified in agreements between this state and the United States for federal financial assistance.
- (6) The storms that occurred in California in December of 1996 and early January of 1997, as specified in agreements between this state and the United States for federal financial assistance.
- (7) The winter storms and flooding that occurred from February 1, 1998, to April 30, 1998, inclusive, as specified in agreements between this state and the United States for federal financial assistance.
- (8) The wildfires that occurred in southern California commencing October 21, 2003, as specified in agreements between this state and the United States for federal financial assistance.
- (9) The December 22, 2003, San Simeon earthquake, as specified in agreements between this state and the United States for federal financial assistance.
- (10) The severe storms, flooding, debris flows, and mudslides that occurred during December 27, 2004, to January 11, 2005, inclusive, in southern California, as specified in agreements between this state and the United States for federal financial assistance.
- (11) The severe storms, flooding, landslides, and mud and debris flows that occurred in southern California during the period from February 16, 2005 to February 23, 2005, inclusive, as specified in agreements between this state and the United States for federal financial assistance.
- (12) The severe storms, flooding, mudslides, and landslides that occurred in northern California during the period from December 17, 2005, to January 3, 2006, inclusive, as specified in agreements between this state and the United States for federal financial assistance.
- (13) The severe storms and flooding that occurred in northern and central California during the period from March 29, 2006, to April 16, 2006, inclusive, as specified in agreements between this state and the United States for federal financial assistance.
- (14) *The Camp Fire that started on November 8, 2018, in the County of Butte.*

(c) For any federally declared disaster subsequent to January 1, 1995, that the Legislature has designated in subdivision (b), the state shall assume the increased share specified in subdivision (b) in those cases where the Federal Emergency Management Agency or another applicable federal agency has approved the federal share of costs.

(d) The state shall make no allocation for any project application resulting in a state share of less than two thousand five hundred dollars (\$2,500) under this section.

SEC. 2. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique costs incurred by local agencies responding to the Camp Fire that started on November 8, 2018, in the County of Butte, which is ranked the deadliest and most destructive fire in California history.

SEC. 3. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

The Camp Fire, which started on November 8, 2018 in the County of Butte, is the deadliest and most destructive wildfire in California history. In order to timely provide essential relief to those persons who have suffered damage or loss as a result of the forest fires that occurred in the County of Butte in 2018, it is necessary that this act take effect immediately.

**TOWN OF PARADISE
RESOLUTION NO. 19-06**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING
WITH THE PARADISE POLICE OFFICERS ASSOCIATION**

WHEREAS, the Town of Paradise (Town) and the Paradise Police Officers Association (PPOA) have entered into a Memorandum of Understanding (MOU) for the time period between July 1, 2016 and June 30, 2019; and

WHEREAS, the Town and the PPOA met and conferred concerning the Side Letter to amend the MOU, which Side Letter is attached to this resolution as Attachment "A".

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

Section 1. The Mayor and Town Manager are hereby authorized to execute the attached Side Letter concerning the Memorandum of Understanding with the PPOA as attached to this resolution as Attachment "A".

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 9th day of April, 2019 by the following vote:

AYES: Greg Bolin, Steve Crowder, Melissa Schuster, Mike Zuccolillo and Jody Jones, Mayor

NOES: None

ABSENT: None

ABSTAIN: None

Jody Jones, Mayor

ATTEST: *April 22, 2019*

APPROVED AS TO FORM:

Dina Volenski, Town Clerk

Dwight L. Moore, Town Attorney

ATTACHMENT A

SIDE LETTER AGREEMENT BETWEEN

THE TOWN OF PARADISE

AND

THE PARADISE POLICE OFFICER'S ASSOCIATION

Whereas, the Town of Paradise and Town of Paradise's Police Officers Association (Association) desire to resolve pending issues related to the following:

- Adding 15% to the Salary Pay Plan effective March 18, 2019.
- Modification to the work schedule to add additional schedule option to the menu of schedules.

NOW THEREFORE, Town of Paradise and Association hereby agree to the following amendments to the Memorandum of Understanding between the Town and the Association related to the issues referenced above:

1. Adding 15% to the Salary Pay Plan effective March 18, 2019

Article II of the Memorandum of Understanding (MOU) between the Town of Paradise and the Paradise Police Officers Association. Town and Association hereby agree amend section 2.01 Salaries of the MOU to add the following language. Effective March 18, 2019, all employee unit members shall receive a 15% increase to the salary pay plan schedule.

2. Modification to the work schedule to add additional schedule option to the menu of schedules.

Town and Association hereby agree amend Article II, Section 2.02 Hours of Work of the MOU to add additional schedule option to the menu of schedules as outlined in the "Exhibit A" red-line copy of text.

This Side Letter Agreement identifies those articles, sections, and subsections of the Memorandum of Understanding between the Town and the Association that the parties have mutually agreed to amend. Full text of amendments are shown on the attached (EXHIBIT A); along with updated salary schedule (EXHIBIT B). All other terms of the Memorandum of Understanding remain in full force and effect. Any conflict between the MOU and this Side Letter shall be controlled by this Side Letter.

FOR THE TOWN OF PARADISE

Lauren Gill, Town Manager

Jody Jones, Mayor

FOR THE ASSOCIATION

Gary Vrooman, PPOA President

4-9-2019

Date

4-9-2019

Date

4-9-19

Date

EXHIBIT A

Article II. WAGES & HOURS

Section 2.01 SALARIES

Rates of pay. The monthly salary range and effective date for each classification, including steps, shall be as shown on Exhibit A attached hereto and incorporated as an integral part of the Memorandum of Understanding.

- A. Effective the first full pay period following July 1, 2016 (July 11, 2016), all employee unit members shall receive a 3% increase to the salary pay plan schedule.
- B. Effective the first full pay period following July 1, 2017 (July 10, 2017), all employee unit members shall receive a 3% increase to the salary pay plan schedule.
- C. Effective the first full pay period following July 1, 2018 (July 09, 2018), all employee unit members shall receive a 3% increase to the salary pay plan schedule.
- ~~C.D.~~ Effective March 18, 2019, all employee unit members shall receive a 15% increase to the salary pay plan schedule.

Section 2.02 HOURS OF WORK

The standard work-week for employees covered under this agreement consists of forty (40) hours. This may be achieved by a-lternate work week schedules that average 40 or more hours per week over a pay period.

A. Work Week:

1. A work week shall consist of five (5) consecutive work days and two (2) consecutive days off, except for probationary employees participating in a Field Training Officer program. Any alteration of the work-week shall be by mutual agreement of the employee and management.
2. Effective May 19, 2003 the Town and the POA established a 3/12.5 schedule in a 28 day work period 7(k) exemption, for Public Safety positions as defined by FLSA (sworn), for the purpose of calculating federal Department of Labor Fair Labor Standards Act (FLSA) overtime. Regular pay of 160 hours worked (75 hours one biweekly pay period, 85 hours the second biweekly pay period or vice versa) within the 28 day work period will be paid in two equal paychecks of 80 hours each.
3. The standard work schedule for police officers assigned to patrol shall consist of three consecutive weeks of 37.5 hours each and one week of 47.5 hours, within a 28 day work period. The standard work schedule for Sergeants assigned to patrol shall be a four (4) day, ten (10) hour weekly schedule.
4. A police officer's work week shall consist of three (3) consecutive work days and four (4) consecutive days off. Every 4th week a work week shall consist of three (3) consecutive work days and 1 training day. The exception shall be for probationary employees participating in a Field Training Program. Any alteration of the work week shall be by mutual agreement of the employee and management.

5. 12.5 hour example: This schedule has 3 shifts 12.5 hours long followed by 4 days off and consists of day shift personnel and night shift personnel. This schedule has positions, a 10 hour training day per month with no overtime compensation required, but does not have a team concept. Day shift would begin at 0600 hours and conclude at 1830 hours, with a half-hour overlap with night shift: (1800-1830). Night shift would begin at 1800 hours and conclude at 0630 hours, with a half-hour overlap with day shift (0600-0630). At the end of the second pay period, each officer would have to compensate the Town of Paradise for 10 hours of time to complete the 160 hours required for two pay periods. Therefore, these 10 hours could be used for a training day. To train the entire patrol division, there would have to be two different training days.

*The math is as follows:

1st week 3 shifts x 12.5 hrs = 37.5

2nd week 3 shifts x 12.5 hrs = 37.5

3rd week 3 shifts x 12.5 hrs = 37.5

4th week 3 shifts x 12.5 hrs = 37.5 = 150 hours for four week pay period

150 + 10 hour training day = 160 hours for four week pay period.

*This would require a minimum of 15 personnel to work without overtime compensation to back fill.

6. Sworn employees assigned other than patrol may be assigned to a 4/10 or 9/80 work schedule.

7. The work-week for the Communication Records Supervisor and Public Safety Dispatcher shall be the four/ten (4/10) program. Specialized Public Safety Dispatcher positions may require a five-day/eight-hour (5 day/8 hour) per day work-week schedule. Any alteration of the work-week shall be by mutual agreement of the employee and management.

8. Effective April 18, 2019 the Town and the POA established a 3-12 / 4-12 schedule in a 28 day work period 7(k) exemption, for Public Safety positions as defined by FLSA (sworn), for the purpose of calculating federal Department of Labor Fair Labor Standards Act (FLSA) overtime. Regular pay of 160 hours worked (80 regular hours and 4 overtime hours one biweekly pay period, and 80 regular hours and 4 overtime hours on the second biweekly pay period) within the 28 day work period will be paid in two equal paychecks of 80 regular hours and 4 overtime hours each. Overtime pay is not pensionable compensation.

9. Non-sworn members shall be paid in accordance with FLSA weekly overtime rule, anything worked over 40 hours in one week is overtime. For dispatch the 3-12 / 4-12 is 36 regular hours in one week and 40 regular hours plus 8 overtime hours in the other week. Overtime pay is not pensionable compensation.

10. The standard work schedule for Police Officers, Sergeants, Dispatchers, and Dispatch Supervisor assigned to a patrol schedule shall consist of alternating three consecutive 12 hour shifts with four consecutive days off and four consecutive 12 hour shifts with three consecutive days off, within a 28 day work period.

11. 12 hour example: This schedule has 3 shifts 12 hours long followed by 4 days off, and then 4 shifts 12 hours long followed by 3 days off or vice versa. This schedule consists of day and night shifts. This schedule has 4 hours of overtime per biweekly pay period. Day shift would begin at

0600 hours and conclude at 1800 hours. Night shift would begin at 1800 hours and conclude at 0600 hours.

~~7.~~

- B. Work Day. A normal work day shall consist of eight (8), nine (9), ten (10), twelve (12) or twelve and one half (12 1/2) consecutive hours, within which is included a reasonable lunch period, normally thirty (30) minutes, unless otherwise provided herein.
1. Employees may or may not receive consecutive days off during a week in which employees rotate shifts on a department-wide basis. However, except for probationary employees participating in a Field Training Officer program, such shift rotation shall be no more than three (3) times yearly, unless otherwise agreed upon by the Association and the Chief of Police. At rotation, no employee shall be required to work two (2) shifts with less than eight (8) hours between shifts.
 2. All paid leave taken during a work week/day shall be computed as time worked for the purpose of computing overtime in accordance with Article II, Section 2.02 of this agreement.
 3. Overtime shall be paid at the rate of time and one half the prevailing rate of pay for an employee required to work in excess of 12.5 hours per shift on a normal work day, in excess of 8 hours per shift on a normal work day, in excess of 10 hours per shift or on a 10 hour normal training day, in excess of 8 hours per shift on an 8 hour training day, in excess of 12 hours for a normal work day, and for 7(k) exempt employees in excess of 160 hours in a 28 day work period.

Section 2.03 OVERTIME & COMPENSATORY TIME OFF

- A. The Town shall pay an amount equal to one and one-half (1 1/2) times the hourly rate of pay for an employee required to work in excess of eight (8) hours per shift on a five/eight (5/8) shift schedule or in excess of ten (10) hours per shift on a four/ten (4/10) shift schedule, or to work in excess of twelve (12) hours per shift on an alternating three days per week/four days per week 12 hours per day shift schedule, or more than forty (40) hours per work week. Note: for the 12.5 hour shift schedule refer to Article II, Section 2.02.A.1.
- B. For the purpose of computing time worked in this article, all paid leave taken during the work week shall be computed as time worked. All overtime shall be authorized only when in the opinion of the Police Chief it is necessary for the safe and effective operation of the Department. The Department shall make a reasonable effort to find volunteers to work overtime before requiring an employee to report for overtime duty. To the extent operationally feasible, ordered overtime shall be assigned on an equitable basis among employees qualified to perform such overtime. It is further agreed that employees may accumulate up to a total of two hundred and forty (240) hours of compensatory time off. All overtime earned in excess of the maximum accrual shall be automatically paid as provided herein.
1. All employee unit members shall be allowed to cash in up to \$3,000 of accrued compensatory time off once per year. Requests must be received by May 31st, to be paid in the month of June.

2. Compensatory time off bank shall be paid out in full at the time of promotion from a non-exempt position to an exempt position, or other movement out of the Association.

EXHIBIT B

TOWN OF PARADISE							
SALARY PAY PLAN EFFECTIVE 03/18/19							
Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
POLICE OPERATIONS							
POLICE OFFICER							
HOURLY	40	27.06	28.41	29.83	31.32	32.89	34.53
BIWEEKLY		2,164.80	2,272.80	2,386.40	2,505.60	2,631.20	2,762.40
MONTHLY		4,690.40	4,924.40	5,170.53	5,428.80	5,700.93	5,985.20
ANNUAL		56,284.80	59,092.80	62,046.40	65,145.60	68,411.20	71,822.40
POLICE SERGEANT							
HOURLY	40	31.89	33.48	35.15	36.91	38.76	40.70
BIWEEKLY		2,551.20	2,678.40	2,812.00	2,952.80	3,100.80	3,256.00
MONTHLY		5,527.60	5,803.20	6,092.67	6,397.73	6,718.40	7,054.67
ANNUAL		66,331.20	69,638.40	73,112.00	76,772.80	80,620.80	84,656.00
PUBLIC SAFETY COMMUNICATIONS							
PUBLIC SAFETY DISPATCHER							
HOURLY	40	20.02	21.02	22.07	23.17	24.33	25.55
BIWEEKLY		1,601.60	1,681.60	1,765.60	1,853.60	1,946.40	2,044.00
MONTHLY		3,470.13	3,643.47	3,825.47	4,016.13	4,217.20	4,428.67
ANNUAL		41,641.60	43,721.60	45,905.60	48,193.60	50,606.40	53,144.00
COMMUNICATION RECORDS SUPERVISOR							
HOURLY	40	25.53	26.81	28.15	29.56	31.04	32.59
BIWEEKLY		2,042.40	2,144.80	2,252.00	2,364.80	2,483.20	2,607.20
MONTHLY		4,425.20	4,647.07	4,879.33	5,123.73	5,380.27	5,648.93
ANNUAL		53,102.40	55,764.80	58,552.00	61,484.80	64,563.20	67,787.20