



Town of Paradise Town Council Meeting Amended Agenda 6:00 PM – May 14, 2019

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

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

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

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

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

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call

- 1e. p5 Proclamation - Recognize May 12-18 as National Police Week.
- 1f. Presentation – Welcome to Paradise Sign – Bret Matteis
- 1g. Updates from the Following:
 - Butte County Mosquito and Vector Control District - Matt Ball
 - Swimming Pools - Susan Hartman
 - Surveys - Susan Hartman/Marc Mattox
 - Introduction of Contract employees with 4Leaf - Marc Mattox
 - Trees - Jim Broshears
 - CAL OES/Debris Removal - Eric Lameuroux

2. CONSENT CALENDAR

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

- 2a. p6 Approve minutes from the following meetings: January 8, 2019 Regular meeting, January 23, 2019 Adjourned meeting; February 4, 2019 Special meeting, February 12, 2019 Regular meeting, February 22, 2019 Special meeting and March 12, 2019 Regular meeting.
- 2b. p38 Approve cash disbursements for April 2019 in the amount of \$937,901.86.
- 2c. p46 1. Authorize the Town Manager, Administrative Services Director and Town Attorney to negotiate a service extension with Ernst & Young LLP for Disaster Recovery Management Services; and, 2. Authorize the Town Manager to execute the appropriate documents.
- 2d. p69 Authorization to Extend Public Safety Recruitment Incentives as approved on December 13, 2016 until December 31, 2020.
- 2e. p72 Adopt Resolution No. 19-07, A Resolution of the Town Council of the Town of Paradise declaring two fire department vehicles and two public works pieces of equipment as surplus property and authorizing disposal thereof by the Town Manager.
- 2f. p74 Accept the various private citizen and business donations offered to the Town of Paradise during the month of April 2019 in the amount of \$107,101.06.
- 2g. p82 Review and file the 1st and 2nd Quarter Investment Report for the Fiscal Year Ending June 30, 2019.
- 2h. p91 Adopt Resolution No. 19-08, A Resolution of the Town Council of the Town of Paradise Adopting a List of Projects for Fiscal Year 2019-20 Funded by SB 1: The Road Repair and Accountability Act of 2017.

- 2i. p96 Members of the Planning Commission Interview Panel recommend the following: 1. Concurring with the recommendation of the interview panel: and, 2. Appointing applicant Shannon Costa to fill the existing vacancy on the Planning Commission (effective immediately with term to expire June 30, 2023.)

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

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

5. PUBLIC HEARINGS - None

6. COUNCIL CONSIDERATION

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

- 6a. p97 1. Revisit the 2017 Paradise Sewer Project Feasibility Report and Paradise Town Council action taken on July 11, 2017; and, 2. Consider formally selecting an alternative between a regional connection with the City of Chico and local treatment plant for the purposes of securing funding for preliminary engineering work (environmental review, project design and right of way). (ROLL CALL VOTE)
- 6b. p107 1. Consider an offer from Bill and Pam Hartley to buy 5456 Black Olive Dr. for \$15,000; or, 2. Authorizing the Town Manager to obtain an appraisal for 5456 Clack Olive Dr. and list the property for sale; or, 3 Giving staff alternate direction. (ROLL CALL VOTE)
- 6c. p110 Consider 1. Awarding Contract No. 16-08.CON, Skyway/Black Olive Signalization, to ST Rhoades Construction of Redding, CA in the amount of their total bid of \$683,816.00; and, 2. Authorizing the Town Manager to execute an agreement with ST Rhoades Construction relating to Contract No. 16-08.CON and to approve contingency expenditures not exceeding 10%. (ROLL CALL VOTE)
- 6d. p112 Consider providing staff with direction on desired changes to Urgency Ordinance No. 575 or Paradise Municipal Code Title 17 relating to the issuance of permits for accessory builds, prior to issuance of permits for the primary residence, to present at a future Council meeting.

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items
- 7a1. P114 Adopt Resolution No. 19-09, A Resolution of the Town Council of the Town of Paradise supporting the adoption of Assembly Bill No. 394 Relating to Exemptions from the California Environmental Quality Act; and 2. Adopt Resolution No. 19-10, A Resolution of the Town Council of the Town of Paradise supporting the Adoption of Assembly Bill No. 430 Relating to an Expedited Ministerial Process for Development Projects. (JONES)

7a2. P118 Consider authorizing Mayor Jones to sign and submit a formal letter of opposition relating to Senate Bill 152 which proposes significant changes to the Active Transportation Program. (JONES)

7b. Council reports on committee representation

7c. Future Agenda Items

8. STAFF COMMUNICATION

8a. Town Manager Report

9. CLOSED SESSION - NONE

10. ADJOURNMENT

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

TOWN/ASSISTANT TOWN CLERK SIGNATURE	

WHEREAS, there are more than 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Town of Paradise;

WHEREAS, there have been 58,627 assaults against law enforcement officers in 2016, resulting in approximately 16,677 injuries;

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, 360 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 129 officers killed in 2017 and 231 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 30th Annual Candlelight Vigil, on the evening of May 13, 2018;

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 13-19;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half staff;

NOW THEREFORE I, Jody Jones, Mayor of the Town of Paradise, formally designates May 13-19, 2018, as Police Week in the Town of Paradise, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

IN WITNESS WHEREOF I hereunto set my hand and caused the official seal of the **Town of Paradise**, be affixed hereto this 8th day of May 2018.

Jody Jones, Mayor

MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – January 08, 2019

1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Jones at 6:02 p.m. in the City of Chico Council Chamber located at 421 Main St., Chico, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Bolin.

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

COUNCIL MEMEBERS ABSENT: None

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

- 1a. Town Manager Report: Provided an update on 3core, who is helping Businesses Recover and applying for an Economic Development Administration (EDA) Grant on the Towns behalf; Also working on a consultant for short-term and long-term planning for the Town of Paradise.

Marc Nemanic from 3CORE spoke concerning the planning consulting firm and reiterated that they are also helping businesses in Paradise. Mr. Nemanic stated that workshops will be held to determine what the community wants to see in Paradise and how to harden the community for future fires.

- 1b. Presentations/Updates from the following agencies/representatives:

Paradise Irrigation District – Mickey Rich – Stated Paradise Irrigation District is waiving fees from November and December; The restoration process is progressing quickly and confirmed tests have resulted positive for Benzene and that the water source has not tested positive, but the water meters have tested positive.

Comcast – Chuck Roetter – Comcast has made strides, the main system was lost and needed to be redesigned/implemented and the target date for restoration of all the community is the end of February.

CALFIRE-Burning- David Hawks Division Chief– Announced the transition to his new position in Butte County, introduced his replacement John Messina and discussed general open burning regulations. (440-05-026)

Debris Removal – Community Development Department (CDD) Manager Susan Hartman – Gave an overview of the steps that are required for the rebuild process.

Eric Lamoureux (CAL OES)– Updated the Council regarding Phase I of the cleanup process, stated they are making good progress. Cleanup operations are being finalized for Phase II and they will be opening a Debris Operations office in Chico.

Building Permit Checklist – CDD Manager Susan Hartman – Gave an overview of the Permit Checklist Packet. (710-05-022)

Disaster Recovery Operations Center (DROC) – Marc Mattox Assistant Manager – Gave an update on the various divisions of the DROC.

2. CONSENT CALENDAR

Council Member Zuccolillo asked that agenda item 2(a) be pulled from the consent calendar for further discussion.

MOTION by Bolin, seconded by Zuccolillo, approved consent calendar items 2b-2g as presented. Roll call vote was unanimous.

- 2a. Removed
- 2b. Accepted the donation of a 2018 Dodge Ram 2500 pickup with code 3 package, radio, camper shell, and command box estimated at \$70,000; and, two sets of Holmatro extrication/rescue tools estimated value of \$42,000 and two “BlowHard” fans firefighting equipment estimated at \$8,000 from “Direct Relief” (directrelief.org) to the Town of Paradise Fire Department. The total estimated value of all items is approximately \$120,000. (395-50-024)
- 2c. Accepted the various private citizen and business donations offered to the Town of Paradise in the amount of \$237,440.38. (395-50-024)
 - 1. Ward Habriel – Gave an estimated amount he projected he owed the Town through measure C. Stated people need to contribute.
- 2d. Approved/Ratified Town of Paradise contracts with numerous entities providing services associated with the Camp Fire Emergency.
- 2e. Adopted Resolution No. 19-01, A Resolution of the Town Council of the Town of Paradise approving the plans and specifications for the Skyway/Black Olive Signalization Project and authorizing advertisement for bids on the project. (950-40-047)
- 2f. Adopted Resolution No. 19-02, A Resolution of the Town Council of the Town of Paradise authorizing the acquisition of grants of easements and

payments relating thereto for the Underground Utility District 16-2. (950-90-003)

- 2g. Adopted Resolution No. 19-03, a Resolution of the Town Council of the Town of Paradise Establishing the Deadline for the Alternative Debris Removal Program. (420-25-004)

1. J.T. Martin – Stated there is an issue with the deadline for the alternative debris removal program. People need to have the time to get bids; disagrees that homeowners cannot clean their own property; thinks the government is strong arming the community to sign up for the debris removal through CAL OES and asked the Town Manager and Mayor to be more active with the public.

3. ITEMS REMOVED FROM CONSENT CALENDAR

Item 2a was removed from the Consent Calendar.

Councilmember Zuccolillo asked for clarification on a line item “Home Loan Balance of Insurance Proceeds” listed on the cash disbursements.

Finance Director Will explained that the disbursements are through the business and housing program in which participants of the program are issued insurance checks with the Town of Paradise as co-recipient. The Home Loan Balance lines are representative of the Town cashing the checks and reimbursing the homeowners.

2a. **MOTION by Zuccolillo, seconded by Schuster**, Approved December 2018 cash disbursements in the amount of \$4,961,740.68. Roll call vote was unanimous.

4. PUBLIC COMMUNICATION

1. John Allen - An APM Homes builder, asked for a brief moment of silence, 1300 homes were lost in Tubbs fire 700 of those homes are being rebuilt. Stated this only happened because the community was involved in the process. Encouraged the Council not to refuse any funding.

2. Robert Bean – Stated accountability is important, lost his home in the Napa fire; asked for more transparency from the Town.

3. Warren Bowden – Presented a rake made in Paradise; encouraged Paradise to stay strong and take the initiative to clean up; stated that the sewer system is needed; suggested an escape route from Skyway to Bader Mine Road and stated that the damn is not earthquake proof.

4. Marsha Cracker – Questioned if the Council has considered hiring someone who has dealt with a disaster of this magnitude to redesign the Town, asked for more information from the Town and suggested a newsletter.

5. Dawn Foster – Stated that the sewer is important; noticed that donations are not going to the Town of Paradise; heard manufactured home will not be allowed and supports manufactured homes.
6. Ward Habriel of the Paradise Garden Club stated that they are receiving donations from various different Garden Clubs which are helping to beautify the town and suggested donating to the garden club.
7. Karrie Jeffords – Asked about PID and Phase II of the cleanup; and, wanted to be on property during the cleanup.
8. William Jones – Questioned why the Town out sourced a lot of the work done on the ridge and did not use local companies.
9. Steven McFarland – Has a standing home; suggested focusing debris removal near standing homes.
10. Allan Myers – Grew up in Paradise, connected to the motto in harmony with nature; questioned how we are going to rebuild and suggested we keep the community aspect.
11. Martin Olden – Asked about Request for Proposals (RFP) consulting company plan inspection reviews and if there is any information available for the RFP.
12. Michael Orr – Commented on transparency and lack of communication; stated that we need leadership and asked for Mayor Jones resignation.
13. Tammy Spirlock – Is concerned for the Real Estate community, they are having people who want to sell their lots and asked what the protocol is; suggested having a Q&A for those who want to sell their lots.
14. Thomas Wahl – Wants his original street address back and stated the city offices were not favorable to him.
15. Brad Weldon – Asked why local contractors can't cleanup their lots; claimed the Town Council votes did not count since they did not live in town.
16. Sandra Wilson Cook – Lives on a private road and asked why there is tape across her driveway.
17. Jason Willet – Introduced himself as a resource from AAA Insurance company.
18. Edwin Beltram – Opened a lavender farm in Paradise; stated he lost half of his crop but would like to donate a lavender plant for every person who lost their life in the fire.
19. William Martin – Has a construction company in Paradise; stated that the 2020 code cycle will be costly for the community; asked Council to make a legislative ask to allow Paradise a 2-year window before requiring 2020 Codes go into effect.

Mayor Jones adjourned the meeting for recess at 8:14 p.m.

The meeting was re-adjourned at 8:27 p.m.

5. **PUBLIC HEARINGS** – None

6. **COUNCIL CONSIDERATION**

6a. Administrative Analyst Colette Curtis gave a short summary on business licenses within the Town. She explained that since the financial landscape differs post Camp Fire, staff suggests reassessing the business license program with the following options given for Council consideration:

1. Considered leaving the business license program as is; or,
2. Extend the fee waiver for business licenses for one year (until Jan. 1, 2020) and,
3. Consider waving the entire reading of proposed Ordinance No. 574 and approve reading by title only; and, 2. Consider introducing Town of Paradise Ordinance No. 574, an Ordinance Amending Sections 5.22.030 and 5.22.060 of the Paradise Municipal Code relating to Business License; or,
3. Give staff alternate direction.

Councilmember Schuster asked how many business had signed up prior to the Camp Fire.

Ms. Curtis stated around 60 Businesses.

Council discussed what would create an incentive for businesses to sign up for the Business license program.

1. Kim Carr agrees that there is a necessity to have a business license.

Council Member Zuccolillo made a motion to have the ordinance go into effect January 1, 2020. Motion died for lack of a second.

MOTION by Schuster, seconded by Bolin, to extend the fee waiver for business licenses for 6 months (until July 1st 2019) and, 1. Waived the entire reading of proposed Ordinance No. 574 and approved reading by title only; and, 2. Introduced Town of Paradise Ordinance No. 574, an Ordinance Amending Sections 5.22.060 of the Paradise Municipal Code relating to Business License. Roll call vote was unanimous. (395-40-005, 540-16-43)

6b. Administrative Services Director Gina Will explained that the Town put out an RFP out for disaster Recovery Management Services. The applicants were scored on a 2100 point basis. Ernst & Young received the highest score at 2000.

MOTION by Zuccolillo, seconded by Crowder, 1. Authorized the Town Manager, Administrative Services Director and Town Attorney to negotiate an agreement with Ernst & Young LLP for Disaster Recovery Management Services; and, 2. Authorized the Town Manager to execute the appropriate documents relating to such services. Roll call vote was unanimous. (510-20-213, 420-25-003)

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items

7a. Council Member Zuccolillo requested the Council review Ordinance No. 573 - An Urgency Ordinance Regarding Camp Fire Disaster Recovery Temporary Housing. He commented that he had received a lot of feedback from the public regarding the acreage requirement in Ordinance No. 573. He suggested changing it to a specific distance away from the debris instead of acreage.

1. Kimberly Carr – a fire survivor from 2012, made it her mission to help in fires. She has been to multiple burned areas with debris and noticed she had respiratory issues each time. Stated people’s ability to live by debris depends on their constitution. 7a in the Ordinance is very hard to understand. Suggested alternate places to have trailers for housing. Gave multiple suggestions on alternative housing.
2. John Allen – Mentioned that the workers who are around the debris wear suits and respirators and that the workers do water down the debris, but there are still contaminants in the air.
3. Tammy Spurlock – Commented on how even though someone might have 2/3 of an acre their neighbor might have 1/3, in which they can still be very close to their neighbor’s debris foot print. Ms. Spurlock stated that it is beneficial for the Town to let people live on their properties, because it makes more funds available for rebuilding that would otherwise be used for rent and that it should be the property owner’s choice.
4. Robert Bean – Asked for better communication from the Council and suggested RVs be allowed on lots on a case by case basis.

Council decided to bring this back as an action item at a later date.

7b. Council reports on committee representation

Council Member Zuccolillo – Attended Boys and Girls club and a Toy Give Away for Christmas; met with Butte COC, mentioned they are deciding how they will approach the displaced persons crisis in concurrence with the homeless crisis.

Council Member Schuster – Attended a Butte County Mosquito and Vector Control meeting and stated that after the fire, Paradise can potentially be a hot bed for mosquitos; met with Explore Butte County and members from the North Valley Community Foundation.

Council Member Crowder – Worked at the Disaster Recovery Center and attended the Boys and Girls Club Holiday Celebration.

Council Member Bolin – Attended the Christmas Tree Lighting, Christmas Service at CMA Church and LAFCO meeting.

Mayor Jones – Went to the California Rises Concert in which they raised \$5 million dollars for wildfires across California and shared that the California Transportation Commissioners will be touring Paradise that will hopefully result in money for the north state.

7c. Future Agenda Items – Council Member Zuccolillo would like to revisit the Skyway configuration and go over what worked and what didn't work during the evacuation process. Also asked whether it would be beneficial to have preliminary talks with the Irrigation District, Parks and Rec and the Town on consolidation.

Mayor Jones concurred that she would like a debrief on the fire as well. Suggested discussions concerning Skyway would be addressed during the planning process. Also to have the Town Attorney give a presentation on what would be entailed by consolidating the municipalities within the Town of Paradise.

At 9:39 p.m. Mayor Jones adjourned the meeting to the Paradise Successor Agency.

8. CLOSED SESSION

At 9:46 p.m. Mayor Jones reconvened the Town Council meeting and announced the Town Council would go into closed session.

9a. Pursuant to Government Code Section 54956.8, the Town Council will hold a closed session as follows:

To consider the terms to accept a transfer of fee title to real property located at 1886 Andrew Place, Paradise, CA.

Negotiators for Owners of Property: Sharol and BC Strickland

Town Negotiator: Lauren M. Gill Town Manager

9b. Pursuant to Government Code Section (d)(4) Town Council will hold a closed session to consider whether to initiate litigation based on existing facts and circumstances: One potential case.

9c. Pursuant to Government Code section 54957, the Town Council will hold a closed session discussion relating to a performance evaluation of the Town Manager.

At 10:56 p.m. Mayor Jones reconvened the meeting and announced

9a. The Town Council declined terms to accept a transfer of fee title to real property located at 1886 Andrew Place, Paradise, CA.

There was no action taken on items 9b and 9c.

10. ADJOURNMENT

10a. At 10:57 p.m. Mayor Jones adjourned the meeting to January 23, 2019 at 6:00p.m., Chico Council Chambers, 421 Main St., Chico, CA for the purpose of holding a regular adjourned meeting pursuant to Government Code Section 54955.

Date Approved:

By: _____
Jody Jones, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – January 23, 2019

1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Jones at 6:00 p.m. in the City of Chico Council Chamber located at 421 Main St., Chico, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Bolin.

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

COUNCIL MEMEBERS ABSENT: None

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

- 1a. Battalion Chief Jason Morris announced Burn Permits will be available soon.
- 1b. Tony Lindsey, City of Chico Building Official and Fire Marshall, made a presentation concerning the difference between Manufactured and Modular homes. (710-05-022)
 - 1. Ward Habriel – Discussed 433A fastener system and the different things one can do to make their manufactured home safe. Mr. Habriel inferred that it could take 3 months to have a manufactured home set up on a lot and that this is incentive for people to come back to town.
- 1c. Updates from the following agencies:

Paradise Irrigation District – PIO Mickey Rich – stated that the water system is coming along and asked the public to report leaks. Ms. Rich stated that the water is still not potable, but PID will be conducting hundreds of different tests to better understand how much of the system has been contaminated with benzene.

CAL OES-Debris Removal – Eric Lamoureux - The debris removal process is on track; Phase I is going much quicker than projected and Phase II is expected to start next week. Mr. Lamoureux announced that residents have until January 31st to turn in the Right of Entry form.

Mayor Jones commented that if people do not remove the debris off their property, the Town of Paradise through Cal OES, would do the clean up and charge the property owner by putting a lien on their property.

1. Tom Kelly - Stated there is not enough time for people to fill out the Right of Entry form.

Paradise Chamber of Commerce – Monica Nolan – stated that the Chamber is working on visibility for businesses so that residents know their status and asked businesses to fill out the Chamber business survey.

2. CONSENT CALENDAR

Councilmember Schuster asked for agenda item 2(c) to be pulled from the consent calendar for further discussion.

MOTION by Bolin, seconded by Zuccolillo, approved all consent calendar items, except 2(c) as presented. Roll call vote was unanimous.

- 2a. Town Council ratified the letter dated January 11, 2019, signed by the Mayor, requesting the state backfill property tax losses in Butte County for the 2018-2019 fiscal year. (420-50-051, 580-10-053)
- 2b. Waived second reading of entire Ordinance No. 574 and approved reading by title only; and, 2. Adopted Town of Paradise Ordinance No. 574 an Ordinance Amending Section 5.22.060 of the Paradise Municipal Code relating to Business License. (540-16-143)
- 2c. Agenda Item 2c was removed from the consent calendar.
- 2d. Pursuant to Government Code Section 8630, the Town Council confirms that an Emergency related to the Camp Fire is still in effect. (540-16-144, 730-10-005)

3. ITEMS REMOVED FROM CONSENT CALENDAR

- 2c. Council Member Schuster pulled this item for discussion specifically so people could acknowledge the great gift given to the Town of Paradise.

Manager Gill summarized that the League of California Cities has gifted the Town of Paradise use of a firm who will lobby the State of California on behalf of the Town for legislative asks.

MOTION by Schuster, seconded by Crowder, authorized the Town Manager to enter into an Agreement with Joe A. Gonsalves and Son to Lobby on behalf of the Town of Paradise. Roll call vote was unanimous.

4. PUBLIC COMMUNICATION

1. Charles Brooks – Executive Director of Rebuild Paradise Foundation stated that through the Foundation, he was able to have the Town of Paradise flag recreated and presented it to each Town Council Member as a gift.
2. Monia Pezzi – Stated title 25 is approved by the County but not the Town. Also wanted Council to encourage PG&E to put power lines underground.

3. Ward Habriel – Gave the Town his estimated Measure C expenditures as if he were paying sales tax in Town; stated that the Paradise Garden Club has planted 1200 Bulbs in the Town of Paradise; heard that Samaritans Purse offered free tree removal to the Town of Paradise, but it was declined and stated that businesses need to fill out Right of Entry form.

4. Steve Culleton – stated that in 2004 when he was on the Town Council the Town did not have a flag and the Council hosted a contest to create a Town flag. Mr. Culleton is concerned about the damage done to private roads and suggested passing an ordinance to deputize all private roads as public; asked the Council to work on providing help to property owners for removing their dead trees.

5. Allen Myers – Stated that the Town motto is In Harmony with Nature; shared that there are still over 600 people staying at the shelter and is looking into Chico for land to use as temporary housing. Mr. Myers shared that Cal Fire stated that the Camp Fire was a climate driven fire; explained that how the town is rebuilt will affect the environment and is working with Arup and Livingguild.org

6. Tom Kelly – Shared that he is still working with insurance and the department of Insurance; that there is a lack of communication; many people do not have access to computers and that many agencies are not providing services.

5. PUBLIC HEARINGS - None.

6. COUNCIL CONSIDERATION

6a. This item was removed. Consider adopting Ordinance No. 575, an urgency Ordinance of the Town Council of the Town of Paradise Amending Ordinance No. 573, Section 7 relating to the initial residential use of recreational vehicles on parcels.

6b. Marc Nemanic from 3 core and Barry Long from Urban Design Associates (UDA) spoke regarding Phase I of the public engagement process for future planning guidelines.

Northern Valley Community Foundation gifted the initial services of Urban Design Associates to the Town of Paradise. The remainder of the services will hopefully be funded by grants. UDA will use a strategy of Data Collection, Technical Studies and Listening Workshops.

A citizen asked if there would be groups of Volunteers set up.

Mr. Long said he would work with the Town to find various avenues to inform the public.

MOTION by Zuccolillo, seconded by Crowder, considered accepting this scope of work as a donation to the Town. Roll Call Vote was unanimous.

6c. Town Manager Lauren Gill spoke concerning Implementation of a Disaster Recovery Coordinator position by the reclassification of Fire

Marshal/Building Official position to the position of Disaster Recovery Coordinator. Manager Gill also asked the Town Council to approve hiring a firm to conduct an Organizational Salary Survey in order that the Town can be more competitive in the job market and still be able retain its existing employees.

Council Member Schuster asked if the Disaster Recovery Coordinator position will be hired outside the organization.

Manger Gill hoped it would be within the organization.

Zuccolillo stated his concerns regarding the size of the salary for the Disaster Recovery Coordinator and suggested waiting for the salary survey as to not upset current employees.

1. Marsha Cracker – asked for clarification on exactly what the Disaster Recovery Coordinator will be doing; suggested the person hired should have disaster recovery experience.

Crowder asked for clarification on if this person would be in charge of the building department. Manager Gill stated that they would.

Schuster mentioned that everyone knows there will be more people needed in the building department.

Zuccolillo again expressed his concerns that this motion would upset current employees.

MOTION by Bolin, seconded Shuster 1. Approved the Disaster Recovery Coordinator job description. 2. Approved the corresponding Salary Pay Plan range. Ayes of Bolin, Crowder, Schuster and Mayor Jones; Noes of Zuccolillo. Motion passed four to one. (610-10-15, 610-10-017)

- 6d. Town Engineer/Assistant Manager Marc Mattox gave a presentation on the service ARRB Group would be performing. Mr. Mattox emphasized that data is key for understanding how the infrastructure will be impacted by the work that will be done in Town for the debris removal effort and provided examples of how that data would be collected.

MOTION by Schuster, seconded by Bolin. 1. Concurred with staff's recommendation of ARRB Group, Inc.'s to perform road network survey management services for the Town's 100 centerline mile roadway network; and, 2. Approved the Professional Services Agreement with Harris & Associates and authorized the Town Manager to execute. Roll call vote was unanimous. (510-20-220,950-60-004)

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items – None

7b. Council reports on committee representation

Council Member Zuccolillo – Joined Assemblyman Gallagher and other legislators for a tour of Paradise.

Council Member Schuster – Attended connect with Council where there was a good turnout; Chico Chamber had a dinner that honored the first responders; attended two ribbon cuttings in Paradise and did a Ride-along with Paradise Police Department.

Council Member Crowder- Attended connect with Council along with Mayor Jones and attended the 3-day League of California Cities New Councilmember Conference.

Mayor Jones – Mentioned the legislative Tour; participated in another tour with California Transportation Commission, attended a debris removal press conference with assemblyman Gallagher and did Media interviews.

7c. Future Agenda Items – Councilmember Zuccolillo asked for a debrief of the fire.

8. STAFF COMMUNICATION

Town Manager Report – Manager Gill announced that the Town is working with the consultant’s staff and stake holders trying to create a plan for Paradise and also looking at various ordinances that will need to be changed post fire.

9. CLOSED SESSION

At 8:25 p.m. Mayor Jones announced the Town Council would go into closed session for the following item:

- 9a. Pursuant to Government Code Section 54956.9(d)(4) Town Council will hold a closed session with legal counsel to consider whether to initiate litigation based on existing facts and circumstances: One potential case.

At 8:53 p.m. the Mayor reconvened the meeting and announced that the Town Council unanimously authorized the Town Manager to execute an agreement for legal services to file litigation against PG&E due to the Camp Fire.

10. ADJOURNMENT

Mayor Jones adjourned the Council meeting at 9:06 p.m.

Date Approved:

By: _____
Jody Jones, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 8:00 AM – February 04, 2019**

1. OPENING

Following the pledge of allegiance the Special Meeting of the Town Council of the Town of Paradise was called to order in the Town Council Chambers located at 5555 Skyway, Paradise, California, at 8:01 a.m. by Mayor Jones.

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

COUNCIL MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Town Clerk Dina Volenski, Town Manager Lauren Gill, Town Attorney Dwight Moore, CDD Manager/Assistant Planner Susan Hartman, Police Chief Eric Reinbold, Police Lieutenant Anthony Borgman, Administrative Analyst Collette Curtis.

2. COUNCIL CONSIDERATION

2a. Town Manager Gill introduced the topic of discussion: adopting Urgency Ordinance No. 575, an Ordinance of the Town Council of the Town of Paradise Repealing Ordinance No. 573 and Adopting a New Ordinance Relating to Interim Housing Inside the Camp Fire Area. Ordinance No. 573 allows people with temporary housing to occupy properties prior to debris removal. The Butte County Health Office has directed the Town of Paradise to not allow people to occupy property prior to debris removal.

The County has declared a hazardous advisory for the Town of Paradise. This terminology regarding debris is what the FEMA funding is based on. When the Town allows people back onto their property, the Town was essentially saying it was not a hazardous area and is safe to live there, this threatened funding from FEMA. To be in compliance with FEMA requirements and to ensure funding the Town of Paradise needs to adopt a new ordinance allowing people to occupy property only when the debris has been removed.

After the Ordinance passes, those who are living in temporary dwellings on their property with debris will have to vacate the property. The Town will work to have those properties prioritized for the debris removal process and will explore alternative areas to place RVs. Those who have standing homes can occupy their homes.

Attorney Moore stated that Section 15 will need to be added to the proposed Ordinance which states that the Ordinance will expire December 31, 2020.

Assistant Planner Hartman asked the Council for direction on Section 8 regarding cargo containers. The existing Ordinance states storage containers will only be used for storage.

After discussion, the Council agreed to have the ordinance state the use of one (1) cargo container per temporary dwelling.

Mayor Jones suggested removing Section 9 from the Ordinance regarding allowing RVs on commercial property.

Crowder asked if there was specific time frame when CAL OES would be able to clear the affected properties.

Eric Lamoureux - CAL OES – stated he could not give an actual time line, that clean up takes about 2-3 days, soil sample are usually a couple weeks, potentially 3 months.

Mathew Going-has 3 families living on his properties which include nine acres and a barn that is still standing. He needs people on property to guard the tools he has left.

Ben DiDuca – Represents Pine Crest Mobile Home Park, met with the Mayor in which he offered the park as a place for RVs. Mr. DiDuca asked for it to become a priority on the cleanup list, but it did not come to fruition and asked Council again to prioritize the park.

Barbara Bowen – Stated we all breathe the same air, everything is all about money.

John Cronister – Stated that he has nowhere to live, bought a trailer with cash and asked who is going to help him move his trailer.

JT Martin – Asked why the ordinance would jeopardize FEMA funding? Asked how this will be enforced and is worried about imminent domain.

Loren Harvey – Stated that it is the Wild West; there is no police presence. Mr. Harvey stated that for \$4,800 you can get someone to test your property and state whether it is hazardous.

David Anderson – asked if the alternative debris removal program is exempt from this ordinance.

Kelly Senior – pulled a power pole permit but never got an inspection, asked when her property would get power.

Steve Kane – Has had additional loss after the fire, does not have insurance for the stuff that survived, thinks there is not a large enough police presence and is unsure of what a qualifying structure is.

Adam Deppe – stated that the Councils decisions are affecting multiple generations; what about agricultural residential lots and does not understand why rule applies to all properties when properties vary in acreage.

John Williams – FEMA told him he could move onto his property except during the cleanup and does not understanding what the Council is doing.

David Lundberg – He is living in a trailer and will not move off his property, thinks Paradise should stay a bedroom community. Mr. Lundberg doesn't understand why his property won't just be tested so he knows whether it is toxic.

Marlene Bes – heard a rumor that she won't be able to rebuild until the whole town is cleared.

Tom Kelly – told the Council they need to read the ordinance, that Council is letting outsiders tell them what do and that the public has no information.

Mark Roberts – Stated that this was not a well-advertised meeting; FEMA is putting the Town under pressure; asked how this ordinance will be enforced and can he keep an RV on his property with a standing home.

Ben Walker – Asked the Council to represent the interest of the people. Mr. Walker stated that if asked to choose between the people rebuilding the Town or FEMA he would choose the people and asked Council to save the Town, not destroy it.

Lauren Freem – Stated the Town won't receive any funding from the federal government until there is proper forest management and that the Town needs to hire another arborist to reassess the trees that have been chosen to be cut down.

Martha Bryant – beseeched Council to not make people leave their properties.

Justis Eisenhower – asked for \$100,000 grant for his business.

Mike Duletsky – asked if the report is public and why they are asking people to leave.

Joyce Andrews – asked why is this effecting those people who opted out of the government debris removal program?

Linda McCann – Has a standing home, can she live on her property? Asked how the cleanup will be conducted.

Speaker – waiting for a space for her trailer and stated that it is the Town's responsibility to find people a place to stay.

John Miller George – Lives at Apple Tree Village along with a row of houses, personally moved people into FEMA trailers and asked why FEMA trailers are not in Paradise.

Eileen Robinson – Family living in RV's and moved to a Red Cross shelter in Chico that is now closing asked where people could go.

Tom Wahl – Suggested having the next meeting at Paradise Performing Arts Center.

Kyla Awalt – asked if you have a standing home and did not fill out an ROE will you be informed when houses around you are being cleaned up.

Carrie Max – has her trailer on her property, waited two months to come home, upset about the trees being cut down and asked for time to think about things.

Councilmember Zuccolillo commented that the Council did everything in its power to let people on their properties. He does not agree with the Butte County Health Department findings, but feels obligated to ensure funding from FEMA for the Town.

Councilmember Schuster stated it is the hardest decision the Council has had to make and that this ordinance affects her as well.

Councilmember Crowder agrees with all the comments and expressed his fear trying to go against FEMA, but only sees one decision to make.

Councilmember Bolin, agreed with how the guidelines make no sense but there does not seem to be a choice in the matter and that the Town needs the funds to clean up the Town of Paradise.

Mayor Jones, says she is sympathetic to the speakers, but agrees that if they do not pass the ordinance, the Town will not get cleaned up.

MOTION by Bolin, seconded by Mayor Jones, adopted Urgency Ordinance No. 575, an Ordinance of the Town Council of the Town of Paradise Repealing Ordinance No. 573 and Adopting a New Ordinance Relating to Interim Housing Inside the Camp Fire Area. Roll call vote was unanimous.

3. ADJOURNMENT

Mayor Jones adjourned the Council meeting at 9:39 a.m.

Date Approved:

By: _____
Jody Jones, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – February 12, 2019

1. OPENING

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

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Administrative Services Director Gina Will, Public Works Director/Town Engineer Marc Mattox, Administrative Analyst Colette Curtis, Business and Housing Services Director Kate Anderson, Police Chief Eric Reinbold, Assistant Planner Susan Hartman and Fire Chief John Morris.

- 1a. Police Chief Eric Reinbold presented plaques to the Police Department Awardees of the Year for their exemplary contributions to the department.
2018 Paradise Animal Shelter Helpers (PASH) of the Year - Heather Wright
2018 Volunteer in Police Service (VIPS) of the Year – Rick Deppe
2018 Civilian Employee of the Year – Shawn Jordan
2018 Public Safety Dispatcher of the Year – Andrea Lui
2018 Officer of the Year – Justin Chamness
- 1b. Police Chief Eric Reinbold recognized the \$24,718 Grant Award from the North Valley Community Foundation Camp Fire Grant Program.

Mayor Jones announced that the next Town Council meeting would be a Workshop held on February 22, 2019 at the Paradise Alliance Church at 10:00 a.m.

- 1c. Updates were provided from following agencies regarding the Camp Fire:
 - Shelby Boston – Butte County Employment and Social Services.
 - Michelle Johns – Paradise Unified School District
 - Chelsea Irvine – Small Business Association
 - Comcast – Phillip Arndt
 - Paradise Ridge Chamber of Commerce – Monica Nolan
 - Paradise Irrigation District – Jim Ladrini
 - CAL OES - Eric Lamoureux

- Pacific Gas and Electric Company – Erin Johnson

2. **CONSENT CALENDAR**

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

- 2a. Approved January 2019 Cash Disbursements in the amount of \$1,904,545.78.
- 2b. Adopted Resolution No. 19-04, A Resolution of the Town Council of the Town of Paradise declaring Public Works Vehicle 9 as surplus property and authorizing disposal thereof by the Town Manager. (380-10-003, 480-35-002)
- 2c. Authorized the Town Manager to enter into an agreement with Simon and Company, Inc. for lobbying services. (510-20-230)
- 2d. Accepted the various private citizen and business donations offered to the Town of Paradise during the month of January 2019 in the amount of \$40,597.99. (395-50-024)
- 2e. (1) Accepted a \$24,718 grant award from the North Valley Community Foundation, Camp Fire Grant program; and, (2) Authorized the Town Manager to execute contracts with vendors as required to complete the Animal Shelter projects encompassed by the grant award. (410-10-005, 395-50-024)
- 2f. Accepted the donation of equipment, supplies and improvements from Lisa Larkin and the Paradise Animal Shelter: Storage/Animal GoFundMe account, valued at \$5,703.32, from private citizen Lisa Larkin of Roseville, CA. (410-10-005, 395-50-024)

3. **ITEMS REMOVED FROM CONSENT CALENDAR - None**

4. **PUBLIC COMMUNICATION**

1. Mike Roddy is a builder who came out of retirement and represents Green Framing Systems.
2. Sedona Leza is a Santa Clara University student who is working on trying to design housing with an emphasis on wind, solar power and not combustible materials.
3. Eugene Barasch recommended building the town in a different material than wood since there is a fire and earthquake threat.
4. Ward Habriel gave Measure C donation, thanked the Paradise Police Department and spoke about projects the Paradise Garden Club is working on.

5. Aaron Macomber has an issue with survey requirement for starting to build and asked for the Council to remove road blocks for those who want to rebuild.
6. Bruce Lawrence wants more information on what the Town is planning to do to the infrastructure.
7. Victoria Tweedle would like more information to make decisions for the future.
8. Brandy Kristiansen asked when her lot would get priority since she is displaced by the fire and has an RV she needs to move on her property.
9. Ellen Johnson is supportive to rebuilding the Gold Nugget museum and stated the community is now the new pioneers of this community.
10. Cy Morris who is the administrator to the Moose Lodge, stated they have 15 RV cites available
11. Adam Deppe thanked the Council for their job, suggested citizens should be more understanding and asked what the Town's plan is.

5. PUBLIC HEARINGS – None

6. COUNCIL CONSIDERATION

6a. Assistant Town Manager Marc Mattox introduced the subject of soliciting technical services for the Community Development Department. The Town is projecting that 1000 building permits will be applied for this year and the Community Development Department is not staffed adequately for that amount. Staff is requesting the Town Council approve the Proposal for Post-Fire Recovery and Rebuilding Assistance. (710-05-021)

The Council asked staff to explore the different offers of help from various cities through the League of California Cities.

MOTION by Shuster, seconded by Bolin, authorized the Town Manager, to advertise Request for Proposal for Post-Fire Recovery and Rebuilding Assistance. Roll call vote was unanimous.

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items - None

7b. Council reports on committee representation

Councilmember Bolin went to a LAFCO meeting, LAFCO will be sending out cards to Paradise Residents to find out who is coming back.

Councilmember Crowder attended the Law Enforcement dinner, did the Connect with Council, attended Wells Fargo donation to the North Valley Community Foundation; toured with the Insurance Commissioner and went to a memorial for camp fire victims.

Councilmember Schuster attended the memorial for camp fire victims and the memorial for former Town of Paradise Mayor Sam Dresser.

Councilmember Zuccolillo went to the memorial for Camp Fire victims, toured an ECC contractor site who is doing a lot of the cleanup.

Mayor Jones attended the memorial for Camp Fire victims and connect with Council. She has been to various meetings regarding the sewer system and shared that it is looking promising that the Town will receive funding.

7c. Future Agenda Items - None

8. STAFF COMMUNICATION

8a. Town Manager Report – Manager Gill announced that the Gold Nugget Museum will be using the Community Park Depot building for their temporary location.

9. CLOSED SESSION

At 7:51 p.m. Mayor Jones announced that the Town Council would go into closed session for the following item:

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

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

- 9b. Pursuant to Government Code Section 54956.95, the Town Council will hold a closed session with the Town Attorney and Town Manager concerning the tort liability claim from Angie Orrego-Razo against the Town of Paradise.

At 9:31 p.m. Mayor Jones reconvened the meeting and Attorney Moore announced that the Town Council received information in Closed Session, but no action was taken.

10. ADJOURNMENT

Mayor Jones adjourned the Council meeting at 9:33 p.m.

Date Approved:

By: _____
Jody Jones, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

**SPECIAL MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 10:00 AM – February 22, 2019**

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Jones at 10:04 a.m. in the Paradise Alliance Church Sanctuary located at 6491 Clark Road, Paradise, California.

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

COUNCIL MEMEBERS ABSENT: None

1. The Town Council unanimously acknowledged and accepted the donation of \$23,062.34 from Wendy Page, Mayor of Woodland Hills, Utah.
2. Barry Long from Urban Design Associates presented information relating to the planning process for the Town recovery. The meeting proceeded as below:
 - Short overview of the planning process
 - Provided upcoming meetings/locations
 - Informed of where to find updates on process, MakeltParadise.org
 - Attendees broke out into small groups that were led by facilitators
 - Each group reported out to the larger group at the end of the meeting.

Meeting ended at 12:39 p.m.

Date Approved:

Jody Jones, Mayor

Attested:

Dina Volenski, CMC, Town Clerk

MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – March 12, 2019

1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Jones at 6:01 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Bolin.

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Administrative Services Director Gina Will, Public Works Director/Town Engineer Marc Mattox, Administrative Analyst Colette Curtis, Business and Housing Services Director Kate Anderson, Police Chief Eric Reinbold, Assistant Planner Susan Hartman, Fire Chief John Messina, Senior Accountant Sandi Miller.

Councilmember Zuccolillo asked to have 2 items added to the agenda.

In order for the Council to discuss and make the recommendation on these matters, the items must be formally added to the agenda. It takes a two-thirds vote to add the items to the agenda, or if less than two-thirds are present, a unanimous vote of those present.

As such, Council s requested to take the following actions:

Council Action Requested: (1) Pursuant to Government Code Section 54954.2 (b)(2) the Town Council finds that there is a need to take immediate action regarding mobile home parks and that the need for action came to the attention of the Town subsequent to the posting of the agenda.

The action relates to the following items:

Agenda item 1(f): California Public Utility Commission (PUC) will have mitigation efforts regarding Pacific Gas and Electric, requesting that the Town of Paradise have a seat at the table during these mitigation efforts.

MOTION by Crowder, seconded by Shuster to add item 1(f) to the agenda. Roll call vote was unanimous.

Agenda item 1(g): Consider adopting a Resolution of the Town Council of the Town of Paradise to Direct the Expedited Rebuilding of Paradise Mobile Home Parks to Provide Housing to Paradise Residents Displaced by the Camp Fire. (Crowder/Zuccolillo)

MOTION by Zuccolillo, seconded by Crowder, to add item 1(g) to the agenda. Roll call vote was unanimous.

1e. Updates from Agencies regarding the Camp Fire.

- CAL OES – Eric Lamoureux – They are still trying to collect ROE form; the biggest challenge in the cleanup process is weather because, they cannot cleanup properties if the soil is saturated with water.
- FEMA – David Samagiello – They are still looking for housing solutions, because there are 1300 families who need housing.
- Paradise Irrigation District (PID) – Kevin Phillips – The system is up and running, although the system is still contaminated, PID will systematically be fixing the compromised system by different zones.
- Paradise Unified School District – Michelle John – The District is preparing to return the ridge in August; they are planning to test the pipes and fields at the school and are looking at a ten-year rebuild of the schools.
- Pacific Gas & Electric – Dan Blair – received 658 applications for services in the area; they have cut all of the Priority 1 trees and the goal is to finish cutting the priority 2 trees by the summer.
- Trees & Bio Mass – Jim Broshears – There has been a request for funding for category 3 trees that are on private property but effect the public right of way; They are working on Grant requests for private property trees that are not in the public right of way. Mr. Broshears estimated that there are 600,000 trees that affect the public right of way or building sites.
- Comcast – Jeff Vogt – Comcast expects to have services to most of the Town by the end of the month.
- Chamber of Commerce – Monica Nolan – Created a new logo which has been well received; 2/3 of the membership has given their status and Party in the Park has been rescheduled for Wednesdays so that it does not interfere with the Chico market on Thursdays.
- US Post Office – Michael Johnson – They are getting employees back to work and transitioning back to a new normal.

1f. Council Member Zuccolillo introduced this item and emphasized that there is a deadline tomorrow for an application process with the CPUC through the mitigation process with PG&E where they will be dealing with things such as mitigation and potential fines. Council Member Zuccolillo thinks the Town needs a seat at the table and should provide comments to the CPUC. (580-10-053)

MOTION by Schuster, seconded by Bolin, Authorize the Town Manager to submit comments to the California Public Utility Commission. Roll call vote was unanimous.

1g. Councilmember Zuccolillo introduced this agenda item to consider adopting a Resolution of the Town Council of the Town of Paradise to Direct the Expedited Rebuilding of Paradise Mobile Home Parks to Provide Housing to Paradise Residents Displaced by the Camp Fire.

Councilmember Bolin asked how this will change what CAL OES already has prioritized.

Eric Lamoureux from CAL OES explained that mobile home parks are at the top of CAL OES priority list but they have not received the Right of Entry (ROE) forms so that they can begin.

Patty inquired whether most mobile home parks will stay senior mobile home parks.

Thomas Wahl asked if Evergreen Park is on the list.

Councilmember Schuster stated she believes it is important to prioritize Trailer Parks but she is comfortable with what CAL OES already has in process.

Councilmember Bolin also believes it is important but thinks the resolution is asking CAL OES to do things they can't do legally without the Right of Entry forms.

Councilmember Crowder asked if there is work being done on ROE's if the owners can't be found.

Mayor Jones says that the county wants an indemnity agreement from Trailer Park Owners and that agreement is still being decided upon.

Council agreed to continue to work on this resolution and bring this item back to council at a later date with changes to the resolution such as which parks to prioritize and with stated dates.

2. **CONSENT CALENDAR**

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

- 2a. Approved minutes of the November 13, 2018 Emergency and Regular Town Council meeting.
- 2b. Approved February 2019 cash disbursements in the amount of \$1,708,246.40.
- 2c. Accepted offer from CSU, Chico to coordinate, on behalf of the Town of Paradise, academic involvement in the recovery process through Wildcat Rise. (420-50-051)

- 2d. 1. Awarded Contract No. 19-04, Alternative Program Fire Debris Removal Project, to Franklin Construction of Chico, CA in the amount of their Base Bid of \$122,500 and authorized the Town Manager to execute a contract with Franklin Construction of Chico, CA as approved by the Town Attorney; and, 2. Authorized staff to issue additional task orders for work dependent upon asbestos site surveys and soil sampling results. (420-25-004, 510-20-224)
- 2e. Accepted the various private citizen and business donations offered to the Town of Paradise during the month of February 2019 in the amount of \$62,546.18. (395-50-024)

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION

Ronald Lassonoc is concerned about Paradise Irrigation District recovery plan.

Ward Habriel has received a lot of positive feedback for the daffodils around Town and shared that the Paradise Garden club will not do a Garden Tour this year.

Thomas Wahl is confused about the cleanup.

Megan Kurtz, a representative from Chico State, spoke regarding the academic inquiries to the Town and offered Chico state as an available tool to help support the inquiries to the Town of academic nature.

5. PUBLIC HEARINGS

- 5a. Mayor Jones announced that the Town Council would conduct the duly noticed and scheduled public hearing concerning an Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 Relative to the Reconstruction of Nonconforming Uses. Upon conclusion of the public hearing consider adopting the recommended action. 1. Concurring with the project "CEQA determination" finding adopted by the Planning Commission on February 19, 2019, and embodied within Planning Commission Resolution No. 19-01; and, 2. Waiving the first reading of Town Ordinance No. 576 and read by title only; 3. Introducing Town Ordinance No. 576, "An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 Relative to the Reconstruction of Nonconforming Uses". (540-16-145)

CDD Manager/ Assistant Planner Susan Hartman presented a brief overview of Ordinance No. 576 concerning legal nonconforming use, which is referring to old Butte County zoning but no longer conforms to the current zoning regulations. Properties destroyed during a natural disaster allow a legal nonconforming use to be rebuilt without a Condition Use Permit with conditions:

- Construction would need to start within 1 year of the debris removal being signed off;
- Construction would need to be completed within 3 years; and
- The building/structure could not be any more nonconforming than it was before.

Councilmember Bolin asked about those properties that have non-conforming septic's.

Hartman said the septic tanks would have to be upgraded to current standards.

Councilmember Zuccolillo asked about those properties that are encroaching on other properties.

Hartman stated those properties would have to readjust in accordance to the property lines.

Schuster asked if there are incentives to have these properties move into conformance.

Public Hearing was opened at 8:10 p.m.

Ward Habriel – gave a brief history overview of Town of Paradise before incorporation.

Thomas Wahl – is concerned with his property's zoning.

Mayor Jones closed the public hearing at 8:13 p.m.

Councilmembers discussed the proposed amendment. Expressed they do not want houses on commercial lots. Components such as the planning process and obtaining a sewer for the Town of Paradise would effect this proposed amendment. Council all concurred and asked staff to table this amendment and bring it back to council at a later date.

6. COUNCIL CONSIDERATION

- 6a. Administrative Services Director Gina Will gave a Budget update and a review of the Towns financial position.

MOTION by Mayor Jones, seconded by Bolin considered the following:

1. Reviewed and approved the 2018/19 mid-year budget report and budget adjustments; and (340-40-015)
2. Approved purchase of three Police Ford Interceptors from Measure C reserves; and (395-70-015, 480-35-002)
3. Approved termination of 2018/19 TRAN credit line; and (350-10-003)
4. Approved reclassification of 2 Public Workers Maintenance Worker I to Maintenance Worker II; and
5. Authorized Town Manager to enter into an agreement for services

for a Classification and Total Compensation Study with the Option of Organizational Structure Review; and

6. Approving recommended changes and Waiving the first reading of Town Ordinance No. 576 and read by title only; and introducing Town of Paradise Ordinance No. 576 An Ordinance relating to purchasing supplies and services; and (540-16-147)
7. Provided direction to staff for scheduling a Town Council goal setting workshop to discuss 2019/20 budget priorities.

Roll Call vote was unanimous.

- 6b. Assistant Planner Susan Hartman gave an overview on the proposed amendment to accommodate debris removal work crews need for storage.

Motion by Zuccolillo, seconded by Schuster, considered waiving the reading of entire Town of Paradise Urgency Ordinance No. 577 and adopting Town of Paradise Urgency Ordinance No. 577, "An Amendment to Urgency Ordinance 572 of the Town Council of the Town of Paradise Establishing Requirements for the Removal of Fire Damaged Debris From Private Property Following the Camp Fire, to allow for the temporary placement of vehicle and equipment yards, as defined in PMC Section 17.04.500, associated with debris removal through the issuance of a temporary use permit." Roll call vote was unanimous. (540-16-141, 540-16-146, 420-25-004)

- 6c. Marc Mattox Town Engineer gave an overview of the process of selecting a consultant for the rebuild effort. Stated the department is lacking a building official and plan checker.

Martin Olson, with WC3 thought his and another company were the only ones with the required 1 year of disaster experience. Did not understand how 4Leaf met the requirement.

MOTION by Zuccolillo, seconded by Shuster, authorized staff to enter negotiations with recommended consultant for Recovery and Rebuild Services (Development Services staff augmentation) and authorize the Town Manager to enter into an agreement (or multiple agreements, if needed.) The contractual staff augmentation will be on an "as needed" basis to assist with the disaster recovery and rebuild process. Roll Call vote was unanimous. (710-05-022, 510-20-223)

- 6d. This item has been postponed to a future meeting - Consider authorizing the Town Manager to enter into an agreement with Hero CMO for communication strategy and support services with an agreement not to exceed \$102,215 contingent upon grant award from the Butte Strong Fund.

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items – See 1f and 1g.

7b. Council reports on committee representation

Council Member Zuccolillo attended a meeting regarding mobile home park owners.

Council Member Schuster attended meetings for Explore Butte County, Mosquito and Vector District, Barry Long with UDA, Connect with Council, Shasta Cascade Wonderland, BCAG and BCAQMD, Cordova High School made 19 dog houses and donated them to Animal Control.

Council Member Crowder attended connect with Council, PPD ride along, a check presentation at Paradise Unified School District.

Council Member Bolin attended Connect with Council and a finance committee meeting.

Mayor Jones was asked to testify at the PG&E bankruptcy hearing.

7c. Future Agenda Items – Mayor Jones is concerned about how people will be eligible to vote in Paradise and how the census will determine the population in Paradise.

Update on Paradise Sewer Project - Alternative Selection (Mayor Jones)

Mayor Jones spoke on the Sewer Project, stated that a federal funding source we were originally not qualified to apply for has become available. Mayor Jones stated that the Council needs to select an alternative plan to take into the environmental process. She stated that the meetings with state representatives look promising that we will get funding for the environmental phase. The alternative plans include connecting to Chico's waste system, or building our own waste system.

8. STAFF COMMUNICATION

8a. Town Manager Report – None

Mayor Jones adjourned the meeting to Closed Session at 9:34 p.m.

9. CLOSED SESSION

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

At 10:05 p.m. Mayor Jones reconvened the meeting and announced that the Town Council met in closed session to discuss labor relations with Town of Paradise Employee groups and gave direction to staff.

10. ADJOURNMENT

Mayor Jones adjourned the meeting at 10:06 p.m.

Date Approved:

Jody Jones, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
APRIL 1, 2019 - APRIL 30, 2019

April 1, 2019 - April 30, 2019

Check Date	Pay Period End	DESCRIPTION	AMOUNT
04/05/19	03/31/19	Net Payroll - Direct Deposits & Checks	\$125,573.15
04/19/19	04/14/19	Net Payroll - Direct Deposits & Checks	\$114,996.52
TOTAL NET WAGES PAYROLL			\$240,569.67

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$244,352.56
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$452,979.63
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$697,332.19</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$937,901.86</u></u>

APPROVED BY: _____
LAUREN GILL, TOWN MANAGER

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

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
73901	04/01/2019	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
73902	04/01/2019	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
73903	04/01/2019	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
73904	04/01/2019	Open			Accounts Payable	MOORE, DWIGHT, L.	\$15,483.00		
73905	04/01/2019	Open			Accounts Payable	SBA Monarch Towers III LLC	\$142.32		
73906	04/01/2019	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$906.47		
73907	04/01/2019	Open			Accounts Payable	WESTAMERICA BANK	\$20,137.76		
73908	04/05/2019	Open			Accounts Payable	Afiac	\$146.92		
73909	04/05/2019	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$100.00		
73910	04/05/2019	Open			Accounts Payable	Met Life	\$7,899.12		
73911	04/05/2019	Open			Accounts Payable	OPERATING ENGINEERS	\$1,021.00		
73912	04/05/2019	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,474.00		
73913	04/05/2019	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
73914	04/05/2019	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,399.00		
73915	04/05/2019	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$664.07		
73916	04/05/2019	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$90.00		
73917	04/11/2019	Open			Accounts Payable	3 CORE, INC.	\$10,000.00		
73918	04/11/2019	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$229.86		
73919	04/11/2019	Open			Accounts Payable	APEX FENCE CO., INC.	\$100,500.00		
73920	04/11/2019	Open			Accounts Payable	Asbury Environmental Services	\$134.69		
73921	04/11/2019	Open			Accounts Payable	AT&T MOBILITY	\$88.96		
73922	04/11/2019	Open			Accounts Payable	BATTERIES PLUS	\$85.37		
73923	04/11/2019	Open			Accounts Payable	Bear Electric Solutions	\$8,248.00		
73924	04/11/2019	Open			Accounts Payable	Big O Tires	\$25.00		
73925	04/11/2019	Open			Accounts Payable	Biometrics4ALL, Inc	\$1.50		
73926	04/11/2019	Open			Accounts Payable	BOYS AND GIRLS CLUB	\$5,056.62		
73927	04/11/2019	Open			Accounts Payable	BUTTE CO RECORDER	\$32.00		
73928	04/11/2019	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$143.00		
73929	04/11/2019	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$55.00		
73930	04/11/2019	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$182.23		
73931	04/11/2019	Voided	Incorrect Amount	04/15/2019	Accounts Payable	CATALYST WOMEN'S ADV. INC.	\$1,659.00		
73932	04/11/2019	Open			Accounts Payable	Chamness, Justin	\$352.00		
73933	04/11/2019	Open			Accounts Payable	COMCAST CABLE	\$243.16		
73934	04/11/2019	Open			Accounts Payable	COMCAST CABLE	\$78.16		
73935	04/11/2019	Open			Accounts Payable	CONTRA COSTA COUNTY SHERIFF'S OFFICE	\$816.00		
73936	04/11/2019	Open			Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$950.99		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

73937	04/11/2019	Open	Accounts Payable	Crowder, Steven	\$265.00
73938	04/11/2019	Open	Accounts Payable	ENTENMANN-ROVIN COMPANY	\$123.93
73939	04/11/2019	Open	Accounts Payable	Entersect	\$84.95
73940	04/11/2019	Open	Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$476.25
73941	04/11/2019	Open	Accounts Payable	EXPRESS LUBE & OIL, ,	\$519.45
73942	04/11/2019	Open	Accounts Payable	Hille, Steven A	\$265.00
73943	04/11/2019	Open	Accounts Payable	INDUSTRIAL POWER PRODUCTS	\$23.04
73944	04/11/2019	Open	Accounts Payable	INLAND BUSINESS MACHINES	\$49.10
73945	04/11/2019	Open	Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$325.00
73946	04/11/2019	Open	Accounts Payable	Jones, Jody	\$265.00
73947	04/11/2019	Open	Accounts Payable	KNIFE RIVER CONSTRUCTION	\$1,365.76
73948	04/11/2019	Open	Accounts Payable	KNIFE RIVER CONSTRUCTION	\$525.63
73949	04/11/2019	Open	Accounts Payable	LIFE ASSIST INC	\$259.56
73950	04/11/2019	Open	Accounts Payable	Meyers Police K-9 Training, LLC	\$740.00
73951	04/11/2019	Open	Accounts Payable	Mt Shasta Spring Water Co., Inc	\$56.26
73952	04/11/2019	Open	Accounts Payable	NATIONAL PUBLIC SAFETY INFORMATION BUREAU	\$149.00
73953	04/11/2019	Open	Accounts Payable	NCCSIF TREASURER	\$105,448.75
73954	04/11/2019	Open	Accounts Payable	NORTHGATE PETROLEUM CO	\$6,065.10
73955	04/11/2019	Open	Accounts Payable	O'REILLY AUTO PARTS	\$26.15
73956	04/11/2019	Open	Accounts Payable	OFFICE DEPOT ACCT#36233169	\$871.89
73957	04/11/2019	Open	Accounts Payable	PACIFIC GAS & ELECTRIC	\$214.67
73958	04/11/2019	Open	Accounts Payable	PARADISE AUTO BODY	\$1,566.49
73959	04/11/2019	Open	Accounts Payable	PARADISE IRRIGATION DIST	\$216.51
73960	04/11/2019	Open	Accounts Payable	PARADISE RECREATION & PARK DISTRICT	\$130.00
73961	04/11/2019	Open	Accounts Payable	PBM SUPPLY & MFG INC	\$338.47
73962	04/11/2019	Open	Accounts Payable	PEERLESS BUILDING MAINT	\$700.00
73963	04/11/2019	Open	Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$1,240.00
73964	04/11/2019	Open	Accounts Payable	RENTAL GUYS - CHICO	\$101.47
73965	04/11/2019	Open	Accounts Payable	Riebes Auto Parts	\$18.79
73966	04/11/2019	Voided	Training Cancelled	04/23/2019	
73967	04/11/2019	Open	Accounts Payable	Rubinoff, Ryan	\$352.00
73968	04/11/2019	Open	Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$100.00
73969	04/11/2019	Open	Accounts Payable	Spherion Staffing	\$2,587.98
73970	04/11/2019	Open	Accounts Payable	T and S DVBE Inc.	\$1,820.67
73971	04/11/2019	Open	Accounts Payable	Tahoe Pure Water Co.	\$75.00
73972	04/11/2019	Open	Accounts Payable	Tesco Controls, Inc	\$4,021.88
73973	04/11/2019	Open	Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$1,292.71
73974	04/11/2019	Open	Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$63.11
73975	04/11/2019	Open	Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$52.49
73975	04/11/2019	Open	Accounts Payable	Tri Flame Propane	\$96.19

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

73976	04/11/2019	Open		Accounts Payable	UNIFORMS TUXEDOS & MORE	\$56.79
73977	04/11/2019	Open		Accounts Payable	UNITED RENTALS, INC.	\$1,042.46
73978	04/11/2019	Open		Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$384.00
73979	04/11/2019	Voided	Training Cancelled 04/23/2019	Accounts Payable	Vang, Chounburi	\$352.00
73980	04/11/2019	Open		Accounts Payable	VERIZON WIRELESS	\$905.85
73981	04/11/2019	Open		Accounts Payable	YOUTH FOR CHANGE	\$1,926.99
73982	04/11/2019	Open		Accounts Payable	Finger, Ron	\$99.74
73983	04/11/2019	Open		Accounts Payable	Finger, Ron	\$40.88
73984	04/11/2019	Open		Accounts Payable	Finger, Ron	\$81.75
73985	04/11/2019	Open		Accounts Payable	Finger, Ron	\$81.75
73986	04/11/2019	Open		Accounts Payable	Finger, Ron	\$164.01
73987	04/11/2019	Open		Accounts Payable	Finger, Ron	\$140.61
73988	04/11/2019	Open		Accounts Payable	Fogot, Mike	\$161.32
73989	04/11/2019	Open		Accounts Payable	Fogot, Mike	\$19.62
73990	04/11/2019	Open		Accounts Payable	Fogot, Mike	\$27.80
73991	04/11/2019	Open		Accounts Payable	Fogot, Mike	\$134.07
73992	04/11/2019	Open		Accounts Payable	Haviland, Perry	\$537.37
73993	04/11/2019	Open		Accounts Payable	Kibler, Robert	\$100.28
73994	04/11/2019	Open		Accounts Payable	Kibler, Robert	\$100.28
73995	04/11/2019	Open		Accounts Payable	Kibler, Robert	\$121.54
73996	04/15/2019	Open		Accounts Payable	CATALYST WOMEN'S ADV. INC.	\$1,649.00
73997	04/17/2019	Open		Accounts Payable	BHS LOAN/BALANCE OF INSURANCE PROCEEDS	\$40,214.07
73998	04/19/2019	Open		Accounts Payable	ICMA 457 - VANTAGEPOINT	\$100.00
73999	04/19/2019	Open		Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76
74000	04/25/2019	Open		Accounts Payable	ACCELA, INC.	\$4,800.00
74001	04/25/2019	Open		Accounts Payable	ACCESS INFORMATION PROTECTED	\$52.41
74002	04/25/2019	Open		Accounts Payable	AIRGAS SAFETY, INC.	\$348.78
74003	04/25/2019	Open		Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,617.92
74004	04/25/2019	Open		Accounts Payable	AT&T MOBILITY	\$13.66
74005	04/25/2019	Open		Accounts Payable	Bear Electric Solutions	\$16,567.00
74006	04/25/2019	Open		Accounts Payable	Bears & Buddies	\$4.00
74007	04/25/2019	Open		Accounts Payable	Bender Rosenthal, Inc.	\$366.80
74008	04/25/2019	Open		Accounts Payable	Big O Tires	\$119.95
74009	04/25/2019	Open		Accounts Payable	BOYS AND GIRLS CLUB	\$1,315.36
74010	04/25/2019	Open		Accounts Payable	Cal OES - Accounting Branch	\$2,419.20
74011	04/25/2019	Open		Accounts Payable	California Professional Safety & Supply	\$87.52
74012	04/25/2019	Open		Accounts Payable	CATALYST WOMEN'S ADV. INC.	\$2,387.00
74013	04/25/2019	Open		Accounts Payable	COMCAST CABLE	\$258.16
74014	04/25/2019	Open		Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$6,544.31

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

74015	04/25/2019	Open	Accounts Payable	Crowder, Steven	\$180.08
74016	04/25/2019	Open	Accounts Payable	DATCO SERVICES CORPORATION	\$189.00
74017	04/25/2019	Open	Accounts Payable	Dry Creek Construction	\$4.00
74018	04/25/2019	Open	Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$299.00
74019	04/25/2019	Open	Accounts Payable	ESRI	\$8,750.00
74020	04/25/2019	Open	Accounts Payable	Explore Butte County	\$6,875.74
74021	04/25/2019	Open	Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31
74022	04/25/2019	Open	Accounts Payable	Herc Rentals Inc.	\$2,324.52
74023	04/25/2019	Open	Accounts Payable	INLAND BUSINESS MACHINES	\$924.80
74024	04/25/2019	Open	Accounts Payable	Kittelson & Associates Inc	\$2,096.89
74025	04/25/2019	Open	Accounts Payable	KNIFE RIVER CONSTRUCTION	\$819.29
74026	04/25/2019	Open	Accounts Payable	Koff & Associates	\$1,876.00
74027	04/25/2019	Open	Accounts Payable	LACO Associates	\$44.00
74028	04/25/2019	Open	Accounts Payable	Mt Shasta Spring Water Co., Inc	\$14.95
74029	04/25/2019	Open	Accounts Payable	MUNICIPAL CODE CORP	\$399.00
74030	04/25/2019	Open	Accounts Payable	NORTH VALLEY BARRICADE, INC.	\$137.38
74031	04/25/2019	Open	Accounts Payable	NORTHSTAR	\$2,336.22
74032	04/25/2019	Open	Accounts Payable	NWN Corporation	\$491.73
74033	04/25/2019	Open	Accounts Payable	O'REILLY AUTO PARTS	\$36.61
74034	04/25/2019	Open	Accounts Payable	OFFICE DEPOT ACCT#36233169	\$77.18
74035	04/25/2019	Open	Accounts Payable	PACIFIC GAS & ELECTRIC	\$6,130.24
74036	04/25/2019	Open	Accounts Payable	PARADISE IRRIGATION DIST	\$716.59
74037	04/25/2019	Open	Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$253.65
74038	04/25/2019	Open	Accounts Payable	PBM SUPPLY & MFG INC	\$2,633.41
74039	04/25/2019	Open	Accounts Payable	PEERLESS BUILDING MAINT	\$700.00
74040	04/25/2019	Open	Accounts Payable	PERKINS MOBILE AUTO GLASS	\$895.00
74041	04/25/2019	Open	Accounts Payable	Riebes Auto Parts	\$16.94
74042	04/25/2019	Open	Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$75.00
74043	04/25/2019	Open	Accounts Payable	Spherion Staffing	\$798.00
74044	04/25/2019	Open	Accounts Payable	Stratti	\$24,219.74
74045	04/25/2019	Open	Accounts Payable	Synergy Home Improvement	\$44.00
74046	04/25/2019	Open	Accounts Payable	T and S DVBE Inc.	\$979.66
74047	04/25/2019	Open	Accounts Payable	TeleCheck Services, Inc.	\$35.00
74048	04/25/2019	Open	Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$1,291.15
74049	04/25/2019	Open	Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$7.86
74050	04/25/2019	Open	Accounts Payable	Tough Company Fire Inc	\$750.00
74051	04/25/2019	Open	Accounts Payable	TUCKER PEST CONTROL INC	\$86.00
74052	04/25/2019	Open	Accounts Payable	VERIZON WIRELESS	\$425.46
74053	04/25/2019	Open	Accounts Payable	YOUTH FOR CHANGE	\$800.00

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

Type Check Totals:					\$472,342.42
<u>EFT</u>					
847	04/01/2019	Open	Accounts Payable	STATE BOARD OF EQUALIZATION	\$283.84
848	04/05/2019	Open	Accounts Payable	CALPERS	\$111,211.14
849	04/05/2019	Open	Accounts Payable	CALPERS - RETIREMENT	\$28,250.84
850	04/05/2019	Open	Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$5,837.00
851	04/05/2019	Open	Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,426.57
852	04/05/2019	Open	Accounts Payable	INTERNAL REVENUE SERVICE	\$20,934.46
853	04/19/2019	Open	Accounts Payable	CALPERS - RETIREMENT	\$27,721.39
854	04/19/2019	Open	Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,848.36
855	04/19/2019	Open	Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$4,867.69
856	04/19/2019	Open	Accounts Payable	INTERNAL REVENUE SERVICE	\$17,971.48
Type EFT Totals:			10 Transactions		\$227,352.77
AP - US Bank TOP AP Checking Totals					

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	150	\$469,979.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	3	\$2,363.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	153	\$472,342.42	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$227,352.77	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	10	\$227,352.77	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	160	\$697,332.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	3	\$2,363.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	163	\$699,695.19	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	150	\$469,979.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	3	\$2,363.00	\$0.00
	Stopped	0	\$0.00	\$0.00

CASH DISBURSEMENTS REPORT

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

		Total	153	\$472,342.42	\$0.00
EFTs	Status	Count		Transaction Amount	Reconciled Amount
	Open	10		\$227,352.77	\$0.00
	Reconciled	0		\$0.00	\$0.00
	Voided	0		\$0.00	\$0.00
	Total	10		\$227,352.77	\$0.00
All	Status	Count		Transaction Amount	Reconciled Amount
	Open	160		\$697,332.19	\$0.00
	Reconciled	0		\$0.00	\$0.00
	Voided	3		\$2,363.00	\$0.00
	Stopped	0		\$0.00	\$0.00
	Total	163		\$699,695.19	\$0.00



**Town of Paradise
Council Agenda Summary
Date: May 14, 2019**

Agenda Item: 2(c)

Originated by: Gina S. Will, Administrative Services Director/Town Treasurer

Reviewed by: Lauren Gill, Town Manager

Subject: Disaster Recovery Management Services

Council Action Requested:

1. Authorize the Town Manager, Administrative Services Director and Town Attorney to negotiate a service extension with Ernst & Young LLP for Disaster Recovery Management Services; and
2. Authorize the Town Manager to execute the appropriate documents.

Alternatives:

Decline to authorize staff to enter an agreement with Ernst & Young, and direct staff to explore other means for completing the work necessary to continue financial recovery.

Background:

On November 8, 2018, the most destructive wildfire in California history began in Butte County, California and quickly spread to the Town of Paradise. The fire ultimately destroyed most residences and businesses within Paradise which significantly impacts the Town's revenue sources and ability to provide services. In addition, the Town sustained loss of public infrastructure, facilities and equipment.

After going through a comprehensive procurement review process, the Town of Paradise entered into an agreement with Ernst & Young LLP (EY) on January 15, 2019, to assist with insurance and FEMA claim preparation and financial recovery. The agreement was for an amount not to exceed \$500,000.

Discussion:

To date, Greg Eaton (former FEMA Region 6 Recovery Division Director) and his EY team, have navigated a very complex insurance and FEMA public assistance claim process. The framework for the claims and the majority of the damage assessment details have been cataloged and entered into comprehensive spreadsheets. Hazard Mitigation Grant Program notice of interests have been completed. In addition, Greg and team have coordinated and attended countless meetings and explored numerous funding opportunities in order to help develop a financial recovery strategy. Finally, EY

has supported Administrative leadership including the Town Manager and Finance Director and provided depth and experience that would not have been possible without the support. EY has dedicated around three professionals per week at Town Hall and other professionals as needed remotely to further the Town's recovery progress.

It is estimated that mid-June 2019, the Town will have expended the current agreement. The Town will begin transitioning from claim preparation to project development and project management. In order to get through that transition and finish the claim preparation process, additional support from EY is needed. Staff simply does not have the hours or bandwidth to complete the transition without support. Staff recommends an extension of \$500,000 with the expectation that this will provide the needed assistance through December 31, 2019.

Fiscal Analysis:

The Town will be charged an hourly rate ranging from \$298.00 from Project Executive to \$133.00 for Staff Consultant per hour depending on the expertise and assignment of the individual on the engagement. Many of the hours will be reimbursable through the administrative fees allowed under the public assistance FEMA/Cal OES grant claim. The remaining fees will be recouped through the insurance settlement and through other funding sources identified by the consultants.

**ATTACHMENT B
COST PROPOSAL FORM**

The Town prefers to issue-fixed price or cost reimbursement type agreements. All non-labor related costs and other than direct costs will be billed to the Town at cost without mark-up.

<u>POSITIONS</u>	<u>HOURLY RATES</u>
Project Executive	\$ <u>298.00</u>
Subject Matter Expert	\$ <u>279.00</u>
Project Manager	\$ <u>279.00</u>
Project Accountant	\$ <u>253.00</u>
Senior Closeout Specialist	\$ <u>253.00</u>
Closeout Specialist	\$ <u>186.00</u>
Other: <u>Manager</u>	\$ <u>253.00</u>
Other: <u>Senior Consultant</u>	\$ <u>186.00</u>
Other: <u>Staff Consultant</u>	\$ <u>133.00</u>

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position.

ATTACHMENT E

**TOWN OF PARADISE
PROFESSIONAL SERVICES AGREEMENT
WITH ERNST & YOUNG LLP**

This "Agreement" is made as of this 15th day of January, 2019, the Town of Paradise, a municipal corporation ("Town"), and Ernst & Young LLP a Limited Liability Partnership ("Contractor").

RECITALS

A. Town desires to engage a firm with experience in the entire scope of post disaster recovery management in order to development a strategic plan for financial recovery.

B. Town desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to this Agreement.

C. Contractor represents to Town that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, Town and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to Town the services described in Exhibit A ("Scope of Services") Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. Town shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Contractor shall submit monthly statements to Town which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel

who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall Town be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of five hundred thousand dollars (\$500,000.00) Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The Town's Administrative Services Director is authorized to pay all proper claims.

3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide Town, the State of California, the Federal Emergency Management Agency ("FEMA") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

4. INDEMNITY

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Town, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate

to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of Town.

b. The existence or acceptance by Town of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of Town's rights under this Section 4, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for Town's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide Town notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by Town as a material breach of this Agreement by Contractor, whereupon Town shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of Town pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to Town under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of Town, in Town's sole and absolute discretion. Contractor agrees that the Town shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be

served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

Town Representative:

Lauren Gill, Town Manager
Town of Paradise
5555 Skyway
Paradise, CA 95969

Contractor Representative:

Allen Melton
2323 Victory Avenue, Suite 2000
Dallas, TX 75219

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of Town. Town is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold Town harmless from any and all claims that may be made against Town based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of Town as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use Town facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the Town does not require that Contractor use Town facilities, equipment or support services or work in Town locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between Town and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

Town and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. Town shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If Town gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. Town shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to Town an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. Town shall pay Contractor for any services for which compensation is owed; provided, however, Town shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to Town all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of Town without additional compensation to Contractor.

d. Town shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the Town demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is

conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the Town against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

12. REMEDIES UPON DEFAULT

This Section 12 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, Town shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to Town at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate Town for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by Town to terminate this Agreement unless Town has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If Town takes any of the previous remedial actions without terminating this Agreement Town may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the Town, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Contractor. However, Town must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where Town may proceed without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse Town for all costs, including costs of settlements, defense, court costs, and attorneys' fees that Town may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that Town may now or later hold shall in any way constitute a bar or defense to any action initiated by Town for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to Town is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that Town may have otherwise agreed in writing, no waiver by Town of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by Town to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by Town of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of Town of any one or more of the remedies set forth in this Section 12 shall not affect the rights of Town or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to Town is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Town to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish Town notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include

the provisions of this subsection (h) to require each subcontractor of Contractor to provide Town notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

13. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of Town, not later than December 31, 2024.

14. STANDARD OF PERFORMANCE

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to Town shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this Agreement. Contractor shall notify Town in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that Town, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because Town, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from Town of the desire of Town for the removal of such person.

15. CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of Town or that would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of Town. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town at all times during the performance of this Agreement.

16. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The Town's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the Town's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the

Political Reform Act and the Town's Conflict of Interest Code:

yes no

If "yes" is checked by the Town, Contractor shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- (2) Cause these individuals to file with the Town Clerk the assuming office statements of economic interests required by the Town's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the Town Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the Town's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The Town may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

17. CONFIDENTIALITY OF TOWN INFORMATION

During performance of this Agreement, Contractor may gain access to and use Town information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "Town Information") that are valuable, special and unique assets of the Town. Contractor agrees to protect all Town Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any Town Information to any third party without the prior written consent of Town. In addition, Contractor shall comply with all Town policies governing the use of the Town network and technology systems. A violation by Contractor of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

18. CONTRACTOR INFORMATION

a. Town shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by Town.

b. Contractor shall fully defend, indemnify and hold harmless Town, its officers and employees, and each and every one of them, from and against any and all claims,

actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. Town shall make reasonable efforts to notify Contractor not later than ten (10) days after Town is served with any such claim, action, lawsuit or other proceeding, provided that Town's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by Town, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to Town, Town shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the Town, satisfactory to the Town Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by Town in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by Town and/or to enter into an agreement with Town, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by Town pursuant to applicable procedures required by the Public Records Act.

18. FEDERAL PROVISIONS

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

19. GENERAL PROVISIONS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Contractor shall pay to Town when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Paradise Town Code. Town may deduct

any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. **Discrimination Prohibited.** With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. **Governing Law; Venue.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Butte County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. **Waiver of Rights.** Neither Town acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. **Incorporation of Attachments and Exhibits.** The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to Town that it is (a) a duly organized and validly existing Limited Liability Partnership, formed and in good standing under the laws of the State of Delaware, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

Allen Melton

CONTRACTOR:

TOWN OF PARADISE
a Municipal Corporation

Name of Firm: Ernst & Young LLP

TYPE OF BUSINESS ENTITY (check one):

By: 

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Print Name: Lauren Gill

Title: Town Manager

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: 

Office of the Town Attorney

Print Name: Allen Melton

ATTEST:

Title: Partner

By: _____

Town Clerk

Print Name: _____

Title: _____

Town of Paradise Business Tax Cert. No.

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation
- Exhibit C - Federal Provisions

ATTACHEMENT F
FEDERAL PROVISIONS

A. Definitions

1. Government means the United States of America and any executive department or agency thereof.
2. FEMA means the Federal Emergency Management Agency.
3. Third Party Subcontract means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section A shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause

set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section B shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
2. Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000

financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by Town. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the Town of Paradise, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress,

or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

1. **DHS Seal.** Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. **FEMA Assistance.** Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
2. **Federal Government Not Party.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to Town, Contractor, or any other party pertaining to any matter resulting from this Agreement.
3. **False Claims.** Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

J. Equal Employment Opportunity

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for

noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**ATTACHMENT G
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

- A. Insurance Policies:** Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the Town.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the Town in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

- a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by Town shall be excess of the Contractor's insurance and shall not contribute with it; and,
- b. **The Town of Paradise, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish Town with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the Town before work commences and must be in effect for the duration of the Agreement. The Town reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or Town. Self-insured retentions above \$10,000 must be approved by Town. At Town's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. Town reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



**Town of Paradise
Council Agenda Summary
Date: May 14, 2019**

Agenda Item: 2(d)

Originated by: Eric Reinbold, Police Chief
Reviewed by: Lauren Gill, Town Manager
Subject: Public Safety Recruitment Incentives

Council Action Requested:

- (1) Authorization to Extend Public Safety Recruitment Incentives as approved on December 13, 2016 until December 31, 2020.

Alternatives:

Provide staff with alternative direction.

Background:

Since the November 8, 2018 “Camp Fire” the Paradise Police Department has lost several members of our paid and volunteer staff. Currently seven (7) additional paid staff are in the process of either leaving the area or seeking employment at other local agencies.

Historically, the Paradise Police Department has experienced difficulty in recruiting qualified applicants for the positions of Police Officer and Public Safety Dispatcher due to a state wide supply issue wherein law enforcement agencies are seeing a smaller pool of qualified candidates. The recruitment difficulties have been compounded for the Town of Paradise by the fact that larger agencies, in and outside Butte County, attract candidates by offering greater compensation packages that include higher pay and recruitment incentives.

The Town’s inability to offer higher wages has left the Town of Paradise at a disadvantage; therefore, on April 8, 2014, Town Council approved the re-instatement of the Police Trainee position which included sponsorship of police recruits as they complete the police academy. The Police Trainee position remains the most vital for hiring police officers. In addition to that incentive, the Town has in place the ability to offer experienced applicants a higher starting step on the pay scale by using the different levels within the salary range of the position to recognize valuable and transferable experience.

On August 12, 2014, the Town Council approved the following temporary incentives:

Referral Bonus: Town employees would receive a referral bonus for recruiting a police officer or a public safety dispatch candidate. The candidate must pass all examinations and pre-employment conditions and be hired by the Town before the Town employee receives compensation for the recruitment. \$100 for an entry level applicant and \$300 for a lateral applicant.

Applicant Sign-on Bonus: When an applicant successfully completes all of the testing process and is hired by the Town, that applicant would be entitled to a one time sign-on bonus. Entry Level Police Officer \$1,000, Lateral Police Officer \$3,000, Entry Level Dispatcher \$500, Lateral Dispatcher \$1,500.

Lateral Credited Leave Bank: When a lateral police officer or lateral dispatch applicant is hired by the Town they would receive a one-time 80 vacation hours and 80 sick leave hours credited into their leave bank.

Relocation Assistance: A police officer or dispatcher applicant that resides 60 or more miles away from the Town of Paradise is eligible for a one-time relocation assistance payment of \$1,000 if within 30 days of hire date they move to a location within a 20 miles radius of the Town of Paradise. Payment will be made in the first payroll check following submission of relocation documentation

For the purpose of these incentives an entry level police officer is considered someone that has successfully completed the POST Basic Police Academy prior to their hire date with the Town and was not sponsored through the program by the Town of Paradise. A lateral applicant is defined as having previous or current sworn police officer or non-sworn dispatcher experience of no less than one year. The sworn police officer lateral includes all ranks.

At the time these incentives were brought to Town Council, staff understood the Town's financial challenges but believed that the hiring and recruitment environment required the Town to take action and implement additional incentives. Staff recognized that these incentives may not be necessary in the future and therefore recommended that the new incentives sunset on December 31, 2015.

On December 8, 2015, and again on December 13, 2016, with continued recruitment challenges and vacancies, staff requested extension of these incentives. The most current extension ended December 31, 2018.

Discussion:

The recruitment incentives that Town Council approved have been beneficial and as a result has attracted lateral police officers, entry level police officers, several academy recruits, 1 lateral lieutenant, and several dispatchers. Unfortunately, the Department continues to have vacancies in Patrol, Records, Dispatch and through an announced retirement in October of 2019, the Department will need to recruit a new Administrative Assistant. Staff recommends once again extending the above listed recruitment

incentives through December 31, 2020.

Fiscal Impact Analysis:

Currently there are 2 dispatch positions vacant, with 1 more vacancy expected in the coming weeks, 4 Officers have resigned since the fire and 6 additional sworn vacancies are forthcoming over the next few months. The Department's budget has experienced some salary savings as a result of vacant / unfilled positions. A complete fiscal analysis of the Department's budgeted personnel will be provided through the upcoming budget review process.



TOWN OF PARADISE
Council Agenda Summary
May 14, 2019

AGENDA NO. 2(e)

ORIGINATED BY: Gina Will, Administrative Services Director

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Surplus Town Vehicles and Equipment

COUNCIL ACTION REQUESTED: Adopt a resolution declaring two fire department vehicles and two public works pieces of equipment as surplus property and authorizing disposal thereof by the Town Manager.

BACKGROUND: Given the workload of maintaining over 100 vehicles and equipment by one Fleet Foreman, it is necessary to evaluate the condition and purpose of vehicles periodically. There is maintenance and insurance cost savings associated with surplus a vehicle that is obsolete.

Further, at the time of the 2018 Camp Fire, certain public works equipment was destroyed as the fire swept through Town. Staff is requesting that this equipment is declared as surplus so that they can be disposed of in a legally appropriate manner.

DISCUSSION: The following vehicles and equipment are identified as surplus:

1986 Spartan Ladder Truck	S29XT6C03GC423900
1994 HME Fire Engine	44KFT4283RWZ17871
1997 Caterpillar 416B Backhoe	8ZK07539
2009 Crack Seal Machine	C9SY101391418179

FISCAL IMPACT: In addition to the savings in maintenance and insurance costs, the fire vehicles are expected to be sold for parts or scrap metal and should generate some modest revenue. The public works equipment will be replaced through insurance or through FEMA's public assistance program.

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE,
CALIFORNIA, DECLARING CERTAIN EQUIPMENT AND VEHICLES
SURPLUS AND AUTHORIZING THE DESTRUCTION OR DISPOSAL**

WHEREAS, the Town of Paradise wishes to dispose of two Fire Department vehicles that are obsolete and two public works pieces of equipment that were destroyed in the 2018 Camp Fire, and;

NOW, THEREFORE, be it resolved by the Town Council of the Town of Paradise as follows:

Section 1. The Town hereby declares the following vehicles and equipment as surplus to be disposed of and/or destroyed as appropriate in accordance with the Paradise Municipal Code.

1986 Spartan Ladder Truck	S29XT6C03GC423900
1994 HME Fire Engine	44KFT4283RWZ17871
1997 Caterpillar 416B Backhoe	8ZK07539
2009 Crack Seal Machine	C9SY101391418179

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Jody Jones, Mayor

ATTEST:

By: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM:

By: _____
Dwight L. Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: May 14, 2019**

Agenda Item: 2(f)

Originated by: Gina Will, Administrative Services Director

Reviewed by: Lauren Gill, Town Manager

Subject: Monetary Donations

Council Action Requested:

Accept the various private citizen and business donations offered to the Town of Paradise during the month of April 2019 in the amount of \$107,101.06.

Alternatives:

Do not accept the donations.

Background:

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

Discussion:

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

Fiscal Analysis:

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

Fund	Description	Amount
7808	Canine Protection Unit Donations	0.48
7811	Animal Control Misc. Donations	79.26
7811	Animal Control Camp Fire Recovery	100.00
7815	Camp Fire General Donations	106,921.32
Totals		107,101.06

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



Detail General Ledger Report

G/L Date Range 04/01/19 - 04/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number 7808.30.0000.3650.100 Donations Private Sources							Balance To Date:		(\$26,104.78)
04/29/2019	2019-0000923	JE	RA	Revenue Collection Payment Post	Collections			.48	(26,105.26)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>		<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>
36666	2019-0000953	Permit#: OS19-00880 Receipt#: 36666 Payee: RON ENOS			RON ENOS		04/29/2019	81.00	(.48)
							Total	\$81.00	(\$0.48)
Account Donations Private Sources Totals							\$0.00	\$0.48	(\$26,105.26)
Program Non Program Activity Totals							\$0.00	\$0.48	
Department Police Totals							\$0.00	\$0.48	
Fund Canine Protection Unit Donations Totals							\$0.00	\$0.48	
G/L Account Number 7811.30.4540.3650.100 Donations Private Sources							Balance To Date:		(\$19,755.68)
04/01/2019	2019-0000824	JE	RA	Revenue Collection Payment Post	Collections			.41	(19,756.09)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>		<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>
36327	2019-0000855	Permit#: BP19-00308 Receipt#: 36327 Payee:					04/01/2019	.41	(.41)
							Total	\$0.41	(\$0.41)
04/01/2019	2019-0000824	JE	RA	Revenue Collection Payment Post	Collections			.48	(19,756.57)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>		<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>
36350	2019-0000855	Permit#: OS19-00589 Receipt#: 36350 Payee: RON ENOS			RON ENOS		04/01/2019	81.00	(.48)
							Total	\$81.00	(\$0.48)
04/01/2019	2019-0000824	JE	RA	Revenue Collection Payment Post	Collections			.06	(19,756.63)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>		<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>
36332	2019-0000855	Permit#: PL19-00007 Receipt#: 36332 Payee: JONES PATRICIA CAROLE REV LIVING TRUST			JONES PATRICIA CAROLE REV LIVING TRUST		04/01/2019	115.00	(.06)
							Total	\$115.00	(\$0.06)
04/02/2019	2019-0000863	JE	RA	Revenue Collection Payment Post	Collections			15.00	(19,771.63)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>		<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>
2019-00001424	2019-0000863	Animal Control Activity			Chameleon		04/02/2019	51.00	(15.00)
							Total	\$51.00	(\$15.00)
04/03/2019	2019-0000843	JE	RA	Revenue Collection Payment Post	Collections			.66	(19,772.29)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>		<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>
36378	2019-0000865	Permit#: OS19-00629 Receipt#: 36378 Payee: SAPP LARRY L & JESSICA J FAMILY LIVING TRUST			SAPP LARRY L & JESSICA J FAMILY LIVING TRUST		04/03/2019	285.00	(.66)
							Total	\$285.00	(\$0.66)



Detail General Ledger Report

G/L Date Range 04/01/19 - 04/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number 7811.30.4540.3650.100 Donations Private Sources							Balance To Date:		(\$19,755.68)
04/04/2019	2019-00000863	JE	RA	Revenue Collection Payment Post	Collections			.66	(19,772.95)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>		<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>
36384	2019-00000879	Permit#: OS19-00635 Receipt#: 36384 Payee: HUNT PAUL D TRUST			HUNT PAUL D TRUST		04/04/2019	285.00	(.66)
							Total	\$285.00	(\$0.66)
04/04/2019	2019-00000863	JE	RA	Revenue Collection Payment Post	Collections			.48	(19,773.43)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>		<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>
36385	2019-00000879	Permit#: OS19-00636 Receipt#: 36385 Payee: RON ENOS			RON ENOS		04/04/2019	81.00	(.48)
							Total	\$81.00	(\$0.48)
04/05/2019	2019-00000863	JE	RA	Revenue Collection Payment Post	Collections			.78	(19,774.21)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>		<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>
36407	2019-00000879	Permit#: OS19-00642 Receipt#: 36407 Payee: LARRY KNIFONG			LARRY KNIFONG		04/05/2019	105.00	(.78)
							Total	\$105.00	(\$0.78)
04/05/2019	2019-00000863	JE	RA	Revenue Collection Payment Post	Collections			.66	(19,774.87)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>		<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>
36408	2019-00000879	Permit#: OS19-00643 Receipt#: 36408 Payee: DEAL NATHAN L & CYNTHIA			DEAL NATHAN L & CYNTHIA		04/05/2019	285.00	(.66)
							Total	\$285.00	(\$0.66)
04/06/2019	2019-00000863	JE	RA	Revenue Collection Payment Post	Collections			50.00	(19,824.87)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>		<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>
2019-00001437	2019-00000875	Animal Control Activity			Chameleon		04/06/2019	50.00	(50.00)
							Total	\$50.00	(\$50.00)
04/08/2019	2019-00000863	JE	RA	Revenue Collection Payment Post	Collections			.66	(19,825.53)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>		<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>
36412	2019-00000879	Permit#: BP19-00331 Receipt#: 36412 Payee: RICHARD ELLISON			RICHARD ELLISON		04/08/2019	121.00	(.66)
							Total	\$121.00	(\$0.66)
04/08/2019	2019-00000863	JE	RA	Revenue Collection Payment Post	Collections			.19	(19,825.72)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>		<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>
36419	2019-00000879	Permit#: OS19-00673 Receipt#: 36419 Payee: STAN KOLACZ			STAN KOLACZ		04/08/2019	282.00	(.19)
							Total	\$282.00	(\$0.19)



Detail General Ledger Report

G/L Date Range 04/01/19 - 04/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number 7811.30.4540.3650.100 Donations Private Sources							Balance To Date:		(\$19,755.68)
04/08/2019	2019-0000863	JE	RA	Revenue Collection Payment Post	Collections			.19	(19,825.91)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>	
36420	2019-0000879	Permit#: OS19-00674 Receipt#: 36420 Payee: STAN KOLACZ			STAN KOLACZ	04/08/2019	282.00	(.19)	
							Total	\$282.00	(\$0.19)
04/08/2019	2019-0000863	JE	RA	Revenue Collection Payment Post	Collections			.66	(19,826.57)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>	
36425	2019-0000879	Permit#: OS19-00676 Receipt#: 36425 Payee:				04/08/2019	285.00	(.66)	
							Total	\$285.00	(\$0.66)
04/11/2019	2019-0000863	JE	RA	Revenue Collection Payment Post	Collections			.59	(19,827.16)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>	
36475	2019-0000887	Permit#: BP19-00352 Receipt#: 36475 Payee: G & R ROOFING, INC.			G & R ROOFING, INC.	04/11/2019	151.00	(.59)	
							Total	\$151.00	(\$0.59)
04/15/2019	2019-0000863	JE	RA	Revenue Collection Payment Post	Collections			.19	(19,827.35)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>	
36487	2019-0000890	Permit#: OS19-00737 Receipt#: 36487 Payee: JOHNNY ON THE SPOT PORTABLE TOILETS INC			JOHNNY ON THE SPOT PORTABLE TOILETS INC	04/15/2019	.19	(.19)	
							Total	\$0.19	(\$0.19)
04/15/2019	2019-0000863	JE	RA	Revenue Collection Payment Post	Collections			.97	(19,828.32)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>	
36496	2019-0000890	Permit#: OS19-00744 Receipt#: 36496 Payee: JUBILEE ON THE RIDGE			JUBILEE ON THE RIDGE	04/15/2019	162.00	(.97)	
							Total	\$162.00	(\$0.97)
04/15/2019	2019-0000863	JE	RA	Revenue Collection Payment Post	Collections			.16	(19,828.48)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>	
36501	2019-0000890	Permit#: OS19-00747 Receipt#: 36501 Payee: ED GLEASON			ED GLEASON	04/15/2019	106.00	(.16)	
							Total	\$106.00	(\$0.16)
04/16/2019	2019-0000898	JE	RA	Revenue Collection Payment Post	Collections			.66	(19,829.14)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>	
36505	2019-0000898	Permit#: BP19-00356 Receipt#: 36505 Payee: AIR-ART			AIR-ART	04/16/2019	121.00	(.66)	
							Total	\$121.00	(



Detail General Ledger Report

G/L Date Range 04/01/19 - 04/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number 7811.30.4540.3650.100 Donations Private Sources							Balance To Date:		(\$19,755.68)
04/16/2019	2019-0000898	JE	RA	Revenue Collection Payment Post	Collections			.25	(19,829.39)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36509	2019-0000898	Permit#: BP19-00360 Receipt#: 36509 Payee: PRODUCTION CONSTRUCTION			PRODUCTION CONSTRUCTION	04/16/2019		271.00	(.25)
							Total	\$271.00	(\$0.25)
04/16/2019	2019-0000898	JE	RA	Revenue Collection Payment Post	Collections			.19	(19,829.58)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36504	2019-0000898	Permit#: OS19-00756 Receipt#: 36504 Payee: RON ENOS			RON ENOS	04/16/2019		282.00	(.19)
							Total	\$282.00	(\$0.19)
04/16/2019	2019-0000898	JE	RA	Revenue Collection Payment Post	Collections			.19	(19,829.77)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36511	2019-0000898	Permit#: OS19-00757 Receipt#: 36511 Payee: RON ENOS			RON ENOS	04/16/2019		282.00	(.19)
							Total	\$282.00	(\$0.19)
04/16/2019	2019-0000898	JE	RA	Revenue Collection Payment Post	Collections			.19	(19,829.96)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36512	2019-0000898	Permit#: OS19-00758 Receipt#: 36512 Payee: RON ENOS			RON ENOS	04/16/2019		282.00	(.19)
							Total	\$282.00	(\$0.19)
04/22/2019	2019-0000923	JE	RA	Revenue Collection Payment Post	Collections			.87	(19,830.83)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2019-00001496	2019-0000940	Animal Control Activity			Chameleon	04/22/2019		160.00	(.87)
							Total	\$160.00	(\$0.87)
04/29/2019	2019-0000923	JE	RA	Revenue Collection Payment Post	Collections			.66	(19,831.49)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36670	2019-0000953	Permit#: BP19-00413 Receipt#: 36670 Payee: DANIELS TERRY D & LOYANN			DANIELS TERRY D & LOYANN	04/29/2019		121.00	(.66)
							Total	\$121.00	(\$0.66)
04/29/2019	2019-0000923	JE	RA	Revenue Collection Payment Post	Collections			.66	(19,832.15)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36671	2019-0000953	Permit#: BP19-00414 Receipt#: 36671 Payee: AVILA LISA A ETAL			AVILA LISA A ETAL	04/29/2019		121.00	(.66)
							Total	\$121.00	(\$0.66)



Detail General Ledger Report

G/L Date Range 04/01/19 - 04/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number 7811.30.4540.3650.100 Donations Private Sources							Balance To Date:		(\$19,755.68)
04/29/2019	2019-0000923	JE	RA	Revenue Collection Payment Post	Collections			.59	(19,832.74)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36672	2019-0000953	Permit#: BP19-00415 Receipt#: 36672 Payee: GLENN SCHUKEI			GLENN SCHUKEI	04/29/2019		151.00	(.59)
							Total	\$151.00	(\$0.59)
04/29/2019	2019-0000923	JE	RA	Revenue Collection Payment Post	Collections			.69	(19,833.43)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36678	2019-0000953	Permit#: BP19-00417 Receipt#: 36678 Payee: G S M			G S M	04/29/2019		3,044.00	(.69)
							Total	\$3,044.00	(\$0.69)
04/29/2019	2019-0000923	JE	RA	Revenue Collection Payment Post	Collections			.15	(19,833.58)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36667	2019-0000953	Permit#: OS19-00881 Receipt#: 36667 Payee: CLEWETT PATRICK H			CLEWETT PATRICK H	04/29/2019		711.00	(.15)
							Total	\$711.00	(\$0.15)
04/29/2019	2019-0000923	JE	RA	Revenue Collection Payment Post	Collections			.15	(19,833.73)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36677	2019-0000953	Permit#: OS19-00889 Receipt#: 36677 Payee: NANCY ROBY			NANCY ROBY	04/29/2019		711.00	(.15)
							Total	\$711.00	(\$0.15)
04/30/2019	2019-0000933	JE	RA	Revenue Collection Payment Post	Collections			.31	(19,834.04)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36710	2019-0000960	Permit#: BP19-00426 Receipt#: 36710 Payee: TYLER BRYN A & KANEY-TYLER KARI L			TYLER BRYN A & KANEY-TYLER KARI L	04/30/2019		3,080.00	(.31)
							Total	\$3,080.00	(\$0.31)
04/30/2019	2019-0000933	JE	RA	Revenue Collection Payment Post	Collections			.90	(19,834.94)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
36682	2019-0000960	Permit#: OS19-00892 Receipt#: 36682 Payee: PARADISE APARTMENTS LLC			PARADISE APARTMENTS LLC	04/30/2019		484.00	(.90)
							Total	\$484.00	(\$0.90)
Account Donations Private Sources Totals							\$0.00	\$79.26	(19,834.94)



Detail General Ledger Report

G/L Date Range 04/01/19 - 04/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number 7811.30.4540.3690.100 Donations - Camp Fire 2018 Miscellaneous							Balance To Date:		(\$31,390.23)
04/20/2019	2019-0000923	JE	RA	Revenue Collection Payment Post	Collections			100.00	(31,490.23)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>		<i>Received From</i>		<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2019-00001495	2019-0000939	Animal Control Activity		Chameleon		04/20/2019		100.00	(100.00)
							Total	\$100.00	(\$100.00)
Account Donations - Camp Fire 2018 Miscellaneous Totals							\$0.00	\$100.00	(\$31,490.23)
Program Police - Animal Control Totals							\$0.00	\$179.26	
Department Police Totals							\$0.00	\$179.26	
Fund Animal Control Misc Donations Totals							\$0.00	\$179.26	
G/L Account Number 7815.00.0000.3690.100 Donations - Camp Fire 2018 Miscellaneous							Balance To Date:		(\$449,092.95)
04/09/2019	2019-0000843	JE	RA	Revenue Collection Payment Post	Collections			51,107.50	(500,200.45)
				EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)					
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>		<i>Received From</i>		<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2019-00001432	2019-0000871	Grant 9463: BSF - NVCF - Founder and Grant 9464: BSF - SNBC - Founder for Communication/Public Relations Grant		North Valley Community Foundation		04/09/2019		102,215.00	(102,215.00)
							Total	\$102,215.00	(\$102,215.00)
04/09/2019	2019-0000843	JE	RA	Revenue Collection Payment Post	Collections			51,107.50	(551,307.95)
				EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)					
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>		<i>Received From</i>		<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2019-00001432	2019-0000871	Grant 9463: BSF - NVCF - Founder and Grant 9464: BSF - SNBC - Founder for Communication/Public Relations Grant		North Valley Community Foundation		04/09/2019		102,215.00	(102,215.00)
							Total	\$102,215.00	(\$102,215.00)
04/11/2019	2019-0000863	JE	RA	Revenue Collection Payment Post	Collections			100.00	(551,407.95)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>		<i>Received From</i>		<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2019-00001450	2019-0000892	514 Silver Leaf Drive Oroville, Ca. 95969		Nanci Glassgow		04/11/2019		100.00	(100.00)
							Total	\$100.00	(\$100.00)



Detail General Ledger Report

G/L Date Range 04/01/19 - 04/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance	
G/L Account Number	7815.00.0000.3690.100	Donations -	Camp Fire 2018	Miscellaneous				Balance To Date:	(\$449,092.95)	
04/16/2019	2019-00000863	JE	RA	Revenue Collection Payment	Collections			4,606.32	(556,014.27)	
				Post						
				EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)						
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>		<i>Payment Date</i>	<i>Amount</i>	<i>Distribution Amount</i>	
2019-00001452	2019-00000893	Paradise Fire Recovery Donation - Loyal Order of the			Loyal Order of the Moose Lodge No.		04/16/2019	4,606.32	(4,606.32)	
		Moose Lodge No. 208			208					
							Total	\$4,606.32	(\$4,606.32)	
Account Donations - Camp Fire 2018 Miscellaneous Totals							\$0.00	\$106,921.32	(\$556,014.27)	
Program Non Program Activity Totals							\$0.00	\$106,921.32		
Department Non Department Activity Totals							\$0.00	\$106,921.32		
Fund General Miscellaneous Donations Totals							\$0.00	\$106,921.32		
Grand Totals							\$0.00	\$107,101.06		



**Town of Paradise
Council Agenda Summary
Date: May 14, 2019**

Agenda Item: 2(g)

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

Council Action Requested:

Review and file the 1st and 2nd Quarter Investment Report for the Fiscal Year Ending June 30, 2019.

Alternatives:

Give alternative direction for investment or reporting.

Background:

Attached are reports on the Town's cash and investments for the quarters ended September 30, 2018 and December 31, 2018.

A US Bank checking account is currently being used for payroll, accounts payable and other operating purposes. Most accounts payable disbursements are drawn through checks, and most payroll disbursements are processed through direct deposit. Deposits are fully collateralized and after reserve requirements, provide an earnings credit rate of 0.50% up to the amount of monthly fees.

The Town received a \$5 million cash advance from CalOES in December 2018 for projects and restoration that will be funded through FEMA's public assistance grant program. Those funds are required to be held in a non-interest bearing account. A US Bank non-interest bearing checking account was established to track those funds.

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

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

The Town establishes escrow funds at the start of each new lease. The escrow fund is drawn down to zero through the process of purchasing equipment against the lease. Interest is accrued on any unspent escrow balance. The "other" investment type represents these available escrow funds as well as petty cash balances. As of September 30 and December 31, 2018, there were no available escrow funds.

Discussion

There was a \$227,238 increase in investment balance as of September 30, 2018 as compared to September 30, 2017. However, average investment balances for the 1st quarter was opposite, as the 1st quarter 2017 had \$329,753 more in average cash balances compared to 1st quarter 2018.

With the cash advance from CalOES, there was a \$4,764,839 increase in investment balance as of December 31, 2018 as compared to December 31, 2017. Because the advance was not received until December 2018, the year over year comparison of average investment balances for the 2nd quarter is less dramatic with an increase of \$1,605,510.

With the State advance and a \$1.5 million advance from the insurance carrier against the insurance claim, the Town has sufficient cash flow to avoid the issuance of a TRAN for the 2018/19 fiscal year. However, staff is carefully monitoring cash balances of major funds as certain funds are restricted from “loaning” cash to other funds. For example of the \$8.4 million in cash balances as of December 31, 2018, \$1.3 million is restricted for Business and Housing purposes.

The GASB 45 trust investment managed by SISC experienced a 3.01% gain on investment during the 1st quarter of 2018/19, but a 10.73% decrease during the 2nd quarter of 2018/19. A strong performance in 2017 has been followed with some extreme volatility in 2018. The investment manager reports, “The market environment in 2018 was one of the most challenging years for stock market investors. Unusually, bonds and some alternative investments fared poorly at the same time, which meant traditional asset allocation failed to balance out the losses with some gains. Looking ahead to 2019, while many of the concerns around growth and financial conditions that affected markets in 2018 remain, the risks now appear to be much better reflected in prices...Overall, we expect 2019 to be a better year than 2018.” Long term, SISC has been successful with its allocation model of approximately 60% equity and 40% fixed income.

The Town Treasurer has directed the Trustee, Wells Fargo Bank, to invest the reserve funds of the Paradise RDA Bond 2009 and 2016 and the Pension Obligation Bond in accordance with the Town’s investment policy. The reserve funds had been yielding less than 0.01% in mutual funds. The reserve funds are now invested in CD’s and a Treasury Note that will yield between 1.70% to 2.31% over a one-year period. While these investments and balances are not part of the Town’s idle or operating cash, the yield will ultimately lessen the amount the Town will be required to contribute in future debt service payments.

Fiscal Impact Analysis:

Isolating the gain from the GASB 45 trust, the Town earned \$6,980.14 for the quarter ended September 30, 2018. That is compared to \$3,831.08 for the quarter ended September 30, 2017. Again, isolating the GASB 45 return, over 74 basis points more in average yield was realized compared to the prior year, and about \$329,753 less in average balances were invested.

Isolating the loss from the GASB 45 trust for the 2nd quarter, the Town earned \$8,162.22 for the quarter ended December 31, 2018. That is compared to \$9,670.34 for the quarter ended December 31, 2017. Again, isolating the GASB 45 return, and with the non-interest bearing account, 31 basis point less in average yield was realized compared to the prior year, and about \$1,605,510 more in average balances were invested.

For the fiscal year 2018/19 through December 31, 2018, without the GASB 45 trust, the town earned \$14,339.20. For fiscal year 2017/18 through December 31, 2017, the town earned \$13,501.42.

TOWN OF PARADISE
QUARTERLY SUMMARY OF INVESTMENTS
For Quarter Ended September 30, 2018

Investment	Type	For Quarter Ended Sept. 30, 2018			For Quarter Ended Sept. 30, 2017			Net Change
		Yield	Book Value	Market Value*	Yield	Book Value	Market Value*	
US Bank	Checking	0.50%	499,205.15	499,205.15	0.22%	278,772.50	278,772.50	220,432.65
Local Agency Investment Fund (LAIF)	Various	2.00%	1,196,025.33	1,193,432.83	1.08%	1,271,724.02	1,270,505.80	(75,698.69)
SISC GASB 45 Trust B	Various	3.01%	212,899.95	212,899.95	3.19%	130,395.44	130,395.44	82,504.51
Fiscal Agents & Petty Cash	Other	0.00%	1,350.00	1,350.00	0.00%	1,350.00	1,350.00	-
Totals			1,909,480.43	1,906,887.93		1,682,241.96	1,681,023.74	227,238.47
Total Quarterly Earnings on accrual basis			13,157.12		7,877.50			
Total Annual Earnings (July 1st - September 30th)			13,157.12		7,877.50			

* Market Value determined by LAIF

Reserve Funds Invested

Pension Obligation Bond	\$	1,019,258.76
Paradise RDA Bond 2009		340,000.00
Paradise RDA Bond 2016		78,000.00
	\$	<u>1,437,258.76</u>

Issuer	FDIC Number	Yield	Settlement Date	Maturity Date	Type	Investment	Earnings
Discover Bank	5649	1.700%	01/18/18	01/18/19	CD	245,000.00	4,165.00
Banner Bank	28489	1.700%	01/25/18	01/25/19	CD	173,000.00	2,941.00
US Treasury Note	N/A	2.310%	08/08/18	05/31/19	Treasury	1,019,258.76	19,094.07
						<u>1,437,258.76</u>	<u>26,200.07</u>

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

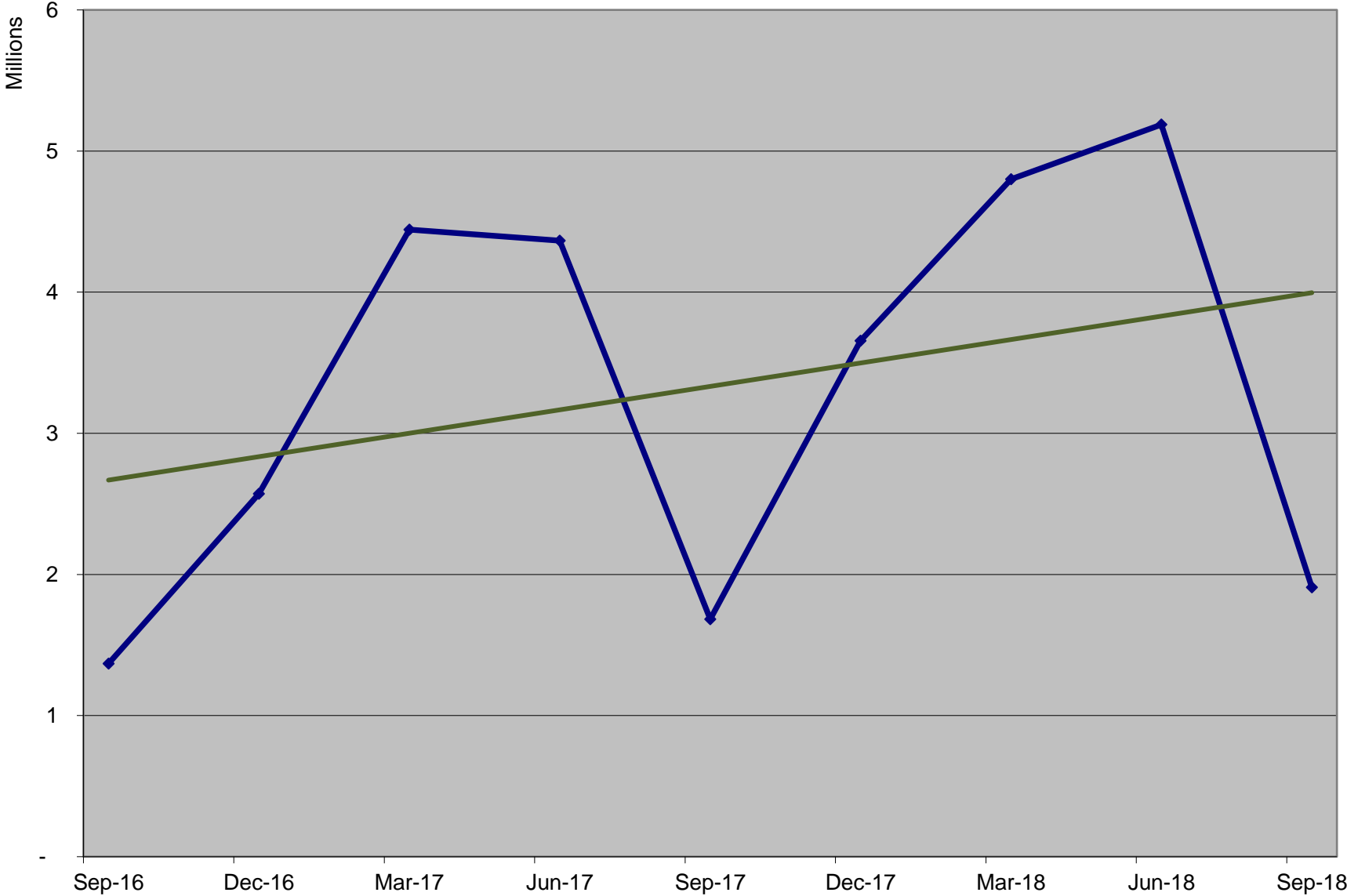
Investments in the report meet the requirements of the Town of Paradise's adopted investment policy.

Respectfully submitted,

/s/

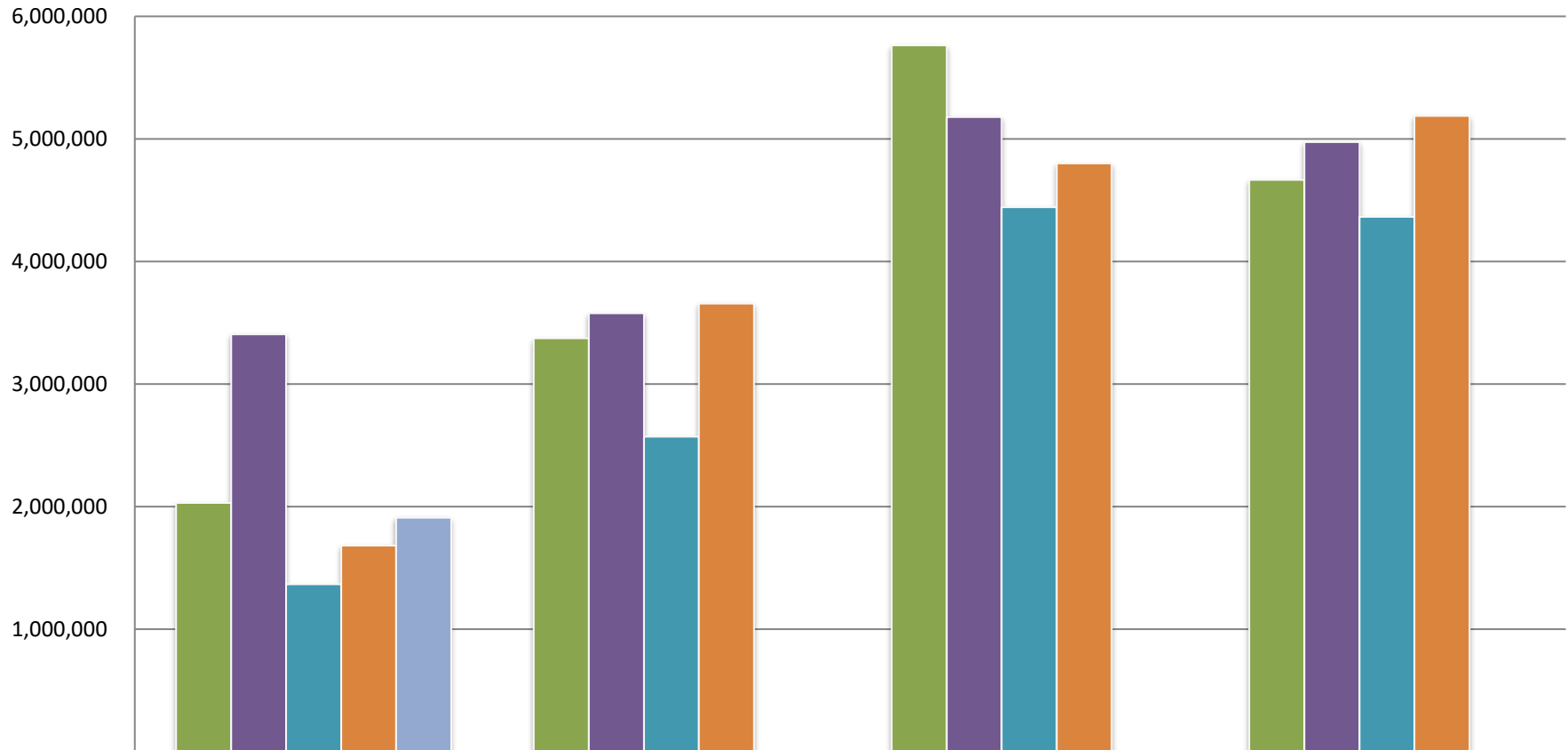
Gina S. Will
 Finance Director/Town Treasurer

**Town of Paradise
Investment Balances with Trendline
September 2016 - September 2018**



	Sep-16	Dec-16	Mar-17	Jun-17	Sep-17	Dec-17	Mar-18	Jun-18	Sep-18
Series1	1,368,222	2,571,507	4,442,724	4,364,776	1,682,242	3,656,046	4,799,878	5,187,419	1,909,480

Town of Paradise Investment Balances 2014/15 - 2018/19



	Sept. 30th	Dec. 31st	March 31st	June 30th
■ 2014/15	2,029,885	3,375,031	5,764,007	4,665,263
■ 2015/16	3,406,433	3,577,592	5,178,404	4,973,367
■ 2016/17	1,368,222	2,571,507	4,442,724	4,364,776
■ 2017/18	1,682,242	3,656,046	4,799,878	5,187,419
■ 2018/19	1,909,480			

TOWN OF PARADISE
 QUARTERLY SUMMARY OF INVESTMENTS
 For Quarter Ended December 31, 2018

Investment	Type	For Quarter Ended Dec. 31, 2018			For Quarter Ended Dec. 31, 2017			Net Change
		Yield	Book Value	Market Value*	Yield	Book Value	Market Value*	
US Bank	Checking	0.50%	2,596,913.75	2,596,913.75	0.22%	692,888.43	692,888.43	1,904,025.32
US Bank - Cal OES Advance	Checking	0.00%	4,526,465.29	4,526,465.29	0.00%	-	-	4,526,465.29
Local Agency Investment Fund (LAIF)	Savings	2.21%	1,106,201.59	1,105,151.95	1.19%	2,825,959.37	2,820,571.76	(1,719,757.78)
SISC GASB 45 Trust B	Various	-10.73%	189,954.06	189,954.06	3.75%	135,848.27	135,848.27	54,105.79
Fiscal Agents & Petty Cash	Other	0.00%	1,350.00	1,350.00	0.00%	1,350.00	1,350.00	-
Totals			8,420,884.69	8,419,835.05		3,656,046.07	3,650,658.46	4,764,838.62
Total Quarterly Earnings on accrual basis			(14,677.22)			14,576.13		
Year-to-Date Earnings (July 1st - December 31st)			(1,520.10)			22,453.63		

* Market Value determined by LAIF

Reserve Funds Invested

2009 RDA Bond	\$	340,000.00
2016 RDA Bond	\$	78,000.00
Pension Obligation Bond		1,019,258.76
	\$	<u>1,437,258.76</u>

Issuer	FDIC Number	Yield	Settlement Date	Maturity Date	Type	Investment	Earnings
US Treasury Note	N/A	2.310%	08/08/18	05/31/19	Treasury	1,019,258.76	19,094.07
Discover Bank	5649	1.700%	01/18/18	01/18/19	CD	245,000.00	4,165.00
Banner Bank	28489	1.700%	01/25/18	01/25/19	CD	173,000.00	2,941.00
						<u>1,437,258.76</u>	<u>26,200.07</u>

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

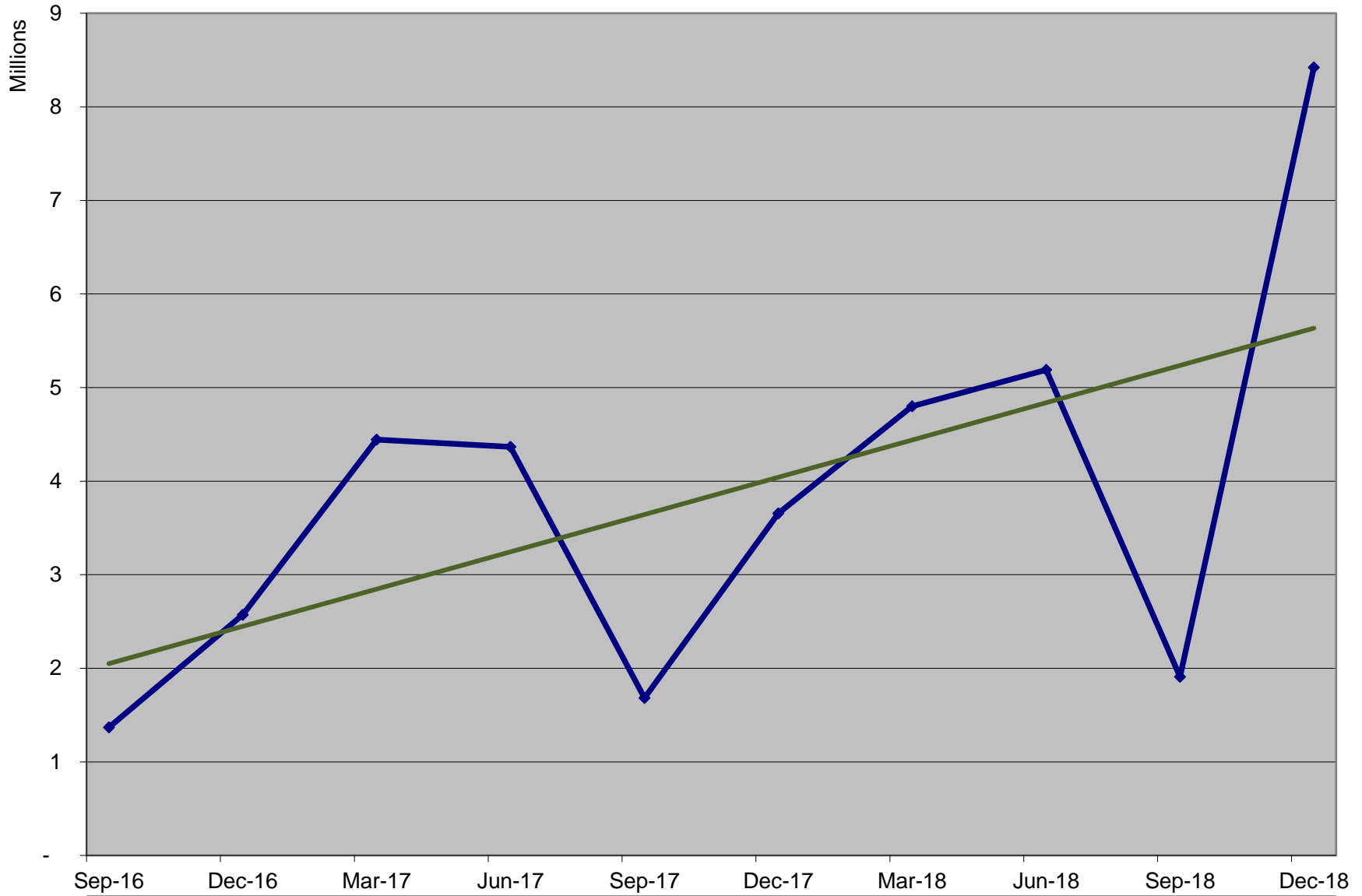
Investments in the report meet the requirements of the Town of Paradise's adopted investment policy.

Respectfully submitted,

/s/

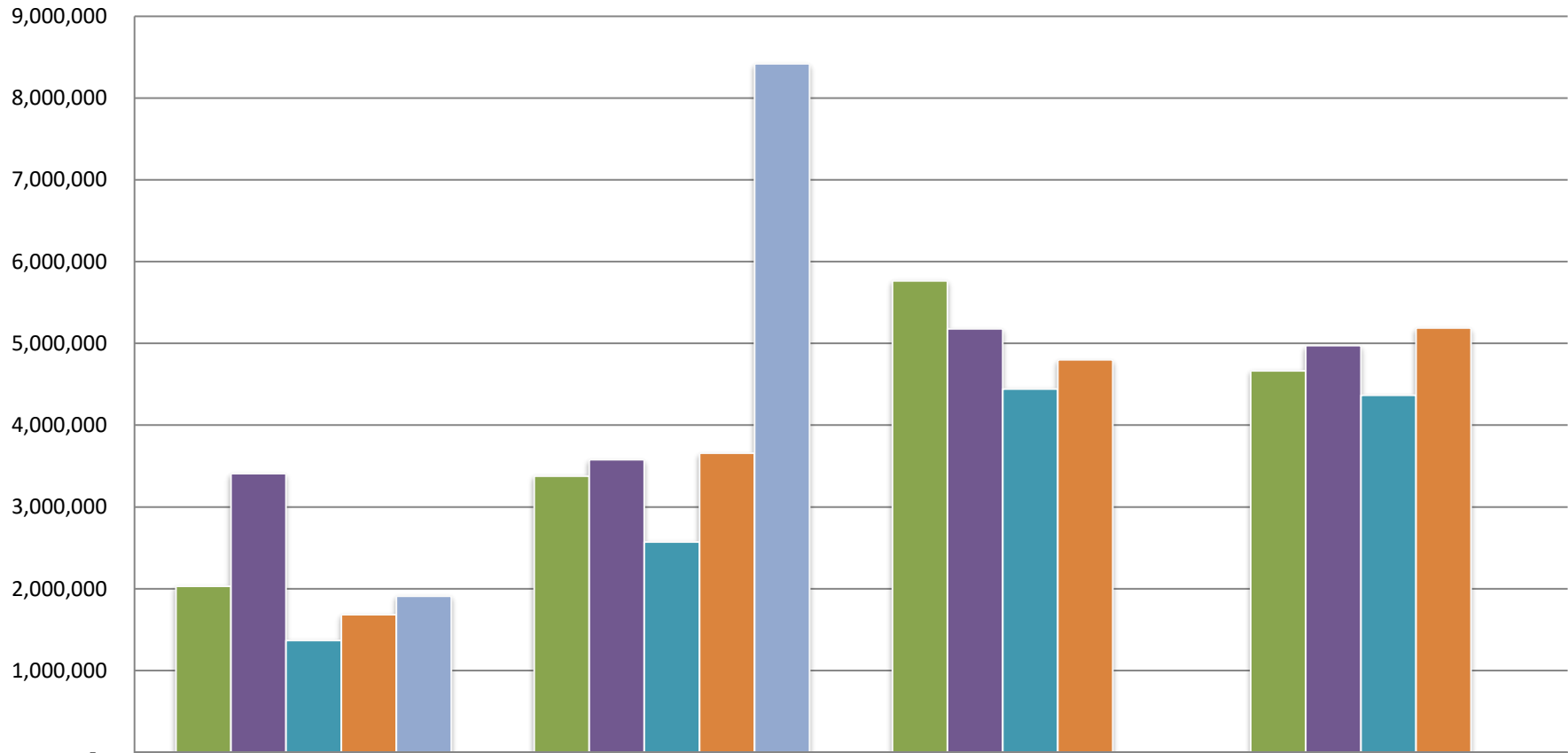
Gina S. Will
 Finance Director/Town Treasurer

**Town of Paradise
Investment Balances with Trendline
September 2016 - December 2018**



	Sep-16	Dec-16	Mar-17	Jun-17	Sep-17	Dec-17	Mar-18	Jun-18	Sep-18	Dec-18
Series1	1,368,222	2,571,507	4,442,724	4,364,776	1,682,242	3,656,046	4,799,878	5,187,419	1,909,480	8,420,885

Town of Paradise Investment Balances 2014/15 - 2018/19



	Sept. 30th	Dec. 31st	March 31st	June 30th
■ 2014/15	2,029,885	3,375,031	5,764,007	4,665,263
■ 2015/16	3,406,433	3,577,592	5,178,404	4,973,367
■ 2016/17	1,368,222	2,571,507	4,442,724	4,364,776
■ 2017/18	1,682,242	3,656,046	4,799,878	5,187,419
■ 2018/19	1,909,480	8,420,885		



TOWN OF PARADISE
Council Agenda Summary
Date: May 14, 2019

Agenda No. 2(h)

ORIGINATED BY: Marc Mattox, Assistant Town Manager
REVIEWED BY: Lauren Gill, Town Manager
SUBJECT: SB-1 Road Maintenance and Rehabilitation Account Project List

COUNCIL ACTION REQUESTED:

1. Adopt a Resolution of the Town Council of the Town of Paradise Adopting a List of Projects for Fiscal Year 2019-20 Funded By SB 1: The Road Repair and Accountability Act of 2017.

Background:

On April 28, 2017, Governor Brown signed Senate Bill 1, the Road Repair and Accountability Act of 2017, increasing per gallon fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees with inflationary adjustments to tax rates in the future for the purpose of addressing road maintenance, rehabilitation, and roadway safety needs. The State Controller will deposit portions of the new funding into the Road Maintenance & Rehabilitation Account (RMRA), which will be apportioned by formula to eligible cities and counties. Funds are anticipated to apportion to cities and counties beginning January 2018.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs and, therefore, requires cities and counties to provide basic RMRA project reporting to the California Transportation Commission (CTC). Per the program's requirements, jurisdictions are required to submit a project list to the CTC with locations, schedule, and estimated useful life of the project before they can receive RMRA funds.

Analysis:

The Town is required to submit a proposed project list for the 2019-2020 Fiscal Year to the CTC by June 1, 2019 in order to receive RMRA funds. The Town will continue to receive apportionments monthly. The League of California Cities estimates that the Town of Paradise will receive \$439,000 of RMRA funds in the 2019/2020 Fiscal Year.

Due to the Camp Fire, the fiscal year 2019-20 revenues from SB 1 are proposed to be used for ongoing maintenance of public roadways with majority of funds to be held indefinitely due to the uncertain future of the Town's transportation network. The recommended strategy for the Town is to hold all transportation funding revenues until the Town's repair efforts can be properly planned.

The Town will report any use of SB 1 revenues within the 2019-20 Fiscal Year, as well as update project in the annual Expenditure Report, that is due to the Commission by October 1st, each year.

Furthermore, the Town will continue to keep the Paradise Gap Closure Complex on the SB-1 Project Listing until completion, estimated in 2020-2021.

Paradise Gap Closure Complex

This project was first proposed for Fiscal Year 2017-18 funding and it is still a major transportation related priority. The project exemplifies the meaning of 'complete streets' effort as work will include road rehabilitation, installation of new sidewalks, bike lanes, bike paths, lighting, and drainage. The useful life of the improvements varies from 10 – 50 years, with construction anticipated to complete in Fall of 2021.

The project will take place along the follow locations:

Almond Street (Pearson to Elliott)
Birch Street (Skyway to Black Olive)
Fir Street (Skyway to Black Olive)
Elliott Road (Skyway to Almond)
Black Olive (Pearson to Fir)
Foster Road (Pearson to Birch)

Financial Impact:

The Town of Paradise anticipates receiving \$439,000 of RMRA funds in the 2019/2020 fiscal year. The funds must be utilized to repair, rehabilitate, or maintain roadways within the Town. SB-1 will fund approximately \$115,000 of gas tax / street operations for the 2018/2019 fiscal year.

**DRAFT
TOWN OF PARADISE
RESOLUTION NO. _____**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-2020
FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our Town are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the Town must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the Town will receive and estimated \$439,000 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the Town is receiving SB 1 funding and will enable the Town to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the Town has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the Town used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the Town maintain and rehabilitate 100 miles of our publicly owned roadways, which in light of the 2018 Camp Fire are in need of additional repairs and improvements; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets

infrastructure, and using cutting-edge technology, materials and practices will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues:

Town Transportation Related Infrastructure Repair and Rehabilitation

Due to the Camp Fire, the fiscal year 2019-20 revenues from SB 1 are proposed to be used for ongoing maintenance of public roadways with majority of funds to be held indefinitely due to the uncertain future of the Town's transportation network. The recommended strategy for the Town is to hold all transportation funding revenues until the Town's repair efforts can be properly planned.

The Town will report any use of SB 1 revenues within the 2019-20 Fiscal Year, as well as update project in the annual Expenditure Report, that is due to the Commission by October 1st, each year.

3. The following previously proposed and adopted project may utilize fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues. With the relisting of this project in the adopted fiscal year resolution, the Town is reaffirming to the public and the State our intent to fund this project with Road Maintenance and Rehabilitation Account revenues:

Paradise Gap Closure Complex

This project was first proposed for Fiscal Year 2017-18 funding and it is still a major transportation related priority. The project exemplifies the meaning of 'complete streets' effort as work will include road rehabilitation, installation of new sidewalks, bike lanes, bike paths, lighting, and drainage. The useful life of the improvements varies from 10 – 50 years, with construction anticipated to complete in Fall of 2021.

The project will take place along the follow locations:

Almond Street (Pearson to Elliott)
Birch Street (Skyway to Black Olive)
Fir Street (Skyway to Black Olive)
Elliott Road (Skyway to Almond)
Black Olive (Pearson to Fir)
Foster Road (Pearson to Birch)

PASSED AND ADOPTED by the Town Council of the Town of Paradise, State of California this 14th day of May, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Jody Jones, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: May 14, 2019**

Agenda Item: 2(i)

Originated by: Dina Volenski, Town Clerk
Reviewed by: Lauren Gill, Town Manager
Subject: Town Council Appointment to fill one existing vacancy on the Paradise Planning Commission

Council Action Requested: Members of the Planning Commission Interview Panel recommend the following:

1. Concurring with the recommendation of the interview panel: and,
2. Appoint applicant Shannon Costa to fill the existing vacancy on the Planning Commission (effective immediately with term to expire June 30, 2023).
3. Consider an alternative direction

Background: On April 9, 2019, the Town Council approved the Notice of Vacancy and application and authorized staff to advertise the existing vacancy on the Planning Commission, which included posting on the Town's website, Facebook page and a media release. An application deadline of April 29, 2019 at 5:00 p.m. was set; Council Members Bolin and Zuccolillo were appointed to serve as the interview committee; staff was directed to provide suggested questions and a scoring matrix for the candidates; interviews were scheduled for May 1, 2019; and, schedule appointment to the vacancy at the May 14, 2019, regular meeting with appointment to become effective immediately.

Seven applications were received, and the interviews were conducted on May 1, 2019. Following are the applicants interviewed:

- Steve "Woody" Culleton
- Shannon Costa
- Amanda Clark
- Angela Casler
- Sven Bromelow
- Rebecca Hughes
- Doug Speicher Jr.

Conclusion: The interview committee unanimously recommends appointing Shannon Costa to the vacant position on the Planning Commission, effective immediately.

FISCAL IMPACT: No



TOWN OF PARADISE
Council Agenda Summary
Date: May 14, 2019

Agenda No. 6(a)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Paradise Sewer Project – Regional or Local Alternative Selection

COUNCIL ACTION REQUESTED:

1. Revisit the 2017 Paradise Sewer Project Feasibility Report and Paradise Town Council action taken on July 11, 2017
2. Consider formally selecting an alternative between a regional connection with the City of Chico and local treatment plant for the purposes of securing funding for preliminary engineering work (environmental review, project design and right of way).

Background:

Since its incorporation in 1979, the Town of Paradise has sought a formal wastewater treatment solution for various zones and boundaries, all of which primarily focused on commercial and densely populated residential areas – the portions of Paradise most vulnerable to groundwater degradation and economic stagnation due to sewer limitations.

Professional studies from industry experts in every decade since 1980 have been completed and all essentially come to the same conclusion: The Town of Paradise is running out of time. It is inevitable that the continual degradation of groundwater quality and exceedance of soil capacities to absorb and treat high volumes of wastewater will require action on behalf of the Town and its constituents.

The need to develop a sustainable wastewater solution for the core Paradise areas, along Skyway, Pearson and Clark Roads can be summarized in the following four reasons:

- 1. The Recovery**
In light of the Camp Fire, the opportunity for the most cost-effective and efficient installation of a sewer collection system now exists.
- 2. The Economy:**
A town cannot survive when businesses close, and new businesses are precluded from operating due to septic issues and failures.
- 3. The Environment:**
All septic systems fail eventually, and when they do they cause harm to the surrounding environment and ground water.
- 4. The Community:**
As a bedroom community, Paradise needs good restaurants, shops and small businesses for our community to thrive, and without a sewer, it is difficult to maintain and attract these types of businesses in Town.

On April 12, 2016, Paradise Town Council awarded a contract to Bennett Engineering to analyze the Town's wastewater challenge and to draft an Alternatives Analysis and Feasibility Report. The report would analyze several options as detailed below, including a no project

option and recommend the most feasible solution and next steps. The Town was fortunate to have been awarded a grant from the State Water Resources Control Board, funded through Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014, in order to pay for the feasibility report.

2017 Feasibility Study Public Outreach Overview

The 2017 Feasibility Report included an extensive public outreach process to assist in developing a sewer project and garnering support to move such an effort forward. This process included a variety of public participation processes, including:

- Development of a Public Participation Plan
- Development and launch of www.paradisewer.com
- Provided monthly updates and collected public comment at regularly scheduled Town Council meetings
- Formation of a Project Stakeholder Group
- Hosted public workshops at critical stages of the study process
- Identified and coordinated with interested private and public sector parties

This outreach process culminated in the consideration of accepting the 2017 Paradise Sewer Project Feasibility Report. A copy of the Report Executive Summary is provided below.

2017 Report Executive Summary:

Alternatives in this study were analyzed to address sewer service reliability problems and select the best alternative for the Town to carry forward to district formation, preliminary design, and environmental documentation. Although many alternatives have been previously studied and estimated for cost, this study eliminated non-viable options and brought complete solutions together for evaluation on an equal basis. All alternatives that provide sewer service must be a “complete project.”

A complete project has been defined by the project team as a project that provides for collection, treatment, and disposal in addition to being permit-able, construct-able, and financially and operationally feasible.

The five options studied and analyzed under this report:

- A. Localized Wastewater Treatment Plant with Effluent Land Application. Local sewer collection system for service area. Acquire land with adequate area for secondary level treatment plant and land application area to comply with Regional Water Quality Control Board (RWQCB) Waste Discharge Requirements (WDR).*
- B. Localized Wastewater Treatment Plant with Surface Water Discharge Location. Local sewer collection system for service area. Acquire land with adequate area for a tertiary level treatment plant and location for effluent discharge to creek. Will require a RWQCB National Pollutant Discharge Elimination System (NPDES) Permit.*
- C. Regional Connection to the City of Chico Water Pollution Control Plant. Local sewer collection system for service area. Acquire right of way for regional pipeline and connection to the City of Chico WPCP. Requires regional agreement with the City of Chico and appropriate connection fee.*

- D. *Wastewater Treatment with Beneficial Reuse.* Local sewer collection system for service area. Acquire land with adequate area for a tertiary level treatment. Treated effluent connected to reclaimed water system for distribution and re-use via irrigation. Excess reclaimed water would be taken to a land application area for irrigation.
- E. *No Project.* No collection system or treatment plant. The Town continues to function on septic systems and accept the environmental and economic risks.

Some of the additional efforts included in this study that prior studies did not include were public outreach and engagement and a socioeconomic study to assess both the beneficial economic aspects of building a major infrastructure project and the negative economic aspects of the “No Project” Option. The socio-economic study projected benefits to the Town and region that included 161 added jobs, additional \$12.8 million in sales and output to the region in all sectors, regional long-term impact of \$68 million in private and public investment, and \$56 million increase in the property tax base. The study also predicted a 5 to 13 percent property value increase for parcels within the sewer district.

The restrictions that continue under the “No Project” Option have a broader effect beyond individual businesses. They burden the overall local economy’s ability to grow and diversify, as well as limit resiliency of businesses during any sustained economic downturn. Business districts thrive and survive based on the diversity of its members and the goods and services provided. It is the collection of businesses, more than the sum of the individual ones, that draws customers to shop in a particular business district as opposed to other places (for example, Chico). Retail shoppers who come to the district may choose to purchase additional items from that of their original intended visit. There will be less incentive for potential customers to choose to visit the business district if the diversity of business offerings continues to shrink.

According to recent figures, on Skyway alone, 122 septic systems have failed in the last years or are predicted to fail in the next 10 years. Some systems can be replaced with batch systems or septic tanks with filter treatment systems at high individual cost; but only so long as adequate land area for leach field of the system effluent is available. Businesses without this option must operate a holding tank to be pumped on a regular basis and hauled to a septage receiving facility. Commercial property owners that cannot afford these options will likely have businesses fail as they cannot be re-sold without a viable sewer system. This is the fate for many of the businesses in the main corridors of the Town as systems fail.

The top two options which have emerged as a result of this study:

Two options emerged from the feasibility study and option analysis process with the highest scores: Regional Connection to the Chico WPCP and Localized Wastewater Treatment Plant with Beneficial Reuse. The Localized Treatment Plant had the lowest capital cost of the options at \$64 million, while a Regional Project was estimated to cost \$83 million.

However, the Regional Project had the lowest Net Present Cost over the 80 year life cycle and was chosen as the recommended option due to life cycle cost, environmental impacts, public impacts, and long term operational burden.

While the feasibility study identified the best long term solution for the Town, it did not identify an adequate source of grant funding to make the project economically feasible for

the rate payers. The funding burden of the preferred options would require significant tax assessments, individual loans for equipment and connections, higher than average fees for operations and State Revolving Fund low interest loan payback.

In order to move forward with the Regional Connection to Chico WPCP, a memorandum of understanding will need to be worked through with the City of Chico Council. A significant source of additional grant funding will need to be identified to support the project beyond the maximum \$8 million allowed through the State Water Resources Control Board's (SWRCB's) SRF Program.

Since the issuance of the Draft Feasibility Report in February the scoring and ranking of the Local Wastewater Treatment with Beneficial Reuse option has increased. The site for this option has not been fully explored, however, several potential opportunities exist in the event in which the preferred alternative is unable to proceed.

It is the recommendation of this study that the direct connection to the City of Chico be pursued via negotiations with the City of Chico to achieve a memorandum of understanding and discussions with state and federal representatives progress to identify additional funding on the order of 70 to 75 percent of the project cost.

Following completion of the report and circulation of the final draft, the Town of Paradise Town Council held a Special Council Meeting on July 11, 2017 dedicated to consideration of accepting the final report and considering its recommendations. A copy of the meeting minutes and action taken by the Council is shown below:

July 11, 2017 Town Council Meeting Minutes (Sewer Feasibility Report Item)

At 6:05 p.m. Council Members Bolin and Council Member Zuccolillo recused themselves from discussion and voting on the Sewer Recommendation due to a ruling by the Fair Political Practices Commission (FPPC) that there was a conflict of interest because of the amount of property owned by the two Council Members in the proposed sewer district. (960-70-04)

Town Manager Lauren Gill introduced Mike Massaro from Bennett Engineering who provided a brief presentation on the Sewer Project.

Mr. Massaro presented highlights from the Paradise Sewer Project Feasibility Report reiterating that this is the 7th feasibility study and that the sewer/septic issue continues to be a concern that needs to be addressed or businesses and residential septic systems will continue to fail which decreases property values and makes it difficult for businesses to operate in the Town of Paradise.

The five options that were provided for consideration were:

- a. Localized Wastewater Treatment Plant with Effluent Land Application*
- b. Localized Wastewater Treatment Plant with Surface Water Discharge Location*
- c. Regional Connection to the City of Chico Water Pollution Control Plant*
- d. Wastewater Treatment with Beneficial Reuse.*
- e. No Project.*

Town Manager Lauren Gill thanked all the participants in the study and reviewed the economic benefits to the entire region and community, both commercial and residential. Town Engineer Marc Mattox, provided an overview of the staff recommendations which included the following:

1. *Acknowledge and accept Bennett Engineering's Town of Paradise Sewer Project, Alternatives Analysis and Feasibility Report: Determining a Preferred Option for Implementation; and,*
2. *Concur with staff recommendation to:*
 - a. *Select the Direct Connection to the City of Chico Water Pollution Control Plant alternative as the preferred alternative.*
 - b. *Commence efforts with the City of Chico to determine with certainty if they are willing to negotiate a regional connection.*
 - c. *Defer Special Assessment District Formation until adequate funding has been secured for construction of the selected alternative.*
 - d. *Engage state and federal representatives on project need and alternative grant funding options.*
 - e. *Secure additional grant funding for preliminary design and environmental studies.*
 - f.

Mayor Lotter opened the meeting up for public comments:

1. *Ward Habriel – stated that there are not enough people in attendance to get the message out, would like a positive message to the community, current businesses have made an investment in the community with engineered systems, how do you convince other businesses that they need to invest in a sewer system, where does wastewater go and how will the lack of wastewater impact the trees/plants/environment?*
2. *Monty Knittel, President/CEO of Feather River Hospital – stated that his main concern is health care, wants this to be a thriving community and to be able to recruit talented employees - supports the project.*
3. *Matt Miller – had questions regarding the right of way area, if everyone could pay for the sewer system even if they weren't in the assessment district and if there would be an impact to development fees – supports a regional connection. Staff informed Mr. Miller that his questions would be answered later in the process during the engineering or other phases of the project, that it was not legal to have citizens pay who were not in the district and it is not clear yet what development impacts there will be.*
4. *Martin Nichols - inquired as to what Chico's terms would be before moving forward and suggested keeping the local option.*
5. *Kelly Serl – has been personally impacted by the rising water table, problem will not go away, is affecting the entire community and property values, not just proposed district, make sure if money is spent that it will provide a benefit for the entire community and stated that Butte County will no longer be operating a wastewater treatment center (septage receiving station) as of September 1, 2017 and encouraged everyone to be prepared.*
6. *Jim Harding – pointed out that this sewer system will maintain septic tanks if you already have one or need to add one and inquired about the suggested cost in the report and why the funding amount was higher. Staff stated that the interest for financing the project is what raised the cost.*

Council Member Jones thanked the citizens and consultants for the time and effort put into the study and discussed the report.

Council Member Jones does not support the staff recommendation as written because Chico is in the middle of studying their Wastewater system and may not be willing/able to participate in the project. She then suggested two changes to the staff recommendation, section A and B. (changes are reflected in the motion below)

Council Member Schuster, concurred with Vice Mayor Jones and stated that two options make sense, suggested a change to section c to say, "identified" instead of "secured" , suggested that there could be other opportunities within the area and would like to refer to the project as a Wastewater system, not a sewer system.

Mayor Lotter concurred with the alternative options choice, thinks there's an advantage to the local discharge option and informed the citizens that the ButteCounty Board of Supervisors will be closing the septage receiving facility portion of the Neal Road Landfill leaving the closest septic receiving station in Lincoln.

Mayor Lotter also addressed the issue of the two Council Members who have recused themselves from discussion/voting on the sewer project. Council Members with property in or near to the proposed district wrote a letter to the Fair Political Practices Commission (FPPC) to get a determination on whether there was a conflict of interest. The FPPC concluded that Council Members Bolin and Zuccolillo owned numerous properties within the proposed district disallowing their participation in the discussion.

6a. MOTION by Jones, seconded by Schuster, approved the following:

- 1. Acknowledge and accept Bennett Engineering's Town of Paradise Sewer Project, Alternatives Analysis and Feasibility Report: Determining a Preferred Option for Implementation; and,*
- 2. Modified the staff recommendations to take the following actions:*
 - a. Select the Direct Connection to the City of Chico Water Pollution Control Plant and a wastewater treatment plant, with or without reuse, as alternatives to bring forward in the environmental process.*
 - b. Commence efforts with the City of Chico to determine with certainty if they are willing to negotiate a regional connection and draft a letter from the Town of Paradise Town Council to the City of Chico Council bringing them up to speed on what we have accomplished so far.*
 - c. Defer Special Assessment District Formation until adequate funding has been identified for construction of the selected alternative.*
 - d. Engage state and federal representatives on project need and alternative grant funding options.*
 - e. Secure additional grant funding for preliminary design and environmental studies.*

Roll call vote was unanimous with Bolin and Zuccolillo absent and not voting. At 7:24 p.m. Council Members Bolin and Council Member Zuccolillo returned to the stage.

As outlined in the minutes above, Paradise Town Council approved a motion to select two alternatives (Local and Regional) presented in feasibility report with a plan to move both projects through the environmental review process.

Since the action taken by the Town Council on July 11, 2017, staff and Council alike continued

to explore every avenue for grant funding of next project phase. In addition, Council presented the Feasibility Report and Council action to the City of Chico City Council. An outcome of this effort was a formal response letter of mutual interest for the regional option, included in this Agenda Item as Attachment A. Beyond this letter from Chico, little progress had been made in the project development and obtaining grant funds – as most State and Federal funding sources continue to rely on low-interest loans.

Paradise Sewer Project Post-Camp Fire

On November 8, 2018, the most-destructive wildfire in California’s history changed every facet of the Town of Paradise, causing billions of dollars in damage. The Camp Fire, however, did not change the need for a community wastewater solution, and in fact, has highlighted the project is required now, more than ever.

As the Town looks to rebuild both its commercial and residential inventory, Urban Design Associates was tasked with creating a Recovery Plan as a first step. This Plan includes a comprehensive engagement and outreach process to identify strengths, weaknesses and opportunities for the Town moving forward. A consistent theme of these meetings included the lack of a sewer as a significant weakness and the installation of a sewer as a top opportunity.

Installation of a sewer project impacts the recovery by enabling multi-family and affordable housing, lifts restrictions for water dependent businesses including restaurants and other community necessities while reducing impacts to the environment and groundwater quality.

In the Post-Fire recovery, Council and staff have continued to evaluate opportunities and funding sources to ensure the community’s vision is aligned with project delivery. A Sewer Working Group, led by Senator McGuire, Senator Neilson, and Assemblyman Gallagher has been created and includes representatives from many branches of the State and Federal Government. Each of these partners has been tasked with evaluating the Town’s needs in respect to a sewer solution and their agencies’ existing funding programs. A goal of this working group is to identify funding for the project development phase including all components (environmental, design, right-of-way, and others) to bring a project to construction.

As outlined in this staff report, the conclusion of the 2017 Feasibility Report resulted in the Town Council desired both the regional connection and local treatment plant project options should be carried through the environmental review phase. It has become imminently clear that carrying both options through the environmental review process is not viable for potential grant funding and the Town should eliminate one of these two, and evaluate a subset of alternatives in the selected alternative

Analysis and Action Requested

This Agenda Item is asking Council to revisit the action taken by the Town Council on July 11, 2017 and modify to reflect either of the two options:

Option C - Chico

- a. Select the Direct Connection to the City of Chico Water Pollution Control Plant alternative as the preferred alternative.
- b. Commence efforts with the City of Chico to determine with certainty if they are willing to negotiate a regional connection.
- c. Continue to engage state and federal representatives on project need and alternative grant funding options.
- d. Secure additional grant funding for preliminary design and environmental

studies.

Option D – Local

- a. Select the Local Treatment Plant with Beneficial Reuse alternative as the preferred alternative.
- b. Continue to engage state and federal representatives on project need and alternative grant funding options.
- c. Secure additional grant funding for preliminary design and environmental studies.

To assist in the decision making process, staff has restated the 2017 Report evaluation criteria and scoring below:

Criteria	Option C Regional	Option D Local
Capital Costs		X
Operations & Maintenance Costs	X	
Environmental Impact	X	
Secondary Benefit Options	X	
Interagency Agreements		X
Public Impacts	-	-
Right of Way		X
Septage Receiving Capability (added 2019)		X

When considered quantitatively, the Report concluded the above criteria resulted in a score and cost of 67 for a Regional Project and 60 for a Local Project. Present-day costs for the Regional and Local options were estimated at \$83.4M and \$72.6M, respectively. As stated earlier in this report, Option C was recommended by both the Consultant and staff due to the lower long-term costs across an 80-year lifecycle and reduced unknowns with attaining a long term permit through the State Water Resources Control Board.

Financial Impact

With the options presented, there are no new financial impacts to the Town of Paradise. Moving forward, staff plans to coordinate with the Sewer Working Group, long-term recovery functions with CalOES/FEMA, funding partners and the community on next steps.

Attachment A

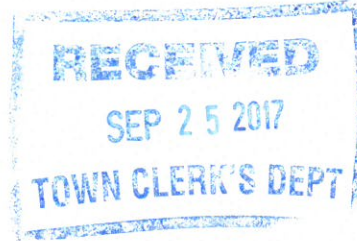


OFFICE OF THE MAYOR

411 Main Street (530) 896-7200
P.O. Box 3420 Fax: (530) 895-4825
Chico, CA 95927-3420 <http://www.ci.chico.ca.us>

September 19, 2017

The Honorable Scott Lotter
Mayor of the Town of Paradise
5555 Skyway
Paradise, CA 95969



Mayor Lotter:

Thank you for your letter dated July 12, 2017, related to the Town of Paradise's interest in continuing to work with the City of Chico on the Town Council's determination that connection to the City's water pollution control plant likely is the most optimal solution for wastewater treatment within your jurisdiction. In follow-up to our meeting of Monday, August 14th, and on behalf of the City Council, I would like to encourage the Town of Paradise to continue in their efforts to fully evaluate the potentiality of such a collaborative project.

With all that is known, at this time, about the potential project, City staff are confident that the maximum level of need the Town of Paradise is requesting (0.98 MGD for average dry flow / 1.86 MGD for peak wet weather flow) is reasonable and could be managed effectively within the City's plant. The design of the delivery model, which has been proposed in the Sewer Project Alternatives Analysis and Feasibility Report, a direct connection, would not burden the City's current system, as the waste would be directly delivered to the plant. Finally, it is important to note that the cost burden to connect to Chico's waste water plant, the process of treating the waste, and then the discharge thereof, would need to be fully borne by the Town of Paradise and not become a cost burden to any current or future City of Chico resident.

The following process is anticipated in order to collaboratively proceed forward:

1. The Town of Paradise will complete the Environmental Impact Report for the recommended connection, in order for the City of Chico to fully understand the potential impacts.
2. The City of Chico will complete the Strategic Plan for the Waste Water Pollution Control Plant by early 2018 so that the Town of Paradise's project scope can be more easily assessed and costs associated therewith will be more readily known (related to connection, treatment and discharge).
3. The Town of Paradise and the City of Chico will develop a memorandum of understanding toward achieving a regionalized approach to wastewater treatment

Attachment A

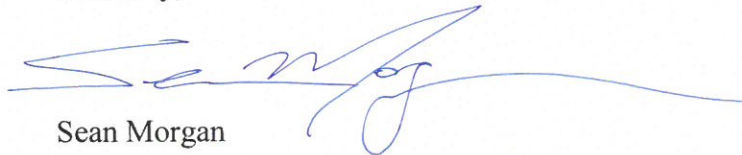
once the EIR and Strategic Plan are completed, assuming the project remains viable once the impacts and costs are better known.

It is anticipated that the MOU (item #3 above), will become the operative document to move forward with this partnership, once items #1 and #2 are complete.

It is important to note and complement the motivation behind this project – to achieve a substantial improvement toward proper environmental stewardship within the Town of Paradise culminating in furthering economic growth for the region. Additionally, regionalization of services is the new norm in local government models, as resources are limited and costs associated with operations continue to increase, in large part due to increasing regulations. This type of effort, therefore, should be viewed in a positive light at both the State and the Federal governments, in the Town of Paradise's attempt to garner needed capital to move it forward.

It is Chico's pleasure to be a good neighbor in order to help further this effort in creating a viable system for wastewater treatment within our region.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sean Morgan", with a long horizontal flourish extending to the right.

Sean Morgan
Mayor

cc: Ms. Lauren Gill, Town Manager



**Town of Paradise
Council Agenda Summary
May 14, 2019**

Agenda Item: 6(b)

Originated by: Colette Curtis, Administrative Analyst II

Reviewed by: Lauren Gill, Town Manager

Subject: Discussion regarding plans for 5456 Black Olive Dr. – previously the Jeffords Building

Council Action Requested:

1. Consider an offer from Bill and Pam Hartley to buy 5456 Black Olive Dr. for \$15,000, or
2. Authorize the Town Manager to obtain an appraisal for 5456 Black Olive Dr. and list the property for sale: or,
3. Give staff alternate direction.

Background:

5456 Black Olive Dr., previously known as the Jeffords Building was purchased with Redevelopment Agency (RDA) funds with the intent to remove the existing building and use the property for commercial purposes. When the Redevelopment Agency was dissolved by Governor Brown in 2012, 5456 Black Olive was in limbo. The Town took steps several years ago to gain ownership of the property, however this ownership included a mortgage obligation as well as the understanding that proceeds of any sale of the property would be split between eight local taxing entities as prescribed in the RDA dissolution agreement.

The building was destroyed in the Camp Fire on November 8, 2018. Recently, the Town received an offer from Bill and Pam Hartley to purchase the property for \$15,000 after debris has been cleared and testing has been completed. They intend to use the property to re-establish their candy business, which was also destroyed in the Camp Fire.

Discussion:

Any proceeds from the sale of the property would be split between the eight local taxing entities in accordance with the compensation agreement. The distribution would be allocated as follows:

Butte County – General	0.131549
Butte County – Welfare	0.050523
Butte County – Library	0.013955
Kimshew Cemetery	0.000006
Paradise Cemetery	0.010961
Butte Mosquito Abatement Dist.	0.014200
Paradise Recreation and Park Dist.	0.051495
Paradise Unified School District	0.347001
Butte County Schools	0.042566
Butte Community College	0.067938
Town of Paradise	0.249483
Paradise Irrigation District	0.020323

Town Council has discussed the possibility of selling this property, although the circumstances were quite different as the building was still standing but in a state of disrepair. Now that the building is gone, there are fewer options to consider. The Town will receive an insurance settlement for the property as it has been destroyed and is responsible for removing the debris from the property. The debris has already been removed from the property and we are waiting for the soil certification to be completed by the County.

Staff Recommendation

Town staff contacted the Redevelopment Oversight Board to determine the next steps if we wanted to sell the property. They let us know we do not need to get approval from their board, however if and when the property is sold, the Town will need to submit the proceeds to the California Department of Finance which will disburse the funds to the local taxing entities according to the compensation agreement.

To comply with established Town guidelines for the sale of public property, the Town will need to have the property appraised and then placed on the market. Once the property has been offered for sale publicly, staff will bring any offers received to Council for direction.

Staff has received a cash offer to buy the property for \$15,000. This offer is from Bill and Pam Hartley, who want to use the property to re-establish their candy business after their original building burned down in the Camp Fire. 5456 Black Olive Dr. does have an easement that makes development of the property complicated for a general developer. The Hartley’s are aware of the issue of the property easement.

Fiscal Impact Analysis:

There will be a small fee to have the property appraised. Upon the sale of the property, the Town would receive funds in accordance with the compensation agreement, 24.9% of the proceeds.



TOWN OF PARADISE
Council Agenda Summary
Date: May 14, 2019

Agenda No. 6(c)

ORIGINATED BY: Marc Mattox, Assistant Town Manager / Public Works Director

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Skyway/Black Olive Signalization Construction Contract Award

COUNCIL ACTION REQUESTED:

1. Award Contract No. 16-08.CON, Skyway/Black Olive Signalization, to ST Rhoades Construction of Redding, CA in the amount of their total bid of \$683,816.00
2. Authorize the Town Manager to execute an agreement with ST Rhoades Construction relating to Contract No. 16-08.CON and to approve contingency expenditures not exceeding 10%.

Background:

In 2015, the Town of Paradise procured Federal funding for one Highway Safety Improvement Program project, the signalization of the Skyway at Black Olive Drive intersection. The purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance.

On April 12, 2016, Town Council approved Program Supplement Agreement No. F016 for Project HSIPL-5425 (035).

On July 14, 2016, Staff issued a formal Request for Proposals (RFP) utilizing Small Purchase Procedures in accordance with 23 CFR 172.5(a)(2) modified by FHWA Memorandum dated June 26, 1996 and 49 CFR 18.36(d). The RFP stated the scope of work for the preliminary engineering services which are needed.

In late 2016, Paradise Town Council awarded a contract to Traffic Works for the professional services to design the Skyway/Black Olive Signal.

Following completion of signal design in late 2017, a need for a five-foot by fifteen-foot easement at the southwest corner of the Skyway and Black Olive Drive was identified. This easement is required to facilitate the installation of a signal pole and foundation.

On February 13, 2018, Paradise Town Council awarded a contract to Bender Rosenthal Incorporated to prepare and facilitate the easement acquisition. Final escrow closed on September 25, 2018.

On January 8, 2019, Paradise Town Council adopted a resolution approving the Plans, Specifications and Estimates for the Skyway / Black Olive Signalization and authorized staff to seek formal bids for the project.

Analysis:

The Skyway / Black Olive Signalization Project was formally advertised for bids on March 30, 2019. The project advertisement was published in the Paradise Post on March 30 and April 10 in compliance with public contract codes. Plans and Specifications were provided to twelve local, regional, and national construction exchanges.

On May 2, 2019, two bids were received by the Town Clerk and publicly opened. A list of bids received are shown in below:

<i>Bidder</i>	<i>Total Bid Amount</i>
<i>ST Rhoades Construction of Redding, CA</i>	<i>\$683,816.00</i>
<i>Franklin Construction of Chico, CA</i>	<i>\$782,045.00</i>

Staff recommends awarding the subject project to ST Rhoades Construction of Redding, CA in the amount of their bid, \$683,816.00.

If awarded, construction for the project will begin sometime in late 2019, pending arrival of traffic signal poles. These signal poles currently have an average 6 month production lead time. In the event work is ready to commence prior to the completion of Camp Fire debris removal efforts, staff will direct the contractor to perform during night-time hours. The price of this change is included in the bid results presented above.

Financial Impact:

The total construction cost of the Skyway / Black Olive Signalization Project, including a 10% contingency, is \$752,116.00. The Highway Safety Improvement Program participating costs are \$742,295.00 and are covered 100% through the allocated grant. Remaining funds will come from local utilities for project-related relocation work.

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

Item / Phase	Highway Safety Improvement Program	Other Funding	Total
Preliminary Engineering	60,000	\$0.00	\$131,000.00
Construction Contract	\$673,995	\$9,821	\$683,816
Construction Contingency	\$68,300	\$0.00	\$68,300
Construction Engineering	\$40,000	\$0.00	\$40,000
Total	\$842,295	\$9,821	\$852,116



Town of Paradise
Council Agenda Summary
Date: May 14, 2019

Agenda Item: 6(d)

ORIGINATED BY: Susan Hartman, Acting CDD Director
REVIEWED BY: Lauren M. Gill, Town Manager
SUBJECT: Discussion Regarding Residential Accessory Buildings

COUNCIL ACTION REQUESTED:

RECOMMENDATION:

1. Provide staff with direction on desired changes to Urgency Ordinance No. 575 or Paradise Municipal Code Title 17 relating to the issuance of permits for accessory buildings, prior to issuance of permits for the primary residence, to present at a future council meeting.

Background:

Title 17-Zoning of the Paradise Municipal Code (PMC) sets forth the requirements for accessory uses, activities, and structures within the Town which are associated with, and subordinate to, a permitted or conditionally permitted primary use. Private garages are listed as an 'accessory use' in each of the ten residential zoning districts meaning that they can only be constructed after, or in conjunction with, the principal permitted use on the property to which it serves as an accessory to.

Application of this zoning regulation means that a permit for a garage or storage building cannot be issued until after a residence is established or it can be issued at the same time as the permit for the residence, but can only be finalized after (or at the same time as) the residence.

Discussion:

Occupancy of Eligible Properties under Urgency Ordinance No. 575

Residential use and occupancy of up to two (2) temporary dwellings is currently permitted on residential properties which have completed Phase II cleanup along with the use of one cargo container, not to exceed 320 sq ft, per temporary dwelling.

Establishment of Accessory Uses

Under current zoning regulations the construction of a garage or shed, even those 120 sq ft or less, is not permitted on the property until the permit for the permanent dwelling is issued. Other accessory uses contingent on the existence of a permitted primary use are carports, gazebos, livestock, home businesses, and solar arrays.

Potential need for on-site storage

Some inquiries have been made at the building counter regarding the ability to build a storage building and/or garage before submitting for their residential rebuild. In addition, it's staff's understanding that some council members have been receiving the same types of inquiries. It is anticipated that residents, as their lots are being cleared, would be investigating their options for storing both property maintenance/construction equipment as well as vehicles since local housing options with adequate storage options are limited for those who are currently displaced.

If allowed, should the use of accessory buildings be conditioned or limited?

Consideration should be given to the future visioning of Paradise as well as the anticipated General Plan update and subsequent revised zoning regulations. Is this a temporary consideration that would or would not be compatible with the vision for future residential development of the town?

If the Council would like to formally consider revising the regulations governing the timing of permits for accessory buildings, staff would bring back a draft ordinance for review. At this time, feedback from Council is requested before creating an ordinance based, in part, on these considerations:

- Should Title 17-Zoning of the PMC be revised to permit accessory buildings or should it be incorporated into the housing urgency ordinance, and therefore sunset at the end of 2020, if staff can demonstrate how this is an emergency to health and safety?
- "Accessory building" should be added as a stand-alone definition as to differentiate between the other potential accessory uses listed in the residential zoning districts.
- The square footage of any such building should not exceed 1,499 square feet as not to trigger potential requirements for fire sprinklers as outlined in PMC Section 15.09.170.
- The garages/sheds should all be built to the Wildland Urban Interface (WUI) standards since future placement of the primary residence in relationship to the accessory building is unknown and cannot be relied upon in order to invoke the 50' setback WUI exemption from the residence.
- Thought should be given to limiting the number of accessory buildings, including those 120 sq ft or less, that can be placed on the property absent a primary residential use.

Financial Impact:

Discussion of municipal code ordinances will have no financial impact upon the Town of Paradise.

JAMES GALLAGHER

MEMBER FOR THE 3RD ASSEMBLY DISTRICT



FOR IMMEDIATE RELEASE

April 22, 2019

CONTACT: Curtis Grima

(916) 532-7772

Bill to Improve Evacuation Routes Moves Forward

SACRAMENTO – Today, legislation co-authored by Assemblyman James Gallagher (R-Yuba City) to improve resiliency in fire-prone areas was approved on the Assembly Floor. Assembly Bill 394 (Obernolte) will fast-track certain road projects by providing specific exemptions from the California Environmental Quality Act (CEQA).

“I can’t even begin to image the horror that Butte County residents experienced when fleeing from their homes last November,” said Gallagher. “For those of us who weren’t there, we’ve heard the stories, seen the photos and grieved with our neighbors. One big take away in the aftermath of the Camp Fire is that we need to improve evacuation routes – and that’s what this legislation aims to do.”

The CEQA process can add considerable costs and delay projects, especially if projects are challenged through litigation. Many communities lacking multiple egress routes are located in rural regions with scarce resources. AB 394 will help ensure neighborhoods in high fire-risk areas have adequate ingress and egress routes to aid during evacuations.

The Camp Fire, which started in Butte County on November 8th, 2018, was the deadliest and most destructive wildfire in California state history. It burned 153,336 acres, killing 85 individuals and destroying 18,804 structures. The fire displaced over 50,000 people and devastated the Town of Paradise and surrounding communities.

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

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
SUPPORTING THE ADOPTION OF ASSEMBLY BILL NO. 394 RELATING
TO EXEMPTIONS FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

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

WHEREAS, it is necessary to exempt specific road projects from the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, the CEQA process can result in delays of projects that would provide adequate fire safety egress routes recommended by the State Board of Forestry and Fire Protection to aid in evacuations. California Assembly Bill No. 394 would provide an exemption to CEQA concerning projects that would provide adequate egress routes to aid in evacuations.

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

Section 1. The Town Council hereby supports the adoption of California Assembly Bill No. 394 so that the Town of Paradise can expedite the approval of evacuation improvements.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 14th day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jody Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, Town Clerk

Dwight L. Moore, Town Attorney

JAMES GALLAGHER

MEMBER FOR THE 3RD ASSEMBLY DISTRICT



FOR IMMEDIATE RELEASE

April 16, 2019

CONTACT: Curtis Grima

(916) 319-2003

Locals Rally to Support Gallagher Bill to Expedite Housing for Camp Fire Victims

SACRAMENTO– Assemblyman James Gallagher’s (R-Yuba City) legislation to expedite housing production in jurisdictions affected by the Camp Fire has received broad local support ahead of its hearing in the Assembly Natural Resources Committee on Monday.

Assembly Bill 430 will help alleviate the housing crisis, which has been exacerbated in Butte County and surrounding areas in the aftermath of the Camp Fire, by streamlining the environmental review process for housing projects. Specifically, the bill allows certain housing projects in the cities of Chico, Biggs, Gridley, Oroville, and Orland to utilize an expedited ministerial review process at the local level.

Biggs, Gridley, Oroville, and Orland have all registered their support for AB 430. Chico will be considering the bill at tonight’s city council meeting, and the bill has already received an outpouring of support from the Chico community, including from fire victims, community members, Enloe Medical Center, the Downtown Chico Business Association, the Chico Chamber of Commerce, and the Chico Builders Association, among others.

“I am glad these communities want to help be part of the solution to alleviate our severe housing shortage in the aftermath of the Camp Fire – and I continue to be willing to work anyone that wants to engage in productive discussions regarding this very serious issue,” said Assemblyman Gallagher.

The Camp Fire displaced over 50,000 people and the surrounding areas do not have sufficient capacity to absorb this population. Butte County’s [housing affordability fell steeply](#) after the fire and many people are still in temporary housing or living with friends and family. Others were forced to move far away from their jobs to more affordable areas. [New and affordable housing](#) near job-centers is critical for displaced individuals.

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

###

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

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
SUPPORTING THE ADOPTION OF ASSEMBLY BILL NO. 430 RELATING
TO AN EXPEDITED MINISTERIAL PROCESS FOR DEVELOPMENT PROJECTS**

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

Section 1. The Town Council hereby supports the adoption of California Assembly Bill No. 430.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 14th day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jody Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, CMC, Town Clerk

Dwight L. Moore, Town Attorney



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

May 14, 2019

Anthony Portantino
Chair, Appropriations Committee
State Capitol
Sacramento, CA 95814

Dear Chairman Portantino:

On behalf of the Town of Paradise, I write to respectfully express our opposition to Senate Bill 152, as amended April 25, 2019. SB 152 significantly changes the funding splits between metropolitan areas and small, urban and rural communities for California's Active Transportation Program (ATP) created by the Legislature.

The Town of Paradise is currently rebuilding as a result of the devastating Camp Fire which destroyed our community by burning an area of 1153,336 acres, almost 240 square miles. Paradise was a community of 27,000 and is in the early days of rebuilding. Our community is finalizing a Recovery Plan in the next month. Early indications of this Plan conclude Paradise will only succeed with safer streets and more active transportation infrastructure.

The Town of Paradise, like many rural regions do not have many funding options for road, bike and pedestrian projects. Before the Camp Fire, the Town of Paradise had secured 7 ATP projects, exceeding \$15M in funding. This was done on a minimal budget with limited staff. The Town has successfully delivered 4 of these projects and the remaining three would be under construction at the time of this letter, had the Camp Fire never occurred. The Town's success has defied the odds in a program that only allows it to compete for 60% of funding available (50% Statewide and a 10% Small, Urban & Rural). Conversely, communities with populations larger than 200,000 are able to compete for the same 50% statewide funds in addition to set-asides in micro-competitions amongst their Metropolitan Planning Organizations for remaining 40% of funding – meaning a total 90% availability to large MPOs vs. 60% availability to Small, Urban and Rural when considered collectively.

Any shifts in percentages will hinder the Town's opportunity to compete and we have strong concerns about the provisions outlined in SB 152. Most concerning, the premise of SB 152 simply aims to dedicate a higher apportionment of ATP funds to large MPOs, reducing the likelihood of their submitted applications being outscored by Small Urban and Rural communities, such as the Town of Paradise, City of Chico, City of Biggs, City of Gridley and Butte County. The changes proposed in SB 152 are not consistent with the foundations of the Active Transportation Program created in 2013. The bill aims to shift the majority of funding from a proven and vetted competitive process overseen by the CTC; to a formula-based process, managed on a region by region basis. We feel that these provisions would not streamline the process, and instead could have unintended effects on the active transportation stakeholders and disadvantaged communities within Butte County and throughout the state.

The Town of Paradise and other stakeholders around the state have cultivated positive working relationships and have prioritized investments around active transportation in our region. The State's Active Transportation

Program funding ensures that we can become a safe, walk-able and bike-able state. The Butte County Association of Governments (BCAG) which the Town of Paradise is a member agency works diligently to offer technical assistance to organizations that do not have the capacity or ability to prepare competitive applications – this breaks down one significant barrier that the bill tries to address. We believe that the CTC’s competitive process coupled with our regions’ guidance and involvement has proven to be the best combination of success to target the state’s hardest hit regions.

Attached is an Active Transportation Program Fact Sheet prepared by the California Transportation Commission.

We look forward to continuing to work in a positive, cooperative manner with your office and all of our regional partners to enhance the Active Transportation Program and preserve the intent of SB 1, to meet the state’s most critical infrastructure needs and greenhouse gas reduction goals. Should you have any questions related to the Town of Paradise’s opposition to your measure, Senate Bill 152, please contact Marc Mattox, Assistant Town Manager & Public Works Director.

Jody Jones
Mayor, Town Of Paradise

cc. Gavin Newson, Governor
Senator Beall
Senate Appropriations Committee
California Legislative Rural Caucus
Assembly Transportation Committee
Assembly Appropriations Committee
North State Super Region

Active Transportation Program Fact Sheet

The legislature created the Active Transportation Program in 2013 with the overall goal to encourage increased use of active modes of transportation, such as biking and walking. Program funds are awarded through a competitive application process. All four of the program's funding rounds have been vastly oversubscribed with only about a third of the proposed projects receiving funding.

- Inclusive – broad and diverse group of stakeholders participate in developing the program's policies and procedures, evaluating project applications and providing technical assistance
- Transparent – all program activities including project selection, funding actions, and program adjustments conducted through public process
- Effective – Commission oversight ensures critical active transportation projects are delivered to communities on time and on budget
- Groundbreaking – California boasts the only state-wide active transportation program in the country. This program harnesses the expertise of the state's active transportation technical experts, regional agency policy-makers, and project implementers to fund active transportation projects that help the state, regions, and local communities meet their multi-modal transportation, safety, public health, and environmental goals.

Accountability and Transparency

The Commission prioritizes accountability and transparency in the use of public transportation funds by ensuring that projects are delivered within their approved scope, cost, and schedule, and by reporting on project benefits through a transparent public process. These reporting procedures are detailed in the SB 1 Accountability and Transparency Guidelines adopted by the Commission on August 15, 2018.

Other Commission policies and practices, such as timely-use-of-funds provisions, have greatly improved active transportation project delivery compared to prior bicycle and pedestrian funding programs. With most projects from the first cycle of the Active Transportation Program nearing completion, the program has a nearly 97% success rate.

Initial reporting on the Active Transportation Program revealed that better data needs to be collected from project sponsors so that meaningful conclusions can be drawn from project reports. To do this, the Active Transportation Program Technical Advisory Committee will soon issue recommendations on how to consistently gather accurate count information. It will also identify which benefits should be tracked to best convey the value of an active transportation project to a community.

Equity

When it comes to the Active Transportation Program, the California Transportation Commission leads a program that is a model for stakeholder inclusion and empowerment. Hundreds of stakeholders throughout California representing urban centers, rural communities, active transportation advocacy groups, public health interests, environmental justice organizations, and countless other groups have a voice in the program's processes. Our stakeholders provide hands-on assistance in everything from developing guidelines, application templates, and scoring rubrics to evaluating project applications for this highly competitive program. The Active Transportation Program is truly a grassroots program that also benefits from state coordination and collaboration. The Commission champions a program that provides direct and assured benefits to disadvantaged communities throughout the state. Approximately 90% of program funds have been or will be invested in some of the state's most disadvantaged cities and rural areas including Native American tribal lands.

Flexibility

While emphasizing responsible project delivery, the Commission has built flexibility into the program to account for unexpected complications that can occur over a project's duration. Policies such as the Commission's scope change process allow for project scope revisions if the project's original walking and biking benefits remain or increase.

In addition, the program's funding distribution – divided between statewide, regional, and rural competitive components – ensures that the state-funded program meets statewide goals while supporting regional priorities. Forty percent of the Active Transportation Program's funds are distributed to the state's 10 largest metropolitan planning organizations who have significant discretion in their program's project selection criteria. For example, some metropolitan planning organizations require that applicants provide a local match for any proposed project. Metropolitan planning organizations can also customize their project evaluation criteria to include factors such as how a project will complement local economic prosperity strategies and goals.

Active Transportation Program Fact Sheet

Background

The Legislature created the Active Transportation Program with the overall purpose of encouraging increased use of active modes of transportation, such as biking and walking. The Legislature intended for the program to also meet all the following goals:

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

By the Numbers

The Commission has completed project selection for the first three programs cycles and projects are underway. Project selection for the cycle 4 statewide and small urban & rural components concluded early this year with the metropolitan planning organization's component project selection to be completed in May of 2019.

Program funding years for all four cycles cover Fiscal Years 2014-15 through 2022-23.

- 2,399 project applications submitted
- 771 projects awarded
- \$1,448,693 billion funds awarded
- 579 projects that provide direct and assured benefits to disadvantaged communities
- 352 projects that provide safer routes to schools
- \$18 million in program savings recovered to fund new projects

	2014 – Cycle 1	2015 – Cycle 2	2017 – Cycle 3	2019 – Cycle 4*
Projects Submitted	772	617	456	554
Projects Awarded (Total All Components)	265	206	241	59
• Statewide Component	126	86	97	50
• Small Urban and Rural Component	22	27	19	9
• Metropolitan Planning Organization Component	117	93	125	TBD
Total Funds Awarded	\$366,057,000	\$355,295,000	\$450,649,000	\$276,692,000
Average Fund Request per Project	\$1,322,000	\$1,718,489	\$2,142,035	\$4,036,790
Projects Awarded Benefitting Disadvantaged Communities (Total All Components)	227 (83%)	179 (86%)	114 (94%)	59 + MPO (xx%)
• Statewide Component	112 (88%)	83 (97%)	43 (97%)	50 (100%)
• Small Urban and Rural Component	18 (82%)	23 (85%)	10 (100%)	9 (100%)
• Metropolitan Planning Organization Component	97 (78%)	73 (78%)	61 (90%)	TBD
Safe Routes to Schools Projects Awarded	149	97	65	41

* Cycle 4 only includes the statewide and small urban & rural components. The metropolitan planning organization component will be completed in May of 2019.