



TOWN OF PARADISE

5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931

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www.townofparadise.com

Management Staff:

Charles L. Rough, Jr., Town Manager
Dwight L. Moore, Town Attorney
Joanna Gutierrez, Town Clerk
Lauren Gill, Assistant Town Manager
Craig Baker, Community Development Director
Chris Buzzard, Police Chief
Rob Cone, Interim Fire Chief
Gina Will, Finance Director/Town Treasurer

Town Council:

Alan White, Mayor
Steve "Woody" Culleton, Vice Mayor
Joe DiDuca, Council Member
Scott Lotter, Council Member
Tim Titus, Council Member

TOWN COUNCIL AGENDA

REGULAR MEETING – 6:00 PM – November 01, 2011

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

Members of the public may address the Town Council on any agenda item, including closed session. If you wish to address the Town Council on any matter on the Agenda, it is requested that you complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the Council Meeting.

All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Town Council within 72 hours of a Regular Meeting will be available for public inspection at the time the subject writing or document is distributed to a majority of the subject body. The information will be available at the Town Hall in the Town Clerk's Department at 5555 Skyway, Paradise, California, during regular business hours Monday through Thursday from 8:00 a.m. to 5:00 p.m.

1. OPENING

- a. Call to Order
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Invocation
- d. Roll Call
- e. Proclamations: None.

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS

3. CONSENT CALENDAR

- 3a. Approve Minutes of the October 4, 2011 Regular Meeting and October 20, 2011 Special Meeting.
- 3b. Approve Cash Disbursements in the Amount of \$1,352,621.95
- 3c. Adopt Resolution No. 11-43, Amending Resolution No. 09 – 68, a Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager to Submit an Amended Application to the California Energy Commission for Funding Under the Energy Efficiency and Conservation Block Grant Program – Small City and County Grant Program.
- 3d. (1) Approve the Request for Proposals to Replace the Safety Lighting at the Signalized Intersection with Funding From Energy and Conservation Block Grant (EECBG); and, (2) Authorize the Assistant Public Works Director to Advertise this Project for Bids.
- 3e. (1) Approve the Request for Proposals to Convert T-12 Florescent Lighting Fixtures with T-8 Flourescent Lighting Fixtures at Town Hall, paradise Police Station and Install Exterior Lighting Upgrades at Town hall with Funding from Energy and Conservation Block Grant (EECBG); and, (2) Authorize the Assistant Public Works Director to Advertise the Project for Bids.
- 3f. (1) Approve the Request for Proposals to Replace eight (8) HVAC Units at Paradise Police Station, Town Hall and Vehicle Maintenance Facility with Funding from Energy and Conservation Block Grant (EECBG); and, (2) Authorize the Assistant Public Works Director to Advertise This Project for Bids.
- 3g. Approve a One-Year Professional Services Agreement with Jim Broshears to Provide Emergency Operations Center (EOC) Coordination, Planning and Training Support services in the Amount of \$1.00.
- 3h. Adopt Resolution No. 11-44, "A Resolution of the Town Council of the Town of Paradise Rescinding Resolution No. 11-29 and Authorizing the Submittal of an Application to the California State Department of Housing and Community Development for Funding Under the CalHOME Program; the Execution of a Standard Agreement if Selected for Such Funding and any Amendments Thereto: and Any Related Documents Necessary to Participate in the CalHOME Program.

- 3i. Approve the Town Manager's Amended Employment Agreement to Defer His Accrued Benefits Pay-Out Upon Retirement From the Current Fiscal Year 2011/12 to Fiscal Year 2012/13, and terminate his current employment agreement effective December 30, 2011.
- 3j. Approve the recommended budget adjustments that will decrease the General Fund deficit and increase the General fund Reserves by \$29,727. (Concession savings of \$10,624 from OE3 General Unit Employment Agreement and \$19,103 from the CMMA Unit Employment Agreement)

4. PUBLIC HEARING PROCEDURE

- a. Staff report (15 minutes total maximum)
- b. Open hearing to the public
 - 1. Project proponents or in favor of (15 minutes total maximum)
 - 2. Project opponents or against (15 minutes total maximum)
 - 3. Rebuttals - when requested (15 minutes total maximum or 3 minutes maximum per speaker)
- c. Close hearing to the public
- d. Council discussion
- e. Motion
- f. Vote

5. PUBLIC HEARINGS

6. PUBLIC COMMUNICATION

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

7. COUNCIL CONSIDERATION

- 7a. Consider Designating Two Members of the Town Council to Serve on the Interview Panel for the Public Works Director/Town Engineer Position.
- 7b. Consider Approving Saturday, December 3, 2011 at 5:30 p.m. as the Date and Time for the Town of Paradise's Fifth Annual Christmas Tree Lighting Ceremony/Food Drive at the Paradise Community Park.

8. COUNCIL COMMUNICATION (Council Initiatives)

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

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

- 9a. Town Manager Oral Report

10. CLOSED SESSION

10a. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Charles L. Rough, Jr., Lauren Gill, Gina Will, and Crystal Peters, its designated representatives, regarding labor relations between the Town and the Firefighters' Association, the Management Unit, the Police Mid-Management Association, and the Police Officers Association.

11. ADJOURNMENT

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

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING - 6:00 P.M. – October 4, 2011**

The Regular Meeting of the Town Council of the Town of Paradise was called to order by Mayor White at 6:02 p.m. in the Council Chambers, Town Hall, 5555 Skyway, Paradise, California. Following the pledge of allegiance, the invocation was offered by Council Member Joe DiDuca.

COUNCIL MEMBERS PRESENT: Steve "Woody" Culleton, Joe DiDuca, Tim Titus, and Alan White, Mayor.

COUNCIL MEMBERS ABSENT: Scott Lotter.

STAFF PRESENT: Town Clerk Gutierrez, Town Manager Rough, Town Attorney Moore, Assistant Town Manager Gill, Finance Director Will, Community Development Director Baker, Assistant Public Works Director Derr, Assistant Town Clerk Volenski, Interim Fire Chief Cone, Battalion Chief Rapp, HR/Risk Manager Analyst Peters and Police Chief Buzzard.

Proclamations: The Domestic Violence Awareness Month proclamation was presented to Vince Ornelas, Member of Catalyst Board of Directors; and, the Book in Common for 2011/2011- Zeitoun - was presented to Brenda Crotts, Paradise Branch Librarian.

2. ITEMS DEFERRED FROM PREVIOUS MEETING

None.

3. CONSENT CALENDAR

Manager Rough informed Council that the budget adjustment discussed in agenda item 3e will not take effect until the next fiscal year, and Council concurred to remove item 3e from the agenda.

Comments related to agenda item 3c:

1. Tom Kelly stated that he would like Paradise to be declared a drug free zone, that the American Medical Association has stated that there is no medical use for marijuana, that the ordinance bans dispensaries and collectives and he would like to see marijuana banned from all neighborhoods

2. Gordy D. stated that he thinks the restrictions in the Constitution are on government and not on "we the people", that the proposed ordinance is a slap in the face to the people that voted in 1996 to legitimize medical marijuana, and discussed his views on the

differences between a republican form of government and a democracy as each relates to sovereign power and the rights of the individual people.

Agenda Item 3(a): MOTION by Titus, seconded by DiDuca, approved Minutes of the September 6, 2011, Regular Council Meeting and the September 15, 2011, Special Council Meeting. Roll call vote was unanimous with Lotter absent and not voting.

TC (MIN) [APPR]
Minutes of the 9/6/2011
Regular & 9/15/2011
Special Meetings.

Agenda Item 3(b): MOTION by Titus, seconded by DiDuca, approved Cash Disbursements in the amount of \$958,648.92. Roll call vote was unanimous with Lotter absent and not voting.

TC (FIN) [APPR] Cash
Disbursements in the
amount of \$958,648.92.
(310-10-27)

Agenda Item 3(c): MOTION by Titus, seconded by DiDuca, (1) made the finding that, pursuant to California Environmental Quality Act (CEQA) guidelines Section 15061(b)(3), the proposed ordinance is exempt from environmental review because there is no possibility that its adoption will have a significant effect on the environment and the proposed ordinance is not a project under CEQA because it is ministerial in nature; (2) Waived the second reading of entire Ordinance No. 523 and approved reading by title only; and, (3) Adopted Ordinance No. 523, An Ordinance of the Town of Paradise Repealing Chapter 17.31 of the Paradise Municipal Code and Adding a New Chapter 17.31 to the Paradise Municipal Code Restricting Medical Marijuana Cultivation. Roll call vote was unanimous with Lotter absent and not voting.

TC (ORD) [ADOPT] Ord
No 523, Adding to PMC
Ch 17.31 restricting
medical marijuana
cultivation. (540-16-92)
(750-95-10)

Agenda Item 3(d): MOTION by Titus, seconded by DiDuca, approved the request by Bob Irvine, Executive Director of California Vocations, Inc., (COVE) to adopt a portion of the Paradise Memorial Trailway from Rocky Lane northerly to Pentz Road. Roll call vote was unanimous with Lotter absent and not voting.

TC (PW) [APPR]
Trailway adoption by
COVE as requested by
Bob Irvine. (950-18-03)

Agenda Item 3(e): Council concurred to remove this item from the agenda as the budget adjustment in the amount of \$16,456 will not take effect until 2012/2013 fiscal year.

N/A until 2012/13

4. PUBLIC HEARING PROCEDURE

Mayor White informed the public that there were no public hearings scheduled for this meeting.

5. PUBLIC HEARINGS

None.

6. PUBLIC COMMUNICATION

1. Harold Eddy stated that he thinks the money being spent to improve the parks in Town should be used to improve the roads.

Mayor White stated that the parks are under the control of a separate entity, the Paradise Recreation and Park District, and that the park monies are not available to the Town of Paradise.

2. Cynthia Harvey stated that she provided each Council Member a folder of information regarding the disappearance of her son Loren Harvey Jr., on October 15, 2010, that her son is a victim, that they have no answers, and asked Council to encourage the Paradise Police to open their files to the FBI to allow them to solve the crime at no cost to the Town.

7. COUNCIL CONSIDERATION

Following a report from Police Chief Buzzard regarding the cost of animal control operations, which includes the animal shelter, and the measures taken to enable the shelter to operate for the next three years, Mayor White opened the matter for public input.

1. Loren Harvey stated the he would like to remind Council that the load on retirement will continue to grow when sworn police officers are working in Animal Control.

Agenda Item 7(a): MOTION by DiDuca, seconded by Culleton, authorized the Finance Department to transfer \$37,467 from the Animal Control Donation Account #7811.30.4540.5910.070 to Animal Control Account #2070.30.4540.3910.811 to reconcile the FY 2010/2011 budget. Roll call vote was unanimous with Lotter absent and not voting.

TC (FIN) [AUTH]

\$37,467 transfer from
AC Donation account to
AC Account
2070.30.4540.3910.811
to reconcile budget.
(340-10-32) (410-10-05)

Following a report from Police Chief Buzzard regarding the proposed DUI cost recovery program, Mayor White opened the matter for public comment.

1. Gordy D. stated that he has no problem with keeping drunk or impaired drivers off the road, but has a problem with the Town billing without due process.

2. Fred Aldred stated that he does not defend drunk drivers, but is concerned with equality issues, and even though the State law allows the Town to pursue this certain group of offenders - drunk or impaired drivers - there are other actions that cause accidents that

require emergency response, such as accidents that occur while using a cell phone to send text messages, or dropping a cigarette in your lap while driving.

3. Jon Remalia questioned if it would take as much money to pursue collection of these proposed fees as would be collected, and that many people cannot even afford to get their vehicles out of impound.

Agenda Item 7(b): Council concurred to the amendments recommended by the Town Attorney to the resolution proposed for a DUI Cost Recovery Program as follows:

Motion failed re DUI Cost Recovery Program.

1. To Section 6, to establish that the amount of the cost recovery fee shall not exceed one thousand dollars (\$1,000) (originally proposed at twelve thousand dollars); and,
2. To the first sentence in section 7 of the proposed resolution to require a person be convicted prior to billing a cost recovery fee, by striking the words "Within ten (10) days of ..." and insert the words "After the person is convicted of an offense for the ...".

The **Motion by Titus, seconded by Culleton** to adopt the amended Resolution No. 11-40, A Resolution Establishing Procedures, Fees and Charges for the Recovery of Public Safety Costs for Emergency Response Directly Related to Driving Under the Influence Incidents, DID NOT PASS. Ayes of Culleton and Titus; noes of DiDuca and White; Lotter absent and not voting. DiDuca stated for the record that he voted no as he would like to review information from other cities on this issue.

Community Development Director reported to Council regarding the application for landmark tree status filed by Bill Meseke, Mayor White opened the matter for public comment.

1. Bill Meseke stated that he likes trees and landscape, that it was coincidental that he noticed information on the Town's website about the process of designating a landmark tree and that he thinks this is a nice thing to do that will add to the value of his property.

Agenda Item 7(c): **MOTION by White, seconded by Culleton, (1)** made the finding that, pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the proposed Landmark Tree Designation is exempt from environmental review because there is no possibility that its adoption will have a significant effect on the environment; and, (2) Adopted Resolution No. 11-40, A

TC (RES)[ADOPT] Res No 11-40, Establishing Landmark Tree Status for tree located at 1627 Meadowbrook Ln. (740-60-20)

Resolution of the Town of Paradise Establishing Landmark Tree Status for a Large Black Oak Tree Growing on Residential Property Located at 1627 Meadowbrook Lane, Paradise, California (PL11-00169, Meseke). Roll call vote was unanimous with Lotter absent and not voting.

Agenda Item 7(d): MOTION by Titus, seconded by DiDuca, authorized a 90-day trial of an electronic agenda/meeting management solution to meet the Town Council's goal of streamlining processes through technology, vendor to be selected by staff. Roll call vote was unanimous with Lotter absent and not voting.

TC (ADMIN) (APPR) 90-day trial of electronic agenda/meeting mgt solution. (160-50-11)

8. COUNCIL COMMUNICATION (Council Initiatives)

Agenda Item 8(a): Council Member DiDuca reported on his attendance at the Butte College ceremonies held in commemoration of the tenth anniversary of the '911' terrorist attack on the twin towers in New York; and, that he went on the Paradise Irrigation District water tour.

Vice Mayor Culleton reported on his attendance at the League of California Cities Annual Conference in San Francisco.

Council Member Titus reported on his attendance at the Paradise Community Village groundbreaking ceremony and Johnny Appleseed Days.

Mayor White reported on the Exchange Club "Blues & Brews" fundraiser for school music programs held as part of Johnny Appleseed Days; and, that he attended the PCV groundbreaking ceremony and the Butte County Air Quality Management District Meeting.

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

Agenda Item 9(a): Police Chief Buzzard informed Council that the Police Department has added a K-9 member to the Police force, a 65 pound male German Shepherd named "Cash", a protection dog.

10. CLOSED SESSION

At 8:00 p.m. Mayor White announced that pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Charles L. Rough, Jr., Lauren Gill, Gina Will, and Crystal Peters, its designated representatives, regarding labor relations between the Town and the Confidential/Mid-Management

Association, the Firefighters' Association, Fire Mid-Management Association, the General Employees Unit, the Management Unit, the Police Mid-Management Association, and the Police Officers Association.

Mayor White reconvened the meeting at 8:20 p.m. and announced that no action was taken in closed session.

11. ADJOURNMENT

The Council meeting was adjourned at 8:20 p.m.

APPROVED:

ALAN WHITE, Mayor

JOANNA GUTIERREZ, CMC, Town Clerk

**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 9:15 A.M. – OCTOBER 20, 2011**

The Special Meeting of the Town Council of the Town of Paradise was called to order by Mayor White at 9:15 a.m. in the Council Chambers, Town Hall, 5555 Skyway, in Paradise, California.

COUNCIL MEMBERS PRESENT: Steve “Woody” Culleton, Joe DiDuca, Scott Lotter, Tim Titus, and Alan White, Mayor.

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Town Clerk Gutierrez, Town Manager Rough, Town Attorney Moore, Manager Rough, Finance Director Will, Assistant Town Clerk Volenski, HR/Risk Management Analyst Peters, Community Development Director Baker, Assistant Public Works Director Derr, Police Chief Buzzard and Police Lieutenant Tazzari.

2. CLOSED SESSION

At 9:17 a.m. Mayor White announced that pursuant to Government Code Section 54957.6, the Town Council would hold a closed session to meet with Charles L. Rough, Jr., Lauren Gill, Gina Will, and Crystal Peters, its designated representatives for the following:

2a. Regarding labor relations between the Town of Paradise and the General Employees Unit; and, the Confidential/Mid-Management Association.

2b. To review the authorized contract for services covering the Period from December 31, 2011 through December 31, 2012 between the Town of Paradise and Charles L. Rough, Jr. for Town Manager services.

Mayor White reconvened the meeting at 9:58 a.m. and announced that no action was taken in closed session.

3. COUNCIL CONSIDERATION

Manager Rough reported to Council that the agreements between the Town and the General Employees and the Confidential Mid-Management groups places a cap on the Town share of the medical premium costs based on current medical premiums and removes the 80/20 split provision; provides for a 5% reduction in salary through 12/30/2012; eliminates cash-out provision for sick leave and reduces the sick leave accrual cap from 2,000 hours to 1,040 hours

maximum; agrees to Town Hall closure for the last two weeks in December for the term of the contract; and, with respect to the CMMA, reduces by 50% the administrative leave benefit for employees hired after November 1, 2011. Manager Rough stated that the effect of capping the Town's share of medical premium costs for active employees in these two groups will result in a \$5.6 million dollar reduction to the Town's retiree medical unfunded liability. (\$3.3 –General; \$2.3 CMMA).

Town Manager Rough explained how the two-week closure benefits the Town in that all employees will be using vacation at this time reducing potential for staffing issues during open hours for the remainder of the year, and also reducing accrued vacation which is a cost to the Town. Town Manager Rough stated that he and Assistant Town Manager Gill will be checking messages twice a day during this two-week period in order to address any critical needs of citizens and that an emergency contact number will be programmed into the answering system.

Agenda Item 3(a): MOTION by Titus, seconded by Culleton, adopted Resolution No. 11-41, a Resolution Approving the Memorandum of Understanding (relating to employment) Between the Town of Paradise and the Town of Paradise General Employees Unit Covering the Period from July 1, 2011 to June 30, 2013. Roll call vote was unanimous.

TC (RES) [ADOPT] Res No 11-41, MOU between Town & General Employees relating to employment.

Agenda Item 3(b): MOTION by Titus, seconded by Culleton, adopted Resolution No. 11-42, a Resolution Approving a Memorandum of Understanding (relating to employment) Between the Town of Paradise and the Town of Paradise Confidential/Mid-Management Association. Covering the Period from July 1, 2011 to June 30, 2013. Roll call vote was unanimous.

TC (RES) [ADOPT] Res No 11-41, MOU between Town & CMMA (Confidential & Mid-Management Employees) relating to employment.

Town Attorney Moore reported to Council regarding the agreement proposed for part-time Town Manager services to be provided by Charles L. Rough, Jr.; that the term of the contract is December 31, 2011 through December 31, 2012; that the compensation rate will be \$45 per hour for the first six-month period, \$50 an hour for the second six-month period, and that compensation is limited to 960 for each six-month period; that there will be no benefits; and, approval of the agreement would result in an overall net savings to the Town in the amount of \$142,927.74 for Fiscal Years 2011/2012 and 2012/2013. Attorney Moore clarified that the 960 hours relates to the maximum amount of hours for which the employee may be compensated, and that the employee may work additional hours without compensation; and, that an action requesting modification to

Manager Rough's current contract will come back at the next regular Council meeting as a consent calendar item.

Mayor White opened the matter to public comment.

1. Loren Harvey asked if the Town Manager will be a contract employee or an employee of the Town.

Manager Rough stated that this is an employee agreement.

Agenda Item 3(c): MOTION by Lotter, seconded by DiDuca, approved the authorized contract for services covering the Period from December 31, 2011 through December 31, 2012 Between the Town of Paradise and Charles L. Rough, Jr. for Town Manager Services. Roll call vote was unanimous.

TC (AGT) [ADOPT]
Employment agreement
for Town Manager
services with Charles L.
Rough, Jr. (C96-08)

4. ADJOURNMENT

Mayor White adjourned the Council meeting at 10:15 a.m.

APPROVED:

ALAN WHITE, Mayor

JOANNA GUTIERREZ, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
SEPTEMBER 21, 2011 - OCTOBER 20, 2011

September 21, 2011 - October 20, 2011

| Check Date | Pay Period End | DESCRIPTION | AMOUNT |
|------------|----------------|---|-------------------------------------|
| 9/30/2011 | 9/25/2011 | Net Payroll - Direct Deposits & Checks | \$186,238.58 |
| 10/14/2011 | 10/9/2011 | Net Payroll - Direct Deposits & Checks | \$164,089.35 |
| | | TOTAL NET WAGES PAYROLL | <u>\$350,327.93</u> |
| | | PR VENDORS: TAXES, PERS, DUES, INSURANCE, ETC. | <u>\$352,214.36</u> |
| | | TOTAL CASH DISBURSEMENTS - PAYROLL | <u>\$702,542.29</u> |
| | | TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached) | <u>\$650,079.66</u> |
| | | GRAND TOTAL CASH DISBURSEMENTS | <u><u>\$1,352,621.95</u></u> |

APPROVED BY:



CHARLES L. ROUGH, TOWN MANAGER

APPROVED BY:



GINA S. WILL, FINANCE DIRECTOR/TOWN TREASURER

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 9/21/2011 - To Payment Date: 10/20/2011

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|------------------------------|------------|------------|-------------|----------------------------|------------------|--|-----------------------|----------------------|------------|
| AP - Wells Fargo AP Checking | | | | | | | | | |
| <u>Check</u> | | | | | | | | | |
| 54684 | 09/28/2011 | Open | | | Accounts Payable | AIRGAS SAFETY, INC. | \$16.43 | | |
| 54685 | 09/28/2011 | Open | | | Accounts Payable | ARAMARK UNIFORM SERV. INC. | \$361.99 | | |
| 54686 | 09/28/2011 | Open | | | Accounts Payable | AT&T | \$958.13 | | |
| 54687 | 09/28/2011 | Open | | | Accounts Payable | Big O Tires | \$19.00 | | |
| 54688 | 09/28/2011 | Open | | | Accounts Payable | BILLINGTON, AL | \$319.50 | | |
| 54689 | 09/28/2011 | Open | | | Accounts Payable | BOOTH, LILLIAN | \$319.50 | | |
| 54690 | 09/28/2011 | Open | | | Accounts Payable | BUTTE/GLENN TRAINING OFFICERS ASSOCIATION | \$300.00 | | |
| 54691 | 09/28/2011 | Open | | | Accounts Payable | CERTIFION CORPORATION D.B.A. ENTERSECT | \$84.95 | | |
| 54692 | 09/28/2011 | Open | | | Accounts Payable | COMCAST CABLE | \$208.75 | | |
| 54693 | 09/28/2011 | Open | | | Accounts Payable | COMCAST CABLE | \$79.90 | | |
| 54694 | 09/28/2011 | Open | | | Accounts Payable | COMPLETE HOME REPAIR | \$6,801.94 | | |
| 54695 | 09/28/2011 | Reconciled | | 09/30/2011 | Accounts Payable | COMPLETE HOME REPAIR | \$2,153.01 | \$2,153.01 | \$0.00 |
| 54696 | 09/28/2011 | Open | | | Accounts Payable | DINEEN, CHRIS | \$88.22 | | |
| 54697 | 09/28/2011 | Open | | | Accounts Payable | Eiler, LCSW, Lori | \$100.00 | | |
| 54698 | 09/28/2011 | Reconciled | | 09/30/2011 | Accounts Payable | FEATHER RIVER HOSPITAL | \$873.00 | \$873.00 | \$0.00 |
| 54699 | 09/28/2011 | Reconciled | | 09/30/2011 | Accounts Payable | FLEET TRUCK SUPPLY INC | \$1,044.76 | \$1,044.76 | \$0.00 |
| 54700 | 09/28/2011 | Open | | | Accounts Payable | FRANK'S REFRIGERATION & HEATING INC. | \$323.92 | | |
| 54701 | 09/28/2011 | Open | | | Accounts Payable | HASCO INTERNATIONAL INC | \$250.35 | | |
| 54702 | 09/28/2011 | Open | | | Accounts Payable | HOUSEWORTH, JERILYN | \$266.25 | | |
| 54703 | 09/28/2011 | Open | | | Accounts Payable | I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP | \$1,507.33 | | |
| 54704 | 09/28/2011 | Open | | | Accounts Payable | INLAND BUSINESS MACHINES | \$535.44 | | |
| 54705 | 09/28/2011 | Reconciled | | 09/30/2011 | Accounts Payable | INTERSTATE SALES | \$84.46 | \$84.46 | \$0.00 |
| 54706 | 09/28/2011 | Open | | | Accounts Payable | JOURNYX, INC. | \$3,000.00 | | |
| 54707 | 09/28/2011 | Open | | | Accounts Payable | KEN'S HITCH & WELDING | \$35.14 | | |
| 54708 | 09/28/2011 | Open | | | Accounts Payable | KOEFRAN INDUSTRIES | \$250.00 | | |
| 54709 | 09/28/2011 | Reconciled | | 09/30/2011 | Accounts Payable | L.N. CURTIS & SONS | \$38.83 | \$38.83 | \$0.00 |
| 54710 | 09/28/2011 | Open | | | Accounts Payable | LEVOC | \$300.00 | | |
| 54711 | 09/28/2011 | Open | | | Accounts Payable | LIEBERT CASSIDY WHITMORE | \$4,454.00 | | |
| 54712 | 09/28/2011 | Open | | | Accounts Payable | LOCATE PLUS CORPORATION | \$25.00 | | |
| 54713 | 09/28/2011 | Open | | | Accounts Payable | LOWE, DARLENE | \$21.45 | | |
| 54714 | 09/28/2011 | Open | | | Accounts Payable | LUMOS AND ASSOCIATES, INC. | \$5,139.00 | | |
| 54715 | 09/28/2011 | Open | | | Accounts Payable | MAR-KEN INTERNATIONAL POLICE K-9 TRAINING CTR | \$1,200.00 | | |
| 54716 | 09/28/2011 | Reconciled | | 09/30/2011 | Accounts Payable | MCGEE, MEGHAN A. | \$335.50 | \$335.50 | \$0.00 |
| 54717 | 09/28/2011 | Open | | | Accounts Payable | MID VALLEY TITLE & ESCROW | \$40,000.00 | | |
| 54718 | 09/28/2011 | Open | | | Accounts Payable | MOSS LEVY & HARTZHEIM | \$750.00 | | |
| 54719 | 09/28/2011 | Open | | | Accounts Payable | MPC Fire Training | \$165.00 | | |
| 54720 | 09/28/2011 | Open | | | Accounts Payable | MUNICIPAL CODE CORP | \$20.94 | | |
| 54721 | 09/28/2011 | Open | | | Accounts Payable | NEW WORLD SYSTEMS CORP. | \$300.00 | | |

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 9/21/2011 - To Payment Date: 10/20/2011

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|------------|-------------|----------------------------|------------------|--|-----------------------|----------------------|------------|
| 54722 | 09/28/2011 | Open | | | Accounts Payable | NORTH STATE RENDERING INC | \$50.00 | | |
| 54723 | 09/28/2011 | Reconciled | | 09/30/2011 | Accounts Payable | NORTHGATE PETROLEUM CO | \$9,146.80 | \$9,146.80 | \$0.00 |
| 54724 | 09/28/2011 | Open | | | Accounts Payable | O'REILLY AUTO PARTS | \$20.29 | | |
| 54725 | 09/28/2011 | Open | | | Accounts Payable | OFFICE DEPOT ACCT#36233169 | \$60.29 | | |
| 54726 | 09/28/2011 | Open | | | Accounts Payable | PARADISE IRRIGATION DIST | \$398.46 | | |
| 54727 | 09/28/2011 | Open | | | Accounts Payable | PARADISE POST/NORTH VALLEY COMMTY MEDIA | \$194.86 | | |
| 54728 | 09/28/2011 | Open | | | Accounts Payable | RIEBES AUTO PARTS | \$12.82 | | |
| 54729 | 09/28/2011 | Open | | | Accounts Payable | RJ HEUTON CONSTRUCTION, INC. | \$103,539.51 | | |
| 54730 | 09/28/2011 | Open | | | Accounts Payable | Sacramento Police Department | \$140.00 | | |
| 54731 | 09/28/2011 | Open | | | Accounts Payable | South West Water Company | \$4,490.00 | | |
| 54732 | 09/28/2011 | Reconciled | | 09/30/2011 | Accounts Payable | SUTTER BUTTES COMMUNICATIONS, INC. | \$720.00 | \$720.00 | \$0.00 |
| 54733 | 09/28/2011 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - ENG. DEPT. | \$23.14 | | |
| 54734 | 09/28/2011 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - FIRE DEPT. | \$46.91 | | |
| 54735 | 09/28/2011 | Reconciled | | 09/30/2011 | Accounts Payable | VALLEY TOXICOLOGY SERVICE | \$2,474.00 | \$2,474.00 | \$0.00 |
| 54736 | 09/28/2011 | Open | | | Accounts Payable | VERIZON WIRELESS | \$494.13 | | |
| 54737 | 09/28/2011 | Open | | | Accounts Payable | VERIZON WIRELESS | \$886.35 | | |
| 54738 | 09/28/2011 | Open | | | Accounts Payable | VERIZON WIRELESS | \$335.92 | | |
| 54739 | 09/28/2011 | Open | | | Accounts Payable | VERIZON WIRELESS | \$279.77 | | |
| 54740 | 09/28/2011 | Open | | | Accounts Payable | VERIZON WIRELESS | \$38.03 | | |
| 54741 | 09/28/2011 | Open | | | Accounts Payable | WELLS, MARK | \$20.00 | | |
| 54742 | 09/28/2011 | Open | | | Accounts Payable | Welton, Marian | \$213.00 | | |
| 54743 | 09/28/2011 | Open | | | Accounts Payable | WRIGHT, ROBERT | \$726.00 | | |
| 54744 | 09/28/2011 | Open | | | Accounts Payable | DAVIS TRIMMING AND REMOVALS | \$68.84 | | |
| 54745 | 09/28/2011 | Open | | | Accounts Payable | JOHN REGH INLAND LEASING | \$426.86 | | |
| 54746 | 09/28/2011 | Open | | | Accounts Payable | ARAMARK UNIFORM SERV. INC. | \$56.35 | | |
| 54747 | 09/28/2011 | Open | | | Accounts Payable | BUTTE CO SHERIFF'S OFFICE | \$3,207.61 | | |
| 54748 | 09/28/2011 | Open | | | Accounts Payable | BUTTE COUNTY PUBLIC HEALTH DEPARTMENT - CHICO | \$200.00 | | |
| 54749 | 09/28/2011 | Open | | | Accounts Payable | CALIFORNIA STATE DEPARTMENT OF JUSTICE | \$1,483.00 | | |
| 54750 | 09/28/2011 | Open | | | Accounts Payable | COMCAST CABLE | \$115.26 | | |
| 54751 | 09/28/2011 | Open | | | Accounts Payable | DAPPER TIRE COMPANY INC. | \$493.74 | | |
| 54752 | 09/28/2011 | Open | | | Accounts Payable | DON'S SAW & MOWER | \$22.52 | | |
| 54753 | 09/28/2011 | Open | | | Accounts Payable | INLAND BUSINESS MACHINES | \$611.88 | | |
| 54754 | 09/28/2011 | Open | | | Accounts Payable | JAMES RIOTTO & ASSOCIATES | \$185.00 | | |
| 54755 | 09/28/2011 | Open | | | Accounts Payable | JOBS AVAILABLE | \$567.00 | | |
| 54756 | 09/28/2011 | Open | | | Accounts Payable | LAB SAFETY SUPPLY, INC | \$57.17 | | |
| 54757 | 09/28/2011 | Open | | | Accounts Payable | O'REILLY AUTO PARTS | \$9.74 | | |
| 54758 | 09/28/2011 | Open | | | Accounts Payable | OFFICE DEPOT ACCT#36233169 | \$178.16 | | |
| 54759 | 09/28/2011 | Open | | | Accounts Payable | PACIFIC GAS & ELECTRIC | \$316.15 | | |
| 54760 | 09/28/2011 | Open | | | Accounts Payable | PARADISE IRRIGATION DIST | \$10.80 | | |

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 9/21/2011 - To Payment Date: 10/20/2011

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|----------------|---------------------------|----------------------------|--------------------|---|-----------------------|----------------------|------------|
| 54761 | 09/28/2011 | Open | | | Accounts Payable | PICKERING, ROBERT | \$178.50 | | |
| 54762 | 09/28/2011 | Open | | | Accounts Payable | PROCOMM MARKETING, INC. | \$669.75 | | |
| 54763 | 09/28/2011 | Open | | | Accounts Payable | REPUBLIC ITS, INC. | \$4,142.32 | | |
| 54764 | 09/28/2011 | Open | | | Accounts Payable | ROGER NICHOLS INVESTIGATIONS | \$919.64 | | |
| 54765 | 09/28/2011 | Open | | | Accounts Payable | SHERWIN-WILLIAMS - CHICO | \$8.42 | | |
| 54766 | 09/28/2011 | Open | | | Accounts Payable | STRADLING YOCCA CARLSON & RAUTH | \$5,000.00 | | |
| 54767 | 09/28/2011 | Open | | | Accounts Payable | SWEENEY, BRYCE | \$23.00 | | |
| 54768 | 09/28/2011 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - ENG. DEPT. | \$438.19 | | |
| 54769 | 09/28/2011 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - MOTORPOOL | \$30.88 | | |
| 54770 | 09/28/2011 | Reconciled | | 09/30/2011 | Accounts Payable | VILLAGE PRINTER, INC. | \$356.07 | \$356.07 | \$0.00 |
| 54771 | 09/28/2011 | Open | | | Accounts Payable | WITTMER AUTO CENTER | \$95.42 | | |
| 54772 | 10/01/2011 | Open | | | Accounts Payable | DHABOLT, OTIS | \$150.67 | | |
| 54773 | 10/01/2011 | Open | | | Accounts Payable | HAUNSCHILD, MARK | \$310.21 | | |
| 54774 | 10/01/2011 | Open | | | Accounts Payable | HEGENBART, PAUL | \$540.80 | | |
| 54775 | 10/01/2011 | Open | | | Accounts Payable | HONEYWELL, JANICE, J. | \$955.41 | | |
| 54776 | 10/01/2011 | Open | | | Accounts Payable | ICMA RETIREMENT #107773 | \$287.17 | | |
| 54777 | 10/01/2011 | Open | | | Accounts Payable | JEFFORDS, ROBERT, D. | \$478.07 | | |
| 54778 | 10/01/2011 | Open | | | Accounts Payable | L & L SURVEYING | \$985.00 | | |
| 54779 | 10/01/2011 | Open | | | Accounts Payable | MOBILITIE INVESTMENTS II, LLC | \$100.00 | | |
| 54780 | 10/01/2011 | Open | | | Accounts Payable | MOORE, DWIGHT, L. | \$12,650.00 | | |
| 54781 | 10/01/2011 | Open | | | Accounts Payable | REPUBLIC ITS, INC. | \$274.95 | | |
| 54782 | 10/01/2011 | Open | | | Accounts Payable | SWEENEY, JOHN & GEORGENIA | \$1,039.47 | | |
| 54783 | 10/01/2011 | Open | | | Accounts Payable | WHALEN, SUZANNE | \$81.79 | | |
| 54784 | 09/29/2011 | Voided/Spoiled | Incorrect Check Number | 10/01/2011 | Converted/Imported | | \$0.00 | \$0.00 | \$0.00 |
| 54785 | 10/06/2011 | Open | | | Accounts Payable | ACCESS INFORMATION MANAGEMENT | \$73.36 | | |
| 54786 | 10/06/2011 | Open | | | Accounts Payable | AMERIGAS | \$1,509.45 | | |
| 54787 | 10/06/2011 | Open | | | Accounts Payable | ANDERSON, KATE | \$30.14 | | |
| 54788 | 10/06/2011 | Open | | | Accounts Payable | ARAMARK UNIFORM SERV. INC. | \$184.21 | | |
| 54789 | 10/06/2011 | Open | | | Accounts Payable | ATB SERVICES, LLC | \$77.00 | | |
| 54790 | 10/06/2011 | Open | | | Accounts Payable | Big O Tires | \$330.00 | | |
| 54791 | 10/06/2011 | Open | | | Accounts Payable | BUTOLPH, TIMOTHY | \$54.00 | | |
| 54792 | 10/06/2011 | Open | | | Accounts Payable | BUTTE CO AIR QUALITY MANAGEMENT DISTRICT | \$159.75 | | |
| 54793 | 10/06/2011 | Open | | | Accounts Payable | BUTTE CO TREASURER | \$746.32 | | |
| 54794 | 10/06/2011 | Open | | | Accounts Payable | BUTTE COLLEGE, PUBLIC SERVICE CENTER | \$274.50 | | |
| 54795 | 10/06/2011 | Open | | | Accounts Payable | BUTTE COUNTY CREDIT BUREAU | \$14.00 | | |
| 54796 | 10/06/2011 | Open | | | Accounts Payable | BUTTE COUNTY DEPARTMENT OF DEVELOPMENT SERVS | \$2,282.54 | | |
| 54797 | 10/06/2011 | Open | | | Accounts Payable | CALIFORNIA STATE UNIVERSITY CHICO | \$3,385.56 | | |

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|--|-----------------------|----------------------|------------|
| 54798 | 10/06/2011 | Open | | | Accounts Payable | CDW-GOVT | \$12,177.46 | | |
| 54799 | 10/06/2011 | Open | | | Accounts Payable | CITY OF CHICO | \$2,540.03 | | |
| 54800 | 10/06/2011 | Open | | | Accounts Payable | CITY OF OROVILLE | \$3,658.37 | | |
| 54801 | 10/06/2011 | Open | | | Accounts Payable | CLEMENT COMMUNICATION INC. | \$230.55 | | |
| 54802 | 10/06/2011 | Open | | | Accounts Payable | COMPLETE HOME REPAIR | \$3,646.82 | | |
| 54803 | 10/06/2011 | Open | | | Accounts Payable | COMPLETE HOME REPAIR | \$1,657.69 | | |
| 54804 | 10/06/2011 | Open | | | Accounts Payable | COMPLETE HOME REPAIR | \$2,633.07 | | |
| 54805 | 10/06/2011 | Open | | | Accounts Payable | DAPPER TIRE COMPANY INC. | \$1,494.16 | | |
| 54806 | 10/06/2011 | Open | | | Accounts Payable | DAY WIRELESS SYSTEMS - MILWAUKIE, OR | \$220.00 | | |
| 54807 | 10/06/2011 | Open | | | Accounts Payable | DEUTSCHE BANK NATIONAL TRUST COMPANY | \$59,752.50 | | |
| 54808 | 10/06/2011 | Open | | | Accounts Payable | EVERGREEN JANITORIAL SUPPLY, INC. | \$68.06 | | |
| 54809 | 10/06/2011 | Open | | | Accounts Payable | GENESIS SOCIETY | \$500.00 | | |
| 54810 | 10/06/2011 | Open | | | Accounts Payable | GREAT AMERICA LEASING CORP. | \$140.99 | | |
| 54811 | 10/06/2011 | Open | | | Accounts Payable | GRIDLEY, CITY OF | \$3,609.30 | | |
| 54812 | 10/06/2011 | Open | | | Accounts Payable | HELENA SPECIALTY PRODUCTS | \$719.36 | | |
| 54813 | 10/06/2011 | Open | | | Accounts Payable | HELENA SPECIALTY PRODUCTS | \$575.64 | | |
| 54814 | 10/06/2011 | Open | | | Accounts Payable | HI-TECH EMERGENCY VEHICLE SERV. INC. | \$864.95 | | |
| 54815 | 10/06/2011 | Open | | | Accounts Payable | HOLLSTROM, SHANE | \$94.36 | | |
| 54816 | 10/06/2011 | Open | | | Accounts Payable | HUNTERS PEST CONTROL | \$55.00 | | |
| 54817 | 10/06/2011 | Open | | | Accounts Payable | ID WHOLESALER | \$101.45 | | |
| 54818 | 10/06/2011 | Open | | | Accounts Payable | INLAND BUSINESS MACHINES | \$703.62 | | |
| 54819 | 10/06/2011 | Open | | | Accounts Payable | JAMES RIOTTO & ASSOCIATES | \$210.00 | | |
| 54820 | 10/06/2011 | Open | | | Accounts Payable | KEN'S HITCH & WELDING | \$37.13 | | |
| 54821 | 10/06/2011 | Open | | | Accounts Payable | KNIFE RIVER CONSTRUCTION | \$634.06 | | |
| 54822 | 10/06/2011 | Open | | | Accounts Payable | KUSTOM SIGNALS , INC. | \$218.40 | | |
| 54823 | 10/06/2011 | Open | | | Accounts Payable | L.N. CURTIS & SONS | \$102.91 | | |
| 54824 | 10/06/2011 | Open | | | Accounts Payable | LIEBERT CASSIDY WHITMORE | \$6,020.00 | | |
| 54825 | 10/06/2011 | Open | | | Accounts Payable | LIFE ASSIST INC | \$504.12 | | |
| 54826 | 10/06/2011 | Open | | | Accounts Payable | Mount, A.J. | \$84.76 | | |
| 54827 | 10/06/2011 | Open | | | Accounts Payable | MTL CONTRACTING | \$1,600.00 | | |
| 54828 | 10/06/2011 | Open | | | Accounts Payable | NEW WORLD SYSTEMS CORP. | \$34,344.00 | | |
| 54829 | 10/06/2011 | Open | | | Accounts Payable | O'REILLY AUTO PARTS | \$91.60 | | |
| 54830 | 10/06/2011 | Open | | | Accounts Payable | OFFICE DEPOT ACCT#36233169 | \$9.21 | | |
| 54831 | 10/06/2011 | Open | | | Accounts Payable | PACIFIC GAS & ELECTRIC | \$83.62 | | |
| 54832 | 10/06/2011 | Open | | | Accounts Payable | PARADISE IRRIGATION DIST | \$734.66 | | |
| 54833 | 10/06/2011 | Open | | | Accounts Payable | PARADISE POST/NORTH VALLEY COMMTY MEDIA | \$67.00 | | |
| 54834 | 10/06/2011 | Open | | | Accounts Payable | PEERLESS BUILDING MAINT | \$887.65 | | |
| 54835 | 10/06/2011 | Open | | | Accounts Payable | PETTY CASH CUSTODIAN, WENDY BROWN | \$69.19 | | |
| 54836 | 10/06/2011 | Open | | | Accounts Payable | RELIANCE PROPANE | \$7.70 | | |

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|--|-----------------------|----------------------|------------|
| 54837 | 10/06/2011 | Open | | | Accounts Payable | RIEBES AUTO PARTS | \$394.03 | | |
| 54838 | 10/06/2011 | Open | | | Accounts Payable | SHERWIN-WILLIAMS - CHICO | \$209.97 | | |
| 54839 | 10/06/2011 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - ENG. DEPT. | \$87.20 | | |
| 54840 | 10/06/2011 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - FIRE DEPT. | \$209.53 | | |
| 54841 | 10/06/2011 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - MOTORPOOL | \$41.29 | | |
| 54842 | 10/06/2011 | Open | | | Accounts Payable | THOMAS HYDRAULIC & HARDWARE SUPPLY, INC. | \$70.07 | | |
| 54843 | 10/06/2011 | Open | | | Accounts Payable | TUCKER PEST CONTROL | \$126.00 | | |
| 54844 | 10/06/2011 | Open | | | Accounts Payable | US BANCORP OFFICE EQUIP FINANCE SERVICES | \$526.49 | | |
| 54845 | 10/06/2011 | Open | | | Accounts Payable | VERIZON WIRELESS | \$204.63 | | |
| 54846 | 10/06/2011 | Open | | | Accounts Payable | VILLAGE PRINTER, INC. | \$583.37 | | |
| 54847 | 10/06/2011 | Open | | | Accounts Payable | VOICE PRINT INTERNATIONAL, INC. | \$351.75 | | |
| 54848 | 10/06/2011 | Open | | | Accounts Payable | WITTMIEIER AUTO CENTER | \$33.08 | | |
| 54849 | 10/06/2011 | Open | | | Accounts Payable | YORK INSURANCE SERVICES GROUP, INC. - CA | \$330.00 | | |
| 54850 | 10/13/2011 | Open | | | Accounts Payable | ARAMARK UNIFORM SERV. INC. | \$56.35 | | |
| 54851 | 10/13/2011 | Open | | | Accounts Payable | AT&T | \$103.62 | | |
| 54852 | 10/13/2011 | Open | | | Accounts Payable | AT&T CALNET 2-REPEATER LINES | \$198.39 | | |
| 54853 | 10/13/2011 | Open | | | Accounts Payable | AT&T-COMMUNITY PARK | \$15.22 | | |
| 54854 | 10/13/2011 | Open | | | Accounts Payable | AT&T/CAL NET 2 | \$4,382.08 | | |
| 54855 | 10/13/2011 | Open | | | Accounts Payable | BASIC LABORATORY | \$821.40 | | |
| 54856 | 10/13/2011 | Open | | | Accounts Payable | BOYS AND GIRLS CLUB | \$89.37 | | |
| 54857 | 10/13/2011 | Open | | | Accounts Payable | BUTTE COLLEGE, PUBLIC SERVICE CENTER | \$150.00 | | |
| 54858 | 10/13/2011 | Open | | | Accounts Payable | BUTTE REGIONAL TRANSIT | \$205,467.25 | | |
| 54859 | 10/13/2011 | Open | | | Accounts Payable | C & E TRANSCRIPTION | \$763.74 | | |
| 54860 | 10/13/2011 | Open | | | Accounts Payable | CALIFORNIA BUILDING STANDARDS COMMISSION | \$86.00 | | |
| 54861 | 10/13/2011 | Open | | | Accounts Payable | CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION | \$150.00 | | |
| 54862 | 10/13/2011 | Open | | | Accounts Payable | CALIFORNIA STATE DEPARTMENT OF CONSERVATION | \$150.12 | | |
| 54863 | 10/13/2011 | Open | | | Accounts Payable | CATALYST WOMEN'S ADV. INC. | \$1,842.00 | | |
| 54864 | 10/13/2011 | Open | | | Accounts Payable | CERTIFION CORPORATION D.B.A. ENTERSECT | \$84.95 | | |
| 54865 | 10/13/2011 | Open | | | Accounts Payable | CLARK ROAD ANIMAL HOSPITAL | \$74.37 | | |
| 54866 | 10/13/2011 | Open | | | Accounts Payable | COMMUNITY HOUSING & CREDIT COUNSELING | \$1,101.25 | | |
| 54867 | 10/13/2011 | Open | | | Accounts Payable | COMPLETE HOME REPAIR | \$4,081.93 | | |
| 54868 | 10/13/2011 | Open | | | Accounts Payable | COMPLETE HOME REPAIR | \$1,958.49 | | |
| 54869 | 10/13/2011 | Open | | | Accounts Payable | COMPLETE HOME REPAIR | \$5,107.85 | | |

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference | |
|-------------------------------------|------------|------------|-------------|----------------------------|------------------|--|-----------------------|----------------------|-------------|--------|
| 54870 | 10/13/2011 | Open | | | Accounts Payable | CSU, CHICO RESEARCH FOUNDATION | \$150.00 | | | |
| 54871 | 10/13/2011 | Open | | | Accounts Payable | DON'S SAW & MOWER | \$56.62 | | | |
| 54872 | 10/13/2011 | Open | | | Accounts Payable | DOUG DANZ | \$48.22 | | | |
| 54873 | 10/13/2011 | Open | | | Accounts Payable | ENNIS TRAFIC SAFETY SOLUTIONS | \$13,068.68 | | | |
| 54874 | 10/13/2011 | Open | | | Accounts Payable | FULLER'S HOUSE OF COLOR | \$40.73 | | | |
| 54875 | 10/13/2011 | Open | | | Accounts Payable | GRAPHIC IMPRESSIONS | \$42.90 | | | |
| 54876 | 10/13/2011 | Open | | | Accounts Payable | I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP | \$4,412.33 | | | |
| 54877 | 10/13/2011 | Open | | | Accounts Payable | KETEL, GREG | \$335.50 | | | |
| 54878 | 10/13/2011 | Open | | | Accounts Payable | KOEFRAN INDUSTRIES | \$250.00 | | | |
| 54879 | 10/13/2011 | Open | | | Accounts Payable | MID VALLEY TITLE & ESCROW | \$110.00 | | | |
| 54880 | 10/13/2011 | Open | | | Accounts Payable | MONTEREY PENINSULA COLLEGE | \$89.00 | | | |
| 54881 | 10/13/2011 | Open | | | Accounts Payable | NEWMAN TRAFFIC SIGNS | \$439.04 | | | |
| 54882 | 10/13/2011 | Open | | | Accounts Payable | O'Hern, Casey | \$183.00 | | | |
| 54883 | 10/13/2011 | Open | | | Accounts Payable | O'REILLY AUTO PARTS | \$301.54 | | | |
| 54884 | 10/13/2011 | Open | | | Accounts Payable | OFFICE DEPOT ACCT#36233169 | \$459.15 | | | |
| 54885 | 10/13/2011 | Open | | | Accounts Payable | PACIFIC GAS & ELECTRIC | \$8,866.75 | | | |
| 54886 | 10/13/2011 | Open | | | Accounts Payable | PARADISE RECREATION & PARK DISTRICT | \$950.00 | | | |
| 54887 | 10/13/2011 | Open | | | Accounts Payable | PARADISE STRIVE CENTER | \$405.00 | | | |
| 54888 | 10/13/2011 | Open | | | Accounts Payable | PEG TAYLOR CENTER | \$1,831.20 | | | |
| 54889 | 10/13/2011 | Open | | | Accounts Payable | RE CONSTRUCTION | \$202.72 | | | |
| 54890 | 10/13/2011 | Open | | | Accounts Payable | REPUBLIC ITS, INC. | \$380.00 | | | |
| 54891 | 10/13/2011 | Open | | | Accounts Payable | SINCLAIR'S AUTOMOTIVE & TOWING | \$150.00 | | | |
| 54892 | 10/13/2011 | Open | | | Accounts Payable | Smith, Jake | \$183.00 | | | |
| 54893 | 10/13/2011 | Open | | | Accounts Payable | THOMAS ACE HARDWARE - POLICE DEPT. | \$85.22 | | | |
| 54894 | 10/13/2011 | Open | | | Accounts Payable | URS CORPORATION | \$297.87 | | | |
| 54895 | 10/13/2011 | Open | | | Accounts Payable | VERIZON WIRELESS | \$295.12 | | | |
| 54896 | 10/13/2011 | Open | | | Accounts Payable | YOUTH FOR CHANGE | \$1,411.28 | | | |
| Type Check Totals: | | | | | | | 213 Transactions | \$649,934.66 | \$17,226.43 | \$0.00 |
| <u>EFT</u> | | | | | | | | | | |
| 27 | 09/23/2011 | Reconciled | | 09/30/2011 | Accounts Payable | STATE BOARD OF EQUALIZATION | \$145.00 | \$145.00 | \$0.00 | |
| Type EFT Totals: | | | | | | | 1 Transactions | \$145.00 | \$145.00 | \$0.00 |
| AP - Wells Fargo AP Checking Totals | | | | | | | | | | |

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|------------|-------|--------------------|-------------------|
| | Open | 202 | \$632,708.23 | |
| | Reconciled | 10 | \$17,226.43 | \$17,226.43 |
| | Voided | 1 | \$0.00 | |
| | Total | 213 | \$649,934.66 | \$17,226.43 |
| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
| | Reconciled | 1 | \$145.00 | \$145.00 |

CASH DISBURSEMENTS REPORT

From Payment Date: 9/21/2011 - To Payment Date: 10/20/2011

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|----------------------|------|--------|-------------|----------------------------|--------------|------------|---------------------------|--------------------------|------------|
| | | | | Total | 1 | | \$145.00 | \$145.00 | |
| All | | | | Status | Count | | Transaction Amount | Reconciled Amount | |
| | | | | Open | 202 | | \$632,708.23 | | |
| | | | | Reconciled | 11 | | \$17,371.43 | \$17,371.43 | |
| | | | | Voided | 1 | | \$0.00 | | |
| | | | | Total | 214 | | \$650,079.66 | \$17,371.43 | |
| Grand Totals: | | | | | | | | | |
| Checks | | | | Status | Count | | Transaction Amount | Reconciled Amount | |
| | | | | Open | 202 | | \$632,708.23 | | |
| | | | | Reconciled | 10 | | \$17,226.43 | \$17,226.43 | |
| | | | | Voided | 1 | | \$0.00 | | |
| | | | | Total | 213 | | \$649,934.66 | \$17,226.43 | |
| EFTs | | | | Status | Count | | Transaction Amount | Reconciled Amount | |
| | | | | Reconciled | 1 | | \$145.00 | \$145.00 | |
| | | | | Total | 1 | | \$145.00 | \$145.00 | |
| All | | | | Status | Count | | Transaction Amount | Reconciled Amount | |
| | | | | Open | 202 | | \$632,708.23 | | |
| | | | | Reconciled | 11 | | \$17,371.43 | \$17,371.43 | |
| | | | | Void | 1 | | \$0.00 | | |
| | | | | Total | 214 | | \$650,079.66 | \$17,371.43 | |

Town of Paradise
Council Agenda Summary
November 1, 2011

Agenda No.: 3c

ORIGINATED BY: Lauren Gill, Assistant Town Manager/Director of Business and Housing Services

REVIEWED BY: Charles L. Rough, Jr., Town Manager

SUBJECT: Amend Resolution 09-68 of the Town Council of the Town of Paradise Authorizing the Submittal of an Amended Application for Funding Under the State of California Energy Efficiency and Conservation Block Grant Program (EECBG)

COUNCIL ACTION REQUESTED:

1. Amend Resolution No. 09 - 68, a Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager to Submit an Amended Application to the California Energy Commission for Funding Under the Energy Efficiency and Conservation Block Grant Program - Small City and County Grant Program; or,
2. Decline to submit the amended application and provide alternate direction to staff.

BACKGROUND:

The Energy Efficiency and Conservation Block Grant Program (EECBG) was created by the Energy Independence and Security Act of 2007. The American Recovery and Reinvestment Act of 2009 (ARRA) is the source of funds for the EECBG program. The California Energy Commission administers the program. It is a block grant program that is designed to provide eligible small cities and counties within the State of California grant funding to install eligible cost effective energy retrofits within their jurisdiction.

The Energy Commission has determined that the Town of Paradise is eligible to receive a grant of **\$149,925** to implement on or more of the following eligible activities:

- All 28-watt T-8 fluorescent lamps replacing al T-12 fluorescent lamps

- All 28-watt T-8 fluorescent lamps replacing older 32-watt T-8 fluorescent lamps.
- LED or inductive lamps and controls for all exterior applications including street lighting, walk way lighting, parking lot and parking garage lighting.
- High efficiency HVAC system replacement LED conversion of all intersection and safety street lights.

In an effort to reduce the burden on local staff and stretch the program dollars as far as possible, the Private Industry Council of Butte County, in conjunction with their regional governing body, Nortec will be submitting the amended grant application on behalf of the Town of Paradise. This amendment addresses the addition of the conversion exterior lights at the Town Hall. Nortec has required this amended resolution as part of the grant application process.

Town staff has reviewed the application materials and compared the eligible activities with our most critical energy-related needs. Based on that analysis, staff is recommending the following items for inclusion under the EECBG program:

- LED Conversion - intersection safety lights
- T-12 Fluorescent Lamp Replacement at all Town facilities
- High efficiency HVAC system replacement
- LED Conversion-exterior lighting at Town Hall

Financial Impact:

EECBG projects are funded under federal economic stimulus legislation. If funded, the conversions would be funded by the grant. Staff time will be needed to coordinate the projects; however, the principal reason for collaborating with Nortec is to reduce our time spent on the project, as administrative costs are capped at an artificially low amount.

If funded, the conversion will reduce the town's on-going utility cost. In addition, it will prevent the Town from paying for these replacements out of the General Fund.

RESOLUTION NO.: _____

AMEND RESOLUTION 09-68 OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AUTHORIZING THE SUBMITALL OF A REVISED APPLICATION TO THE CALIFORNIA ENERGY COMMISSION ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM.

WHEREAS, the Town of Paradise recognizes that it is in the interest of the regional, state, and national economy to stimulate the economy; create and retain jobs; reduce fossil fuel emissions; and reduce total energy usage and improve energy efficiency with our jurisdiction; and,

WHEREAS, Energy Efficiency and Conservation Block Grant (EECBG) funds are available through the California Energy Commission's EECBG program for grants to eligible local governments for cost-effective energy efficiency projects; and ,

WHEREAS, the EECBG Program allows for public agencies and non-profit entities to apply for EECBG funds on behalf of eligible local governments; and,

WHEREAS, the Town of Paradise is eligible for EECBG funding under the California Energy Commission's EECBG Program; and,

WHEREAS, the Town of Paradise is proposing to collaborate with Nortec to implement the energy efficiency projects described in Exhibit A for the purpose of qualifying for EECBG funds from the California Energy Commission; and,

WHEREAS, the Town of Paradise has considered the application of the California Environmental Quality Act (CEQA) to the approval of the energy efficiency projects described in Exhibit A; and,

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

Section 1: That in compliance with the CEQA, the Town Council of the Town of Paradise finds that the approval of the energy efficiency projects described in Exhibit A is a project under CEQA that is exempt under Section 15301 of the state CEQA guidelines as maintenance to existing facility or a minor alteration to an existing facility.

Section 2: That the Town Council of the Town of Paradise authorizes Nortec to submit an amended application on its behalf to the California Energy Commission for up to \$149,925 in EECBG funds for the energy efficiency projects described in amended Exhibit A.

Section 3: That if recommended for funding by the California Energy Commission, the Town of Paradise authorizes Nortec to accept a grant award on its behalf and to enter into all necessary contracts and agreements thereto, on its behalf to implement and carry out the projects described in amended Exhibit A.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on the 1st day of November, 2011.

AYES:

NOES:

ABSENT:

NOT VOTING:

Alan White, Mayor

ATTEST:

Joanna Gutierrez, Town Clerk

APPROVED AS TO LEGAL FORM:

Dwight L. Moore, Town Attorney

Exhibit A - Description of Proposed Projects

- LED Conversion - intersection safety lights
- T-12 Fluorescent Lamp Replacement at all Town facilities
- High efficiency HVAC system replacement
- LED Conversion-exterior lighting at Town Hall

TOWN OF PARADISE
Council Agenda Summary
November 1, 2011

AGENDA NO. 3(d)

ORIGINATED BY: Paul T. Derr, Assistant Public Works Director
Lauren Gill, Assistant Town Manager

REVIEWED BY: Charles L. Rough, Jr., Town Manager

SUBJECT: SIGNALIZED INTERSECTION SAFETY LIGHTING CONVERSION
REQUEST FOR PROPOSAL

COUNCIL ACTION REQUESTED:

1. Approve the request for proposals to replace the safety lighting at the signalized intersection with funding from Energy and Conservation Block Grant (EECBG); AND
2. Authorize Assistant Public Works Director to advertise this project for bids; OR
3. Reject the request for proposals to replace lighting and provide direction to staff.

BACKGROUND:

The Energy and Conservation Block Grant (EECBG) Program helps cities and counties implement projects and programs that will reduce total energy use and improve energy efficiency in the building and transportation sectors.

The existing signalized intersection safety lighting located at various locations throughout the Town currently uses 200W and 250W HPS. By switching over to 109W and 168W LED lighting, the Town will receive a 43-54% reduction in energy usage.

FINANCIAL IMPACT:

This project is funded with American Recovery and Reinvestment Act of 2009 (AARA) funds. It is a direct savings to the Town that would otherwise be spent from the Gas Tax Fund.

STAFF RECOMMENDATION:

Staff recommends that Town Council approve the request for proposal and authorize the Assistant Public Works Director to advertise the aforementioned project for bidding.

TOWN OF PARADISE
Council Agenda Summary
November 1, 2011

AGENDA NO. 3(e)

ORIGINATED BY: Paul T. Derr, Assistant Public Works Director
Lauren Gill, Assistant Town Manager

REVIEWED BY: Charles L. Rough, Jr., Town Manager

SUBJECT: LIGHTING CONVERSION REQUEST FOR PROPOSAL

COUNCIL ACTION REQUESTED:

1. Approve the request for proposals to convert T-12 fluorescent lighting fixtures with T-8 fluorescent lighting fixtures at Town Hall, Paradise Police Station and install exterior lighting upgrades at Town Hall with funding from Energy and Conservation Block Grant (EECBG); AND
2. Authorize Assistant Public Works Director to advertise this project for bids; OR
3. Reject the request for proposals to convert lighting and provide direction to staff.

BACKGROUND:

The Energy and Conservation Block Grant (EECBG) Program helps cities and counties implement projects and programs that will reduce total energy use and improve energy efficiency in the building and transportation sectors.

Some of the existing lighting located at the Paradise Police Station and Town Hall still uses T12 fluorescent lighting. By switching over to T-8 fluorescent lighting, the Town will receive a 43-45% reduction in energy usage.

FINANCIAL IMPACT:

This project is funded with American Recovery and Reinvestment Act of 2009 (AARA) funds. It is a direct savings to the Town that would otherwise have to be spent from the General Fund.

STAFF RECOMMENDATION:

Staff recommends that Town Council approve the request for proposal and authorize the Assistant Public Works Director to advertise the aforementioned project for bidding.

TOWN OF PARADISE
Council Agenda Summary
November 1, 2011

AGENDA NO. 3(f)

ORIGINATED BY: Paul T. Derr, Assistant Public Works Director
Lauren Gill, Assistant Town Manager

REVIEWED BY: Charles L. Rough, Jr., Town Manager

SUBJECT: HVAC REPLACEMENT REQUEST FOR PROPOSAL

COUNCIL ACTION REQUESTED:

1. Approve the request for proposals to replace 8 HVAC units at Paradise Police Station, Town Hall and Vehicle Maintenance facility with funding from Energy and Conservation Block Grant (EECBG); and
2. Authorize Assistant Public Works Director to advertise this project for bids; OR
3. Reject the request for proposals to replace HVAC units and provide direction to staff.

BACKGROUND:

The Energy and Conservation Block Grant (EECBG) Program helps cities and counties implement projects and programs that will reduce total energy use and improve energy efficiency in the building and transportation sectors.

The existing HVAC units located at the Paradise Police Station, Town Hall and Vehicle Maintenance facility are older units that will require replacement with more efficient and cost effective units. By replacing the existing units, the Town will realize a 45% reduction in energy usage.

The following are the units considered for replacement:

- Four 42,000 BTU HVAC units at Paradise Police Station
- One 30,000 BTU HVAC unit at Paradise Police Station
- Two 42,000 BTU HVAC units at Paradise Town Hall
- One 90,000 BTU HVAC unit at Paradise Vehicle Maintenance Facility

FINANCIAL IMPACT:

This project is funded with American Recovery and Reinvestment Act of 2009 (AARA) funds. It is a direct savings to the Town that would otherwise have to be spent from the General Fund.

STAFF RECOMMENDATION:

Staff recommends that Town Council approve the request for proposal and authorize the Assistant Public Works Director to advertise the aforementioned project for bidding.

**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: NOVEMBER 1, 2011**

AGENDA NO. 3(g)

ORIGINATED BY: Charles Rough, Town Manager

SUBJECT: RECOMMENDED APPROVAL OF ONE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH JIM BROSHEARS TO PROVIDE THE TOWN WITH CONTINUED EMERGENCY OPERATIONS CENTER (EOC) SUPPORT SERVICES

COUNCIL ACTION REQUESTED:

- 1. Approve a one-year professional services agreement with Jim Broshears to provide Emergency Operations Center (EOC) coordination, planning and training support services in the amount of \$ 1.00; or**
2. Decline to approve the contract at this time.

BACKGROUND:

Former Fire Chief Jim Broshears has served on a contract basis for the last seven years as the Town's Emergency Services Coordinator assisting the Town Manager as Director of Emergency Services in emergency response planning, training, and preparations for the Town.

His specific contracted duties and responsibilities include the following:

1. Provides NIMS/SIMS emergency training for non-public safety Town personnel and the Town's certified disaster service volunteers; and helps plan and conduct multi-agency training exercises
2. Keeps the Town's emergency response plans up-to-date, ensures that they are in compliance with federal and state requirements, and is a user-friendly reference for emergency center personnel during emergencies.
3. Provides the Director of Emergency Services with continuous assessments of the Town's emergency response needs, requirements and capabilities.

In addition to his regular contracted responsibilities, Jim has also played a critical role in the Town's Emergency Operations Center during actual emergencies, such as the 2008 windstorms and fires.

His recent work in getting Homeland Security monies through the County to pay for the Town's update of its emergency plan (which will be coming to the Council in the near future for your review and consideration) is just another example of his continuing commitment to the Town, and our community.

Agenda Summary Report

-2-

DISCUSSION:

His previous contractual compensation has been based on a \$ 30/hour rate and in the beginning a not-to-exceed \$ 5,000 for each annual contract that was later reduced to a not-to-exceed \$4,000. However, in actuality, the last time that Jim billed the Town for his services was FY 2008/09 in the amount of \$ 2,550.

Because of the Town's budget problems, he hasn't charged or billed us since, and yet, he has continued to fully perform his contracted responsibilities to the Town.

With Jim's concurrence, this proposed contract (and the services he will perform) essentially remains the same, except now it's a \$1.00 a year contract out of sensitivity to the Town's current financial situation.

Therefore, with our sincere gratitude to Jim, I enthusiastically recommend approval of this emergency coordinator professional services contract between the Town of Paradise and Jim Broshears.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of November 1, 2011, by and between the Town of Paradise (“Town”) and James Broshears (“Consultant”).

RECITALS

- A. Consultant is specially trained, experienced and competent to provide consulting services relating to Emergency Operations Center (EOC) coordination services as 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; and
- C. Town desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

Scope of Services. Consultant shall furnish to Town services relating to coordination of EOC services as described on Exhibit “A” which is attached hereto and incorporated herein by reference. Consultant shall provide the services at the time, place, and in the manner specified in Exhibit “A,” subject to the direction of the Town through its Town Manager (Director of Emergency Services) and other designated staff.

- 1. Time of Performance. The services of Consultant shall commence on execution of this Agreement and shall continue until October 31, 2012.
- 2. Compensation. Consultant’s compensation for all services under this Agreement shall be in accordance with the Schedule of Charges set forth in Exhibit “B”, which is attached hereto

and incorporated herein by reference. In no event shall Consultant's compensation exceed \$1.00 until October 31, 2012 without the prior approval of the Town Council. Payment by Town under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the Town at the time of payment.

3. Method of Payment. Consultant shall submit monthly billings to Town describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures.

4. 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.

5. Termination. This Agreement may be terminated by the Town immediately for cause or by either party without cause upon thirty (30) days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

6. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Town upon payment to Consultant for such work, and the Town shall have the sole right to use such materials in its discretion without further compensation to Consultant or to

any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to Town within three (3) days after written request.

- a. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that Town is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by Town. Town shall not be limited in any way in its use of the Documents and Data at any time.
- b. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise

known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name, seal or photographs relating to activities 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.

7. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where Town has reason to believe that such records or documents may be lost or

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

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

9. Interest of Consultant. Consultant (including principals, associates, and professional employees and subcontractors) covenants and represents that Consultant 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 Consultant's 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).)

10. 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. 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.

11. 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.

12. Licenses. Consultant represents and warrants to Town that Consultant 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 Consultant's sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the Town for its business.

13. Indemnity. Consultant agrees to defend, indemnify and hold harmless the Town, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from Consultant's act, omission or negligence or 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.

14. 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: Charles L. Rough, Jr.
Town of Paradise
5555 Skyway
Paradise, CA 95969

If to Consultant: James Broshears
7271 Pentz Road
Paradise, CA 95969

15. 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.

16. 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.

17. 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 other subcontractors shall work under this Agreement without the prior written authorization of the Town. If Town consents to such subcontract, Consultant shall be fully responsible to Town for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Town and a subcontractor of the Consultant nor shall it create any obligation on the part of the Town to pay or to see to the

payment of any monies due to any such subcontractor other than as otherwise required by law.

18. 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.

19. 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.

20. 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.

21. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other party 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.

22. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. The Town and Consultant shall meet to select a mediator by each striking the names of two different proposed mediators and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

23. 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.

24. 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.

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

26. Equal Opportunity Employment. Consultant represents that Consultant is an equal opportunity employer and Consultant shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

TOWN OF PARADISE

JAMES BROSHEARS

By: _____
Charles L. Rough, Jr.
Town Manager

By: _____
Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Dwight L. Moore
Town Attorney

By: _____
Joanna Gutierrez, Town Clerk

Attachments: Exhibit A– Scope of Services
Exhibit B– Schedule of Charges

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services to Town under this Agreement:

1. Training of Town employees and volunteers as to the federal and State requirements for carrying out the Town's emergency services and programs.
2. Organizing Town, community-wide and multi-agency emergency training exercises.
3. Keeping the Town's emergency response plans in compliance with federal and State requirements.
4. Providing the Director of Emergency Services with continuous assessments of the Town's emergency response needs, requirements and capabilities.

EXHIBIT B

SCHEDULE OF CHARGES

The Consultant shall be paid the following compensation for the services under this Agreement:
\$1.00 per year.

Town of Paradise
Council Agenda Summary
November 1, 2011

Agenda No.: 3(h)

Originated By: Lauren Gill, Assistant Town Manager
Reviewed By: Charles L. Rough, Jr., Town Manager
Subject: Submittal of the 2011 CalHOME Application to the California State Department of Housing and Community Development

Council Action Requested:

Adopt Resolution No. 11-_____ “A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE RESCINDING RESOLUTION 11-29 AND AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM.”

Background:

On August 2, 2011 Council adopted Resolution 11-29 which authorized the submittal of a CalHome application in the amount of \$900,000. Since the maximum award for the NOFA is \$1,000,000.00, another resolution, with the increased award amount, is necessary.

A Notice of Funding Availability (NOFA) was issued by the Department of Housing and Community Development, CalHome Program. The funding is provided by the passage of Proposition 1C, Housing and Emergency Shelter Trust Fund Act of 2006, to provide funding to local public agencies or nonprofit corporations for first-time homebuyer mortgage assistance and owner-occupied rehabilitation programs.

The Town of Paradise was successfully awarded \$1,000,000 in 2000 and \$900,000 in 2008. Under the current NOFA, the maximum award is \$1,000,000.

Discussion and Analysis:

Maintaining a constant service level for housing programs is one of the challenges of using grant funds. To alleviate an interruption in cash flow, the Business and Housing Services Division would like to apply for \$1,000,000 in CalHome funds to supplement the existing housing programs.

Financial Impact:

The application submittal has no financial impact on the General Fund, and will add an additional \$1,000,000 in grant funding for the First-Time Homebuyer and Housing Rehabilitation programs. There is no match requirement associated with this grant; therefore, an award would also have no financial impact.

**TOWN OF PARADISE
RESOLUTION NO. 11-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
RESCINDING RESOLUTION 11-29 AND AUTHORIZING THE SUBMITTAL OF AN
APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM;
THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH
FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS
NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM.**

WHEREAS, the Town of Paradise (hereinafter referred to as “Town”), a State of California municipal corporation, wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, the California Department of Housing and Community Development (hereinafter referred to as “HCD”) has issued a Notice of Funding Availability (NOFA) for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the “statute”). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, the Town wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$1,000,000.00.

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

1. The Town shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on October 3, 2011, which will request a funding allocation for the Downpayment Assistance to First-Time Homebuyers and Owner-occupied Residential Rehabilitation to be located in Paradise, California:
2. If the application for funding is approved, the Town hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with regulations cited above and to execute any and all other instruments necessary or required by HCD for participation in the CalHome program.

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3. The Town authorizes the Town Manager or his designee(s), to execute in the name of the Town, the application, the Standard Agreement, and all other documents required by HCD for participation in the CalHome program, and any amendments thereto.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE THIS 1ST DAY OF NOVEMBER, 2011, BY THE FOLLOWING VOTE:

AYES: _____
NOES: _____
ABSENT: _____
NOT VOTING: _____

Alan White, Mayor

ATTEST:

Joanna Gutierrez, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

**TOWN OF PARADISE
COUNCIL AGENDA REPORT
NOVEMBER 1, 2011**

AGENDA NO. 3(i)

**ORIGINATED BY: Charles Rough, Town Manager
REVIEWED BY: Dwight L. Moore, Town Attorney**

**SUBJECT: RECOMMENDED APPROVAL OF THE TOWN MANAGER'S CURRENT
AMENDED EMPLOYMENT AGREEMENT TO DEFER HIS ACCRUED
BENEFITS PAY-OUT TO FISCAL YEAR 2012/13 AND TO TERMINATE
HIS CURRENT EMPLOYMENT AGREEMENT EFFECTIVE DECEMBER
30, 2011**

COUNCIL ACTION REQUESTED:

Approve Town Manager's current amended employment agreement to defer his accrued benefits pay-out upon retirement from the current Fiscal Year 2011/12 to Fiscal Year 2012/13, and terminate his current employment agreement effective December 30, 2011.

BACKGROUND:

Both the Town Manager's current amended employment agreement and his one-year part-time Town Manager employment agreement were proposed for the Town Council's review and consideration at their special October 20, 2011 meeting.

However, because the Town Manager's current amended employment agreement was not listed on the agenda face sheet as a separate action item, the Town Council could only take action on the proposed one-year, part-time Town Manager employment agreement, which the Council approved.

Therefore, the Town Manager's current amended employment agreement, which defers the Manager's estimated accrued pay-out of \$ 34,320.61 to next Fiscal Year 2012/13, and establishes a December 30, 2011 termination date to the current agreement, is re-submitted to the Town Council for appropriate action.

FISCAL IMPACT:

Represents part of the savings plan already identified for the current fiscal year in the Town Manager's October 20, 2011 staff report.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT, made and entered into this 20th day of October, 2011 by and between the TOWN OF PARADISE, a municipal corporation of the State of California, (**TOWN**) and Charles L. Rough, Jr., (**EMPLOYEE**).

WITNESSETH:

WHEREAS, the **TOWN** and **EMPLOYEE** desire to amend and restate the agreement entered into on July 2, 1996 in accordance with this amended and restated employment agreement; and

WHEREAS, the **TOWN** desires to continue to employ the services of Charles L. Rough, Jr. as Town Manager of the Town of Paradise; and

WHEREAS, it is the desire of the **TOWN** to provide certain benefits, establish certain conditions of employment, and to set working conditions of **EMPLOYEE**; and,

WHEREAS, it is the desire of the **TOWN** to:

Secure and retain the services of the **EMPLOYEE** and to provide inducement for him to remain in such employment;

Establish a basis for good working relationships, to avoid possible misunderstandings, and to provide special benefits to the **EMPLOYEE** in recognition of the unique nature of his position;

Make possible full work productivity by assuring **EMPLOYEE**'s morale and peace of mind with respect to future security;

Act as a deterrent against malfeasance or dishonesty for personal gain on the part of the **EMPLOYEE**; and

Provide a just means for terminating **EMPLOYEE**'s services at such time as he may be unable to fully discharge his duties due to illness or disability or when the **TOWN** may otherwise desire to terminate his employment; and

WHEREAS, Charles L. Rough, Jr. desires to continue to accept employment as the Town Manager of the Town of Paradise;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: DUTIES AND RESPONSIBILITIES

- A. The duties, responsibilities and authority of the **EMPLOYEE**, shall be those specified in Chapter 2.04 of the Paradise Municipal Code and such other legally permissible and proper duties and functions as the Town Council shall assign.
- B. The Town Council agrees to direct its concerns and communications to the administration through the Town Manager. The **EMPLOYEE** agrees to respond promptly to all inquiries from the Mayor and the Town Council. Individual inquiries of council members regarding question of fact, clarification of policies and requests for services shall be responded to promptly by **EMPLOYEE**.

SECTION 2: TERM OF AGREEMENT

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of **EMPLOYEE** at any time as an at will employee, subject only to the provisions set forth in Section 4, Paragraphs A and B of this Agreement.
- B. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the **EMPLOYEE** to resign at any time his position with the **TOWN**, subject only to the provisions set forth in Section 4, Paragraph C of this Agreement.
- C. **EMPLOYEE** agrees to remain in the exclusive employ of **TOWN** until December 30, 2011 "Termination Date" and to neither seek, accept, or to become employed by any other employer that would have a detrimental impact on his duties and responsibilities as Town Manager for the Town of Paradise until Termination Date, unless Termination Date is changed as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on **EMPLOYEE's** time off.
- D.
 - (1) It shall be the responsibility of the **EMPLOYEE** to notify the Council of the termination date of this Agreement. Notice of the Termination Date shall be given to the Council six (6) months prior to the Termination Date. Failure of **EMPLOYEE** to give such notice shall cause this Agreement to expire on its own terms;
 - (2) After receiving notice of the Termination Date under Section 2D(1), the Town Council may give **EMPLOYEE** notice of its intent to renew this Agreement. If the Council does not give such notice, this Agreement shall terminate by its own terms. The

Council shall notify **EMPLOYEE** of its intent to renew this Agreement ninety (90) days prior to the Termination Date of this Agreement;

SECTION 3: SUSPENSION

After providing the **EMPLOYEE** with a written notice stating the Council's intention to remove him, at least thirty (30) days before the effective date of his removal, the Town Council may suspend **EMPLOYEE** from duty, but his compensation shall continue until the effective date of his removal. Council may suspend **EMPLOYEE** in accordance with the provisions of the Paradise Municipal Code 2.04.240(C). **EMPLOYEE** may exercise his right for a public hearing in accordance with the Paradise Municipal Code 2.04.240(B) or California Government Code Section 54957.

SECTION 4: TERMINATION AND SEVERANCE PAY

- A. Should **TOWN** elect to exercise its right to terminate **EMPLOYEE** without cause, then **TOWN** shall give at least ninety (90) days advance, written notice to him. **TOWN** shall have the right to separate **EMPLOYEE** immediately from **TOWN** service, with the payment of cash severance pay in a lump sum equal to six (6) month's salary and pay for unused annual vacation leave, administrative leave, and sick leave in accordance with the Town Personnel System Rules, or in the **TOWN's** option, require **EMPLOYEE** to continue to perform services under this Agreement until the ninety (90) day period has elapsed.
- B. In the event **TOWN**, at any time during the term of this Agreement, reduces the salary or other financial benefits of **EMPLOYEE** in a greater percentage than an applicable across-the-board reduction for all employees of the **TOWN**; or if the Council refuses, following written notice requesting compliance with any other provision benefiting **EMPLOYEE** herein; or if **EMPLOYEE** resigns following suggestion, whether formal or informal, by the Mayor or Town Council that he resign, then the **EMPLOYEE** may, at his option, deem the Agreement to be involuntarily terminated at the date of such reduction or such refusal to comply with the meaning and context of this Agreement, and the severance pay provision under Paragraph A of this Section shall apply.
- C. In the event **EMPLOYEE** voluntarily resigns his position with the **TOWN** before expiration of the above term of employment, **EMPLOYEE** shall give the **TOWN** forty-five (45) days written notice in advance or such advance notice as may be otherwise mutually agreed upon. In case of such voluntary resignation, the **TOWN** shall have no obligation to pay the severance pay referred to in Paragraph A above.

SECTION 5: PERFORMANCE EVALUATION

- A. The Town Council shall review and evaluate the performance of the **EMPLOYEE** at least once annually. The review and evaluation shall be in accordance with the duties outlined in Section 1 and specific criteria developed jointly by the Town Council and **EMPLOYEE**. The criteria may be added to or deleted from as the Town Council may, from time to time, determine in consultation with the **EMPLOYEE**. Further, the Town Council shall provide an adequate opportunity for the **EMPLOYEE** to discuss his evaluation with the Town Council, and the results of such evaluations shall be reduced to writing and agreed to by both parties.
- B. Annually, the Town Council and the **EMPLOYEE** shall define such goals and performance objectives which they determine necessary for the proper operation of the **TOWN** and for the attainment of the Town Council's policy objectives. Such goals and objectives shall be reduced to writing, and a relative priority shall be established among the goals and objectives. They shall generally be attainable within the time limitations as specified, and the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this Section, the Town Council and the **EMPLOYEE** mutually agree to abide by the provisions of applicable law, ordinances, resolutions and current policies of the **TOWN**.

SECTION 6: PROFESSIONAL DEVELOPMENT

- A. The **TOWN** agrees to budget and pay for the professional dues and subscriptions of the **EMPLOYEE** necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional advancement and for the good of the **TOWN** at a cost not to exceed budget allocations approved by the Town Council.
- B. The **TOWN** agrees to budget and pay for the travel, subsistence and other expenses for professional, business and official travel, courses, seminars, conferences and occasions adequate to continue to professional development of the **EMPLOYEE** and to adequately pursue necessary official business and other functions for the good of the **TOWN**. These expenses shall not exceed budget allocations approved by the Town Council.

SECTION 7: HOURS OF WORK

- A. The minimum workweek of the **EMPLOYEE** shall be forty (40) hours, plus any additional work time reasonably required to discharge the duties and responsibilities of the Town Manager. Because the **EMPLOYEE** will devote a great deal of time outside normal office hours to the business of the **TOWN**, and because flexibility in hours worked and work schedule benefit both the **TOWN** and **EMPLOYEE**, the **EMPLOYEE** has some discretion as to his work schedule and hours worked.
- B. In further recognition of the fact that the **EMPLOYEE** must devote a great deal of time outside normal business hours to the business of the **TOWN**, he shall be entitled to administrative leave in accordance with the provisions of the Memorandums of Understanding applicable to Management Employees.

SECTION 8: SALARY AND OTHER BENEFITS

- A. Salary. The **TOWN** shall pay **EMPLOYEE** for his services rendered pursuant to this Agreement, an annual base salary at Step E of the Salary Schedule attached as Exhibit "A" payable in installments at the same time as other employees are paid. Effective July 1, 2011 **EMPLOYEE**'s annual base salary shall be at Step F.
- B. Vehicle/Cellular phone Allowance. The **TOWN** shall provide to **EMPLOYEE** vehicle/cellular phone allowance of \$200 per month for Fiscal Years 2009/10 and 2010/11. Commencing July 1, 2011, and through the duration of this Agreement, the **TOWN** shall provide to **EMPLOYEE** vehicle/cellular allowance of \$400 per month.
- C. Indemnification. The **TOWN** shall indemnify and defend **EMPLOYEE** in accordance with the provisions of California Government Code Sections 825 et seq. 995 et seq., and related statutes.
- D. Life Insurance. Town shall provide prepaid life insurance to **EMPLOYEE** in an amount of one hundred fifty thousand (\$150,000) dollars.
- E. Cost of Living/Other Benefits. All provisions of **TOWN** codes and regulations, and rules of the **TOWN** relating to cost of living increases, vacation, sick leave, retirement, deferred income contributions, holidays, disability, health and life insurance, and other fringe benefits and working conditions as they now exist, or hereafter may be amended, as well as the

resolution of the Town Council fixing rates of compensation and estimated fringe benefits for management employees of the **TOWN** shall apply to **EMPLOYEE**, except as herein provided.

- F. Annual Vacation. **EMPLOYEE's** total vacation accrual shall be limited to no more than twice the annual amount provided.
- G. Sick Leave. **EMPLOYEE's** Sick leave may be accumulated to a maximum of two thousand (2,000) hours. **EMPLOYEE** shall not earn beyond two thousand (2,000) hours.
- H. **TOWN** shall provide to **EMPLOYEE** management administrative leave compensation on an annual basis as identified in the Management Group MOU.
- I. Commencing September 28, 2010, **EMPLOYEE** shall pay 75% of the PERS employee share contribution until June 30, 2011. Effective July 1, 2011, **EMPLOYEE** shall pay 86% of the PERS employee share contribution.
- J. Upon his effective date of retirement, which is December 30, 2011, **EMPLOYEE** agrees to defer, until July 1, 2012, the pay-out of his accrued vacation and any other benefits by the **TOWN**, which the **TOWN** is ordinarily obligated to pay on employment separation from **TOWN**.

SECTION 9: GENERAL PROVISIONS

- A. This amended and restated Agreement shall become effective on October 20, 2011.
- B. The text herein shall constitute the entire Agreement between the parties.
- C. Nothing shall restrict the ability of the Council and **EMPLOYEE** to mutually, and in writing, amend or adjust the terms of this Agreement. **EMPLOYEE** reserves the right to discuss the terms or termination of this Agreement with the Town Council as a whole in either closed or open regular sessions, as state law allows and as the **EMPLOYEE** deems appropriate.
- D. **EMPLOYEE** shall maintain a residence within the **TOWN** during the term of his employment.
- E. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this

Agreement, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

- F. This Agreement is personal to the parties and shall not be assigned.
- G. This Agreement contains the sole and exclusive agreement of the parties and correctly states the rights, duties and obligations of the parties. Any oral or written representations or negotiations not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the Town of Paradise has caused this Agreement to be signed and executed on its behalf by its Mayor, and the Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

ALAN WHITE, Mayor

CHARLES L. ROUGH, JR., Town Manager

ATTEST:



JOANNA GUTIERREZ, Town Clerk

APPROVED AS TO FORM:

DWIGHT L. MOORE, Town Attorney

**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
Date: November 1, 2011**

Agenda No.: 3(j)

ORIGINATED BY: Charles L. Rough, Jr., Town Manager 
Gina S. Will, Finance Director/Town Treasurer 

SUBJECT: General Fund Budget Status Update

LEGAL REVIEW: __Yes __No __N/A

Dwight L. Moore, Town Attorney _____

RECOMMENDATION:

1. Approve the following general fund budget adjustments; or,
2. Refer the matter back to staff for further development and consideration.

BACKGROUND:

Town Council adopted the fiscal year 2011/12 operating and capital budget at the June 28, 2011 Town Council meeting. At each subsequent Council meeting following that meeting, Council has approved budget adjustments based on additional information known at that time. Each month staff will propose additional budget adjustments as additional information becomes available. The recommended changes and circumstances for the current proposed 2011/12 budget adjustments are described below.

| | General Fund 1010 Account | Amount | Description |
|----|--|------------|---|
| | Beginning Fund Balance | 1,477,375 | |
| | 2011/12 Budgeted Revenues | 9,441,153 | |
| | Recommended Adjustments | | |
| | Adjusted Revenues | 9,441,153 | |
| | Transfers in From Other Funds | 590,802 | |
| | Total Resources | 10,031,955 | |
| | 2011/12 Budgeted Expenditures | 10,420,833 | |
| | Recommended Adjustments | | |
| 1. | 5101-5122 | (10,624) | Concession savings from OE3 General Unit Employment Agreement |
| 2. | 5101-5122 | (19,103) | Concession savings from CMMA Unit Employment Agreement |
| | Adjusted Expenses | 10,391,106 | |
| | General Fund Net Income | (359,151) | |
| | Projected Ending Fund Balance 2011/12 | 1,118,224 | |

As of the finalization of this staff report, the Town is on the verge of reaching agreement with two more employee groups that will provide savings through salary and benefit concessions. Once those agreements are finalized, estimated savings will be reported. In addition, next month staff will have enough data to begin analyzing revenue trends for the 2011/12 fiscal year. Any material changes in revenue projections will be indicated on the next month's report.

To maintain appropriate reserves and protect the Town's fiscal solvency additional steps are being taken to reduce and eliminate this General Fund structural deficit of \$359,151 by the end of the 2011/12 fiscal year. Staff will continue to update Council monthly on the progress made in reducing this deficit.

FINANCIAL IMPACT:

These current adjustments decrease the General Fund deficit and increase the General Fund reserves by \$29,727.

**TOWN OF PARADISE
COUNCIL AGENDA REPORT
DATE: NOVEMBER 1, 2011**

AGENDA NO. 7(a)

ORIGINATED BY: Charles Rough, Town Manager

**SUBJECT: DESIGNATION OF TWO COUNCIL MEMBERS TO SERVE ON THE
INTERVIEW PANEL FOR THE PUBLIC WORKS DIRECTOR/TOWN
ENGINEER POSITION**

COUNCIL ACTION REQUESTED:

Designate two members of the Town Council to serve on the interview panel for the Public Works Director/Town Engineer position

BACKGROUND:

The Town Council is aware that the Town has been recruiting for a new Public Works Director/Town Engineer to replace Dennis Schmidt, who left after fourteen years of service when he was hired as Asst. General Services Director.

The Town received 14 total applications and resumes for the position by our deadline. There are 6 candidates that we have determined not only meet minimum qualifications for the position, but possess significant experience relevant to the types of engineering challenges and capital projects that the Town will be facing in the future.

The actual interview panel, which will include two members of our Town Council, and Asst. Town Manager/Development Services Director Lauren Gill, is still being formed.

We expect that this interview process will take a full day. A date and time for the actual interview panel has not been established yet, but will be arranged in a manner to best accommodate the schedules of the interview panel and the candidates.

TOWN OF PARADISE
Council Agenda Summary
Date: November 1, 2011

AGENDA NO. 7(b)

ORIGINATED BY: Charles L. Rough, Jr., Town Manager

SUBJECT: RECOMMENDED DATE AND TIME FOR THE TOWN OF PARADISE'S
5TH ANNUAL CHRISTMAS TREE LIGHTING/CANNED FOOD DRIVE
CEREMONY AT PARADISE COMMUNITY PARK

COUNCIL ACTION REQUESTED:

1. Approve Saturday, December 3, 2011 at 5:30pm as the date and time for the Town of Paradise's fifth annual Christmas Tree Lighting Ceremony/Food Drive at the Paradise Community Park
2. Not approve this event, due to the financial impact to the Town of Paradise.

BACKGROUND:

The Town Council will recall that for the last four years our Town has had very successful annual Christmas Tree Lighting Ceremonies at the Paradise Community Park. It has been held in early December for the last four years.

This year we are coordinating in conjunction with the Paradise Chamber of Commerce's 12 Days of Christmas Ridgefest and the Christmas Lighted Truck Parade Canned Food Drive. The Town would promote the canned food drive by advertising both print and Town radio, and having food donations bins placed at the park. The Christmas Lighted Truck Parade would drive past the park taking Pearson to Skyway, up Skyway, turning around at Holiday Market parking lot, then back down, returning to the Izzy's parking lot. Canned food drop off bins will be located at Izzy's, as well as other supermarkets and businesses around Town.

FINANCIAL IMPACT:

The cost will be \$850.00 for the sound system, print advertising and refreshments; however, anticipated donations are expected to defray this cost.