



TOWN OF PARADISE

5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931

TELEPHONE (530) 872-6291 FAX (530) 877-5059

www.townofparadise.com

Management Staff:

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

Town Council:

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

TOWN COUNCIL AGENDA

SPECIAL MEETING – 9:00 AM – November 08, 2011

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

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

All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Town Council will be available for public inspection at the Town Hall in the Town Clerk Department at 5555 Skyway, Room 3, at the same time the subject writing or document is distributed to a majority of the subject body. Regular business hours Monday through Thursday from 8:00 a.m. to 5:00 p.m.

1. OPENING

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

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS

3. CONSENT CALENDAR

- 3a.** Adopt Resolution No. 11-45 “A Resolution of the Town Council of the Town of Paradise Amending the Loan Servicing Policies and Procedures Previously Adopted by Resolution 09-21” with staff recommended changes. (ROLL CALL VOTE) (Relates to the First-Time Homebuyer and Owner-Occupied Rehabilitation Programs)

4. PUBLIC HEARING PROCEDURE

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

5. PUBLIC HEARINGS

- 5a.** Conduct a public hearing relating to the following item for which an environmental impact report and an environmental assessment have been previously certified: PARADISE COMMUNITY VILLAGE MITIGATION MEASURE AMENDMENT REQUEST (PL09-00106) -Town Council consideration of a Planning Commission recommendation to adopt a resolution to amend several mitigation measures contained within the environmental documents prepared and certified in 2007 for a mixed-use planned development project approved by the Town in 2009. If approved by the Town Council, the modification request would result in the implementation of an alternative formula for calculating traffic mitigation fees for the project, but is not intended to result in an overall reduction or elimination of the required fees. The +/-48.38 acre project site, zoned Community Services/Planned Development (CS/PD), is located at the west end of Village Parkway in Paradise and is further identified as Assessor Parcel Nos. 054-380-001 and 002; and, at the close of the hearing, (1) Find that environmental review for the Paradise Community Village project has been adequately addressed pursuant to the requirements of the California Environmental Quality Act (CEQA) and the national Environmental Protection Act (NEPA) via the previous certification and approval of environmental documents and that the proposed mitigation measure modifications will not result in any new significant adverse environmental impacts; and, (2) Adopt Town of Paradise

Resolution No. 11-___, "A Resolution of the Town of Paradise Modifying Certain Mitigation Measures Relating to the Environmental Impact Report and the Environmental Assessment for the Paradise Community Village Project (PL09-00106, Paradise Community Village)." (ROLL CALL VOTE)

6. PUBLIC COMMUNICATION

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore, public comment will take place during Council consideration of the item. Comments should be limited to a maximum of three minutes duration.

7. COUNCIL CONSIDERATION

7a. Consider adopting Resolution No. 11-___, A Resolution Of The Town Council of The Town of Paradise Approving the Memorandum Of Understanding (relating to employment) Between the Town Of Paradise and the Town Police Mid-Management Association Covering the Period from November 8, 2011 to June 30, 2013. (ROLL CALL VOTE)

8. COUNCIL COMMUNICATION (Council Initiatives)

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

10. CLOSED SESSION

11. ADJOURNMENT

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

TOWN/ASSISTANT TOWN CLERK SIGNATURE	

Town of Paradise
Council Agenda Summary
November 8, 2011

Agenda No.: 3(a)

Originated By: Lauren Gill, Business/Housing Services Director

Reviewed By: Charles L. Rough, Jr., Town Manager
Dwight L. Moore, Town Attorney

Subject: Proposed changes to the Loan Servicing Policies and Procedures

Council Action Requested:

1. Adopt Resolution No. 11-__ “A Resolution of the Town Council of the Town of Paradise Amending the Loan Servicing Policies and Procedures Previously Adopted by Resolution 09-21” with staff recommended changes; and
2. Make any other changes deemed appropriate by Council.

Background:

The California Department of Housing and Community Development monitors each jurisdiction’s Loan Servicing Plan as required for all Single Family Activities (First-Time Homebuyer and Owner-Occupied Rehabilitation) to verify compliance with its federal guidelines. The plan must outline all loan servicing processes, including duties and responsibilities, timeliness, and resources required.

Discussion and Analysis:

Upon review of our existing Loan Servicing Policies and Procedures, our plan requires minor updates in the areas of resale/recapture agreement, affordability periods and determining program income/recapture income.

Therefore, the Loan Servicing Policies and Procedures are amended to up-date the procedures for, and references to, our Resale Restriction Agreement, affordability period for First-Time Homebuyers, and program income/recapture determination.

Financial Impact:

There is no financial impact for amending the current Loan Servicing Policies and Procedures; however, failure to do so may jeopardize the Department’s funding for the housing programs currently offered to the residents of Paradise.

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AMENDING
THE LOAN SERVICING POLICIES AND PROCEDURES PREVIOUSLY ADOPTED BY
RESOLUTION 09-21**

WHEREAS, The Paradise Town Council adopted Resolution 09-21, A Resolution of the Town Council of the Town of Paradise Amending the HOME First-Time Homebuyer Program Guidelines Previously Adopted by Resolution 08-09” dated June 2009; and

WHEREAS, the Town Council now desires to adopt minor revisions to the Loan Servicing Policies and Procedures.

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

1. The Town Council hereby amends the Loan Servicing Policies and Procedures, as shown in the attached as Exhibit A.

2. This resolution is effective immediately up on adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE THIS 8TH DAY OF NOVEMBER, 2011, BY THE FOLLOWING VOTE:

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

Alan White, Mayor

ATTEST:

Joanna Gutierrez, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

Town of Paradise
Business & Housing Services Division

Loan Servicing Policies and Procedures

~~January 2009~~ November 2011

LOAN SERVICING POLICIES AND PROCEDURES

Table of Contents

1. LOAN REPAYMENTS
2. PAYMENT OF PROPERTY TAXES AND INSURANCE
3. REQUIRED REQUEST FOR NOTICE OF DEFAULT
4. ANNUAL OCCUPANCY RESTRICTIONS AND CERTIFICATIONS
5. REQUIRED NOTICING AND RESTRICTIONS ON ANY CHANGES OF TITLE OR OCCUPANCY
6. REQUESTS FOR SUBORDINATION
7. PROCESS OF LOAN FORECLOSURE

Formatted: Indent: First line: 0", Tab stops: Not at 0.25"

LOAN SERVICING POLICIES AND PROCEDURES FOR TOWN OF PARADISE

The Town of Paradise, here after called “Lender” has adopted these policies and procedures in order to preserve its financial interest in properties, who’s “Borrowers” have been assisted with public funds. The Lender will, to the greatest extent possible, follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

1

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under Notes, which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes, which are deferred payment loans, the Lender may accept voluntary payments on the loan. Loan payments will be credited to the interest-principal first and then to principal-interest. The borrower may repay the loan balance at any time with no penalty.

5

For some Owner-Occupied rehabilitation loans, the amount used may be less than the amount loaned. In which case, a loan adjustment, dated the same day as the Deed was recorded, is made to the Borrower’s account crediting the overage amount back to the original loan. A close-out letter, with the loan adjustment record, is sent to the Borrower.

14

The Town of Paradise will be the recipient of loan payments and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Town of Paradise Recapture/Program Income Account, as required by HCD. The Sponsor will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Town of Paradise. The Town of Paradise may, at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program Reconveyance.

Upon receipt of loan payoff requests, staff will:

- Verify the amount of the loan payoff, calculated by the loan program

69

- Advise the title company or borrower of the amount due
- Prepare Request for Reconveyance
- Verify receipt of final pay-off
- Deposit payment in the appropriate housing rehabilitation revolving loan fund account. If the loan was for a First-Time Homebuyer and they still occupy the home and/or the affordability period has passed, the funds are considered Program Income and can be used for any State eligible activity; whereas, if the loan was for a First-Time Homebuyer and they no longer occupy the home or the affordability period has not passed, the funds are considered Recaptured Income and must be spent on the next First-Time Homebuyer loan.
- Forward Request for Reconveyance to Department Manager for signature
- Deliver documents to the County Recorders Office for recording
- ~~Deposit payment in the appropriate housing rehabilitation revolving loan fund account.~~
- Return original Deed of Trust and Promissory Note, with a copy of the recorded Request for Reconveyance, to the Borrower

710

78&1

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a junior lien. If borrower fails to maintain the necessary insurance, the Lender may take out forced place insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

3

When a property is located in a 100 year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance will be required at close of escrow. The lender may verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

4

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lien holder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current. The Lender can also monitor the foreclosure process and go through the necessary analysis to

determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lien holder, it is in their best interest to contact any other senior lien holders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On some owner occupant loans the Lender may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Other loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust.



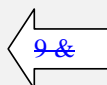
5. Required ~~Noticing and~~ Restrictions and Noticing –on Any Changes of Title or Occupancy:

Some purchase loans (specifically those using Redevelopment funds) include a Resale Restriction Agreement, whereas the home must remain affordable during the term of the Agreement. Therefore, if the home is sold, it must be sold to another low-income household if the transfer is within the Restriction time period.



Similarly, other purchase loans (specifically those using HOME funds) include an affordability period that is determined by the amount of HOME funds contributed to the sale. Should the property be sold prior to the end of the affordability period, the returned funds will be recaptured and spend on the next low-income purchase loan.

No loans provided by Lender are assumable. However, in some limited circumstances, the original loan might be transferrable. In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).



Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable-transferrable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume-transfer all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee (depends on the HCD program).

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Lender. The Lender will only subordinate their loan when there is no “cash out” as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third party debt pay offs or additional encumbrance on the property above traditional refinance transaction costs. All subordinations will be subject to the Town of Paradise Subordination Policy.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the Program Operator for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Lender.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non payment; 2) lack of insurance or property tax payment; 3) violation of rent limitation agreement; 4) change in title or use without approval; 5) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lien holder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property them selves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then



require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

Lender as Senior Lien holder

When the Lender is first position as a senior lien holder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Lender?
- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

TOWN OF PARADISE
Council Agenda Summary
Date: November 8, 2011

Agenda No. 5(a)

ORIGINATED BY: Craig Baker, Community Development Director

REVIEWED BY: Chuck Rough, Town Manager
Lauren Gill, Assistant Town Manager

SUBJECT: Consideration of a Resolution Modifying Mitigation Measures Assigned to the Paradise Community Village Project Regarding Contributions Toward Funding Signalization of Intersections Along SR 191 (Clark Road)

COUNCIL ACTION REQUESTED: Adopt a MOTION TO:

1. Find that environmental review for the Paradise Community Village project has been adequately addressed pursuant to the requirements of the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA) via the previous certification and approval of environmental documents and that the proposed mitigation measure modifications will not result in any new significant adverse environmental impacts; AND
2. Adopt Town of Paradise Resolution No. 11-___, "A Resolution of the Town of Paradise Modifying Certain Mitigation Measures Relating to the Environmental Impact Report and the Environmental Assessment for the Paradise Community Village Project (PL09-00106, Paradise Community Village)."

BACKGROUND:

On July 21, 2009, the Paradise Planning Commission conditionally approved vesting tentative subdivision map, site plan review permit and tree felling permit applications for the proposed Paradise Community Village (PCV) planned development project which entails the creation of a forty-lot mixed-use planned development subdivision on a 48.38 acre site in south-central Paradise.

Unlike the original proposal to record the map in a single phase, the project is now proceeding in four phases, with the first phase of the tentative subdivision map having been recorded on September 23, 2010, resulting in consolidation of the original four parcels into two lots; Lot 1 (2.52 acres) and Lot 2 (45.86 acres).

Lot 1 is proposed to be developed with Phase I of the project's multiple-family housing element of the PCV project, comprised of 36 residential units, evenly split between one, two and three-bedroom units and accompanied by a community building. Development of Lot 1 in this manner was authorized via Planning Commission approval of the site plan review permit application on July 21, 2009. Development of Lot 1 will be facilitated by grant funding secured and administered by the Community Housing Improvement Program (CHIP), based in Chico. CHIP is currently in the process of acquiring title to Lot 1 and building construction plans for the multiple-family dwellings have been submitted to the Town.

Primary road access to the subdivision lots and all future elements of the project is proposed to be established with the construction of a westerly extension of Village Parkway, ultimately built to applicable Town of Paradise public road standards, including some limited offsite construction and linkage of this extension to SR 191/Clark Road. A supplemental fire and emergency road access route is proposed to connect to Paloma Avenue and will not serve as motorized vehicle access as originally proposed and analyzed except during emergencies and then only for emergency vehicles. Therefore, it is no longer anticipated that project-generated traffic will impact the Buschmann Road/SR 191 intersection approaching from the west (traveling east along Buschmann).

An Environmental Impact Report (EIR) was prepared for the PCV project pursuant to the provisions of the California Environmental Quality Act (CEQA) and certified as adequate by the Paradise Town Council on July 24, 2007. In addition, an Environmental Assessment (EA) resulting in a Finding of "No Significant Impact" was approved for the project by the Town Planning Director on January 18, 2007. Two mitigation measures contained within both the EIR and EA require significant contributions by the project developer toward eventual signalization of the Buschmann Road/SR191 and Village Parkway/SR191 intersections (MM 4.3.1 and MM4.3.3 in the EIR; Mitigation Measures #14 and #15 in the EA).

On September 21, 2011, the project developer submitted a formal request to the Town of Paradise to modify the two mitigation measures in the EIR in a manner the incorporates an alternative formula for establishing a "fair share contribution" from the project for signalization of these intersections, triggered by the actual issuance of Certificates of Occupancy for the project and the actual incremental increase in vehicle trips created by each land use (please see attached letter from David Ferrier, requested text changes for the mitigation measures and a spreadsheet developed by project engineer NorthStar Engineering).

On October 18, 2011, the Planning Commission conducted a noticed public hearing to consider the developer's request to modify the mitigation measures contained within environmental documents prepared for the project. After accepting public testimony and at the conclusion of

the public hearing, the Planning Commission adopted Resolution No. 11-07, thereby recommending that the Town Council adopt a separate resolution formally modifying the mitigation measures in a manner that is consistent with the applicant's request and the proposed alternative formula for calculating the required traffic mitigation fees.

DISCUSSION:

The mitigation measures that were originally developed for the PCV project reflected the original vision that the project was essentially to proceed with development of the site in a single phase and that funding for needed infrastructure improvements (including funding for future signalization) would be provided by the sale of the single-family lots within the subdivision. As such, the mitigation measures required much of the funding for the intersection improvements in advance of the issuance of any building permits for the project. However, market forces have greatly reduced the demand for the single family lots, so this earlier approach has now become largely infeasible.

Inasmuch as the project is now proceeding in phases, the traffic impact of the first phase is considerably less significant than the traffic impact of the entire project as originally proposed and analyzed and the access to Paloma Avenue and Buschmann Road is now limited to emergency access only, Town staff continues to be supportive of this request. In addition, the California Department of Transportation (CalTrans), the agency that owns, maintains and controls the operation of the affected intersections, has reviewed the applicant's modification request and has concurred in writing with the proposed alternative method of calculating the required traffic mitigation fees (please see the attached letter from CalTrans staff dated October 10, 2011).

While the project developer has only requested modification of the EIR mitigation measures only, it stands to reason that, if mitigation measures contained within the EIR for the Project are modified, corresponding mitigation measures 14 and 15 contained within the EA for the Project should be similarly modified.

Town staff has determined and the Town Attorney has agreed that environmental review for the PCV project has been adequately addressed pursuant to the requirements of the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA) via the previous certification and approval of environmental documents and that the proposed mitigation measure modifications will not result in any new significant adverse environmental impacts.

Attached with this memorandum for your consideration and recommended adoption is Planning Commission Resolution No 11-07, a resolution document recommending Town Council approval of a separate resolution document modifying certain mitigation measures contained

within the EIR and EA prepared for the Paradise Community Village project. The resolution prepared for Town Council consideration has been prepared in a manner that is consistent with the project developer's modification request, the written concurrence received by Town staff from CalTrans and with the Planning Commission's recommendation.

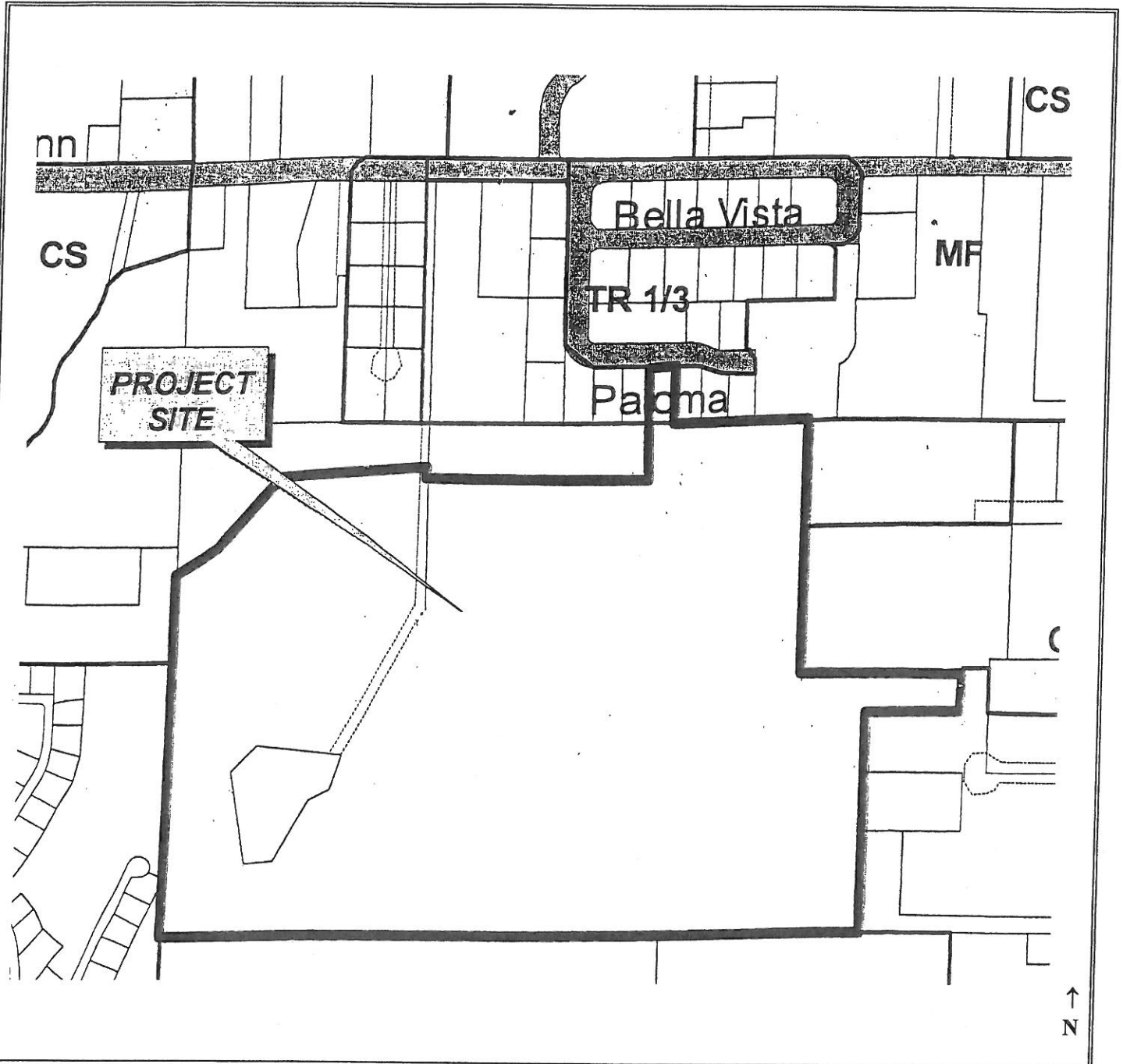
Please review the attached resolution document, the mitigation measure modification request and its associated spreadsheet and be prepared to discuss the matter with other Town Council members, Town staff and members of the attending public.

FINANCIAL IMPACT: Adoption of the resolution modifying the Paradise Community Village EIR and EA mitigation measures will have no impact upon the Town's finances.

Attachments

LIST OF ATTACHMENTS
Agenda No. 5(a)

1. Vicinity map of the project site area.
2. Notice of public hearing for the PCV mitigation measure modification request
3. List of property owners notified of the public hearing
4. Letter dated September 21, 2011 from David Ferrier, PCV President, requesting modifications to mitigation measures assigned to the PCV project
5. Comments received from CalTrans staff dated October 10, 2011 indicating concurrence with the proposed mitigation measure modifications
6. Excerpt of October 18, 2011 draft Planning Commission minutes
7. Planning Commission Resolution No. 11-07, "A Resolution of the Town of Paradise Planning Commission Recommending Town Council Modification of Mitigation Measures Relating to the Environmental Impact Report and the Environmental Assessment for the Paradise Community Village Project"
8. Town of Paradise Resolution No. 11-___, "A Resolution of the Town of Paradise Modifying Certain Mitigation Measures Relating to the Environmental Impact Report and the Environmental Assessment for the Paradise Community Village Project (PL09-00106, Paradise Community Village)."
9. Map of the Paradise Community Village project (11" X 17")



APPLICANT: PARADISE COMMUNITY VILLAGE		WEST END OF VILLAGE PARKWAY, PARADISE
OWNER: PARADISE COMMUNITY VILLAGE, CHIP		
REQUEST: PARADISE COMMUNITY VILLAGE MITIGATION MEASURE AMENDMENT REQUEST: Planning Commission consideration of a resolution recommending Town Council approval for amendments to mitigation measures contained within the environmental documents prepared and certified in 2007 for a previously-approved mixed-use planned development project on a +/-48.38 acre project site. If ultimately approved by the Town Council, the modification request would result in the implementation of an alternative formula for calculating traffic mitigation fees for the project, but is not intended to result in an overall reduction or elimination of the required fees.		
Zoning: CS-PD	GENERAL PLAN: CS	FILE : N/A
ASSESSOR PARELS: 054-380-001, 002		MEETING DATE: 10-18-11

TOWN OF PARADISE NOTICE OF PUBLIC HEARING

a. **Item for which an environmental impact report and an environmental assessment have been previously certified**

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Paradise will conduct a public hearing on Tuesday, November 8, 2011 at 9:00 a.m., or as soon thereafter as possible, in the Town Hall Council Chambers, 5555 Skyway, Paradise, California regarding the following matter:

PARADISE COMMUNITY VILLAGE MITIGATION MEASURE AMENDMENT REQUEST (PL09-00106): Town Council consideration of a Planning Commission recommendation to adopt a resolution to amend several mitigation measures contained within the environmental documents prepared and certified in 2007 for a mixed-use planned development project approved by the Town in 2009. If approved by the Town Council, the modification request would result in the implementation of an alternative formula for calculating traffic mitigation fees for the project, but is not intended to result in an overall reduction or elimination of the required fees. The +/-48.38 acre project site, zoned Community Services/Planned Development (CS/PD), is located at the west end of Village Parkway in Paradise and is further identified as Assessor Parcel Nos. 054-380-001 and 002.

The project file is available for public inspection at the Town of Paradise, Community Development Department, Paradise Town Hall. If you challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Town Council at, or prior to, the public hearing. For further information please contact the Community Development Department (planning division), Town Hall, 5555 Skyway, Paradise, CA (530) 872-6291.

Joanna Gutierrez, CMC
Town Clerk

The mailing list for the homeowners within 300 feet of the Paradise Community Village Project are available in the Town Clerk's Office upon request.

September 21, 2011

Paradise Community Village
P.O. Box 1272
Paradise, CA 95967

Mr. Craig Baker
Planning Director
Town of Paradise
5555 Skyway
Paradise, CA 95969

TOWN OF PARADISE
COMMUNITY DEVELOPMENT DEPT.

SEP 21 2011

RECEIVED

Re: Paradise Community Village
Request for Modification of Environmental Mitigation, Traffic Impacts

Dear Craig,

Paradise Community Village requests a modification to the required mitigations to the traffic impact of the Paradise Community Village tentative subdivision map.

There are several reasons for this request including the changing situation for the individual member entities to trigger their respective projects and contribute to the infrastructure, the changes to the general economic climate that have influenced all aspects of the project, and the loss of the primary resource intended to fund infrastructure improvements (the single family development). To meet these concerns, PCV made a decision to refocus on phasing the infrastructure in a manner that met the anticipated projects ready to move forward.

During the process a paradigm shift occurred that redefined the project. The prior paradigm was one that was designed, and entitled, in a manner that anticipated a fairly fast succession of individual projects moving through construction with a corresponding completion of the majority of the site. The new paradigm became a multi-phased project with a primary emphasis only on projects ready to move forward. This new focus lessened the scale of many of the proposed improvements. This approach is simply what has made the project approachable, because it became affordable. In relationship to the former paradigm, a share of cost based on the former improvements no longer matched the size, scope, and number of projects actually moving forward.

As a result, we request that the signalization requirements be modified as follows (original approval in black, requested modification in red):

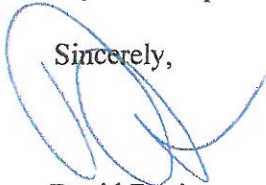
MM4.3.1: Prior to issuance of ~~building permits certificate(s) of occupancy~~, the project developer shall pay their fair-share determined to be 16.7 percent based on "Fair Share of Improvement Cost Calculations" methodology discussed previously, for the installation of a new traffic signal at the Buschmann Road/SR 191-Clark Road intersection. The intersection signals shall be ~~installed constructed prior to 50% completion and occupancy of the Paradise Community Village project, or implementation of a similar mitigation action as adopted by the Town Council, occupancy of total project development that is greater than 50% of the proposed traffic increase using average weekday trip rates (see attached spreadsheet). The fair share contribution payment shall be calculated on a per dwelling basis using average weekday trip rates and the contribution payment shall be paid to the Town of Paradise prior to occupancy of the building.~~

MM 4.3.3: The developer shall provide for through the payment of a fair-share in-lieu traffic fee amounting to 19.9% of the total cost for the signalization of the SR 191-Clark Road/Tall Pines Driveway (Village Parkway) intersection as the Tall Pines driveway roadway will be providing the main access to the project site. ~~The traffic signal shall be constructed prior to occupancy of total project development that is greater than 75% of the proposed traffic increase using average weekday trip rates. The entire contribution payment shall be paid to the Town of Paradise prior to recordation of the Final Map for the single-family residential subdivision.~~

We are requesting consideration of this at the Town's October Planning Commission meeting.

Thank you for your consideration and please contact me or our consultant, Northstar Engineering if you have questions.

Sincerely,



David Ferrier
President

Cc: Steve Gibson
Mark Adams, Nicole Bateman – Northstar Engineering

Attachment: Traffic Signal "Fair-Share" of Improvement Cost Calculations

DEPARTMENT OF TRANSPORTATION

DISTRICT 3
703 B STREET
MARYSVILLE, CA 95901
PHONE (530) 634-7616
FAX (530) 741-5346
TTY 711



*Flex your power!
Be energy efficient!*

October 10, 2011

032011BUT0023
Paradise Community Village
BUT-191 PM 11.13

Mr. Craig Baker
Community Development Department
Town of Paradise
5555 Skyway
Paradise, CA 95969

Dear Mr. Baker:

Thank you for the opportunity to review your mitigation modification request for the Paradise Community Village planned development project located just south of Buschmann Road and just west of State Route (SR) 191 (Clark Road) in the Town of Paradise.

This project originally proposed a single phased project on 48.38 acres. As described in the mitigation modification request, the project is now proceeding in four phases and will consist of the consolidation of four parcels into two lots of 2.52 acres and 45.86 acres respectively. Sole access to the project site is to be through an extension of Village Parkway to SR 191 with fire and emergency access only from Paloma Avenue to the development. As Paloma Avenue will no longer serve motorized vehicle traffic to the development, we concur that there should be no significant traffic impacts to the Buschmann Road/SR 191 intersection.

In accordance with your request to consider modification to the mitigation measures approved in July 2009, we concur with your findings that the traffic impact of the first phase of the project is considerably less significant than the traffic impact of the entire project as originally proposed. As such, the phased mitigation proposal appears to be a reasonable method of funding the necessary improvements which include signalization of the Village Parkway/SR 191 intersection.

Please note a local roadway widening project on SR 191, which will provide a two-way left-turn lane in the area of this project, was approved in 2007. The proposed signalization of Village Parkway/SR 191 will need to be consistent with the approved roadway widening project.

Mr. Craig Baker
October 10, 2011
Page 2

All work proposed and performed within the State Highway right-of-way must be in accordance with Caltrans' standards and requires a Caltrans Encroachment Permit prior to commencing construction. For more information on encroachment permits, the requirements, and an application form, please visit our web page at www.dot.ca.gov/doingbusiness and then click on "Encroachment Permits" or contact the Caltrans District 3 Office of Encroachment Permits directly at (530) 741-4403.

It is our understanding that the Planning Commission will tentatively be reviewing this matter at the October 18, 2011 meeting. Please provide our office with copies of the final modified conditions of approval or final modified approval document(s) for this project following the meeting.

If you have any questions regarding these comments or require additional information, please do not hesitate to contact the interim Butte County Intergovernmental Review Coordinator, Shannon Culbertson, by phone at (530) 741-5435 or by email at shannon_culbertson@dot.ca.gov.

Sincerely,



RICHARD HELMAN, Chief
Office of Transportation Planning – North

c: Shannon Culbertson, D3 Transportation Planning

EXCERPT OF DRAFT PARADISE PLANNING COMMISSION MINUTES
October 18, 2011 - 6:00 p.m.
Paradise Town Council Chambers
5555 Skyway, Paradise, CA

5. PUBLIC HEARING

Following Community Development Director Baker's announcement of the first public hearing, Planning Commissioner Jones stated that she is recusing herself from this item.

a. Item for which an environmental impact report and an environmental assessment have been previously certified:

PARADISE COMMUNITY VILLAGE MITIGATION MEASURE AMENDMENT REQUEST: Planning Commission consideration of a resolution recommending Town Council approval for amendments to mitigation measures contained within the environmental documents prepared and certified in 2007 for a previously-approved mixed-use planned development project. If ultimately approved by the Town Council, the modification request would result in the implementation of an alternative formula for calculating traffic mitigation fees for the project, but is not intended to result in an overall reduction or elimination of the required fees. The +/-48.38 acre project site, zoned Community Services/Planned Development (CS/PD), is located at the west end of Village Parkway in Paradise and is further identified as Assessor Parcel Nos. 054-380-001 and 002.

Community Development Director Baker explained that the request is for modification to two mitigation measures that are contained the Environmental impact report (EIR) for the Paradise Community Village project and which are mirrored in the Environmental Assessment (EA); gave a brief background on the project describing the location, size and potential development planned for the site; and, discussed changes that have occurred since the project approval, which was originally envisioned to progress quickly with funding being provided by the sale of the single family lots planned for the site. Since the downturn in the housing market for single family lots, the project is not progressing as planned. The first phase of the project is progressing, facilitated primarily by grant funding and administered by the California Housing Improvement Program located in Chico.

Mr. Baker briefly explained the process through which traffic signals for nearby intersections would be funded (mitigation fees), and that the developer submitted on September 21, 2011, a request to the Town to modify two mitigation measures in the Environmental Impact Report (EIR) to establish an alternative formula for a "fair share contribution" towards the eventual signalization of the Buschmann Road/SR191 and Village Parkway/SR191 intersections, as the traffic impact of the first phase will be less than that of the entire project as originally proposed. Mr. Baker stated that the Planning Commission is being asked to adopt a resolution that would forward a recommendation to the Town Council to consider formally amending certain mitigation measures 4.3.1 and 4.3.3 of the EIR and 14 and 15 of the EA for the Paradise Community Village project; and, that the proposed alternative formula is attached to the resolution document.

Commissioner Woodhouse asked for clarification and Mr. Baker explained that fees would be due as each building, not each dwelling unit is issued a certificate of occupancy, that it is anticipated that Phase 1, the development of the affordable housing, will occur at a fast pace, that the funding is in place for the project and building permits must be pulled by the end of December 2011.

Chair Grossberger opened the public hearing at 6:13 p.m.

Project Applicant:

Steve Gibson, Executive Director for Paradise Community Development, thanked the Planning Commission, stated that Mr. Baker did a good job in summarizing the project, that when project came forward four years ago a much faster build out was anticipated, and that the proposal does not reduce the fees but sets up more of a pro-rated share of cost as the elements come on line. Otherwise, the upfront cost to CHIP will make the project unaffordable.

Commissioner Woodhouse asked if there would be any difficulty in obtaining tenants and Mr. Gibson stated that the CHIP process is rigorous and competitive, and that the market study that was done proved to the funding sources that there is a market in this community that would fill the units to the extent that they would pay their way. There will be 11 residential buildings in the project including a community building on site.

Nicole Ledford, Northstar Engineering, stated that she thinks the proposed formula has clarified the timing and the payments for construction of the signals; and, they are working within the confines of the approved EIR and EA, the approved tentative map and a completed traffic analysis.

Commissioner Bolin asked what happens if some of the planned development does not take place, as he has heard rumors about the middle school, the soccer fields and the skate park, and that he doesn't see how the project would get to the \$41,000 without those projects.

Ms. Ledford stated that if the lots aren't going to ultimately be occupied by the same uses as currently envisioned, any analysis would consider resulting traffic counts using accepted methods and if any change resulted in less or more traffic, fees could be adjusted accordingly. Future development of the lots would in any case be the Town's decision and subject to additional review.

Commissioner Bolin asked if there is a trigger point for the signal to be built, and Mr. Baker stated there is a trigger point that relates to the percentage of vehicle trips assigned to each lot, which is 50% for the Buschmann/Clark intersection and 75% for the Village Parkway/Clark.

Chair Grossberger asked if the rumors could be clarified (if some elements of the project aren't going to happen), and if the necessary contribution will remain at \$41,000; and Mr. Baker stated that they could not dispel any rumors, that staff and Cal Trans believe the figures at 26, that the figures associated with traffic

analysis are estimates, that subsequent phases of the project will still be subject to additional Town review and assessed independently, and that a development could come in that would generate more traffic than what is currently estimated and which could require a greater contribution than anticipated. Mr. Gibson stated originally they anticipated that everyone would be paying their share at the same time and now they have basically had to triage to pay a portion in order to move forward with the first phase of the development.

Chair Grossberger stated that the percentage of the 100% required from the development would be a fair share apportionment and that she thinks this is a timing issue.

Mr. Gibson stated that they have lived with rumors since the inception of the project.

Mr. Baker stated there is the possibility of other future contributions towards the signal, for example, a 60-lot residential subdivision has been approved for property adjacent to Clark Road which is conditioned to contribute to the signal at such time as the project goes forward. Other development above and beyond the PCV project would contribute towards signalization if it is found during project review that there would be a significant traffic impact upon the intersections.

Commissioner Zuccolillo discussed the possibility of the housing project going in, but other parts of the project not building out, and asked if the last developer would be get stuck paying a larger portion of the signal cost, and asked if there is gap at build out, for example, if only \$30,000 of the \$41,000 was collected, then who pays the difference. Mr. Baker stated that it is not proper or legally defensible to exact from any developer more than their fair share of the impact and that any shortfalls would come from a different funding source; different development projects or grant funding.

Mr. Gibson stated that they would have to wait and Ms. Ledford discussed that if different uses came in, their number of trips could be lower, and that traffic for the overall site could be lower – the 16.7% figure will not change.

Commissioner Zuccolillo questioned if the 50% is reached (that would require construction of a signal) and if the amount of mitigation fees collected come up short of the \$41,000, where would the needed money come from.

Mr. Baker stated that he does not think there is a definitive answer to the question, that several signal projects completed in the Town have been grant funded.

Chairman Grossberger stated that she sees this as a matter of timing and a fair share issue as the applicant is not asking that the percentage or the total amount be changed and that the traffic generation anticipated for the total project will not occur with Phase I development.

Mr. Gibson stated that in the beginning it was not anticipated that they would have to “piecemeal” the project, and that it would be cost prohibitive for CHIP to move

forward if the total 16.7% has to be paid out at once prior to the issuance of any building permits, as currently required.

Attending Public:

Jon Remalia asked about apportioned share, and how does one pay an apportioned share of an unknown, and suggested when the trips per day generated on the road exceeds a given number, then use that traffic count as a trigger, and suggested using the City of Chico, with whom the Town has contracted, to look at the project and come up with ideas, and that using actual numbers generated in the subdivision makes more sense, and that he thinks everything is too up in the air.

Chair Grossberger closed the hearing to the public hearing at 6:30 p.m.

Commissioner Zuccolillo asked what happens if there is lack of funding for a traffic signal on the Cal Trans side, and Commissioner Woodhouse stated that it seems if the 50% is reached and there is no further funding then the Town is stuck in a catch 22 situation and there can be no further development on the PCV project.

Community Development Director Baker stated, in response to Mr. Remalia's question, that the current mitigation measures are based upon traffic counts for each use and Caltrans, the agency that owns, maintains and manages the intersections, has concurred with the proposed changes.

AGENDA ITEM 5(a): It was moved by Commissioner Bolin, seconded by Commissioner Woodhouse, and carried by those participating, to adopt Resolution No. 11-07, A Resolution of the Town of Paradise Planning Commission Recommending Town Council Modification of Mitigation Measures Relating to the Environmental Impact Report and the Environmental Assessment for the Paradise Community Village Project.

ROLL CALL VOTE:

AYES: Commissioners Bolin, Woodhouse, Zuccolillo and Chairman Grossberger.

NOES: None.

ABSTAIN: Commissioner Jones.

ABSENT: None.

MOTION CARRIES.

**TOWN OF PARADISE
PLANNING COMMISSION**

RESOLUTION NO. 11-07

**A RESOLUTION OF THE TOWN OF PARADISE PLANNING COMMISSION RECOMMENDING TOWN
COUNCIL MODIFICATION OF MITIGATION MEASURES
RELATING TO THE ENVIRONMENTAL IMPACT REPORT AND THE ENVIRONMENTAL ASSESSMENT
FOR THE
PARADISE COMMUNITY VILLAGE PROJECT**

WHEREAS, on January 18, 2007, the Paradise Planning Director approved the Environmental Assessment (EA) and a Finding of No Significant Impact for the Paradise Community Village Project (Project); and

WHEREAS, on July 24, 2007, the Paradise Town Council certified the Environmental Impact Report (EIR) for the Project; and

WHEREAS, the EIR contained certain mitigation measures that were imposed on the Project among which are mitigation measures 4.3.1 and 4.3.3 relating to future signalization of two intersections on SR 191-Clark Road that are owned, maintained and controlled by the California Department of Transportation; and

WHEREAS, the EA contained corresponding mitigation measures that were imposed on the Project among which are mitigation measures 14 and 15 relating to the future signalization of the same two intersections on SR 191-Clark Road; and

WHEREAS, the owner of the Project has requested that mitigation measures 4.3.1 and 4.3.3 contained within the EIR be modified due to the following changed circumstances relating to the traffic signals at Buschmann Road/SR 191-Clark Road and SR 191-Clark Road/Village Parkway:

The Project developer submitted a formal request to the Town of Paradise to modify these mitigation measures in a manner that incorporates an alternative formula for establishing a "fair share contribution" from the Project for signalization of these intersections (see attached letter from David Ferrier). Inasmuch as the Project is now proceeding in phases, the traffic impact of the first phase is considerably less significant than the traffic impact of the entire Project as originally proposed and analyzed, and the access to Paloma Avenue and Buschmann Road is now limited to emergency access only, further reducing the traffic impact of the Project; and

WHEREAS, it stands to reason that, if mitigation measures contained within the EIR for the Project are modified in accordance with the Project developer's request, corresponding mitigation measures 14 and 15 contained within the EA for the Project should be similarly modified; and

RESOLUTION 11-07

WHEREAS, on October 8, 2011, public notice provided that the Planning Commission will consider proposed modifications to mitigation measures contained within the Project environmental documents on October 18, 2011; and

WHEREAS, the California Department of Transportation has concurred in writing with Town staff's analysis of the Project applicant's request and the implementation of the alternative formula for establishing a "fair share contribution" from the Project for signalization of two intersections on SR 191-Clark Road that are owned, maintained and controlled by the California Department of Transportation.

NOW, THEREFORE, THE TOWN OF PARADISE PLANNING COMMISSION hereby resolves as follows:

Section 1. The above statements are true and correct.

Section 2. The Planning Commission has independently considered the substantial evidence associated with the modifications of mitigation measures 4.3.1 and 4.3.3 of the EIR for the Project and mitigation measures 14 and 15 of the EA for the Project.

Section 3. Based on such substantial evidence, the Planning Commission hereby recommends to the Town Council that mitigation measures 4.3.1 and 4.3.3 of the EIR and mitigation measures 14 and 15 of the EA for the Paradise Community Village Project be modified to read:

EIR mitigation measure 4.3.1 and EA mitigation measure 14: Prior to issuance of certificate(s) of occupancy for each unit, the Project developer shall pay their fair-share determined to be 16.7 percent based on "Fair Share of Improvement Cost Calculations" methodology discussed previously for the installation of a new traffic signal at the Buschmann Road/SR 191-Clark Road intersection. The intersection signals shall be constructed prior to occupancy of total Project development that is greater than 50% of the proposed traffic increase using average weekday trip rates (see attached spreadsheet identified as Exhibit "A"). The fair share contribution payment shall be calculated on a per dwelling basis using average weekday trip rates and the contribution payment shall be paid to the Town of Paradise prior to occupancy of each unit; and

EIR mitigation measure 4.3.3 and EA mitigation measure 15: The project developer shall provide for through the payment of a fair-share in-lieu traffic fee of 19.9% of the total cost for the signalization of the SR 191-Clark Road/Village Parkway intersection as the roadway providing the main access to the Project site. The traffic signal shall be constructed prior to occupancy of total Project development that is greater than 75% of the proposed traffic increase using average weekday trip rates (see attached spreadsheet identified as Exhibit "A"). The entire contribution payment shall be paid to the Town of Paradise prior to recordation of the Final Map for the single-family residential subdivision.

Section 4. This resolution shall be forwarded to the Town Council for its consideration.

RESOLUTION 11-07

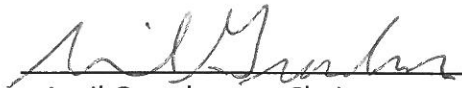
PASSED AND ADOPTED by the Planning Commission of the Town of Paradise this 18th day of October, 2011, by the following vote:

AYES: Greg Bolin, Craig Woodhouse, Michael Zuccolillo, and April Grossberger, Chair.

NOES: None.

ABSENT: None.


NOT VOTING: Jody Jones (abstention).


April Grossberger, Chair

APPROVED AS TO FORM:


Dwight L. Moore, Town Attorney

ATTEST: 10-20-2011


Joanna Gutierrez, Town Clerk

NorthStar Engineering
 111 Mission Ranch Blvd
 Chico, CA 95926

PARADISE COMMUNITY VILLAGE
 BUSCHMANN ROAD/SR 191-CLARK ROAD
TRAFFIC SIGNAL "FAIR-SHARE" OF IMPROVEMENT COST CALCULATIONS

September 15, 2011

Total Estimated Signal Cost \$ 250,000.00
 PCV Share of Signal Cost 16.7% \$ 41,750.00

<u>Land Use</u>	<u>Quantity</u>	<u>Unit</u>	<u>Trip Generation</u>	<u>Rate</u>	<u>Trips</u>	<u>Percentage</u>	<u>Cost Share</u>	<u>Cost Per Unit</u>
Single Family Residential	32	Each	9.57		306	13%	\$ 5,372.74	\$ 167.90
Multi Family Residential	96	Each	9.57		919	39%	\$ 16,118.21	\$ 167.90
Middle School	160	Students	1.62		259	11%	\$ 4,547.46	\$ 28.42
Clubhouse	12000	1000 Sq Ft	22.88		275	12%	\$ 4,816.94	\$ 0.40
Community Center	10300	1000 Sq Ft	22.88		236	10%	\$ 4,134.54	\$ 0.40
Soccer Complex	4	Fields	71.33		285	12%	\$ 5,005.71	\$ 1,251.43
Recreational Facilities (Skateboard Park)	1	Each	100		<u>100</u>	<u>4%</u>	<u>\$ 1,754.42</u>	<u>\$ 1,754.42</u>
					2380	100%	\$ 41,750.00	

EXHIBIT "A"

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

**A RESOLUTION OF THE TOWN OF PARADISE MODIFYING CERTAIN MITIGATION MEASURES
RELATING TO THE ENVIRONMENTAL IMPACT REPORT AND THE ENVIRONMENTAL ASSESSMENT
FOR THE PARADISE COMMUNITY VILLAGE PROJECT**

WHEREAS, on January 18, 2007, the Paradise Planning Director approved the Environmental Assessment (EA) and a Finding of No Significant Impact for the Paradise Community Village Project (Project); and

WHEREAS, on July 24, 2007, the Paradise Town Council certified the Environmental Impact Report (EIR) for the Project; and

WHEREAS, the EIR contained certain mitigation measures that were imposed on the Project among which are mitigation measures 4.3.1 and 4.3.3 relating to future signalization of two intersections on SR 191-Clark Road that are owned, maintained and controlled by the California Department of Transportation; and

WHEREAS, the EA contained corresponding mitigation measures that were imposed on the Project among which are mitigation measures 14 and 15 relating to the future signalization of the same two intersections on SR 191-Clark Road; and

WHEREAS, the owner of the Project has requested that mitigation measures 4.3.1 and 4.3.3 contained within the EIR be modified due to the following changed circumstances relating to the traffic signals at Buschmann Road/SR 191-Clark Road and SR 191-Clark Road/Village Parkway:

The Project developer submitted a formal request to the Town of Paradise to modify these mitigation measures in a manner that incorporates an alternative formula for establishing a "fair share contribution" from the Project for signalization of these intersections (see attached letter from David Ferrier). Inasmuch as the Project is now proceeding in phases, the traffic impact of the first phase is considerably less significant than the traffic impact of the entire Project as originally proposed and analyzed, and the access to Paloma Avenue and Buschmann Road is now limited to emergency access only, further reducing the traffic impact of the Project; and

WHEREAS, it stands to reason that, if mitigation measures contained within the EIR for the Project are modified in accordance with the Project developer's request, corresponding mitigation measures 14 and 15 contained within the EA for the Project should be similarly modified; and

WHEREAS, on October 18, 2011, the Paradise Planning Commission adopted Resolution No. 11-07, in which it recommends such modification of Mitigation Measures 4.3.1 and 4.3.3 of the EIR and Mitigation Measures 14 and 15 of the EA; and

WHEREAS, on October 29, 2011, public notice provided that the Town Council will consider proposed modifications to mitigation measures contained within the Project environmental documents on November 8, 2011; and

RESOLUTION 11-___

WHEREAS, the California Department of Transportation has concurred in writing with Town staff's analysis of the Project applicant's request and the implementation of the alternative formula for establishing a "fair share contribution" from the Project for signalization of two intersections on SR 191-Clark Road that are owned, maintained and controlled by the California Department of Transportation.

NOW, THEREFORE, THE TOWN OF PARADISE TOWN COUNCIL hereby resolves as follows:

Section 1. The above statements are true and correct.

Section 2. The Town Council has independently considered the substantial evidence associated with the modifications of mitigation measures 4.3.1 and 4.3.3 of the EIR for the Project and mitigation measures 14 and 15 of the EA for the Project.

Section 3. Based on such substantial evidence and the Planning Commission's recommendation, the Town Council modifies mitigation measures 4.3.1 and 4.3.3 of the EIR and mitigation measures 14 and 15 of the EA for the Paradise Community Village Project to read:

EIR mitigation measure 4.3.1 and EA mitigation measure 14: *Prior to issuance of certificate(s) of occupancy for each unit, the Project developer shall pay their fair-share determined to be 16.7 percent based on "Fair Share of Improvement Cost Calculations" methodology discussed previously for the installation of a new traffic signal at the Buschmann Road/SR 191-Clark Road intersection. The intersection signals shall be constructed prior to occupancy of total Project development that is greater than 50% of the proposed traffic increase using average weekday trip rates (see attached spreadsheet identified as Exhibit "A"). The fair share contribution payment shall be calculated on a per dwelling basis using average weekday trip rates and the contribution payment shall be paid to the Town of Paradise prior to occupancy of each unit; and*

EIR mitigation measure 4.3.3 and EA mitigation measure 15: *The project developer shall provide for through the payment of a fair-share in-lieu traffic fee of 19.9% of the total cost for the signalization of the SR 191-Clark Road/Village Parkway intersection as the roadway providing the main access to the Project site. The traffic signal shall be constructed prior to occupancy of total Project development that is greater than 75% of the proposed traffic increase using average weekday trip rates (see attached spreadsheet identified as Exhibit "A"). The entire contribution payment shall be paid to the Town of Paradise prior to recordation of the Final Map for the single-family residential subdivision.*

Section 4. This resolution shall become effective immediately upon its adoption.

RESOLUTION 11-_____

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 8th day of November, 2011, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Mayor Alan White

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

ATTEST:

Town Clerk

NorthStar Engineering
 111 Mission Ranch Blvd
 Chico, CA 95926

PARADISE COMMUNITY VILLAGE
 BUSCHMANN ROAD/SR 191-CLARK ROAD
TRAFFIC SIGNAL "FAIR-SHARE" OF IMPROVEMENT COST CALCULATIONS
 September 15, 2011

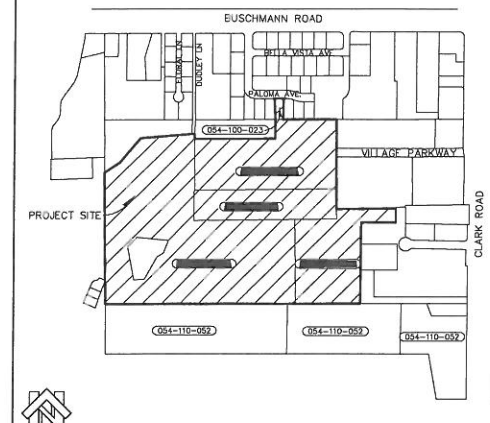
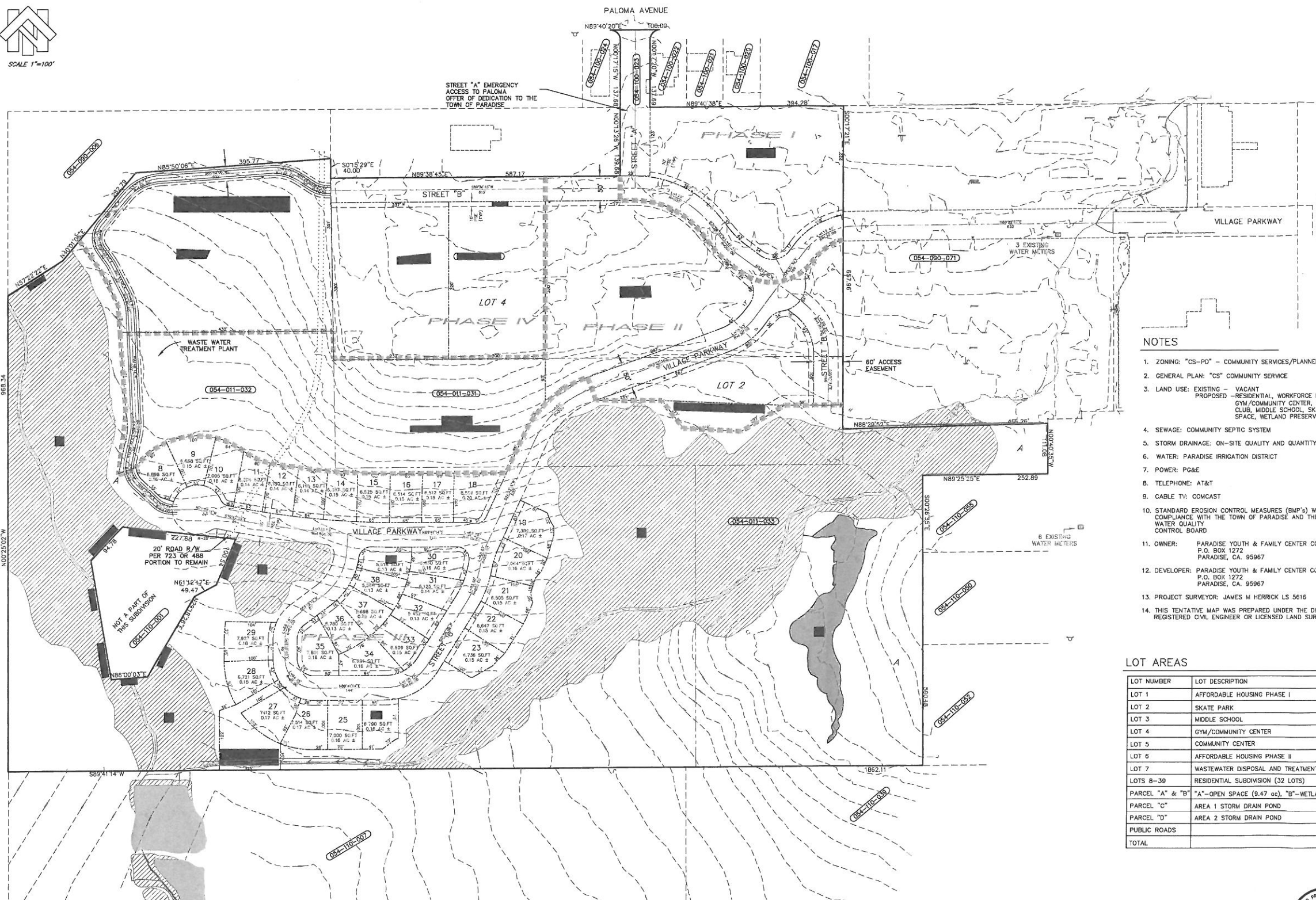
Total Estimated Signal Cost \$ 250,000.00
 PCV Share of Signal Cost 16.7% \$ 41,750.00

<u>Land Use</u>	<u>Quantity</u>	<u>Unit</u>	<u>Trip Generation</u>	<u>Rate</u>	<u>Trips</u>	<u>Percentage</u>	<u>Cost Share</u>	<u>Cost Per Unit</u>
Single Family Residential	32	Each		9.57	306	13%	\$ 5,372.74	\$ 167.90
Multi Family Residential	96	Each		9.57	919	39%	\$ 16,118.21	\$ 167.90
Middle School	160	Students		1.62	259	11%	\$ 4,547.46	\$ 28.42
Clubhouse	12000	1000 Sq Ft		22.88	275	12%	\$ 4,816.94	\$ 0.40
Community Center	10300	1000 Sq Ft		22.88	236	10%	\$ 4,134.54	\$ 0.40
Soccer Complex	4	Fields		71.33	285	12%	\$ 5,005.71	\$ 1,251.43
Recreational Facilities (Skateboard Park)	1	Each		100	<u>100</u>	<u>4%</u>	<u>\$ 1,754.42</u>	<u>\$ 1,754.42</u>
					2380	100%	\$ 41,750.00	

EXHIBIT "A"



SCALE 1"=100'



LOCATION MAP
NTS

NOTES

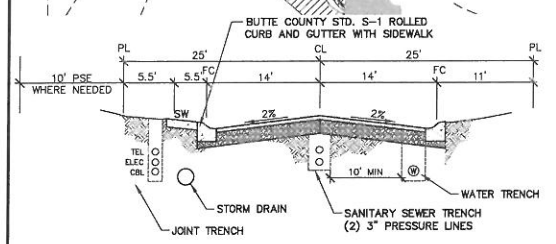
- ZONING: "CS-PD" - COMMUNITY SERVICES/PLANNED DEVELOPMENT
- GENERAL PLAN: "CS" COMMUNITY SERVICE
- LAND USE: EXISTING - VACANT
PROPOSED - RESIDENTIAL, WORKFORCE RESIDENTIAL, GYM/COMMUNITY CENTER, BOYS & GIRLS CLUB, MIDDLE SCHOOL, SKATE PARK, OPEN SPACE, WETLAND PRESERVE.
- SEWAGE: COMMUNITY SEPTIC SYSTEM
- STORM DRAINAGE: ON-SITE QUALITY AND QUANTITY MITIGATION
- WATER: PARADISE IRRIGATION DISTRICT
- POWER: PG&E
- TELEPHONE: AT&T
- CABLE TV: COMCAST
- STANDARD EROSION CONTROL MEASURES (BMP's) WILL BE USED IN COMPLIANCE WITH THE TOWN OF PARADISE AND THE REGIONAL WATER QUALITY CONTROL BOARD
- OWNER: PARADISE YOUTH & FAMILY CENTER CORPORATION
P.O. BOX 1272
PARADISE, CA. 95967
- DEVELOPER: PARADISE YOUTH & FAMILY CENTER CORPORATION
P.O. BOX 1272
PARADISE, CA. 95967
- PROJECT SURVEYOR: JAMES M HERRICK LS 5616
- THIS TENTATIVE MAP WAS PREPARED UNDER THE DIRECTION OF A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR.

LEGEND

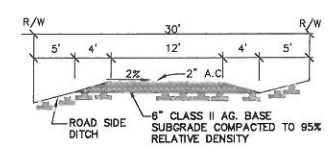
- EXISTING WATER METER
- EXISTING POWER POLE WITH ANCHOR
- EXISTING STORM DRAIN INLET
- EXISTING STORM DRAIN MANHOLE
- EXISTING WATER VALVE
- EXISTING SIGN
- EXISTING FIRE HYDRANT
- EXISTING GAS VALVE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING FENCE LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING PROPERTY LINE FOR SURROUNDING PARCELS
- PROPERTY BOUNDARY
- PROPOSED PROPERTY LINE
- PROPOSED EASEMENT
- INTERMITTENT STREAM
- PROPOSED RIPARIAN AREA SETBACK
- ASSESSORS PARCEL NUMBER
- PHASE LINE
- PUBLIC ROAD
- RIPARIAN AREA
- WET MEADOW AREA
- FRESH EMERGENT WETLAND

LOT AREAS

LOT NUMBER	LOT DESCRIPTION	ACREAGE	SQ. FT.	DEV. PHASE
LOT 1	AFFORDABLE HOUSING PHASE I	2.52±	109,608±	PHASE I
LOT 2	SKATE PARK	0.93±	40,299±	PHASE II
LOT 3	MIDDLE SCHOOL	2.66±	115,903±	PHASE II
LOT 4	GYM/COMMUNITY CENTER	1.47±	64,010±	PHASE IV
LOT 5	COMMUNITY CENTER	1.72±	75,053±	PHASE IV
LOT 6	AFFORDABLE HOUSING PHASE II	3.53±	153,784±	PHASE IV
LOT 7	WASTEWATER DISPOSAL AND TREATMENT	4.58±	199,630±	PHASE II
LOTS 8-39	RESIDENTIAL SUBDIVISION (32 LOTS)	4.91±	213,845±	PHASE III
PARCEL "A" & "B"	"A"-OPEN SPACE (9.47 ac), "B"-WETLAND AREA (12.66 ac)	22.13±	964,133±	PHASE III
PARCEL "C"	AREA 1 STORM DRAIN POND	0.24±	10,281±	PHASE II
PARCEL "D"	AREA 2 STORM DRAIN POND	0.32±	14,063±	PHASE III
PUBLIC ROADS		3.35±	146,302±	
TOTAL		48.38±	2,106,911±	



PUBLIC STREET - TYPICAL SECTION NOT TO SCALE



ACCESS ROAD - TYPICAL SECTION NOT TO SCALE

NORTHSTAR ENGINEERING,
MARK ADAMS
EXP. 9/30/09



NORTHSTAR ENGINEERING,
JAMES M. HERRICK
EXP. 9/30/2010



VESTING TENTATIVE SUBDIVISION MAP
PARADISE COMMUNITY VILLAGE
A PUBLIC STREET SUBDIVISION
FOR
PARADISE YOUTH & FAMILY CENTER CORPORATION

BEING A PORTION OF SECTION 23, TOWNSHIP
22 NORTH, RANGE 3 EAST
MOUNT DIABLO MERIDIAN

TOWN OF PARADISE
COUNTY OF BUTTE STATE OF CALIFORNIA

NorthStar
Civil Engineers • Surveyors
Chico, California
111 MISSION RANCH BLVD., SUITE 100
CHICO, CALIFORNIA 95926
PHONE: (530) 893-1600 FAX: (530) 893-2113
WEB SITE: www.northstareng.com

**TOWN OF PARADISE
COUNCIL AGENDA REPORT
DATE: NOVEMBER 8, 2011**

AGENDA NO. 7a

**ORIGINATED BY: Charles Rough, Town Manager
Lauren Gill, Asst. Town Manager
Gina Will, Finance Director
Crystal Peters, HR/Risk Mgmt. Analyst**

REVIEWED BY: Dwight L. Moore, Town Attorney

**SUBJECT: RECOMMENDED ADOPTION OF RESOLUTION NO.____, A
RESOLUTION APPROVING A TWO-YEAR MEMORANDUM OF
UNDERSTANDING AGREEMENT BETWEEN THE TOWN OF
PARADISE AND THE PARADISE POLICE MID-MANAGEMENT
ASSOCIATION, COVERING THE PERIOD FROM JULY 1, 2011 TO
JUNE 30, 2013**

COUNCIL ACTION REQUESTED:

- 1. Recommend adoption of Resolution No. ____, approving the Memorandum of Understanding Agreement between the Town of Paradise and the Paradise Police Mid-Management Association, covering the period from July 1, 2011 to June 30, 2013**
- 2. Decline to adopt Resolution No. ____ at this time.**

BACKGROUND:

This two-year memorandum of understanding agreement submitted for your review and consideration represents the third employee group so far out of a total of six employee groups that represent our Town employees to reach agreement on additional contract concessions to help the Town through our serious and current financial challenges.

The primary objective in our current series of contract negotiations with all of our employee groups, including this particular group, was to establish a means of containing future medical coverage costs for the Town with our active employees assuming a greater share of the Town's medical premium costs in the future.

Once again, as with our General Employees and Confidential Mid-Management Associations, whose contracts were recently ratified by the Town Council, this negotiation process between the Town's negotiating team, working under the direction of the Town Council, and the Paradise Police Mid-Management Association was based on a collaborative problem-solving approach to the meet and confer process.

Council Agenda Report

-2-

The result is a proposed memorandum of understanding agreement that represents another positive step forward in reducing the Town's original estimated \$ 45 million in retiree medical unfunded liability (as per July 1, 2010) by \$ 600,000. With Council's ratification of this agreement, total reduction of the Town's retiree medical unfunded liability, based only on the three agreements ratified so far with active employees, totals \$ 6.4 million.

This two-year memorandum of understanding agreement runs from July 1, 2011 (the expiration of their last memorandum of understanding agreement) to June 30, 2013. The highlights of this proposed agreement are summarized as follows:

1. Revises the share of the Town's medical insurance premium that active employees will pay with the establishment of a cap on current 2011 dollar amounts, and the removal of the 80/20 split provision.
2. Effective on approval of this agreement, the cash-out provision for sick leave will be eliminated, and the accrual cap for sick leave will be reduced from 2,000 hours maximum to 1,040 hours maximum.
3. In lieu of 5% cut in salary, this group waives the pay-out provision for their administrative leave benefit for each year of their two year agreement, but retains their 80-hours per year administrative leave on a use or lose basis.
4. New hires after November 8, 2011 will receive no pay-out for administrative leave and it will be on a use or lose basis.

FISCAL IMPACT:

Total 2011/12 estimated All Funds and General Fund savings (see attachment for itemized breakdown) as a result of the administrative leave payout waiver and changes to the Town's share of medical premiums is \$ 7,995.

Total 2012/13 estimated All Funds and General Fund savings (refer to same attachment), as a result of the administrative leave payout waiver and changes to the Town's share of medical premiums is \$ 9,262.

The cap on the Town's share of medical premium costs for active employees in this association will result in a \$ 600,000 reduction to the Town's retiree medical unfunded liability.

Town of Paradise
 Estimated Savings from PMM Proposed Agreement
 Police Mid-Management

7a2.

Total Estimated Savings		General Fund (1010) Estimated Savings	
2011/12	2012/13	2011/12	2012/13

Cost with proposed medical cap \$433.75; \$867.45 & \$1127.69 as of 11/21/11

	799	1,598	799	1,598
	307	615	307	615
	<u>1,106</u>	<u>2,213</u>	<u>1,106</u>	<u>2,213</u>

Total Estimated Savings		General Fund (1010) Estimated Savings	
2011/12	2012/13	2011/12	2012/13

Cost with Admin Leave 80 hours used not paid

	3,567	3,567	3,567	3,567
	3,322	3,482	3,322	3,482
	<u>6,889</u>	<u>7,049</u>	<u>6,889</u>	<u>7,049</u>

Totals

	<u>7,995</u>	<u>9,262</u>	<u>7,995</u>	<u>9,262</u>
--	--------------	--------------	--------------	--------------

Present Value of Future OPEB (GASB 45) Benefits @ 7/1/10:	1.0 Million
Present Value of Future OPEB (GASB 45) Benefits @ 7/1/11:	<u>0.4 Million</u>
Estimated Future Liability Savings with Medical Cap	0.6 Million

TOWN OF PARADISE

RESOLUTION NO. 11-___

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF PARADISE APPROVING THE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWN OF PARADISE AND THE TOWN OF PARADISE
POLICE MID-MANAGEMENT ASSOCIATION
COVERING THE PERIOD FROM JULY 1, 2011 TO JUNE 30, 2013**

WHEREAS, Resolution No. 81-23 establishes procedures for Employee-Employer relations; and

WHEREAS, the Meyers-Millias-Brown Act of the State of California, commencing with Government Code Section 3500, requires certain procedures to be followed regarding Employee-Employer relations; and

WHEREAS, the Town Council has directed the Town Manager to meet and confer in good faith with members of the Town of Paradise Police Mid-Management Association, and they have so met.

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

Section 1. That the attached Memorandum of Understanding (MOU) between the Town of Paradise and the Town of Paradise Police Mid-Management Association is approved for execution by the Town Manager.

Section 2. Furthermore, the Town Manager is hereby authorized to make appropriate adjustments to the Town's annual budget, including implementation of necessary administrative changes as may be required, to implement the terms and conditions set forth in the MOU.

////

////

////

////

////

////

////

////

////

Resolution 11- __

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 8th day of November, 2011, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Alan White, Mayor

ATTEST:

By: _____
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE TOWN OF PARADISE

AND

**THE TOWN OF PARADISE
POLICE MID-MANAGEMENT
ASSOCIATION**



**JULY 1, 2011 THROUGH JUNE 30, 2013
ADOPTED BY TOWN COUNCIL: NOVEMBER 8, 2011
RESOLUTION NO. 11- __**

**POLICE MID-MANAGEMENT ASSOCIATION
MEMORANDUM OF UNDERSTANDING
JULY 1, 2011 THROUGH JUNE 30, 2013
TABLE OF CONTENTS**

ARTICLE I. PREAMBLE

1.1 NONDISCRIMINATION 7
1.2 TOWN ASSOCIATION RELATIONS 7

ARTICLE II. RECOGNITION

2.1 RECOGNITION 7

ARTICLE III. AUTHORIZED AGENTS

3.1 AUTHORIZED AGENTS 8

ARTICLE IV. ASSOCIATION ACTIVITY

4.1 MEMBERSHIP LIST 8

ARTICLE V. WAGES

5.1 WAGES 8
5.2 EXCEPTIONAL PERFORMANCE BONUS 8
5.3 SALARY RANGE POLICY 8

ARTICLE VI. WORKING CONDITIONS

6.1 WORK SCHEDULES 8
6.2 OVERTIME-FAIR LABOR STANDARDS ACT 9
6.3 MID-MANAGEMENT ADMINISTRATIVE LEAVE 10
6.4 FLEXTIME 10

ARTICLE VII. PAID LEAVES

7.1 HOLIDAYS 10

7.2 SICK LEAVE..... 10

7.3 VACATION LEAVE..... 12

7.4 BEREAVEMENT LEAVE..... 13

7.5 FAMILY MEDICAL LEAVE ACT..... 14

ARTICLE VIII. MEDICAL, LIFE AND DISABILITY INSURANCE PLANS

8.1 HEALTH PLAN 15

8.2 INTERNAL REVENUE CODE SECTION 125 PLAN 15

8.3 RETIREE MEDICAL PLAN 16

8.4 LONG-TERM DISABILITY INSURANCE 16

8.5 LIFE INSURANCE..... 16

8.6 PUBLIC EMPLOYEE UNEMPLOYMENT INSURANCE..... 16

8.7 WORKERS COMPENSATION INSURANCE..... 16

ARTICLE IX. SAFETY BENEFITS

9.1 PROVISIONS 16

ARTICLE X. TOWN PERSONNEL RULES

10.1 PERSONNEL RULES 17

10.2 TERMS OF PROBATION..... 17

ARTICLE XI. RETIREMENT AND OTHER BENEFIT PROGRAMS

11.1 RETIREMENT..... 17

11.2 VEHICLE USAGE 17

11.3 COMPUTER LOAN PROGRAM 18

11.4 UNIFORM ALLOWANCE 18

ARTICLE XII. MANAGEMENT RIGHTS

12.1	MANAGEMENT RIGHTS.....	18
<u>ARTICLE XIII. GRIEVANCE PROCEDURE</u>		
13.1	DEFINITIONS.....	18
13.2	GRIEVANCE PROCESS	19
13.3	GENERAL PROVISIONS.....	19
<u>ARTICLE XIV. TUITION REIMBURSEMENT</u>		
14.1	PURPOSE	20
14.2	EDUCATION REIMBURSEMENT.....	20
14.3	EDUCATION INCENTIVE PAY FOR POLICE MID-MANAGEMENT PERSONNEL.....	20
<u>ARTICLE XV. LONGEVITY PAY</u>		
15.1	TEN YEARS.....	21
15.2	FIFTEEN YEARS.....	21
<u>ARTICLE XVI. TERMINATION OF MID-MANAGEMENT EMPLOYEES</u>		
16.1	TERMINATION OF MID-MANAGEMENT EMPLOYEES	21
<u>ARTICLE XVII. FULL UNDERSTANDING, MODIFICATION AND WAIVER</u>		
17.1	FULL UNDERSTANDING, MODIFICATION AND WAIVER	21
<u>ARTICLE XVIII. SAVINGS PROVISION</u>		
18.1	SAVINGS PROVISION	22
<u>ARTICLE XIX. IMPLEMENTATION</u>		
19.1	IMPLEMENTATION	22
<u>ARTICLE XX. PEACEFUL PERFORMANCE</u>		
20.1	PEACEFUL PERFORMANCE	22
<u>ARTICLE XXI. TERM AND OPENING</u>		
21.1	TERM OF MEMORANDUM OF UNDERSTANDING.....	23

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF PARADISE AND THE TOWN OF PARADISE
POLICE MID-MANAGEMENT ASSOCIATION
JULY 1, 2011 THROUGH JUNE 30, 2013**

This Memorandum of Understanding, hereinafter referred to as the “Memorandum” has been prepared pursuant to the terms of Resolution No. 81-23 of the Town of Paradise, hereinafter referred to as the “Town,” and the Town of Paradise Police Mid-Management Association, hereinafter referred to as the “Association.”

It is agreed that this Memorandum is of no force and effect until ratified and approved by a resolution duly adopted by the Town Council of the Town of Paradise; however, it is agreed that the agreements contained herein are within the authority held by the representatives of the Town and of the Association.

ARTICLE I. PREAMBLE

1.1

NONDISCRIMINATION

It is the policy of the Town and the Association not to discriminate against any employee because of race, creed, or religion, physical or mental disability, sex, color, age, national origin, or veteran’s status as defined under any Act of Congress.

1.2

TOWN ASSOCIATION RELATIONS

This Memorandum is intended to promote, and shall be so construed and interpreted as to carry out the following general purposes. The Town and Association agree to promote harmonious relations between the parties and other employee groups; establish and maintain an orderly bargaining procedure; work to provide the best possible service to the general public; prompt and fair disposition of all grievances and disputes; and adhere to this Memorandum.

ARTICLE II. RECOGNITION

2.1

RECOGNITION

For the purpose of bargaining with respect to wages, hours of employment, and other conditions of employment, Town recognizes Association as the sole and exclusive representative of all permanent full-time and permanent part-time employees employed by the Town within the Town of Paradise Police Mid-Management Association “Bargaining Unit.” The employees are those assigned to classifications listed below:

Police Lieutenant

ARTICLE III. AUTHORIZED AGENTS

3.1 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum, the following authorized agents have been designated:

- A. Town's principal authorized agent shall be the Town Manager.
- B. Association's principal authorized agent shall be the president of the Association.**

ARTICLE IV. ASSOCIATION ACTIVITY

4.1 MEMBERSHIP LIST

- A. On or before January 31st of each year, Town shall furnish Association with a list showing the name, employment date, and classification of each employee in this Bargaining Unit.
- B. Upon ten (10) calendar days after a new employee is hired, Town shall provide Association the following information: name of individual, employment date, classification and department.
- C. The Association shall provide to the Town and keep current the names of the designated representative and a list of persons authorized to act on its behalf or receive service in its name.
- D. Town agrees to provide payroll deduction of dues for those employees who authorize such deductions for payment directly to the Association. The Association shall defend, indemnify and hold the Town harmless against any liability or costs accruing from any and all claims which arise from the implementation of this section.

ARTICLE V. WAGES

5.1 WAGES

1. The Town Manager may grant a new police mid-manager employee a beginning salary not to exceed the maximum for the affected class. Such salary should reflect a judgment as to the ability of the employee to achieve expected performance standards within anticipated time frames.
2. When an employee in the Bargaining Unit is assigned by the department head to work out of class and such assignment is approved by the Town Manager, the employee shall receive, a five percent (5%) increase for the period of assignment.
3. In the event of a disaster declaration, employees who are exempt from the Fair Labor Standards Act (FLSA) shall receive additional compensation at time and a half for hours worked over 40 in a work week.

4. Police mid-manager employees shall be evaluated for salary step adjustments at least annually with any changes normally to be made on the employee's anniversary date. The amount of any one adjustment may not exceed two salary steps and shall be granted at the discretion of the Town Manager. Increases in excess of two salary steps may be granted upon recommendation of the Town Manager and approval of the Town Council. In evaluating mid-management employees for salary increases, such performance criteria as may be deemed appropriate by the Town Manager shall be employed.
5. The Fiscal Year 2011-12 approved Salary Pay Plan for the Police Mid-Management Group is attached, named "Attachment A", and has been updated with the provisions of this MOU.
6. "PERS Swap". In reference to Article XI, Section 11.1 Retirement, effective September 27, 2010, employees shall receive an increase in base pay of nine percent (9%). On the same date, employees shall be obligated to commence paying the full nine percent (9%) of the employee paid member contribution.

5.2 EXCEPTIONAL PERFORMANCE BONUS

In addition to the salary received as a result of application of the foregoing salary plan, police mid-manager employees shall be eligible for an Exceptional Performance Bonus not to exceed one (1) month of their regular pay.

Recommendations for granting an Exceptional Performance Bonus shall be submitted to the Town Manager. It will be granted only upon a showing of performance clearly and substantially exceeding job requirements.

5.3 SALARY RANGE POLICY

Disclosure of salaries of individual police mid-manager employees shall be provided only in accordance with the requirement of the California Public Records Act.

ARTICLE VI. WORKING CONDITIONS

6.1 WORK SCHEDULES

- A. Employees covered by this Memorandum shall remain on the four day/ten hour work schedule. Management has the right to schedule the four consecutive days. Nothing in this section shall prevent the parties from developing a schedule different from the one shown above that is necessary to meet the needs of the employees and the Town.

6.2 OVERTIME-FAIR LABOR STANDARDS ACT

Employees exempt from the FLSA will receive, in lieu of overtime, administrative leave.

6.3 MID-MANAGEMENT ADMINISTRATIVE LEAVE

1. All Association members will be eligible to receive eighty (80) hours of Administrative Leave in a fiscal year. Such leave may be taken on approval of the Police Chief anytime after it has been allocated. Except as provided in Sections 6.3.2 and 6.3.3 below, Association employees will be paid for any unused leave in June at the end of the fiscal year.

2. For both the 2011-2012 and 2012-13 fiscal years, the Association agrees to waive the cash payout provision of administrative leave as a part of employee concessions to reach budget savings. Association employees retain the right to take up to 80 hours Administrative Leave time off during a fiscal year. Any unused Administrative Leave during a fiscal year shall be forfeited, on a use it or lose it basis. This waiver of the cash payout provision of administrative leave shall expire at the end of this MOU.

3. Association employees with a date of hire after November 8, 2011, shall be eligible to receive eighty hours of Administrative Leave in a fiscal year; provided, however, there shall be no payout provision for unused Administrative Leave for Association employees hired after November 8, 2011.

6.4 FLEXTIME

Employees covered by this memorandum shall work a minimum of forty (40) hours per week depending on the employees work schedule but the hours worked per day in a weekly period are flexible. This is in recognition of the special nature of police mid-management work. Evening meetings and other after-hours assignments shall not be included in the forty (40) hour minimum for employees receiving Administrative Leave.

ARTICLE VII. PAID LEAVES

7.1 HOLIDAYS

The Police Lieutenants shall be paid for thirteen (13) holidays per year in lieu of a day off. Recognized holidays are: New Year's Day, Martin Luther King Birthday, Washington's Birthday, Memorial Day, Independence Day, Admission Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day, a floating holiday, and any other day proclaimed by the President and/or Governor as a public holiday, day of mourning or day of thanksgiving.

Six holidays shall be paid on the first payday in June, and seven holidays shall be paid on the first payday in December. Any other day proclaimed by the President and/or Governor as a public holiday, day of mourning or day of thanksgiving shall be paid on the following payday. Full-time probationary employees shall be paid for holidays on a pro-rated basis based upon their date of hire and number of holidays earned therefrom.

7.2 SICK LEAVE

A. **General Policy.** Sick leave with pay shall be earned by regular full-time, regular part-time and those authorized limited term employees and may be used as herein provided.

- B. **Definition.** Sick leave means the necessary absence from duty of an employee because of:
1. The employee's illness or injury.
 2. The employee's exposure to contagious disease.
 3. The employee's dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
 4. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery from any of the foregoing.
 5. For the death or serious illness of a person in the employee's "immediate family" each such absence shall not exceed three (3) days. The length of such absence shall be approved by the appropriate department head. The absence may be extended beyond three (3) days with the approval of the Town Manager. The absence may be charged, upon the request of the employee, to annual vacation leave with pay to the extent such annual vacation leave with pay has been accumulated by said employee.
 6. "Immediate family" is defined as: A person related by blood, marriage, or adoption who is a spouse, son, daughter, sister, sister-in-law, brother, brother-in-law, mother, father, grandfather or grandmother of either husband or wife, or any other relative residing in the employee's immediate household.
- C. **Substantiating Sick Leave.** Department heads shall approve sick leave for the purposes mentioned in the above section. However, if in the opinion of the department head, there is a need for substantiating evidence or an investigation in regard to appropriate use of sick leave, he/she may require the employee to submit substantiating evidence including, but not limited to, a physician's certificate. The Personnel Director or Town Manager may also require a substantiation of illness.
- D. **Transfer of Sick Leave.** When a regular employee is transferred to, or appointed to, another Town department, sick leave credit shall be assumed by the new department.
- E. **Rate of Accrual.** Paid sick leave shall accrue as follows:
1. Eight (8) hours per month for full-time employees.
 2. A regular part-time employee shall accrue sick leave with pay in proportion that his/her hours of service bear to full-time service.
 3. No sick leave credit shall be earned when an employee is on leave without pay.
 4. Effective November 8, 2011, sick leave may be accumulated to a maximum of one thousand and forty (1,040) hours. No sick leave shall be earned beyond one thousand and forty (1,040) hours. Employees with a sick leave balance over the new cap of 1,040 hours at the time of approval of this Memorandum shall have their balance grandfathered; provided, however, no new sick leave accumulation shall be earned over 1,040 hours by such employees.

- F. **Exclusions.** No employee shall be entitled to sick leave while absent from duty on account of any of the following causes:
1. Sickness or injury resulting from outside employment (as evidenced by a contract or payroll documents or as adjudicated by the Worker's Compensation Appeals Board).
 2. Injury purposely self-inflicted but not as a result of any job-related condition.
- G. **Absence Paid by Worker's Compensation Insurance.** Regular employees in this unit shall receive the difference between the Worker's Compensation for the lost time and the employee's sick leave accrued with assurance of no loss of salary as long as a sick leave balance is available (except as provided by the State Labor Code). Employees must send payments received from Worker's Compensation to the Town to avoid double payments as long as regular salary is received from the Town.
- H. **Records.** Sick leave shall be certified by the department head to the Human Resources Manager on payroll forms provided by the Human Resource Office. The Human Resources Manager shall maintain complete and accurate sick leave records for all employees.
- I. **Loss of Sick Leave.** Any employee whose continuity of employment with the Town is broken for any reason shall lose his/her entitlement to any sick leave which has been accrued. However, when an employee is re-employed after a break in service resulting from layoff, leave of absence or military leave, such employee shall be credited with any unused or uncompensated sick leave which had accumulated prior to such break in service .

7.3 VACATION LEAVE

- A. **Eligibility.** All regular employees who are eligible for benefits under this Memorandum are eligible to earn and accrue vacation leave.
- B. **Rate of Accrual.** Except as otherwise provided in this section, eligible employees who are in a paid status of eighty (80) hours per pay period shall earn vacation leave with pay at the following rate:

Police mid-management employees shall accrue vacation according to the following schedule effective January 1, 2006:

<u>Years of Service</u>	<u>Vacation Hours Accrued Annually</u>
0 - 4	120 Hours
5 - 9	135 Hours
10 - 14	176 Hours
15 - 25	200 Hours
26 & Over	216 Hours

Eligible employees who are not in a paid status of a full eighty (80) hours during a pay period shall be credited with the appropriate prorated accrual based on the above hourly rates and actual hours in a paid status.

- C. **Vacation Accrual During Probation.** New probationary employees during the first thirteen (13) pay periods of their probation period, shall accrue vacation, but shall not take vacation until after his/her thirteenth (13th) pay period.
- D. **Use of Vacation.** The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time shall be determined by the department head with particular attention to the needs of the Town, but also as far as possible, considering the wishes of the employee. Employees shall not work for any other department of the Town during vacation leave.
- E. **Maximum Accumulation.** As of December 31 of each year an employee may carry over unused vacation leave to an equivalent of twice the employee's annual vacation rate.
- F. **Terminal Vacation Pay.** Employees who are separated from the Town shall be entitled to a lump sum payment for vacation leave accumulated as of the last day worked. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due to the retirement beneficiary is paid.
- G. **Transfer of Vacation Leave.** When an employee is transferred to, or appointed to, another department, his/her vacation credit shall be assumed by the new department.

7.4 BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee of the Town, bereavement leave with pay shall be granted upon request not to exceed three (3) regularly scheduled working days for each leave. "Immediate family" is defined as: a person related by blood, marriage, or adoption who is a spouse, son, daughter, sister, sister-in-law, brother, brother-in-law, mother, father, grandfather or grandmother of either husband or wife, or any other relative residing in the employee's immediate household. The aforementioned bereavement leave shall not be deducted from or otherwise charted against sick leave or any other accrued leave or vacation.

7.5 FAMILY MEDICAL LEAVE ACT

In the event of absence from work due to childbirth, employee or family illness leave shall be granted under the provisions of the Family Medical Leave Act, and the following shall apply:

- A. The employee may use all accrued sick leave, vacation and compensation time off balance.
- B. When sick leave and vacation balances are used up, the employee shall be granted a leave of absence without pay and the Town contribution to the health plan shall continue to the end of the leave period, provided the employee pays any required employee share.
- C. The combined period of leave with pay and leave without pay, shall not exceed the limits set out in the governing federal or state Family Medical Leave laws.

ARTICLE VIII. MEDICAL, LIFE AND DISABILITY INSURANCE PLANS

8.1 HEALTH PLAN

The Town shall provide a health plan as provided below:

8.1.1 MEDICAL PLAN

1. All employees must enroll in an available medical plan in accordance with PERS and Town regulations. The employee shall pay all administrative fees required by the PERS medical program.

Effective following approval of this Memorandum, the Town agrees to pay monthly a portion of the premiums for a medical plan, up to, but not exceeding the following amounts.

	<u>Town Share Cap</u>
Employee	\$433.73
Employee plus one	\$867.45
Employee plus two or more	\$1,127.69

Any premium cost in addition to the above Town Share Caps shall be paid by Association employees.

8.1.2 DENTAL PLAN

1. Employees may choose to be covered under the Dental Plan in accordance with the plan carrier and Town regulations. The Town will share the cost of dental premiums at 80% (employer) – 20% (employee) ratio. The 80%-20% ratio would exist for each of the tiers (employee only, employee plus one, and employee plus family)
2. Any increase in the dental plan premium below 9.99% will be shared 80(employer)/20(employee). Any increase amount for the dental plan premium rate above 10% will be shared on a 50/50 basis.

8.1.3 VISION PLAN

Employees may choose to be covered under the Vision Plan in accordance with the plan carrier and Town regulations. The Town agrees to pay 80% of the premium for the vision plan.

8.1.4 DEFERRED COMPENSATION OPTION

Employees may shift the Town share of the medical plan premiums to a Town sponsored deferred compensation program (either ICMA or ING) subject to one of the following conditions:

- A. An employee must submit proof of coverage under a qualified health plan, which must be comparable to one of the plans offered under PERS by the Town and a signed health insurance waiver by July 1st and January 1st of each year.

- B. An employee must provide proof of coverage under the employee’s retired health plan, which must be comparable to one of the plans offered under PERS by the Town, and a signed health insurance waiver by July 1st and January 1st of each year to qualify for waiver from the Town Health Plan requirements.
- C. Effective the first of the month following ratification, the maximum amount that can be deferred shall be limited to the amount the Town is contributing towards the “employee only” medical rate only.
- D. The Town agrees to actively cooperate, within the constraints of the insurance carriers re-enrollment regulations, with any employee who desires to re-enroll in the health insurance plans to expedite any such enrollment.

8.2 INTERNAL REVENUE CODE SECTION 125 PLAN

The Town will offer the full Internal Revenue Code Section (IRC) 125 Plan.

8.3 RETIREE MEDICAL PLAN

- A. Employees retiring after enrollment shall be in accordance with PERS medical program regulations.
- B. Employees of the Town who, immediately upon termination, retire under the PERS retirement plan, and remain in the Town’s medical plan, shall have a Town paid contribution toward their medical plan premium. The contribution shall be under the uneven contribution program in accordance with PERS medical program regulations. The employer's contribution for each annuitant shall be increased annually by five percent (5%) of the monthly contribution for employees, until such time as the contributions are equal; and that the contributions for employees and annuitants shall be in addition to those amounts contributed by the Public Agency for administrative fees and to the Contingency Reserve Fund.
- C. In addition, accumulated sick leave at time of retirement not used for any other purpose may be converted to paid health plan premium until the value is exhausted or the retiree reaches 65 or the spouse or surviving spouse reaches 65. The rate of sick leave conversion shall be fifty percent (50%) of the regular daily rate that the employee was receiving at retirement.
- D. Town agrees that for new employees, hired after February 1, 2011, their CalPERS retiree and spouse medical benefits shall vest as follows which is based on California Public Employees Retirement Law, Government Code Section 22893 (this vesting schedule represents time with a CalPERS agency, of which five (5) of those years must be completed as a Town of Paradise employee):

- 50% vested – 10 years of service
- 55% vested – 11 years of service
- 60% vested – 12 years of service
- 65% vested – 13 years of service
- 70% vested – 14 years of service
- 75% vested – 15 years of service
- 80% vested – 16 years of service

85% vested – 17 years of service
90% vested – 18 years of service
95% vested – 19 years of service
100% vested – 20 years of service

(100% employee/90% spouse of a premium amount set by the state pursuant to Government Code Section 20069 and Government Code Section 22871.) The Town shall have the right to reopen to discuss the vesting schedule if there is any change to the vesting options in the Public Employees Retirement Law.

8.4 LONG-TERM DISABILITY INSURANCE

The Town shall provide to the employees in the unit long-term disability insurance in the amount of two-thirds (2/3) of base salary and including a rider for future eligibility.

8.5 LIFE INSURANCE

- A. Town shall provide prepaid life insurance in an amount of one hundred thousand (\$100,000) dollars for each employee in the Bargaining Unit.
- B. If acceptable to the life insurance carrier, the Town shall allow an employee at their cost to buy up to an additional one hundred thousand (\$100,000) dollars of life insurance coverage.

8.6 PUBLIC EMPLOYEE UNEMPLOYMENT INSURANCE

Town shall provide Public Employee Unemployment Insurance at no cost to employee.

8.7 WORKER'S COMPENSATION INSURANCE

Town shall provide Worker's Compensation Insurance at no cost to employee.

ARTICLE IX. SAFETY BENEFITS

9.1 PROVISIONS

Town shall make reasonable provisions for the safety of employees in the performance of their work.

ARTICLE X. TOWN PERSONNEL RULES

10.1 PERSONNEL RULES

Where benefits and working conditions are not specifically described in this Memorandum those provided for by the Town of Paradise Personnel Rules shall apply. If such rules conflict with language contained in this Memorandum, this Memorandum shall have precedent.

In the event of proposed changes to Town Personnel Rules and Regulations, subject to meet and confer, the Association shall be advised in writing, for the purpose of enabling the Town and the Association to meet and consult as soon as possible with respect to any proposed changes.

10.2 TERMS OF PROBATION

Newly hired employees shall have a six (6) month probation period and shall be eligible for a step increase after one (1) year. Promotional employees shall serve a six (6) month probationary period. There shall be no less than a twelve (12) month aggregate probation period. In addition, a terminated employee does not have the right to bump a less senior employee.

ARTICLE XI. RETIREMENT AND OTHER BENEFIT PROGRAMS

11.1 RETIREMENT

1. The Town shall provide current public safety employees in the Association a retirement plan under PERS at 3% at 50 formula for safety members. In addition to the 3% @50, the retirement plan shall include the following options:

Government Code Section 20042	One Year Final Compensation
Government Code Section 21574	Fourth Level 1959 Survivor Benefits
Government Code Section 20965	Credit for Unused Sick Leave
Government Code Section 21427	Improved Non-Industrial Disability
Government Code Section 21024	Military Service Credit as Public Service

2. Upon agreement of all public safety units, the Town shall provide public safety employees in the Association hired after February 14, 2011, a retirement plan under PERS of three percent at age fifty-five (3% @55).

In addition to the 3% @55, the retirement plan for employees hired after February 14, 2011, shall include the following options:

Government Code Section 20037	Three Year Final Compensation
Government Code Section 21574	Fourth Level 1959 Survivor Benefits
Government Code Section 20965	Credit for Unused Sick Leave
Government Code Section 21427	Improved Non-Industrial Disability
Government Code Section 21024	Military Service Credit as Public Service

3. "PERS Swap". Effective September 27, 2010 employees shall pay the entire nine percent (9%) of the employee paid member contribution rate toward their retirement plan. In consideration of this, and at the same time, the Town shall increase such employees' base pay by nine percent (9%). The Town of Paradise Salary Pay Plan shall be updated accordingly. Since the employees will be paying their employee paid member contributions (EMPC), it will no longer be necessary for the Town to pay the cost and report the value of EPMC.

11.2 VEHICLE USAGE

The positions of Police Lieutenant shall have reasonable use of assigned vehicles within a seventy-five (75) mile radius of the Town of Paradise at the discretion of the Town Manager.

11.3 COMPUTER LOAN PROGRAM

The Town has established a “computer loan fund” of ten thousand (\$10,000) dollars to provide for loans to employees for the purchase of computers. A maximum of three thousand, two hundred and fifty (\$3,250) dollars per loan may be made to an eligible employee. Such loans shall be repaid at an interest rate of three and one-half percent (3-1/2%) over a two (2) year period. Repayment shall be through payroll deduction for a period of two (2) years with all unpaid amounts due and payable in full upon termination.

11.4 UNIFORM ALLOWANCE

Employees belonging to the Police Department mid-management personnel shall receive an annual uniform allowance equal to the amount and paid in the same manner as specified in the Police Unit MOU.

These allowances shall be applied towards the cost of uniform and equipment maintenance expenses and replacement of uniforms due to normal wear.

ARTICLE XII. MANAGEMENT RIGHTS

12.1 MANAGEMENT RIGHTS

The Town retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Memorandum, and in addition, shall retain the following Management Rights not in conflict with this Memorandum of Understanding.

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work forces; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the Town by any law regulating, authorizing or empowering the Town to act or refrain from acting.

ARTICLE XIII. GRIEVANCE PROCEDURE

13.1 DEFINITIONS

- A. **Grievance.** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Memorandum which adversely affects the grievant.
- B. **Grievant.** A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.
- C. **Day.** Day shall mean a day in which the Town's main administrative office is open for business.

13.2 GRIEVANCE PROCESS

A. **Informal Level**

Within five (5) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. A supervisor shall have five (5) days to give an answer to the employee.

B. **Formal Levels**

1. **Level 1.** If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within ten (10) days of the receipt of such answer file a formal written grievance with his/her supervisor on a form containing a statement describing the grievance, the section of this Memorandum allegedly violated, and the remedy requested. The supervisor (or designee) shall, within five (5) days thereafter give a written answer to the grievant on the form provided.
2. **Level 2.** If the grievant is not satisfied with the written answer from the supervisor, the grievant may within ten (10) days from the receipt of such answer, file a written appeal to the department head. Within ten (10) days of receipt of the written appeal, the department head or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and give written answer to the grievant.
3. **Level 3.** If the grievant is not satisfied with the written answer from the department head, the grievant may, within ten (10) days from the receipt of such answer file a written appeal to the Town Manager. Within ten (10) days of receipt of the written appeal, the Town Manager or his/her designee, shall investigate the grievance which shall include a meeting with the concerned parties and give written answer to the grievant.

4. **Level 4.** If the grievant is not satisfied with the written answer from the Town Manager, the grievant may, within ten (10) days from the receipt of such answer, file a written appeal to the Town Council. Within ten (10) days of receipt of the written appeal, the Town Manager or his/her designee, shall schedule a personnel session with the concerned parties and the Town Council. The Town Council will conduct the hearing and render a decision which shall be final and binding on both parties.

13.3 GENERAL PROVISIONS

- A. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- B. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level.
- C. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
- D. Time limits and formal levels may be waived by mutual written consent of the parties.
- E. Proof of service shall be accomplished by certified mail or personal delivery.

ARTICLE XIV. EDUCATION REIMBURSEMENT

14.1 PURPOSE

The parties agree to a tuition reimbursement program to be jointly administered by representatives of the Association and the Town.

14.2 EDUCATION REIMBURSEMENT

Police mid-management employees shall receive education reimbursement according to the following parameters:

- A. The annual expenditures for this purpose shall not exceed five hundred fifty (\$550) dollars per student per year.
- B. Reimbursement to an individual may not exceed fifty percent (50%) of actual costs for tuition and textbooks.
- C. Approved reimbursement must be for courses related to the job of the employee.
- D. Before reimbursement is given, the employee must submit evidence that a grade "C" (passing) or better has been earned in the course.
- E. The courses approved must be taken on the employee's own time.

14.3 EDUCATION INCENTIVE PAY FOR POLICE MID-MANAGEMENT PERSONNEL

Police mid-management employees shall receive education incentive pay as follows:

Effective July 1, 2006, a base amount of seventy-five dollars (\$75.00).

An additional one dollar (\$1.00) per month for each unit successfully completed up to a maximum of sixty-five (65) units.

An additional fifty-five dollars (\$55.00) per month for having been awarded an intermediate certificate from the Commission of Peace Officers Standards and Training of California.

An additional thirty dollars (\$30.00) per month for having been awarded an advanced certificate from the Commission on Peace Officers Standards and training of California.

There shall be a maximum amount of two hundred twenty-five dollars (\$225.00) per month for education incentive pay.

ARTICLE XV. LONGEVITY PAY

The Town will provide a longevity pay program for employees who qualifies, the following amount as longevity pay:

15.1 TEN YEARS

An amount equal to two and one-half percent (2.5%) of salary at ten (10) years.

15.2 FIFTEEN YEARS

Effective July 1, 2003, an additional amount equal to two and one-half percent (2.5%) for a total of five (5.0%) of salary at fifteen (15) years.

ARTICLE XVI. TERMINATION OF MID-MANAGEMENT EMPLOYEES

16.1 TERMINATION OF MID-MANAGEMENT EMPLOYEES

In the event a mid-management employee is terminated or asked other than for willful misconduct in office to resign, they will receive, at a minimum, thirty (30) days written notice and cash severance pay in a lump sum equal to one month's pay and pay for unused annual vacation leave, administrative leave, and sick leave in accordance with this MOU and the Town Personnel Rules.

ARTICLE XVII. FULL UNDERSTANDING, MODIFICATION AND WAIVER

17.1 FULL UNDERSTANDING, MODIFICATION AND WAIVER

This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the Town Council.

The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XVIII. SAVINGS PROVISION

18.1 SAVINGS PROVISION

If any provisions of this Memorandum are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XIX. IMPLEMENTATION

19.1 IMPLEMENTATION

The Memorandum shall be of no force or effect until ratified and approved by formal action of the Town Council and the membership of the Police Mid-Management Unit. It is recognized that certain provisions may require ordinance changes in order to be effectuated.

ARTICLE XX. PEACEFUL PERFORMANCE

20.1 PEACEFUL PERFORMANCE

The parties to this Memorandum recognize and acknowledge that the services performed by the Town employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, recognize, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction, nor to curtail any work or restrict any production, or interfere with any operation of the Town. In the event of any such work stoppage by any member of the bargaining unit, the Town shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

ARTICLE XXI. TERM AND OPENING

21.1 TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective as of November 8, 2011 and shall remain in full force and effect to, and including June 30, 2013. After June 30, 2013, the Memorandum shall terminate. Until the Town and the Association agree on the terms for a subsequent memorandum of understanding, or there is an impasse pursuant to Government Code Section 3505.4 regarding a new memorandum of understanding, the terms of this Memorandum will remain in effect, except for those provisions which have been assigned expiration dates.

DATED: November 8, 2011

Town Representative:

Association Representative(s):

Town Manager

Lieutenant Gabriela Tazzari

Lieutenant Al Billington

David H. Swim, D.P.A.
Labor Consultant Goyette & Associate

**TOWN OF PARADISE SALARY PAY PLAN
POLICE MID-MANAGEMENT ASSOCIATION
Exhibit "A"**

Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
---------------------------	------------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------

POLICE LIEUTENANT

Effective July 1, 2011 - November 7, 2011

HOURLY	40	32.60	34.23	35.94	37.74	39.63	41.61
BIWEEKLY		2,608.00	2,738.40	2,875.20	3,019.20	3,170.40	3,328.80
MONTHLY		5,650.67	5,933.20	6,229.60	6,541.60	6,869.20	7,212.40
ANNUAL		67,808.00	71,198.40	74,755.20	78,499.20	82,430.40	86,548.80

Effective November 8, 2011 - June 30, 2013

HOURLY	40	32.60	34.23	35.94	37.74	39.63	41.61
BIWEEKLY		2,608.00	2,738.40	2,875.20	3,019.20	3,170.40	3,328.80
MONTHLY		5,650.67	5,933.20	6,229.60	6,541.60	6,869.20	7,212.40
ANNUAL		67,808.00	71,198.40	74,755.20	78,499.20	82,430.40	86,548.80